

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



Grant E. Holt
Mayor Pro-Tem
Pattie Pederson
Councilmember

**NOTICE OF MEETING OF THE GOVERNING BODY OF THE
CITY OF NAVASOTA, TEXAS
FEBRUARY 13, 2023**

Notice is hereby given that a Regular Meeting of the governing body of the City of Navasota will be held on the 13th of February, 2023 at 6:00 PM at the City Hall in the City Council Chambers, Room No. 161, located at 200 E. McAlpine Street, Navasota, Texas 77868, at which time the following subjects will be considered, to wit:

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

1. Call to Order.
2. Invocation
Pledge of Allegiance
3. Remarks of visitors: Any citizen may address the City Council on any matter. Registration forms are available on the podium and/or table in the back of the city council chambers. This form should be completed and delivered to the City Secretary by 5:45 p.m. Please limit remarks to three minutes. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.
4. Staff Report:
 - (a) Presentation to the Navasota Police Department Chief of Police by Grimes County Crime Stoppers [Connie Clements]
 - (b) Introduction of two new employees [Peggy Johnson, HR Director]
 - (c) Years of service award - Public Works employee, Rodrigo Hernandez (10 Years) [Peggy Johnson, HR Director]
 - (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 for the purpose of receiving public comment and testimony regarding an annexation request submitted by James C Hassell for a 1.310-acre tract of land in the James Whitesides Survey, A-62, Navasota, Grimes County, Texas, 77868. [Lupe Diosdado, Development Services Director]
6. Consideration and possible action on the first reading of Ordinance No. 1017-23, approving an annexation request submitted by James C Hassell for a 1.310-acre tract of land in the James Whitesides Survey, A-62, Navasota, Grimes County, Texas, 77868. [Lupe Diosdado, Development Services Director]
7. Consideration and possible action on an interlocal cooperation agreement between the City of Navasota, Grimes County and J&H Navasota Development, LLC, for the improvement of County Road 424. [Lupe Diosdado, Development Services Director]
8. Consideration and possible action approving Resolution No. 729-23, in support for the application of Navasota Manor APTS to the Texas Department of Housing and Community Affairs for the 2023 Competitive Nine-Percent Housing Tax Credits to rehabilitate affordable rental housing in connection with Navasota Manor. [Lupe Diosdado, Development Services Director]
9. Consideration and possible action on approval of the order of election for the May 6, 2023 election to elect two City Councilmembers to Positions 4 and 5. [Susie M. Homeyer, City Secretary]

Consideraci'on y acci'on posible en aprobar la orden de la elecci'on para que la elecci'on del 6 de mayo de 2023 elija dos la ciudad Councilmembers a las posiciones 4 and 5.

10. Presentation, discussion, and possible action on Resolution No. 730-23, approving a joint election contract between the City of Navasota, Grimes County and the Navasota Independent School District. [Susie Homeyer, City Secretary]

Presentaci'3n, discusi'3n, y posible acci'3n sobre la Resoluci'3n No. 730-23, que aprueba un contrato electoral conjunto entre la Ciudad de Navasota, el Condado de Grimes y el Distrito Escolar Independiente de Navasota.

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

Consent Items are:

A&B. Approve the minutes from January 2023 and the Municipal Court Report for January 2023.

C. Approve the second reading of Ordinance No. 1014-23, rezoning 35.13 acres, more particularly described as A0055-0 D. Tyler, Tract 4, from A/O: Agriculture/Open space district to 'Pecan Groves Estates PUD' a planned unit development.

D. Approve second reading of Ordinance No. 1015-23, amending Chapter 3 Building regulations, Article 3.06 Signs related to Freeway and Freestanding Signs.

E. Approve first reading of Ordinance No. 1016-23, authorizing participation with other Entergy service area cities in matters concerning Entergy Texas, Inc. at the Public Utility Commission of Texas in 2023, authorizing the hiring of lawyers and rate experts, authorizing the City's participation to the full extent permitted by law at the Public Utility Commission of Texas.

12. Adjourn.

DATED THIS THE 7TH OF FEBRUARY, 2023

/JW/

BY: JASON WEEKS, CITY MANAGER

I, the undersigned authority, do hereby certify that the above notice of meeting of the governing body of the CITY OF NAVASOTA, is a true and correct copy of said notice and that I posted a true and correct copy of said notice in the glass bulletin board, in the foyer, on the south side of the Municipal Building as well as in the bulletin board on the north side of the Municipal Building of the City of Navasota, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted on the 7th of February, 2023 at 11:19 AM and will remain posted continuously for at least 72 hours preceding the scheduled time of said meeting. Agendas may be viewed at www.navasotatx.gov.

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

DATED THIS THE 7TH OF FEBRUARY, 2023

/SMH/

BY: SUSIE M. HOMEYER, CITY SECRETARY

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



REQUEST FOR CITY COUNCIL AGENDA ITEM #4

Agenda Date Requested: <u>February 13, 2023</u>
Requested By: <u>Jason Weeks, City Manager</u>
Department: <u>Administration</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Exhibits: Years of Service Award

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

AGENDA ITEM #4

Staff Report:

- (a) Presentation to the Navasota Police Department Chief of Police by Crime Stoppers [Connie Clements]
- (b) Introduction of new employees [Peggy Johnson, HR Director]
- (c) Years of service award – Rodrigo Hernandez (10 Years) [Peggy Johnson, HR Director]
- (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) Connie Clements, with Grimes County Crime Stoppers, will present the NPD Chief of Police with a traveling plaque that list the recipients of Officers of the Year on it. This plaque will remain with the Navasota Police Department for a year until the next Grimes County Crime Stoppers annual awards banquet in

2024. Additionally, we will honor the recipients of the Meritorious Service Award, Marla Gurka and Officer of the Year Award, Travis Mullins.

- (b) HR Director, Peggy Johnson will introduce two new city employees.
- (c) HR Director, Peggy Johnson will present Public Works employee, Rodrigo Hernandez with his 10-year service award.
- (d) If applicable, City Council will provide Board and Commission updates.
- (e) Staff and City Council will give updates on other events coming up.

ACTION REQUIRED BY CITY COUNCIL

None

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

2/6/23

Date



So much, so close.

CITY OF
NAVASOTA
2023

CERTIFICATE of ACHIEVEMENT

This certificate is presented to

Rodrigo Hernandez

in appreciation of 10 years of dedicated service to the
City of Navasota.



DATE

JASON WEEKS, CITY MANAGER

AGENDA PLANNING CALENDAR

FEBRUARY 13, 2023 – DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 01/30/2023

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Presentation to Mike Mize/Police Dept.- traveling plaque from Crime Stoppers; (b) Introduction of two new employees; (c) Years of service award – Rodrigo Hernandez (10 Years); (d) Board and Commission update; and (e) Reports from staff and City Council
5. Public hearing – annexation of 1.310 acres -Jim Hassell
6. 1st reading of Ordinance No. 1017-23 – annexation of 1.310 acres – Jim Hassell
7. Interlocal agreement – CR 424 – J & H Development
8. Resolution No. 729-23 – rehabilitation of Navasota Manor
9. Order of election
10. Resolution No. 730-23 – election contract
11. Consent agenda: (a) Minutes for the month of January 2023; (b) Municipal Court report for January 2023; (c) 2nd reading of Ordinance No. 1014-23, zoning change for Pecan Grove Estates; (d) 2nd reading of Ordinance No. 1015-23, amending ordinance on Freeway and Freestanding signs; and (e) 1st reading of Ordinance No. 1016-23, annual participation with other cities – Entergy Texas
12. Adjourn

FEBRUARY 27, 2023 – DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 02/13/2023

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Board and Commission update; and (b) Reports from staff and City Council
5. Consent agenda: (a) 2nd reading of Ordinance No. 1016-23, annual participation with other cities – Entergy Texas; (b) 2nd reading of Ordinance No. 1017-23, annexation
6. Adjourn

March 13, 2023

March 27, 2023

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

April 24, 2023

May 8, 2022

May 15, 2023 – Canvass election results, elect a Mayor and Mayor Pro-Tem

May 22, 2023



REQUEST FOR CITY COUNCIL AGENDA ITEM #5

<p>Agenda Date Requested: <u>February 13, 2023</u></p> <p>Requested By: <u>Lupe Diosdado, Director</u></p> <p>Department: <u>Development Services</u></p> <p><input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance</p>	<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th colspan="2" style="text-align: center;">Appropriation</th></tr></thead><tbody><tr><td>Source of Funds:</td><td><u>N/A</u></td></tr><tr><td>Account Number:</td><td><u>N/A</u></td></tr><tr><td>Amount Budgeted:</td><td><u>N/A</u></td></tr><tr><td>Amount Requested:</td><td><u>N/A</u></td></tr><tr><td>Budgeted Item:</td><td><input type="radio"/> Yes <input checked="" type="radio"/> No</td></tr></tbody></table>	Appropriation		Source of Funds:	<u>N/A</u>	Account Number:	<u>N/A</u>	Amount Budgeted:	<u>N/A</u>	Amount Requested:	<u>N/A</u>	Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No
Appropriation													
Source of Funds:	<u>N/A</u>												
Account Number:	<u>N/A</u>												
Amount Budgeted:	<u>N/A</u>												
Amount Requested:	<u>N/A</u>												
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No												

Exhibit:

AGENDA ITEM #5

Conduct a public hearing for the purpose of receiving public comment and testimony regarding an annexation request submitted by James C Hassell for a 1.310-acre tract of land in the James Whitesides Survey, A-62, Navasota, Grimes County, Texas, 77868.

SUMMARY & RECOMMENDATION

The City of Navasota received a voluntary petition for annexation by property owner James C. Hassell for a 1.310-acre located out of the James Whitesides Survey, Abstract No. 62. The area proposed for annexation is located at the end of Putter Place Court in Pecan Lakes Estates Phase 3 and is contiguous with the western city limits.

Staff has developed an Ordinance that confirms all completed public hearing steps and approves the annexation service plan that outlines the current and proposed city services provided to the affected area.

Residents noticed the developer working on the 1.310-acre site prior to approvals. Staff investigated further and found that the developer did begin work on this site in January 2023 prior to the required approvals. However, the City of Navasota has since issued a "stop work order" with the developer to stop all construction until the site has gone through the proper steps. Additionally, staff has notified residents in writing on Putter Place Court and Ace Court about this public hearing and the plans the developer has submitted for the 1.310-acre site. Staff is aware that residents are concerned about numerous items related to this development such as lot size not consistent with others on in same phase at Pecan Lakes, the proposed double cul-de-sac, lack of communication with the residents, possible decreased property values, and homes not consistent with others built on same street. There are multiple other steps that will need to be taken by the developer prior to construction beginning such as zoning change (which will come before P&Z Board and City Council) and preliminary plat that will need

to conform to the zone change (which will come to P&Z Board). City staff recommends City Council conduct a public hearing to receive public comment regarding the voluntary annexation process for a 1.310-acre tract of land in Pecan Lakes subdivision.

ACTION REQUIRED BY CITY COUNCIL

Conduct a public hearing for the purpose of receiving public comment and testimony regarding an annexation request submitted by James C Hassell for a 1.310-acre tract of land in the James Whitesides Survey, A-62, Navasota, Grimes County, Texas, 77868.

Public hearing opened at _____ p.m.

Public hearing closed at _____ p.m.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

2/6/23

Date



REQUEST FOR CITY COUNCIL AGENDA ITEM #6

Agenda Date Requested: <u>February 13, 2023</u>	Appropriation
Requested By: <u>Lupe Diosdado, Director</u>	Source of Funds: <u>N/A</u>
Department: <u>Development Services</u>	Account Number: <u>N/A</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Ordinance No.1017-23

AGENDA ITEM #6

Consideration and possible action on the first reading of Ordinance No. 1017-23, approving an annexation request submitted by James C Hassell for a 1.310-acre tract of land in the James Whitesides Survey, A-62, Navasota, Grimes County, Texas, 77868.

SUMMARY & RECOMMENDATION

The City of Navasota received a voluntary petition for annexation by property owner James C. Hassell for a 1.310-acre located out of the James Whitesides Survey, Abstract No. 62. The area proposed for annexation is located at the end of Putter Place Court in Pecan Lakes Estates Phase 3 and is contiguous with the Western City Limits.

The attached Ordinance confirms all completed public hearing steps and approves the annexation service plan that outlines the current and proposed city services provided to the affected area.

Residents noticed the developer working on the 1.310-acre site prior to approvals. Staff investigated further and found that the developer did begin work on this site in January 2023 prior to the required approvals. However, the City of Navasota has since issued a "stop work order" with the developer to stop all construction until the site has gone through the proper steps. Additionally, staff has notified residents in writing on Putter Place Court and Ace Court about the public hearing and the plans the developer has submitted for the 1.310-acre site. Staff is aware that residents are concerned about numerous items related to this development such as lot size not consistent with others on in same phase at Pecan Lakes, the proposed double cul-de-sac, lack of communication with the residents, possible decreased property values, and homes not consistent with others built on same street. There are multiple other steps that will need to be taken by the developer prior to construction beginning such as zoning change (which will come before P&Z Board and City Council) and preliminary plat that will need

to conform to the zone change (which will come to P&Z Board). Since there are multiple other steps that must be taken prior to construction, City staff is recommending approval of Ordinance No. 1017-23, which outlines the voluntary annexation process for a 1.310-acre tract of land. Staff will work with the developer to make sure residents concerns are addressed within the zoning change and preliminary plat process.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny the first reading of Ordinance No. 1017-23, approving an annexation request submitted by James C Hassell for a 1.310-acre tract of land in the James Whitesides Survey, A-62, Navasota, Grimes County, Texas, 77868.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

2/6/23

Date

ORDINANCE NO. 1017-23

AN ORDINANCE OF THE CITY OF NAVASOTA, TEXAS FOR THE PURPOSE OF EXTENDING THE BOUNDARY LIMITS OF THE CITY OF NAVASOTA, TEXAS; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 1.310 ACRES OF LAND, HEREINAFTER MORE SPECIFICALLY DESCRIBED, TO THE CITY OF NAVASOTA, TEXAS FOR ALL MUNICIPAL PURPOSES; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE INHABITANTS THEREOF, IF ANY, SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Navasota, Texas is a Texas home-rule municipality as defined by the Texas Local Government Code; and

WHEREAS, the City Charter and Chapter 43 of the Texas Local Government Code, authorize the City of Navasota to annex territory in accordance with the procedures provided for therein; and

WHEREAS, the City of Navasota received a written request from the property owner requesting the annexation of the hereinafter described area; and

WHEREAS, the City desires to annex the area described hereinafter; and

WHEREAS, the hereinafter described area lies within the extraterritorial jurisdiction of the City of Navasota; and

WHEREAS, the area hereinafter described lies adjacent and contiguous to the present boundary limits of the City of Navasota; and

WHEREAS, notice of the appropriate public hearing was published in a newspaper having general circulation in the City of Navasota, Texas and on the City's website and the public hearing was conducted and held in accordance with applicable law; and

WHEREAS, the City of Navasota, Texas and the property owner negotiated and executed a Service Plan Agreement for the extension of municipal services into the area to be annexed; and

WHEREAS, all notices, publication and hearings have been duly given and held as required by law; and

WHEREAS, institution of annexation proceedings occurred within the period of time as prescribed by law;

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

Section 1. That the hereinafter described area of land is within the extraterritorial jurisdiction of, and is adjacent to and is contiguous to the present corporate limits of the City of Navasota, Texas, and the same is hereby, annexed to the City of Navasota, Texas for all municipal purposes and the corporate lines and limits of the City of Navasota, Texas are hereby extended to embrace the said area of land, which is described as follows:

All that certain 1.310-acre tract of land in the James J. Whitesides Survey, A-62, Grimes County, Texas, being more particularly described in Exhibit "A" attached

hereto and incorporated herein for all purposes.

Section 2. That the inhabitants, if any, of the property hereby annexed to the City of Navasota, Texas shall be entitled to all the rights and privileges of said citizens of the City of Navasota, Texas, and shall be bound by the acts, ordinances, codes, resolutions and regulations of the City of Navasota, Texas.

Section 3. That the Service Plan Agreement which is attached hereto as Exhibit "B" is hereby incorporated herein as part of this Ordinance for all purposes.

Section 4. That the official map and boundaries of the City of Navasota, Texas, heretofore adopted and amended be and is hereby amended so as to include the aforementioned area as part of the City of Navasota, Texas.

Section 5. That the City Secretary is hereby directed and authorized to perform or cause to be performed all acts necessary to amend the official map of the City of Navasota, Texas to add the territory hereby annexed as required by law.

Section 6. That this Ordinance shall become effective after its passage.

Section 7. That the Mayor is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerk, and to perform all other acts necessary to notify the appropriate entities of the City's annexation of territory by this Ordinance.

Section 8. If any section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance be found to be illegal, invalid or unconstitutional or

if any portion of said property is incapable of being annexed by the City of Navasota, Texas, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and as to this end the provisions of this Ordinance are declared to be severable.

Section 9. That the meetings at which this Ordinance was considered and enacted were open to the public as required by the Texas Open Meetings Act, and that notice of the time, place, and subject matter of the meetings was given as required by the Texas Open Meetings Act.

PASSED ON FIRST READING THIS THE 13th DAY OF FEBRUARY, 2023.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED ON SECOND AND FINAL READING THIS THE 27TH DAY OF FEBRUARY, 2023.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

METES AND BOUNDS DESCRIPTION
of a
1.310 Acre Tract
James Whitesides Survey, A-62, Grimes County, Texas
December 7, 2020

All certain tract or parcel of land lying and being situated in Grimes County, Texas, out of the James Whitesides Survey, Abstract No. 62, being a part of Tract Two, called 27.49 acres, as described in a Warranty Deed with Vendor' Lien from Torres Salvage, Inc. to James C. Hassell, et ux, dated March 16th, 2018, of record in Volume 1684, Page 451 of the Real Property Records of Grimes County, Texas, being a part of a called 1.2275 acre tract as described in a General Warranty Deed from Robert L. Waltrip to Meaux Hassell LLC, dated January 25, 2018, of record in Volume 1676, Page 324 of the Real Property Records of Grimes County, Texas and more fully described as follows:

COMMENCING at a found 5/8 inch iron rod, in fence line, for a Northwest corner of Pecan Lakes Estates, Phase 3, Section 1, (Plat - Doc. No. 309888), the Northwest corner of Sand Trap Lane (60 ft. ROW), the Northeast corner of a 0.607 acre tract surveyed this date to be conveyed to Grimes County, in the generally fenced and North line of the called 1.2275 acre tract mentioned above and same being in the South line of a called 9.9 acre tract as described in a Deed to Charles Greenwood, Jr. (1061/421), from which a found 1/2 inch iron rod, at the base of a t-post, for the Northwest corner of said 1.2275 acre tract and the Northerly Northeast corner of the called 27.49 acre tract mentioned above brs. S 87°19'06" W, 105.47 ft.;

THENCE S 02°44'20" E, 60.00 ft., along a portion of the West line of Pecan Lakes Estates, Phase 3, Section 1 and Sand Trap Lane to a found 5/8 inch iron rod for the Southwest corner thereof, the Southeast corner of said 0.607 acre tract surveyed this date, the Northeast corner and **TRUE PLACE OF BEGINNING** of the tract of land herein described;

THENCE S 02°44'20" E, 352.39 ft., along a portion of the West line of Pecan Lakes Estates, Phase 3, Section 1 to a found 1/2 inch iron rod, at t-post, for the Southeast corner of the called 1.2275 acre tract mentioned above, a Northeast corner of the called 27.49 acre tract mentioned above and same being the Southeast corner of the tract of land herein described;

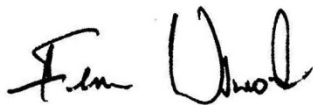
THENCE S 87°15'07" W, along the South line of the called 1.2275 acre tract mentioned above, a North line of the called 27.49 acre tract mentioned above and **PASSING** at 15.00 ft. a set 5/8 inch iron rod for the Easterly Northeast of a 10.00 acre tract surveyed this date, in the West line of a called 15 ft. drainage easement ("to be dedicated in the future") per the Final Plat of Pecan Lakes Estates, Phase 3, Section 1, continuing along said lines and **PASSING** at 105.62 ft. a found 1/2 inch iron rod, at t-post, for the Southwest corner of said 1.2275 acre tract and an interior corner of said 27.49 acre tract and continuing for a **TOTAL DISTANCE** of 162.09 ft. to a set 5/8 inch iron rod for the Southwest corner of the tract of land herein described and same being an interior corner of said 10.00 acre tract surveyed this date;

THENCE N 02°43'02" W, 351.60 ft., along an East line of said 10.00 acre tract surveyed this date to a set 5/8 inch iron rod for the Northerly Northeast corner thereof, the Northwest corner of the tract of land herein described and same being in a South line of said 0.607 acre tract surveyed this date;

THENCE N 86°19'55" E, 56.96 ft., along a South line of said 0.607 acre tract surveyed this date to a set 5/8 inch iron rod for a common angle point in line for corner;

THENCE N 87°19'06" E, 105.01 ft., along a South line of said 0.607 acre tract surveyed this date to the **TRUE PLACE OF BEGINNING** and containing 1.310 acres of land.

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



Steven M. Wisnoski 12-07-2020
Registered Professional Land Surveyor
State of Texas No. 6006
Job #: 2014-04-03-01



"EXHIBIT B"

CITY OF NAVASOTA, TEXAS

ANNEXATION SERVICE PLAN AGREEMENT

Introduction:

Pursuant to the Local Government Code, Chapter 43, Section 43.0672, the City of Navasota has prepared this service plan agreement for the delivery of municipal services to the territory being proposed for annexation to the City. The area proposed for annexation consists of one tract of land containing a total of 1.310 acres. The area proposed for annexation is located along the western city limits line adjacent to Pecan Lakes Estates Phase 3 Section 1. The annexation of this property is requested by James C. Hassell, by a petition dated January 4, 2023. The property boundaries are contiguous with the existing city limits and are entirely within the City's extraterritorial jurisdiction (ETJ). There are no industrial businesses in this area. The land is Agricultural Open Space in all areas and is adjacent to the Pecan Lakes Estates Subdivision.

FOR SERVICES ON THE EFFECTIVE DATE OF ANNEXATION:

1. POLICE PROTECTION

The City of Navasota, Texas, and its Police Department will provide police protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Navasota, Texas, with similar topography, land use and population density within the newly annexed area.

2. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

The City of Navasota, Texas, is presently serviced by the Navasota Fire Department, which will provide fire protection and emergency medical services to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Navasota, Texas, with similar topography, land use and population density within the City.

3. SOLID WASTE COLLECTION

At the present time the City of Navasota, Texas, is using a franchised contractor for collection of solid waste and refuse within the city limits of the City of Navasota, Texas. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to citizens in the newly annexed area to the extent that the City's contractor has access to the area to be serviced.

4. MAINTENANCE OF WATER AND WASTE WATER FACILITIES

Any and all water and wastewater facilities owned or maintained by the City of Navasota, Texas, and situated in the area at the time of the proposed annexation shall continue to be maintained by the City of Navasota, Texas. Any and all water facilities which may be

acquired subsequent to the annexation of the proposed area shall be maintained by the City of Navasota, Texas, to the extent of its ownership. The now existing water and wastewater mains at their existing locations shall be available for point of use extension based upon the current City's standard water and wastewater extension policies now existing or as may be amended.

5. MAINTENANCE OF ROADS AND STREETS

The City Council of the City of Navasota, Texas, is not aware of the existence of any roads or streets now located in the area proposed for annexation. In the event any such roads or streets do exist and are public facilities owned by or dedicated to the City of Navasota, Texas, the City will maintain such areas to the same extent and degree that it maintains roads and streets and other similar facilities of the City of Navasota, Texas. Any and all roads or streets which have been dedicated to and accepted by the City of Navasota, Texas, or which are owned by the City of Navasota, Texas, shall be maintained to the same degree and extent that other roads and streets are maintained in areas with similar topography, land use and population density. Any and all lighting of road and streets which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the applicable utility company servicing the City of Navasota, Texas, pursuant to the rules, regulations and fees of such utility.

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of Navasota, Texas, is not aware of the existence of any parks, playgrounds or public swimming pools now located in the area proposed for annexation. In the event any such parks, playgrounds or swimming pools do exist and are public facilities, the City of Navasota, Texas, will maintain such areas to the same extent and degree that it maintains parks, playgrounds and swimming pools and other similar areas of the City now incorporated in the City of Navasota, Texas.

7. MAINTENANCE OF ANY PUBLICLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Navasota, Texas, is not aware of the existence of any publicly owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly owned facility, building or municipal service does exist and are public facilities, the City of Navasota, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings or municipal services of the City now incorporated in the City of Navasota, Texas.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS TO BEGIN WITHIN 2-1/2 YEARS:

1. POLICE PROTECTION, FIRE PROTECTION & SOLID WASTE COLLECTION

The City Council of the City of Navasota, Texas, finds and determines it to be unnecessary

to acquire or construct any capital improvement within 2-1/2 years of the effective date of the annexation of the particular annexed area for the purposes of providing police protection, fire protection or solid waste collection. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Navasota, Texas, with the same or similar topography, land use and population density.

2. WATER FACILITIES

For the next 2-1/2 years the City Council of the City of Navasota, Texas, believes that City water and wastewater mains exist for points of connection for serviceable extensions to provide water and wastewater service within the area to be annexed pursuant to the City's standard water extension policies now in existence or as may be amended by the City Council.

3. ROADS AND STREETS

Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and population density.

4. MAINTENANCE OF PARKS, PLAYGROUNDS, AND SWIMMING POOLS, AND THE MAINTENANCE OF ANY OTHER PUBLICLY OWNED FACILITY, BUILDING OR SERVICE

To the extent that it becomes necessary because of development demands, population growth, and a bona fide need, the City Council of the City of Navasota, Texas, will undertake to provide any such facility which it deems necessary to adequately provide for the health and safety of the citizens of the newly incorporated area based upon the standard considerations of topography, land use and population density.

SPECIFIC FINDINGS

The City Council of the City of Navasota, Texas, finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Furthermore, the City Council of the City of Navasota, Texas, finds and determines the nature of the area is characteristically different from other developed areas within the corporate limits of the City of Navasota, Texas. Consequently, because of the differing characteristics of topography, land use and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided to other areas of the City of Navasota, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Navasota, Texas, will undertake to perform consistent with this service plan so as to provide this newly annexed area with the same type, kind and quality of

service presently enjoyed by the citizens of the City of Navasota, Texas, who reside in areas of similar topography, land use and population density.

APPROVED on this the 23rd day of January 2023.

CITY OF NAVASOTA, TEXAS



BERT MILLER, MAYOR

ATTEST:



SUSIE M. HOMEYER, CITY SECRETARY



LAND OWNER



James C. Hassell



REQUEST FOR CITY COUNCIL AGENDA ITEM #7

Agenda Date Requested: February 13, 2023

Requested By: Lupe Diosdado, Director

Department: Development Services

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Interlocal Cooperation Agreement

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

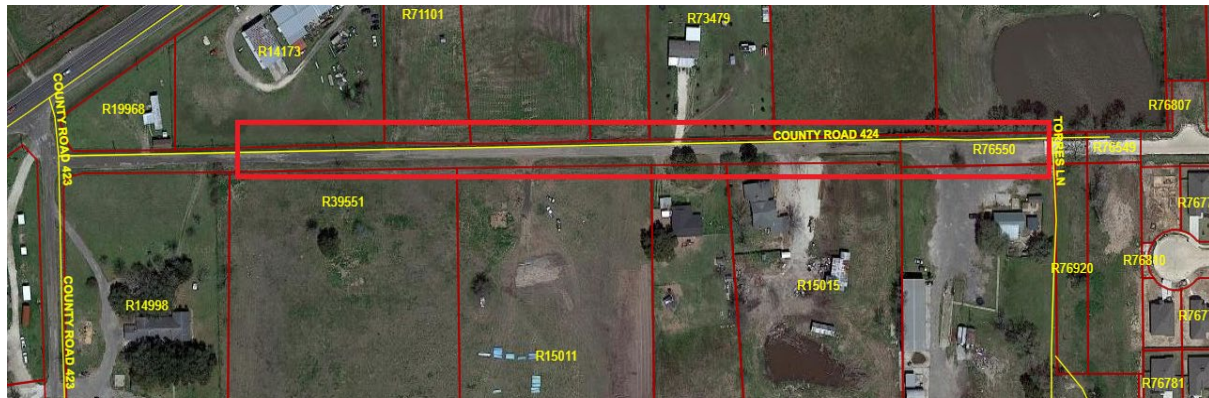
Budgeted Item: ☐ Yes ☒ No

AGENDA ITEM #7

Consideration and possible action on an interlocal cooperation agreement between the City of Navasota, Grimes County and J&H Navasota Development, LLC, for the improvement of County Road 424.

SUMMARY & RECOMMENDATION

Pecan Lakes Estates Phase 4 is nearing completion and there will soon be new homes starting construction. The current condition of County Road 424 is not conducive for the increased traffic that will be generated by the new phase of the subdivision.



J&H Navasota Development, LLC, the developer of Pecan Lakes Estates is proposing to improve CR 424 to a concrete roadway with similar characteristics of the streets found in the subdivision. Since CR 424 is located within the ETJ the City of Navasota (City), has regulating authority over any improvements to the roadway.

To streamline the development process the proposed Interlocal Cooperative Agreement (ILCA) designates Grimes County (County) regulatory authority over the design and construction management of the project to County standards vs adopted City requirements. The County will be responsible for the survey, engineering design and construction management of the project. J&H Navasota Development will be tasked to complete the construction.

The current roadway is approximately 14 feet wide; the proposed improvements will widen the road to 25 feet wide with drainage related improvements.

The proposed ILCA has been reviewed by City's legal counsel as well as the County Attorney and proposed contractor. Staff recommends approving the ILCA for the improvement of CR 424. The ILCA will be considered at Grimes County Commissioners Court at a future meeting.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny the interlocal cooperation agreement between the City of Navasota, Grimes County and J&H Navasota Development, LLC, for the improvement of County Road 424.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

2/6/23

Date

**AGREEMENT BETWEEN GRIMES COUNTY, TEXAS,
THE CITY OF NAVASOTA, TEXAS AND J & H NAVASOTA DEVELOPMENT, LLC**

THE STATE OF TEXAS)
)
THE COUNTY OF GRIMES)

This Interlocal Cooperation Agreement ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and Texas Local Government Code §242.001, by and between **GRIMES COUNTY, TEXAS** ("the **COUNTY**" herein), a body politic under the laws of the State of Texas, the **CITY OF NAVASOTA, TEXAS** ("the **CITY**" herein), a Texas home-rule municipal corporation, and **J & H NAVASOTA DEVELOPMENT, LLC** ("**J & H**" herein), a Texas limited liability company, is as follows:

RECITALS:

WHEREAS, **J & H** is the developer of Pecan Lakes Estates Subdivision, a subdivision which lies partially within the **CITY's** corporate limits and partially within the **CITY's** extraterritorial jurisdiction ("ETJ" herein);

WHEREAS, sections of Pecan Lakes Estates Subdivision are accessed via Grimes County Road 424 ("the Road" herein), and the Road needs improvement for future growth;

WHEREAS, a portion of the Road is within the **CITY's** limits, and a portion of the Road is within the ETJ as shown in Exhibit A attached hereto and incorporated by reference;

WHEREAS, the Parties desire to improve a portion of the Road from Sand Trap Lane, a street in Pecan Lakes Estates Phase 3 to the western entry of Pecan Lakes Estates Phase 4;

WHEREAS, the **COUNTY** has adopted subdivision regulations pursuant to Texas Local Government Code Chapter 232;

WHEREAS, the **CITY** has adopted subdivision regulations pursuant to Texas Local Government Code Chapter 212;

WHEREAS, the **COUNTY** and the **CITY** have in place an Interlocal Agreement pursuant to Texas Local Government Code §242.001 and Texas Government Code Chapter 791 regarding regulation of plats and related road improvements, which Interlocal Agreement designates the **CITY** as the authority to approve plats and road improvements within the ETJ;

WHEREAS, Texas Local Government Code §242.001(d)(3) provides that a municipality and a county may apportion the area within the extraterritorial jurisdiction of the municipality with the municipality regulating subdivision plats and approving related

permits in the area assigned to the municipality and the county regulating subdivision plats and approving related permits in the area assigned to the **County**;

WHEREAS, **J & H** is willing to pay for and construct a 25-foot wide concrete road and associated drainage within the relevant portion of the Road;

WHEREAS, the **COUNTY** and the **CITY** find that it would serve public purposes of both to enter into an Agreement for the improvement of the Road; and

WHEREAS, pursuant to Texas Transportation Code §252.314, a commissioners court may accept donations of labor, money, or other property to aid in the building or maintaining of roads in the county, and pursuant to Texas Local Government Code §81.032, a commissioners court may accept a donation of labor or services, gift, grant, donation, bequest, or devise of money or other property on behalf of the county, including a donation under Chapter 38, Government Code, for the purpose of performing a function conferred by law on the county or a county officer.

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants contained herein, the **COUNTY**, the **CITY**, and **J & H** agree as follows:

1. Agreement
 - a. The **COUNTY** will pay for the survey and design of the section of the Road to be improved, namely from Sand Trap Lane in Pecan Lakes Estates Phase 3 to the western entry of Pecan Lakes Estates Phase 4, a distance of approximately 1400 linear feet, as shown in Exhibit A. The **COUNTY** will agree to waive its standard sixty (60) feet road-width dedication requirement for county road right of way and allow the utilization of the existing road right of way where it exists and is no less than forty (40) feet in width.
 - b. The **CITY** will permit the relevant portion of the Road and associated drainage improvements to be designed and built to **COUNTY** subdivision standards rather than City subdivision standards pursuant to Texas Local Government Code §242.001(d)(3).
 - c. **J & H** will pay for and construct a concrete road, having a width of no less than 25 feet, and associated drainage improvements within the relevant portion of the Road. The road and drainage improvements will be constructed to the relevant standards of the **COUNTY**, and said construction shall be completed within one year after the Effective Date of this Agreement. The Grimes County Road and Bridge Engineer shall be provided notice by **J & H** at least 48 hours prior to construction of any road or drainage improvements, and the Grimes County Road and Bridge Engineer shall be permitted to inspect all construction by **J & H** hereunder at all times after commencement of construction.

- d. The terms of this Agreement shall be effective until construction described above is completed and approved in writing by the both the **CITY** and the **COUNTY**.

2. Notices

Any notice to the **COUNTY** may be given by certified United States Mail, return receipt requested, postage prepaid, addressed to:

Grimes County, Texas
c/o Joe Fauth III
Grimes County Judge
P.O. Box 160
Anderson, Texas 77830

Any notice to the **CITY** may be given by certified United States Mail, return receipt requested, postage prepaid, addressed to:

City of Navasota
c/o Jason B. Weeks
City Manager
P.O. Box 910
Navasota, Texas 77868

Any notice to the **J & H** may be given by certified United States Mail, return receipt requested, postage prepaid, addressed to:

James Hassell
J & H Navasota Development, LLC
2025 Eagle View Dr.
Navasota, Texas 77868

3. Immunity or Defense

It is expressly understood that the **COUNTY** and the **CITY** do not waive, and shall not be deemed to waive, any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions. Nothing in this Agreement shall be construed to create a right or a ground of recovery for any third party.

4. Breach

The failure of any Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If any Party commits a breach in the performance of any obligation or covenant herein, either non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period

of thirty (30) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within thirty (30) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the thirty (30) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

5. Waiver

The waiver by any party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated in writing by the Party not in breach of this Agreement. The payment or acceptance of fees, compensation or charges for any period after breach shall not be deemed a waiver of any right or acceptance of defective performance.

6. Independent Contractor

Except as provided otherwise herein, all parties shall operate under this Agreement as an independent contractor, and not as an agent, representative or employee of the others. Subject to the terms of this Agreement, each party shall have the right to control the details of its performance hereunder.

7. Governing Law; Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Grimes County, Texas. Where there is conflict between regulations or policies of the **COUNTY** and the **CITY** regarding the design and construction of the Road and associated drainage improvements, the **COUNTY's** regulations or policies shall prevail, except as otherwise expressly provided in this Agreement. Venue for any dispute arising under this Agreement shall be in Grimes County, Texas.

8. Funding

The **COUNTY** will pay for the survey and design services described above from current revenue funds or any other lawfully available source.

J&H will pay for the construction costs of the Road and associated drainage improvements.

9. Severability; Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason

be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

10. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respects to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding. No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the **CITY**, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Navasota, Texas. No official, representative, agent or employee of the **COUNTY**, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Grimes County, Texas.

11. Successors and Assigns; Parties Bound

No party hereto shall assign, sublet or transfer its interest herein without prior written consent of the other parties, and any attempted assignment, sublease or transfer of all or any part hereof without such prior written consent shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

12. Force Majeure

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligation hereunder is delayed for any reason of war; civil commotion, acts of God; epidemic, inclement weather; governmental restrictions, regulations or interferences; fires; strikes; lockouts; national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such party was delayed.

13. Contract Construction

The parties acknowledge that each party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

14. Attorney's Fees

If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing Party shall be entitled to reasonable attorney's fees and costs of the action.

15. Effective Date

The **COUNTY** has executed this agreement pursuant to a valid action of the Grimes County Commissioners' Court taken on _____ at a duly called meeting. The **CITY** has executed this agreement pursuant to a valid action of the City Council taken on _____. The effective date of this Agreement is the later of the two dates below.

GRIMES COUNTY, TEXAS

CITY OF NAVASOTA, TEXAS

Date: _____

Date: _____

By: _____

By: _____

Joe Fauth III, County Judge

Bert Miller, Mayor


Attest: _____
Vanessa Burzynski
Grimes County Clerk

Susie Homeyer
City Secretary

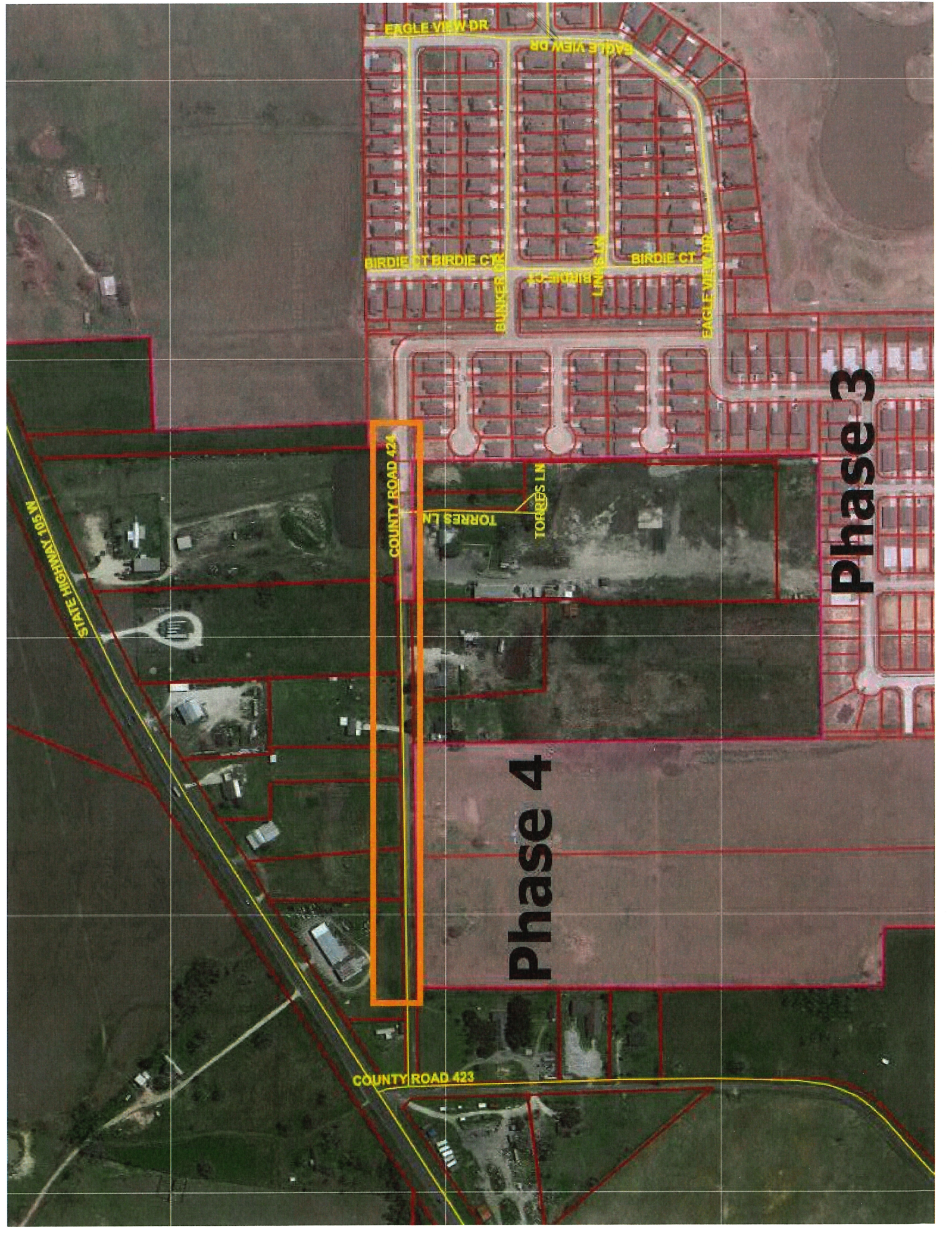
J & H NAVASOTA DEVELOPMENT, LLC


James "Jim" C. Hassell, Member

Date: 2-3-23

Attest: 

Title: _____



Phase 3

Phase 4

EAGLE VIEW DR

EAGLE VIEW DR

BIRDIE CT BIRDIE CT

BUNKER DR

15-BIRDIE LN

BIRDIE CT

EAGLE VIEW DR

COUNTY ROAD 424

TORRES LN

TORRES LN

COUNTY ROAD 423

STATE HIGHWAY 105 W

E x h i b i t A



REQUEST FOR CITY COUNCIL AGENDA ITEM #8

Agenda Date Requested: February 13, 2023

Requested By: Lupe Diosdado, Director

Department: Development Services

☐ Report ☒ Resolution ☐ Ordinance

Exhibits: Resolution No. 729-23, 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 ☒ No

AGENDA ITEM #8

Consideration and possible action approving Resolution No. 729-23, in support for the application of Navasota Manor APTS to the Texas Department of Housing and Community Affairs for the 2023 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 2023 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.

Previously, the City Manager had emailed each council member an email letter he had received about this project. Staff are just now receiving this request from Navasota Manor Apartments asking for formal support for this project. Since this request is not adding any new units to Navasota, staff is recommending City Council to approve Resolution No. 729-23 in support of Navasota Manor APTS rehabilitating Navasota Manor in Navasota.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny Resolution No. 729-23, in support for the application of Navasota Manor APTS to the Texas Department of Housing and Community Affairs for the 2023 Competitive Nine-Percent Housing Tax Credits to rehabilitate affordable rental housing in connection with Navasota Manor.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

2/6/23

Date

RESOLUTION NO. 729-23

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 2023 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# 23102, 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 HTC's 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 13th day of February, 2023.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

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.



Working in

California

Indiana

Michigan

Missouri

Ohio

Texas

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.



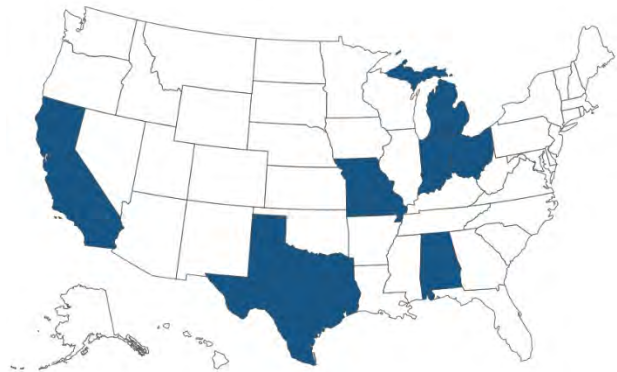
PK Companies offers a full-service approach with a long-term ownership philosophy that includes construction and management. PK is a hands-on organization that has a strong focus on community engagement, agency partnership, curb appeal, and the ongoing maintenance of our communities.

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 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.

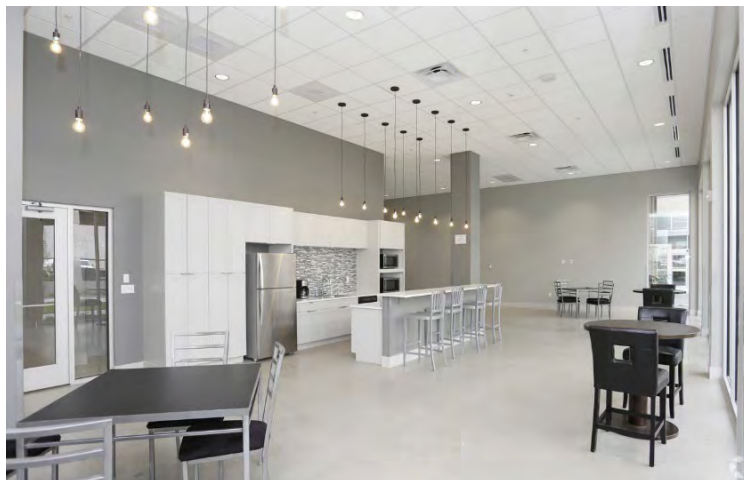
HIGHLIGHTED RECENT PROJECTS

***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 fresh-food 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



PK Companies Real Estate Owned and Managed

Operational Properties Owned and Managed

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

PK Companies Real Estate Owned and Managed

Operational Properties Owned and Managed - Continued

Property Name	City	State	Year Acquired	Development Type	Financing Program	Property Use	Residential 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

PK Companies Real Estate Owned and Managed

Operational Properties Owned and Managed - Continued

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
							Total Operational Properties	Total Residential Units
								25,729
								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

PK Companies Real Estate Owned and Managed

Development Properties Owned & Managed - Continued

Property Name	City	State	Year Acquired	Development Type	Financing Program	Property Use	Residential Units	Commercial Sq Ft
Willow Creek	Escanaba	Michigan	2020	Acquisition	RD/LIHTC	Senior	56	n/a
							18	4,500
							Total Development Properties	Total Residential Units
								Total Commercial Sq Ft

Passive Properties Owned, Not Managed

Property Name	City	State	Year Acquired	Development Type	Financing Program	Property Use	Residential Units	Commercial 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	9,080
							Total Passive Properties	Total Residential Units
								Total Commercial Sq Ft
							110	39,309
							Total Real Estate Owned	Total Residential Units
								Total Commercial Sq Ft

Fee Managed Properties

Property Name	City	State	Year Acquired	Development Type	Financing Program	Property Use	Residential Units	Commercial Sq Ft
Abbott Parkside Apts	East Lansing	Michigan	N/A	Fee Manage	Conventional	Senior	62	n/a
Crockett Manor Apts	Crockett	Texas	N/A	Fee Manage	USDA RD	Multi-Family	40	n/a
Crockett Senior Apts	Crockett	Texas	N/A	Fee Manage	USDA RD	Senior	36	n/a
Jasper Manor	Jasper	Texas	N/A	Fee Manage	USDA RD	Senior	36	n/a

PK Companies Real Estate Owned and Managed

Fee Managed Properties - Continued

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
							Total Fee Managed Properties	Total Residential Units
								0
							124	5,265
							Total Real Estate Owned & Managed	Total Residential Units
								39,309
								Total Commercial Sq Ft





REQUEST FOR CITY COUNCIL AGENDA ITEM #9

Agenda Date Requested: February 13, 2023

Requested By: Susie Homeyer, City Secretary

Department: Administration

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Election Order

Appropriation

Source of Funds: NA

Account Number: NA

Amount Budgeted: NA

Amount Requested: NA

Budgeted Item: ☒ Yes ☐ No

AGENDA ITEM #9

Consideration and possible action on approval of the order of election for the May 6, 2023, election to elect two City Councilmembers to Positions 4 and 5.

Consideraci'on y acci'on posible en aprobar la orden de la elecci'on para que la elecci'on del 6 de mayo de 2023 elija dos la ciudad Councilmembers a las posiciones 4 and 5.

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 62nd day before election day. The City Charter states that the Councilmembers shall order the election at 30 days before the election. The period of January 23, 2023, through February 17, 2023, is the period recommended for calling the election and posting notice of election.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny the Order of Election for the May 6, 2023, election to elect two City Councilmembers to Positions 4 and 5.

Approved for the City Council meeting agenda.

Jason Weeks
Jason B. Weeks, City Manager

2/6/23
Date

ORDER OF GENERAL ELECTION FOR MUNICIPALITIES

ORDEN DE ELECCIÓN GENERAL PARA MUNICIPIOS

An election is hereby ordered to be held on _____/_____/_____ for the purpose of voting on:
(date)

(Por la presente se ordena celebrar una elección el _____/_____/_____ con el propósito de votar sobre.)
(fecha)

List Offices/Propositions/Measures on the ballot (*Enúmere los puestos/proposiciones/medidas oficiales en la boleta*)

[illegible]

Early voting by personal appearance will be conducted each weekday at:
(*La votación adelantada en persona se llevará a cabo de lunes a viernes en:*)

The Main Early Voting Location (*sitio principal de votación adelantada*)

Location (*sitio*) _____ Hours (*horas*) _____

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Branch Early Voting Locations (*sucursal sitios de votación adelantada*)

Location (*sitio*) _____ Hours (*horas*) _____

[illegible]

Early voting by personal appearance will be conducted each weekend at:
(La votación adelantada en persona se llevará a cabo en el fin de semana en:)

The Main Early Voting Location (*sitio principal de votación adelantada*)

Location (*sitio*) _____ Hours (*horas*) _____

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Branch Early Voting Locations (*sucursal sitios de votación adelantada*)

Location (*sitio*) _____ Hours (*horas*) _____

[illegible]

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Name of Early Voting Clerk
(Nombre del Secretario/a de la Votación Adelantada)

Address (Dirección)

City (Ciudad) Zip Code (Código Postal)

Telephone Number (Número de teléfono)

Email Address (Dirección de Correo Electrónico)

Early Voting Clerk’s Website (Sitio web del Secretario/a de Votación Adelantada)

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

_____/_____/_____.
(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

_____/_____/_____.
(date)(fecha)

Issued this _____ day of _____, 20_____.
(day) (month) (year)

(Emitida este día _____ de _____, 20_____.)
(día) (mes) (año)

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)

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(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)

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 #10

Agenda Date Requested: <u>February 13, 2023</u>	Appropriation
Requested By: <u>Susie Homeyer, City Secretary</u>	Source of Funds: <u>General Fund</u>
Department: <u>Administration</u>	Account Number: <u>100-582-620.01</u>
<input type="radio"/> Report <input checked="" type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>\$7,500</u>
	Amount Requested: <u>\$5,974</u>
	Budgeted Item: <input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: Resolution No. 730-23

AGENDA ITEM #10

Presentation, discussion, and possible action on Resolution No. 730-23, approving 2023 Joint Election Contract between the City of Navasota, Texas, Grimes County, Texas and Navasota Independent School District.

Presentación, discusión, y posible acción sobre la Resolución No. 730-23, 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 to contract with 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 charge 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 provided City Council with a cost estimate of what the election in May 2023 is expected to cost.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny Resolution No. 730-23, approving the 2023 Joint Election Contract between the City of Navasota, Texas, Grimes County, Texas and Navasota Independent School District.

Approved for the City Council meeting agenda.

Jason Weeks

Jason B. Weeks, City Manager

2/6/23

Date

RESOLUTION NO. 730-23

**RESOLUTION APPROVING 2023 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 2023 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 2023 Joint Contract by and among the City of Navasota, Texas, Navasota Independent School District and Lucy Ybarra, Grimes County Election Administrator of Grimes County, Texas, for the conduct and supervision of the Joint Election on May 6, 2023, said contract attached hereto as **Exhibit "A"** and incorporated herein for all purposes.

PASSED AND APPROVED THIS THE 13TH DAY OF FEBRUARY, 2023.

BERT MILLER, MAYOR

ATTEST:

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 13th day of February, 2023, by and between the City of Navasota, hereinafter referred to as “Entity,” and Rachel Walker County Election Administrator of Grimes County, Texas. All contracting entities are in agreement that elections referenced in this contract include elections scheduled for May 6, 2023, as well as any resulting runoffs. All election date references include early voting dates.

For the purpose of the above-mentioned Joint Election Agreement, all Entities agree to utilize Early Voting and Election Day voting locations identified by Grimes County and the Elections Administrator.

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 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.
- 2) Each entity agrees to share equally the expense of Early Voting and Election Day polling locations, to include staffing, supplies, equipment, and other related cost.
- 3) Each entity agrees to share equally, the expense of ballot production, programming, shipment, and equipment predefinition.
- 4) Entities agreeing to participate in the Joint Election agree 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.
- 5) If one entity cancels its election, the remaining entities holding an election will be responsible for all election costs incurred in the Joint Election.
- 6) Each 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. Each 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 entities participating in the election.

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 requesting 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 Grimes County, 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:

Signature

Date

City of Navasota
Political Subdivision

Signature

Date

Grimes County Elections Administrator



Election Name : General Election: City & Schools

Election Administrator: Lucy L. Ybarra

Election Date: Saturday May 6 2023

COST ESTIMATE for 2023 ELECTIONS

<u>Vendor Name</u>	<u>Cost Type</u>	<u>Minor District Name</u>
HART	Ballot Printing & Programming	\$1,800.00
TX Voting Systems	Tech & Site Support	\$1,100.00
Grimes County	Election Kits/Documents	\$25.00
	Precinct Supplies	\$15.00
	Equipment Rental	\$75.00
	Equipment Delivery- Staff	\$60.00
	Interpreter	\$60.00
	Pct Election Staff	\$2,000.00
	Tabulation Supervisor	\$30.00
Grimes Cty-Central CT Staff	Central Count Staff-EVBB	\$63.75
	Ballot By Mail Team	\$100.00
	Provisional Ballot Staff	\$35.00
	Postage	\$65.00
AT&T	Curbside Contacts/Mifis	\$100.00
Grimes County	Election Day Mileage	\$100.00
Navasota Examiner	Legal Notices & Ads: LAT, Election Not. & Polling	\$150.00
Grimes County	Shipping & Handling	\$160.00
	Fuel	\$10.00
Anderson Baptist Church	Polling Place / Training Rental	\$25.00
Planters Masonic Lodge		
Total		\$5,973.75



Grimes Co. E.A.- L. Ybarra





REQUEST FOR CITY COUNCIL AGENDA ITEM #11

Agenda Date Requested: February 13, 2023
Requested By: Susie Homeyer, City Secretary
Department: Administration
☐ Report ☐ Resolution ☒ Ordinance

Exhibits: Minutes for January 2023, Municipal Court Report for January 2023, Ordinance No. 1014-23, Ordinance No. 1015-23 and Ordinance No. 1016-23

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

AGENDA ITEM

Consent agenda items are:

A&B. Approve the minutes from January 2023 and the Municipal Court report, for January 2023

C. Approve second reading of Ordinance No. 1014-23, rezoning 35.13 acres, more particularly described as A0055-0 D. Tyler, Tract 4, from A/O: Agriculture/Open space district to “Pecan Grove Estates PUD” a planned unit development.

D. Approve second reading of Ordinance No. 1015-23, amending Chapter 3 Building Regulations, Article 3.06 Signs related to Freeway and Freestanding Signs.

E. Approve the first reading of Ordinance No. 1016-23, authorizing participation with other Entergy service area cities in matters concerning Entergy Texas, Inc. at the Public Utility Commission of Texas in 2023, authorizing the hiring of lawyers and rate experts, authorizing the City’s participation to the full extent permitted by law at the Public Utility Commission of Texas.

SUMMARY & RECOMMENDATION

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

A&B: Staff has placed the minutes for January 2023 and Municipal Court report for January 2023 on the consent agenda for approval.

C: Staff has placed the second reading of Ordinance No. 1014-23, rezoning 35.13 acres, more particularly described as A0055-0 D. Tyler, Tract 4, from A/O: Agriculture/Open space district to "Pecan Grove Estates PUD" a planned unit development on the consent agenda for approval.

D. Staff has placed the second reading of Ordinance No. 1015-23, amending Chapter 3 Building Regulations, Article 3.06 Signs related to Freeway and Freestanding Signs on the consent agenda for approval. This Ordinance has been corrected to reflect the changes to the original first reading of the Ordinance on January 23, 2023.

E. Staff has placed the first reading of Ordinance No. 1016-23, authorizing participation with other Entergy service area cities in matters concerning Entergy Texas, Inc. at the Public Utility Commission of Texas in 2023; authorizing the hiring of lawyers and rate experts; and authorizing the City's participation to the full extent permitted by law at the Public Utility Commission of Texas on the consent agenda for approval.

ACTION REQUIRED BY CITY COUNCIL

Approve Consent Agenda: Approve the minutes and Municipal Court report for January 2023; the second reading of Ordinance No. 1014-23, rezoning 35.13 acres, more particularly described as A0055-0 D. Tyler, Tract 4, from A/O: Agriculture/Open space district to "Pecan Grove Estates PUD" a planned unit development; the second reading of Ordinance No. 1015-23, amending Chapter 3 Building Regulations, Article 3.06 Signs related to Freeway and Freestanding Signs; and the first reading of Ordinance No. 1016-23, authorizing participation with other Entergy service area cities in matters concerning Entergy, Texas, Inc. at the Public Utility Commission of Texas in 2023, authorizing the hiring of lawyers and rate experts, authorizing the City's participation to the full extent permitted by law at the Public Utility Commission of Texas on the consent agenda for approval.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

2/6/23

Date

**MINUTES
SPECIAL MEETING
JANUARY 9, 2023**

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, Councilmember, Place # 1

Josh M. Fultz, Councilmember, Place # 3

Bert Miller, Mayor, Place # 4

(Pattie Pederson, Councilmember, Place # 2 and Grant E. Holt, Mayor Pro-Tem, Place # 5 were absent)

Thus constituting a quorum.

STAFF PRESENT: Jason Weeks, City Manager; Susie M. Homeyer, City Secretary; Cary Bovey, Legal Counsel; Bobbie Ullrich, Marketing and Communication Director; Mike Mize, Police Chief; Jose Coronilla, Director of Streets and Sanitation, Lupe Diosdado, Development Services Director; Jason Katkoski, Fire Chief/EMC; Peggy Johnson, HR Director; Maribel Frank, Chief Financial Officer and Jennifer Reyna, Public Works Director.

VISITORS: Connie Clements, Deborah Richardson and Matthew Garrett.

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

1. Mayor Bert Miller called the meeting to order at 4:35 p.m.
2. The Invocation and the Pledge of Allegiance to the American Flag and the Texas Flag was dispensed.
3. Remarks of visitors: None.
4. A workshop was held on the results of the City of Navasota water, wastewater, and natural gas rate study conducted by NewGen Strategies & Solutions. The study consisted of gathering data, working on revenue requirements and a 5-year financial plan. Once the utility rate design is completed it would provide revenue to cover operations, future capital, additional personnel and debt payments and coverage.

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

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**MINUTES
REGULAR MEETING
JANUARY 9, 2023**

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

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

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

Thus constituting a quorum.

STAFF PRESENT: Jason Weeks, City Manager; Susie M. Homeyer, City Secretary; Cary Bovey, Legal Counsel; Bobbie Ullrich, Marketing and Communication Director; Mike Mize, Police Chief; Lupe Diosdado, Development Services Director; Jason Katkoski, Fire Chief/EMC; Peggy Johnson, HR Director; Maribel Frank, Chief Financial Officer and Jennifer Reyna, Public Works Director.

VISITORS: Connie Clements, Deborah Richardson, Mac Vaughn, Ethan Barcak, Chris Tucker, Deborah Welchel, Don Welchel, Mary Jones, Angela Bryant, Valory Barnett, Steven Richards, Clyde Hudson, Matt Silcox, Ella Jones, Jana Russell, Valory Barnett, Steven Richards and Michele Steinhauser.

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

1. Mayor Bert Miller called the meeting to order at 6:00 p.m.
2. Invocation was given by Mac Vaughn. The City Council, staff members and visitors then recited the Pledge of Allegiance to the American Flag and the Texas Flag.
3. Remarks of visitors: None.
4. Staff report:
 - a) HR Director Peggy Johnson introduced the following new employee: Maribel Frank, Chief Financial Officer.
 - b) Jennifer Reyna, Public Works Director gave an update on Capital Improvements Project, the AWOS, Public Works Warehouse, Capital Improvement project for utilities and the Sidewalk and Streetscape project.

c) There was not an update on Boards and Commissions; and

d) Councilmembers and staff informed the audience about upcoming events.

5. Councilmember Josh Fultz moved to approve Resolution No. 723-23, designating the persons authorized to sign checks and authorizing designated persons to access bank accounts for certain purposes, with noted corrections, seconded by Mayor Pro-Tem Grant Holt and with each Councilmember that was present voting AYE, the motion carried.

6. Mayor Pro-Tem Grant Holt moved to approve TexPool amending Resolution No. 724-23, designating Maribel Frank, Jason B. Weeks, Susie Homeyer and Rayna Teicheira as the authorized representatives for the City of Navasota accounts with TexPool, seconded by Councilmember Bernie Gessner and with each Councilmember that was present voting AYE, the motion carried.

7. Councilmember Bernie Gessner moved to approve TexSTAR amending Resolution No. 725-23, designating Maribel Frank, Jason B. Weeks, Susie Homeyer and Rayna Teicheira as the authorized representatives for the City of Navasota accounts with TexSTAR, seconded by Councilmember Josh Fultz and with each Councilmember that was present voting AYE, the motion carried.

8. Councilmember Bernie Gessner moved to approve designating Maribel Frank, Jason B. Weeks, Susie Homeyer and Rayna Teicheira as the authorized representatives for the City of Navasota accounts with TexasCLASS, seconded by Councilmember Josh Fultz and with each Councilmember that was present voting AYE, the motion carried.

9. Councilmember Bernie Gessner moved to approve Resolution No. 726-23, in support for the application of Volunteers of America to the Texas Department of Housing and Community Affairs for the 2023 Competitive Nine-Percent Housing Tax Credits to rehabilitate affordable rental housing in connection with Buckingham Gardens, seconded by Councilmember Josh Fultz and with each Councilmember that was present voting AYE, the motion carried.

10. Councilmember Josh Fultz moved to approve a license agreement with Grimes County.Net for water tower space on the City of Navasota water tower to provide wireless internet services to the community, with corrections noted, seconded by Councilmember Bernie Gessner and with each Councilmember that was present voting AYE, the motion carried.

11. Councilmember Josh Fultz moved to approve a license agreement with Wi-Fi for water tower space on the City of Navasota water tower to provide wireless internet services to the community, with noted changes, seconded by Councilmember Bernie Gessner and with each Councilmember that was present voting AYE, the motion carried.

12. Councilmember Bernie Gessner moved to approve the consent agenda which included the minutes and Municipal Court report for December 2022, seconded by

Councilmember Josh Fultz and with each Councilmember that was present voting AYE, the motion carried.

13. 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; and

The City Council met in Executive Session in accordance with Texas Government Code, Section 551.074, Personnel Matters, concerning evaluation of Legal Counsel for the City of Navasota, and associated matters. The time was 6:44 p.m.

14. The City Council reconvened in open session at 8:09 p.m.

15. Mayor Pro-Tem Grant Holt moved to amend annual employment agreement with the City Manager with an annual base salary of \$145,000, with the car allowance and cell phone allowance remaining the same, seconded by Councilmember Josh Fultz and with each Councilmember that was present voting AYE, the motion carried.

16. Mayor Pro-Tem Grant Holt moved to approve the updated engagement letter with Legal Counsel, seconded by Councilmember Josh Fultz and with each Councilmember that was present voting AYE, the motion carried.

17. Mayor Bert Miller adjourned the meeting at 8:13 p.m.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**MINUTES
SPECIAL MEETING
JANUARY 11, 2023**

The City Council of the City of Navasota, Grimes County, Texas met at the Navasota Center, located at 101 Stadium Drive, Navasota, Texas 77868 at 10:00 a.m. on the above date with the following being present:

**Bernie Gessner, Councilmember, Place # 1
Pattie Pederson, Councilmember, Place # 2
Josh M. Fultz, Councilmember, Place # 3
Bert Miller, Mayor, Place # 4**

(Grant E. Holt, Mayor Pro-Tem, Place # 5 was absent)

Thus constituting a quorum.

STAFF PRESENT: Jason Weeks, City Manager; Susie M. Homeyer, City Secretary; Bobbie Ullrich, Marketing and Communication Director; Mike Mize, Police Chief; Lupe Diosdado, Development Services Director; Jason Katkoski, Fire Chief/EMC; Peggy Johnson, HR Director; Rayna Teicheira, Economic Development Director; Jennifer Reyna, Public Works Director; and Maribel Frank, Chief Financial Officer.

VISITORS: Sidney Abney, David Aguilar, Chadler Arden, Sharon Atkinson, Lynn Ash, Ethan Barcak, Corrin Barrow, Marilyn Bettes, Melissa Bochat, William Bond, Eddie Bosse, Max Brand, Stephanie Burzynski, Gary Chaney, Connie Clements, Loy Coffey, Ana Cosino, Bryan Bullington, Andrea Crawford, Michael Dearing, Vanessa Burzynski, T. J. Green, Aaron Farmer, Sherry Fauth, Joe Fauth III, Karla Flanagan, Stacey Forgason, Jonathan Fuller, Yolanda Fultz, Jackson Fultz, Jon Fultz, Laurie Glameyer, Michelle Bobo, Ronnie Gonzales, Kenneth Graves, Karen Hale, John Henry, Kimberly Hertan, Elease Hill, Sivaj Senapath, Tami Hons, Kirk Surber, Justin Sandoval, Lynn Simmons, Julian Jenkins, Jim Jones, Trey Kirby, Cecilia Maddox, Kandis Martinez, Steven Martinez, Geneva Maynard, Scott McDonald, Blair Meekins, Chris Mires, Jared Morris, Jeff Murray, Stu Musick, Melanie Nixon, Brandon Northcut, Michael Ogorchock, Jared Patout, Mike Pederson, Andrew Pendleton, Bryan Reece, Maegan Rich, Maggie Rico, Keith Rodgers, Henry Sanders, Suzan Sechelski, Cody Sechelski, Colleen Sechelski, Brittany Sechelski, Sharon Coffey, Terri Seiter, Mary Ann Shiflett, Meribeth Shimshack, Cassidy Smart, Marcie Snyder, Roby Somerford, Brad Stafford, Justin Stapleton, Cody Stelter, Tracy Stone, Jarred Taylor, Cole Thompson, Nancy Vaditto, Mac Vaughn, Audrey Vogel, Barbara Walker, Bridgette Wellendorf, Dianna Westmoreland, Patty Whitney, Erin Wilhite, Tim Wolff, Anne Marie Wood, Darlene Wood, Lucy Ybarra and Matthew Ybarra.

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

A quorum of the City Council attended the State of the City Address given by Mayor Bert Miller, Judge Joe Fauth, Superintendent Stu Musick and Retail Coach Aaron Farmer.

The meeting adjourned at 12:45 p.m.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**MINUTES
SPECIAL MEETING
JANUARY 23, 2023**

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 4:45 p.m., Navasota, Texas on the above date with the following being present:

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

Thus constituting a quorum.

STAFF PRESENT: Jason Weeks, City Manager; Susie M. Homeyer, City Secretary; Cary Bovey, Legal Counsel; Bobbie Ullrich, Marketing and Communication Director; Jose Coronilla, Director of Streets and Sanitation; Lupe Diosdado, Development Services Director; Maribel Frank, Chief Financial Officer; Jennifer Reyna, Public Works Director and Rayna Teicheria, Economic Development Director.

VISITORS: Connie Clements.

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

1. Mayor Bert Miller called the meeting to order at 4:45 p.m.
2. Remarks of Visitors: None.
3. Economic Development Director Rayna Teicheira presented the City Council with the Downtown Assessment Report that was conducted by Texas Downtown (TXDT). The report provided the community, staff and City Council with a guide of how to continue to support downtown businesses, encourage tourism, and begin thinking about long-term planning to continue a positive trajectory and success in downtown Navasota.
4. Mayor Bert Miller adjourned the meeting at 5:15 p.m.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**MINUTES
REGULAR MEETING
JANUARY 23, 2023**

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

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

Thus constituting a quorum.

STAFF PRESENT: Jason Weeks, City Manager; Susie M. Homeyer, City Secretary; Cary Bovey, Legal Counsel; Bobbie Ullrich, Marketing and Communication Director; Mike Mize, Police Chief; Lupe Diosdado, Development Services Director; Jason Katkoski, Fire Chief/EMC; Maribel Frank, Chief Financial Officer; Jennifer Reyna, Public Works Director; Rayna Teicheira, Economic Development Director; Jose Coronilla, Assistant Public Works Director; and Evette Fannin, Grants Coordinator.

VISITORS: Connie Clements, Deborah Richardson, Mac Vaughn, Michele Steinhauser, C. R. Greenwood, Jr., Dalton Greenwood, Brandon Goodyk, James Harris, Jim Hassell and Dorothy Hassell.

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

1. Mayor Bert Miller called the meeting to order at 6:00 p.m.
2. Invocation was given by Mac Vaughn. The City Council, staff members and visitors then recited the Pledge of Allegiance to the American Flag and the Texas Flag.
3. Remarks of visitors: None.
4. Staff report:
 - a) City Secretary Susie M. Homeyer gave an update on the May 6, 2023 City election. The sign-up period for a place on the ballot is from January 18, 2023 through February 17, 2023.
 - b) Mayor Pro-Tem Grant Holt gave an update on the latest Planning and Zoning meeting; and
 - c) Councilmembers and staff informed the audience about upcoming events.

5. A public hearing was held regarding a zoning change application submitted by Crosstrails Development, LLC for the property located in the A0055-0 D. Tyler Abstract adjacent to Pecan Lakes Estates Phase 2. The zoning change application requests to change the zoning from A/O: Agricultural/Open Space District to Pecan Grove Estates PUD, a planned unit development, for the development of a 35.13-acre single dwelling unit subdivision. The property affected is legally described as A0055-0 D. Tyler , Tract 4, Acres 35.13, located in Navasota, Grimes County, Texas 77868. Mayor Bert Miller opened the public hearing at 6:12 p.m. Development Services Director Lupe Diosdado briefly went over the project. With no comments from the public, Mayor Bert Miller closed the public hearing at 6:21 p.m.

6. Mayor Pro-Tem Grant Holt move to approve the first reading of Ordinance No. 1014-23, approving a zoning change application by Crosstrails Development, LLC to change the zoning from A/O: Agricultural/Open Space District to Pecan Grove Estates PUD, a planned unit development, for the development of a 35.13-acre single dwelling unit subdivision. The property affected is legally described as A0055-0 D. Tyler, Tract 4, Acres 35.13, located in Navasota, Grimes County, Texas 77868, seconded by Councilmember Bernie Gessner and with each Councilmember voting AYE, the motion carried.

7. Councilmember Josh Fultz moved to approve the first reading of Ordinance No. 1015-23, amending Chapter 3 Building Regulations, Article 3.06 Signs related to Freeway and excluding Freestanding Signs, seconded by Councilmember Bernie Gessner and with each Councilmember voting AYE, the motion carried.

8. Councilmember Josh Fultz moved to approve Resolution No. 728-23, regarding the requested annexation submitted by James C. Hassell for a 1.310 acre tract of land in the James Whiteside Survey, A-62, Navasota, Grimes County, Texas, setting a date, time and place for a public hearing on a proposed annexation of said property by the City of Navasota, seconded by Councilmember Pattie Pederson and with each Councilmember voting AYE, the motion carried.

9. Councilmember Josh Fultz moved to hire Public Management for grant administration services for the 2023 Downtown Revitalization Program administered through the Texas Department of Agriculture and adding a venue restriction in Grimes County, seconded by Councilmember Bernie Gessner and with each Councilmember voting AYE, the motion carried.

10. Councilmember Josh Fultz moved to hire Public Management for grant administration and planning services for the Resilient Communities Program grant administered through the General Land Office and adding a venue restriction in Grimes County, seconded by Councilmember Bernie Gessner and with each Councilmember voting AYE, the motion carried.

11. Councilmember Josh Fultz moved to accept the Navasota Police Department's 2022 Racial Profiling Data Report, seconded by Councilmember Pattie Pederson and with each Councilmember voting AYE, the motion carried.

12. Councilmember Bernie Gessner moved to approve the consent agenda items which include the following: (a) Authorize the City Manager to enter into an agreement with R. W. Harden & Associates to provide hydrogeologic consulting services and performing a groundwater availability study for the City of Navasota in the amount of \$22,400.00; (b) Approve Resolution No. 726-23 in support of applying for the Bullet-Resistant Shields grant; (c) Approve Resolution No. 727-23 accepting infrastructure at Pecan Lakes, Phase 4; (d) Approve the Final Project & Finance Plan for the City of Navasota Tax Increment Re-investment Zone One; (e) Approve a contract between the City of Navasota and Zima Corporation in the amount of \$73,602.00 for the purchase of materials and associated items related to emergency repairs to the clarifier and other equipment at the City's Wastewater Treatment Plant and (f) Approve a contract between the City of Navasota and Teal Services LLC in the amount of \$47,832 for the installation of the replacement clarifier, as authorized by Section 252.022(a)(3), Texas Local Government Code, as a procurement necessary because of unforeseen damage to public machinery, equipment, or other property caused by the December 2022 winter weather, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.

17. Mayor Bert Miller adjourned the meeting at 7:02 p.m.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

Official Municipal Court Monthly Report

Month January Year 2023

Municipal Court for the City of NAVASOTA

Presiding Judge PATRICIA GRUNER

If new, date assumed office _____

Court Mailing Address 200 E. MCALPINE

City NAVASOTA, TX Zip 77868

Phone Number 936-825-6268

Fax Number 936-825-7280

Court's Public Email RJESSIE@NAVASOTATX.GOV

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

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

Prepared by _____

Date _____ Phone: (936) 825-6268

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

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

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

CRIMINAL SECTION

COURT NAVASOTA MUNICIPAL COURT				TRAFFIC			NON-TRAFFIC		
MONTH	January	YEAR	2023	NON-PARKING	PARKING	CITY ORD	PENAL CODE	STATE LAW	CITY ORD
1. Total Cases Pending First of Month:				702	0	23	277	61	107
a. Active Cases				281	0	5	25	41	26
b. Inactive Cases				421	0	18	252	20	81
2. New Cases Filed				233	2	14	18	11	0
3. Cases Reactivated				15	0	0	5	0	0
4. All Other Cases Added				0	0	0	0	0	0
5. Total Cases on Docket				529	2	19	48	52	26
6. Dispositions Prior to Court Appearance or Trial:				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
a. Uncontested Dispositions				91	0	6	2	2	0
b. Dismissed by Prosecution				4	0	0	1	0	1
7. Dispositions at Trial:				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
a. Convictions:				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
1) Guilty Plea or Nolo Contendere				50	0	0	5	2	0
2) By the Court				0	0	0	1	0	0
3) By the Jury				0	0	0	0	0	0
b. Acquittals:				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
1) By the Court				0	0	0	0	0	0
2) By the Jury				0	0	0	0	0	0
c. Dismissed by Prosecution				0	0	0	0	0	0

CRIMINAL SECTION

COURT NAVASOTA MUNICIPAL COURT				TRAFFIC			NON-TRAFFIC		
MONTH	January	YEAR	2023	NON-PARKING	PARKING	CITY ORD	PENAL CODE	STATE LAW	CITY ORD
8. Compliance Dismissals:				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
a. After Driver Safety Course				9	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
b. After Deferred Disposition				5	0	0	0	0	3
c. After Teen Court				0	0	0	0	0	0
d. After Tobacco Awareness Course				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	0	XXXXXXXXXX
e. After Treatment for Chemical Dependency				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	0	0	XXXXXXXXXX
f. After Proof of Financial Responsibility				4	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
g. All Other Transportation Code Dismissals				4	0	0	0	0	0
9. All Other Dispositions				0	0	0	0	0	0
10. Total Cases Disposed				167	0	6	9	4	4
11. Cases Placed on Inactive Status				28	0	0	13	1	0
12. Total Cases Pending End of Month:				768	2	31	286	68	103
a. Active Cases				334	2	13	26	47	22
b. Inactive Cases				434	0	18	260	21	81
13. Show Cause Hearings Held				11	0	0	1	1	0
14. Cases Appealed:				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
a. After Trial				0	0	0	0	0	0
b. Without Trial				0	0	0	0	0	0

CIVIL SECTION

COURT NAVASOTA MUNICIPAL COURT				
MONTH	January	YEAR	2023	
			TOTAL CASES	
1.	Total Cases Pending First of Month:		0	
a.	Active Cases		0	
b.	Inactive Cases		0	
2.	New Cases Filed		0	
3.	Cases Reactivated		0	
4.	All Other Cases Added		0	
5.	Total Cases on Docket		0	
6.	Uncontested Civil Fines or Penalties		0	
7.	Default Judgments		0	
8.	Agreed Judgments		0	
9.	Trial/Hearing by Judge/Hearing Officer		0	
10.	Trial by Jury		0	
11.	Dismissed for Want of Prosecution		0	
12.	All Other Dispositions		0	
13.	Total Cases Disposed		0	
14.	Cases Placed on Inactive Status		0	
15.	Total Cases Pending End of Month:		0	
a.	Active Cases		0	
b.	Inactive Cases		0	
16.	Cases Appealed:		XXXXXXXXXXXXXXXXX	
a.	After Trial		0	
b.	Without Trial		0	

JUVENILE/MINOR ACTIVITY

COURT	NAVASOTA MUNICIPAL COURT		
MONTH	January	YEAR	2023
		TOTAL	
1. Transportation Code Cases Filed		8	
2. Non-driving Alcoholic Beverage Code Cases Filed		0	
3. Driving Under the Influence of Alcohol Cases Filed		0	
4. Drug Paraphernalia Cases Filed		0	
5. Tobacco Cases Filed		0	
6. Truancy Cases Filed		0	
7. Education Code (Except Failure to Attend) Cases Filed		0	
8. Violation of Local Daytime Curfew Ordinance Cases Filed		0	
9. All Other Non-traffic Fine-only Cases Filed		2	
10. Transfer to Juvenile Court:	XXXXXXXXXXXXXXXXXX		
a. Mandatory Transfer		0	
b. Discretionary Transfer		0	
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)		0	
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges)		0	
13. Juvenile Statement Magistrate Warning:	XXXXXXXXXXXXXXXXXX		
a. Warnings Administered		1	
b. Statements Certified		0	
14. Detention Hearings Held		0	
15. Orders for Non-secure Custody Issued		0	
16. Parent Contributing to Nonattendance Cases Filed		0	

COURT NAVASOTA MUNICIPAL COURT
MONTH January YEAR 2023

[illegible]

ADDITIONAL ACTIVITY

		TOTAL
14. Cases in Which Fine and Court Costs Satisfied by Community Service:		
a. Partial Satisfaction		0
b. Full Satisfaction		1
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit		14
16. Cases in Which Fine and Court Costs Waived for Indigency		0
17. Amount of Fines and Court Costs Waived for Indigency		\$0.00
18. Fines, Court Costs and Other Amounts Collected:		
a. Kept by City		\$24,955.63
b. Remitted to State		\$15,205.00
c. Total		\$40,160.63

Run By: rjessie
Report Type: Summary
Date Range: 1/01/2023 - 1/31/2023
Finalize Report: Yes
Correction: No

*** END OF REPORT ***

ORDINANCE NO. 1014-23

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF NAVASOTA, TEXAS TO REZONE 35.13 ACRES, MORE PARTICULARLY DESCRIBED AS A0055-0 D TYLER, TRACT 4, FROM A/O: AGRICULTURE/OPEN SPACE DISTRICT TO "PECAN GROVE ESTATES PUD" A PLANNED UNIT DEVELOPMENT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 15th of December 2023, property owner Crosstrails Development, LLC, filed a petition requesting the rezoning of 35.13 acres more particularly described as A0055-0 D TYLER, TRACT 4, ACRES 35.13, and legally described by metes and bounds on Exhibit "A" which is attached hereto and incorporated herein for all purposes pertinent, from A/O: Agriculture/Open Space District to "Pecan Grove Estates PUD" a planned unit development; and

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

WHEREAS, on the 12th day of January 2023, a public hearing was held before the Planning and Zoning Commission of the City of Navasota, a quorum being present on the occasion and said matter of rezoning being part of the agenda for said Commission meeting, an opportunity to present arguments for and against the proposed rezoning was held; and

WHEREAS, the property is shown on Exhibit "B" attached hereto and incorporated herein for all purposes pertinent; and

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

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

WHEREAS, on the 23rd day of January 2023, after notice as required by law, a public hearing was held before the Navasota City Council, a quorum being present on the occasion and said matter of rezoning being part of the agenda, an opportunity to present arguments for and against the proposed rezoning was held;

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

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

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

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

PASSED AND ADOPTED ON FIRST READING THIS THE 23RD DAY OF JANUARY 2023.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED AND ADOPTED ON SECOND READING THIS 13th DAY OF FEBRUARY 2023.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

METES AND BOUNDS DESCRIPTION
of a
35.130 Acre Tract
Daniel Tyler Survey, A-55, Grimes County, Texas
April 26, 2022

All that certain tract or parcel of land lying and being situated in Grimes County, Texas, out of the Daniel Tyler Survey, Abstract No. 55, being a part of a called 42.381 acre tract as described in a General Warranty Deed from J & H Navasota Development, LLC to PWP Land Co., LLC, dated March 29, 2021, of record in Document No. 2021-315007 of the Real Property Records of Grimes County, Texas and more fully described by metes and bounds as follows:

COMMENCING at a Point for the Northeast corner of the called 42.381 acre tract mentioned above, the Northwest corner of a called 2.01 acre tract as described in a Deed to Ralph Torres, Jr. (1327/814) and same being in the Southeast ROW of State Highway 105 (120 ft. ROW) from which a found 3/8 inch iron rod, at the Northerly base of a 10 inch treated fence corner post, brs. S 02°52'43" E, 0.14 ft. and a found broken concrete ROW monument brs. N 66°07'26" E, 689.24 ft.;

THENCE S 02°52'43" E, 267.78 ft., along a portion of the generally fenced and West line of said 2.01 acre Torres tract (1327/814) and a portion of an East line of the called 42.381 acre tract mentioned above to a 5/8 inch iron rod set for the Northerly Northeast corner and **TRUE PLACE OF BEGINNING** of the tract of land herein described;

THENCE S 02°52'43" E, 737.11 ft., along a portion of the generally fenced and West line of said 2.01 acre Torres tract (1327/814), the West line of a called 0.60 acre tract as described in a Deed to Ralph Torres, Jr. (1363/535), the West line of a called 2.87 acre tract as described in a Deed to Anthony J. Cunneen, et ux (Doc #: 2022-322382) and a portion of an East line of the called 42.381 acre tract mentioned above to a found 3/8 inch iron rod, at the Northwest base of an 8 inch treated fence corner post, for an interior corner thereof and the Southwest corner of said 2.87 acre Cunneen tract;

THENCE N 86°57'58" E, 208.56 ft., along the generally fenced and South line of said 2.87 acre Cunneen tract (Doc #: 2022-322382) and a North line of the called 42.381 acre tract mentioned above to a Point for a Northeast corner thereof, the Southeast corner of said 2.87 acre tract and same being in the West line of Lot 2, Block 1, Fly Away Field (Plat – 2020-308796), from which a found disturbed 3/8 inch iron rod, in concrete at the Easterly base of an 8 inch treated fence corner post, brs. S 67°22'21" E, 0.23 ft.;

THENCE S 02°50'55" E, 217.35 ft., along a portion of the generally fenced and West line of Lot 2, Block 1, Fly Away Field, the generally fenced and West line of Lot 3 as described in a Deed to Leonard Firth, et al (2020-309530) and an East line of the called 42.381 acre tract mentioned above to a Point for a Southeast corner thereof, the Southwest corner of Lot 3 and same being in the North line of a called 8.00 acre tract as described in a Deed to Christy Curry Garcia (1230/160), from which a found disturbed 3/8 inch iron rod, in concrete and at the Westerly base of an 8 inch treated fence corner post, brs. N 55°00'32" E, 1.32 ft.;

THENCE S 86°59'53" W, 309.23 ft., along a portion of the generally fenced and North line of said 8.00 acre Garcia tract (1230/160) and a South line of the called 42.381 acre tract mentioned above to a found ½ inch iron rod, in concrete and at the Northwest base of an 8 inch treated fence corner post, for an interior corner thereof and the Northwest corner of said 8.00 acre Garcia tract;

THENCE S 03°03'00" E, 406.48 ft., along a portion of the generally fenced and West line of said 8.00 acre Garcia tract (1230/160) and an East line of the called 42.381 acre tract mentioned above to a found ½ inch iron rod, at the Northeast base of a 10 inch treated fence corner post, for the Southerly Southeast corner thereof and a Northeast corner of Pecan Lake Estates, Phase 2 (Plat – 295779);

THENCE S 87°14'15" W, along a generally fenced and South line of the called 42.381 acre tract mentioned above, a North line of Pecan Lakes Estates, Phase 2 and **PASSING** at 1,060.67 ft. a found 5/8 inch iron rod in concrete and projecting 6 inch, for the Northwest corner thereof, the Northerly Northeast corner of Pecan Lakes Estates, Phase 3, Section 1 (Plat – 309888) and continuing along a generally fenced and North line thereof for a **TOTAL DISTANCE** of 1,352.58 ft. to a set 5/8 inch iron rod for the Southwest corner of the tract of land herein described, the Southeast corner of a called 1.567 acre tract as described in a Deed to J & H Development, LLC (Doc #: 2020-305736) and same being a Northeast corner of Pecan Lakes Drive;

THENCE N 04°14'38" W, 664.40 ft., along a portion of the East line of said 1.567 acre J & H Navasota Development tract (Doc #: 2020-305736) and a West line of the called 42.381 acre tract mentioned above to a found 5/8 inch iron rod for the Westerly Northwest corner thereof and the Southwest corner of a called 3.000 acre tract as described in a Deed to K2C Investments, LLC (Doc #: 2021-315090);

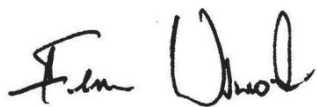
THENCE N 85°45'22" E, 292.17 ft., along the South line of said 3.000 acre K2C Investments, LLC tract (Doc #: 2021-315090) and a North line of the called 42.381 acre tract mentioned above to a found 5/8 inch iron rod for an interior corner thereof and the Southeast corner of said 3.000 acre tract;

THENCE N 04°12'47" W, 249.10 ft., along a partly fenced and East line of said 3.000 acre K2C Investments, LLC tract Doc #: 2021-315090) and a portion of a West line of the called 42.381 acre tract mentioned above to a set 5/8 inch iron rod for the Northerly Northwest corner of the tract of land herein described;

THENCE crossing over a portion of the called 42.381 acre tract mentioned above and along the Northerly lines of the tract of land herein described as follows:

- 1) N 70°43'41" E, 179.96 ft., to a set 5/8 inch iron rod and
- 2) N 66°07'26" E, 1,080.81 ft., to the **TRUE PLACE OF BEGINNING** and containing 35.130 acres of land.

BASIS OF BEARINGS & DISTANCES: Grid North, State Plane Coordinate System of 1983, Central Zone, Leica RTK Network. All distances and areas are grid and can be converted to surface by dividing by a combined scale factor of 0.0.999 936 954 38.



Steven M. Wisnoski April 26, 2022
Registered Professional Land Surveyor
State of Texas No. 6006
Job #: 2021-03-17-04



Exhibit "B"

Pecan Grove Estates



Exhibit "C"

Pecan Grove Estates PUD: Development Standards

A. Standards for Residential lots:

Subdivision Homeowner's Association

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

Permitted Uses

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

Additional Design Guidelines

- A. 4' Sidewalks shall be included within the dedicated non-pavement right-of-way on both sides of all streets and on one side in cul-de-sacs.
- B. Street cross sections 2.52% instead of the standard 3%.
- C. Residential streets will serve more than 24 dwelling units.
- D. Cul-de-sac's will be longer than 400-feet in length and will have 50-foot radius right of way and a 40-foot radius pavement.
- E. Looped residential streets will not terminate in residential collectors, will also serve more than 24 dwelling units.
- F. Block lengths will be greater than 1,200 linear feet.

Development Standards

- A. Height Restrictions
 - i. Thirty-five (35) feet high is the maximum height including roof gables, chimneys, vent stacks, or other mechanical equipment
- B. Building Setbacks
 - i. Front setback: There shall be a front setback having a depth of not less than twenty (20) feet.
 - ii. Rear setback: There shall be a rear setback having a depth of not less than ten (10) feet.
 - iii. Side Setback: There shall be side setbacks, on each side, having a width of no less than five (5) feet. When abutting a street, the minimum side setback shall be at least sixteen (16) feet (Street Side Setback).
 - iv. Cul-de-sac and knuckles shall have a minimum front setback of twenty (20) feet.
- C. Lot Dimensions
 - i. Lot Area for Single Dwelling Unit minimum shall be 6,000 square feet
 - ii. Lot Width for Single Dwelling Unit shall be a minimum of fifty (50) feet wide
 - iii. Lot Depth shall average a minimum of one hundred (100) feet in depth between the side lot lines
- D. Density
 - i. The maximum number of single dwelling units (DUs), shall not exceed 6 units per acre
- E. Parking
 - i. Two on-site parking spaces per single dwelling shall be required
- F. Exterior Lighting
 - i. All Street Lighting and Exterior Lighting of the dwellings shall be designed to direct light down onto the site and away from neighboring property. Lighting shall be designed to include cut-off shielding to minimize light pollution.
- G. Landscape Standards
 - i. Landscape designs shall be prepared to enhance the visual appeal of the built environment, screen undesirable views, strengthen the pedestrian scale, provide a buffer between auto and pedestrian environments, help define the site, provide congruency with the existing neighborhood, and break up large areas of hard surface.

- ii. Re-naturalization of all areas disturbed by the construction of the site and buildings is required. Re-naturalizing may include the following native plant materials: trees, shrubs, grasses, forbs.
- iii. Development shall minimize potable water consumption for irrigation.

Reductions can be attributed to any combination of the following items:

- 1. Predominate use (greater than fifty (50) percent) native plant species.
 - 2. Efficient irrigation systems (Water Sense labeled irrigation controllers, rain guards, check valves, drip irrigation, etc.).
 - 3. Use of captured rainwater for irrigation.
 - iv. Where landscaping is intended to provide a visual screen, the species, quantity, maturity (size), and spacing of the initial plantings shall be sufficient to provide a functional screen within a single growing season.
 - v. Landscaping shall be completed within three months of completion of home construction. Exceptions for weather delays to landscape completion may be considered.
 - vi. No evergreen tree with a mature width greater than twenty (20) feet shall be planted within fifteen (15) feet of a hardscaped area.
- H. Mobile homes and manufactured homes are not permitted in this District.

ORDINANCE NO. 1015-23

AN ORDINANCE OF THE CITY OF NAVASOTA, TEXAS AMENDING CHAPTER 3, ARTICLE 3.06 SIGNS, SECTION 3.06.010 PERMISSIBLE SIGNS AND REQUIREMENTS, OF THE CODE OF ORDINANCES OF THE CITY OF NAVASOTA, TEXAS REGARDING FREEWAY AND FREESTANDING SIGNS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; FINDING PROPER NOTICE OF MEETING; AND PROVIDING FOR CERTIFICATION OF ADOPTION.

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

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

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

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

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

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

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

SECTION 1. FINDINGS INCORPORATED

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

SECTION 2. AMENDMENTS

Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.010 Permissible signs and requirements, (5) Freeway sign, (B) Required condition, (ii) of the Code of Ordinances of the City of Navasota is hereby amended to read as follows:

(ii) Allowed within 400 feet of State Highway 6 and State Highway 105 E/249.

SECTION 3. CUMULATIVE EFFECT

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. REPEALER CLAUSE

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

SECTION 6. EFFECTIVE DATE

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

SECTION 7. NOTICE OF MEETING

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

PASSED ON FIRST READING THIS THE 23RD DAY OF JANUARY, 2023.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED ON SECOND READING THIS THE 13TH DAY OF FEBRUARY, 2023.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY



REQUEST FOR CITY COUNCIL AGENDA ITEM #11E

Agenda Date Requested: <u>February 13, 2023</u>	Appropriation
Requested By: <u>Jason Weeks, City Manager</u>	Source of Funds: <u>N/A</u>
Department: <u>Administration</u>	Account Number: <u>N/A</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Ordinance No. 1016-23

AGENDA ITEM #11E

Approve on the first reading of Ordinance No. 1016-23, authorizing participation with Entergy Service Area Cities in matters concerning Entergy Texas, Inc. at the Public Utility Commission of Texas in 2023 and authorizing the hiring of lawyers and rate experts.

SUMMARY & RECOMMENDATION

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

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

ETI is expected to litigate rate change requests in various proceedings before the PUC or before municipalities in 2023, which may include (1) a base rate case, (2) rate proceedings or cost adjustments such as a transmission cost recovery rider, a distribution cost recovery rider, a generation cost recovery rider, energy efficiency cost recovery factor, or hurricane restoration cost or offset true-ups, and (3) various fuel cost refunds or surcharges and reconciliations. Also, ETI is expected to file a statement of intent to increase its base rates with municipalities and the PUCT in 2023. They are scheduled to file fuel factor proceedings at the PUCT in February and August of 2023, and may file other fuel proceedings to reconcile, refund, or surcharge fuel charges. Additionally, ETI is expected to file its annual proceeding with the PUC to recover costs incurred in association with its Energy Efficiency Plan as well as reconcile past costs.

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

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

The Steering Committee of Cities continues to play a crucial role in limiting ETI's various requested rate increases to reasonable revenue levels. ETI filed a base rate case in 2022 with is expected to be resolved by a settlement in the coming weeks. ETI originally requested \$131.4 million or 11.2% base rate increase. The parties' agreement in principle authorizes a \$54 million or 4.6% increase over current base rates. The Steering Committee of Cities efforts contributed significantly to reducing ETI's initial proposal by 58.9%. Therefore, staff recommends approval of the first reading of Ordinance No. 1016-23, authorizing participation with other Entergy service area cities in matter concerning Entergy Texas, Inc. at the Public Utility Commission of Texas in 2023; 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 Public Utility Commission of Texas.

ACTION REQUIRED BY CITY COUNCIL

Approve the first reading of Ordinance No. 1016-23, authorizing participation with other Entergy service area cities in matter concerning Entergy Texas, Inc. at the Public Utility Commission of Texas ("PUCT") in 2023; 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.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

2/6/23

Date

ORDINANCE NO. 1016-23

AN ORDINANCE OF THE CITY COUNCIL OF NAVASOTA, TEXAS, AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS IN 2023; AUTHORIZING THE HIRING OF LAWYERS AND RATE EXPERTS; AUTHORIZING THE CITY'S PARTICIPATION TO THE FULL EXTENT PERMITTED BY LAW AT THE PUBLIC UTILITY COMMISSION OF TEXAS; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE

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

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

WHEREAS, Entergy Texas, Inc. ("ETI" or "Company") is expected to litigate rate change requests in various proceedings before the Public Utility Commission of Texas ("Commission") or before municipalities in 2023, which may include (1) a base rate case, (2) rate proceedings or cost adjustments such as a transmission cost recovery rider, a distribution cost recovery rider, a generation cost recovery rider, energy efficiency cost recovery factor, or hurricane restoration cost or offset true-ups, (3) and various fuel cost refunds or surcharges and reconciliations; and

WHEREAS, ETI is scheduled to file fuel factor proceedings at the Commission in February and August 2023, and may file other fuel proceedings to reconcile, refund, or surcharge fuel charges; and

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

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

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

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

SECTION 1. The City of Navasota shall participate with other Cities to intervene in ETI's various rate filings related to the various fuel cost surcharges and reconciliations, any interim or incremental surcharge proceedings or surcharge adjustments, and for any base rate adjustment proceedings or cost of service adjustments on file with the Commission or with municipalities in 2023.

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

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

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

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

PASSED ON FIRST READING by _____ vote of the City Council of the City of Navasota, Texas, this 13th day of FEBRUARY 2023.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**PASSED ON SECOND READING by _____ vote of the City Council of
the City of Navasota, Texas, this 27th day of FEBRUARY 2023.**

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY