

**NOTICE OF MEETING OF THE GOVERNING BODY OF THE
CITY OF NAVASOTA, TEXAS
FEBRUARY 24, 2020**

Notice is hereby given that a Regular Meeting of the governing body of the City of Navasota will be held on the 24th of February, 2020 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:

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) Arts Council 1st quarter report for 2020;
 - (b) Introduction of new employees;
 - (c) Navasota Citizens University;
 - (d) Board and Commission update; and
 - (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.
5. Consideration and possible action on natural gas supply contract.
6. Discussion, consideration and possible action on repair or replacement of the Navasota Fire Station.
7. Consideration and possible action on waste hauling contract.
8. Review and discussion of City of Navasota website.
9. Consideration and possible action on the first reading of Ordinance No. 917-20, adopting Wireless Telecommunication Facilities Regulations.

10. Consideration and possible action on the first reading of Ordinance No.916-20, 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 monument, banner, flag, freeway/pole, freestanding, wall mounted and programmable electric signs.
11. Consideration and possible action on the second reading of Ordinance No. 915-20, amending Chapter 7, Municipal Court, Article 7.02, Fees, Costs and Special Expenses and repealing Section 7.02.002 Technology Fund and Section 7.02.003 Building Security Fund.
12. Consideration and possible action on Resolution No. 668-20, approving a joint election contract between the City of Navasota, Grimes County and the Navasota Independent School District.
13. Consideration and possible action on Ordinance No. 918-20, amending the Uniform Right-of-Way management ordinance.
14. Adjourn.

DATED THIS THE 20TH OF FEBRUARY, 2020

/BS/

BY: BRAD STAFFORD, CITY MANAGER

I, the undersigned authority, do hereby certify that the above notice of meeting of the governing body of the CITY OF NAVASOTA, is a true and correct copy of said notice and that I posted a true and correct copy of said notice in the glass bulletin board, in the foyer, on the south side of the Municipal Building as well as in the bulletin board on the north side of the Municipal Building of the City of Navasota, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted on the 20th of February, 2020 at 02:29 PM and will remain posted continuously for at least 72 hours preceding the scheduled time of said meeting. Agendas may be viewed at www.navasotatx.gov.

The City Council reserves the right to convene in Executive Session at any time deemed necessary for the consideration of confidential matters under the Texas Government Code, Sections 551.071-551.084.

DATED THIS THE 20TH OF FEBRUARY, 2020

/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) 825I6475 OR (936) 825I6408 OR BY FAX AT (936) 825I2403.

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

City of Navasota
City Council Meeting
2-24-2020

1. Call to order

2. Invocation and Pledges of Allegiance

3. Remarks of Visitors

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

4. Staff Report:

Arts Council 1st quarter report for 2020 – Attached is the quarterly report from the Arts Council of Brazos Valley.

Introduction of new employees – Several new employees are now on board, and we will introduce some of them during the meeting.

Navasota Citizens University – City Secretary Susie Homeyer will provide information regarding the upcoming session of NCU.

5. Consideration and possible action on natural gas supply contract.

The current natural gas contract with CenterPoint Energy Services expires at the end of February. Keith Bulls who has been working for the City for several years negotiated a new contract and will have it for the meeting. The new contract pricing is similar to the one that is expiring. The gas will be purchased at the NYMEX spot price with now premium markup. The only major difference is if we nominate too much and do not utilize that amount during the month the buyback will have a penalty of \$0.22 per MMBTU for the unused portion. Due to this change, we were allowed by the seller to reduce our daily nomination amounts so we do not get into the imbalance issue that will cost us money. The price for any gas that is used over nominations is at the Henry Hub spot price, whose price is tracking right near or the same as NYMEX.

6. Discussion, consideration and possible action on repair or replacement of the Navasota Fire Station.

The Fire Station has been a hot topic for some time, with the leaking walls and roof. Staff previously cleaned up some of the mold in the building, however, it has returned, and we also now have some soft spots in the upstairs floor, where the staff bunks are located. Chief received a price quote of \$40,000 to remove

damaged sheetrock and moldy areas as well as repair the soft spot in the floor. Staff feels this is a substantial investment for something that is only a temporary fix. We would like to discuss options with the City Council and move in the direction City Council feels is most prudent. Staff is meeting with the City's Financial Advisor this week and will have more financing information by meeting time. There are several large projects in the works including the fire station, a substantial capital improvement project for utilities and streets and an animal shelter. Staff is nearing a presentation on the capital improvement project and thought we might have a little more time on the fire station however, it looks like a decision should be made sooner than later.

7. Consideration and possible action on waste hauling contract.

The waste hauling contract was extended for one-year last January. The contract allows for two (2) more extensions. Staff would like to know if the City Council is interested in beginning the proposal process. If that is a route you would like to take, staff needs to begin working soon on this process. Staff also met with Solid Waste Specialists, and they are consultants who assist clients through the proposal process and evaluation to ensure that the city receives the best contract possible. Staff is interested in further discussions with this group to see if we feel it is beneficial to the process.

8. Review and discussion of City of Navasota website.

Madison asked four (4) citizens to review and critique the new city website. Two of those citizens reviewed the site and commented. Their overall review was positive. Staff would like to discuss the site and any thoughts regarding improvement.

9. Consideration and possible action on the first reading of Ordinance No. 917-20, adopting Wireless Telecommunication Facilities Regulations.

In 2019 a company requested a conditional use permit for installation of wireless telecommunication tower installation. This brought up a concern of little to know rules or guidelines for this type work. The City Council asked staff to develop an ordinance to address the issue. The attached ordinance is the result of this effort. Staff and legal counsel worked to address all issues that were of concern.

10. Consideration and possible action on the first reading of Ordinance No.916-20, 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 monument, banner, flag, freeway/pole, freestanding, wall mounted and programmable electric signs.

New signs and growth are causing staff, Planning & Zoning Commission and City Council to see areas of the sign ordinance that may require some adjustment.

This ordinance covers some of the issues that have arisen such as monument signs, banner/flag signs, freeway/pole signs, freestanding signs, wall mounted and programmable electric signs.

11. Consideration and possible action on the second reading of Ordinance No. 915-20, amending Chapter 7, Municipal Court, Article 7.02, Fees, Costs and Special Expenses and repealing Section 7.02.002 Technology Fund and Section 7.02.003 Building Security Fund.

Judge Gruner and Rochelle Jessie are updating Municipal Court fees to comply with new state law.

12. Consideration and possible action on Resolution No. 668-20, approving a joint election contract between the City of Navasota, Grimes County and the Navasota Independent School District.

State law requires Cities and School districts to hold joint elections. We contract with Grimes County to hold the election. The City Secretary and Grimes County Election Administrator present a contract for joint election.

13. Consideration and possible action on the first reading of Ordinance No. 918-20, amending Uniform Management Right-of-Way Management.

On January 27, 2020 City Council passed and approved the second reading of Ordinance No. 913-20 adopting a uniform right-of-way management ordinance. Following the approval City staff discovered the incorrect version was attached to the City Council agenda packet missing key requirements added by City staff. The changes missing are the following: GIS line data as part of the as-built plans, documentation requirements verifying existing utilities to avoid tolerance zone issues and safe excavation procedures. The proposed ordinance amends the adopted ordinance adding the listed requirements.

Calendar of Events

February 27 th & 28 th	TCMA City Management Clinic Granbury, Texas
March 6 th & 7 th	Texas Birthday Bash Downtown Navasota
March 9 th 6:00 p.m.	City Council Meeting Municipal Building
March 20 th	TCMA Region 7 Meeting TML Center Austin

March 23rd
6:00 p.m.

City Council Meeting
Municipal Building

March 30th
9:00 a.m.

TCMA Public Policy Task Force meeting
TML Center Austin

April 3rd

TCMA Board Meeting
Buda, Texas

April 13th
6:00 p.m.

City Council Meeting
Municipal Building

April 27th
6:00 p.m.

City Council Meeting
Municipal Building

Respectfully submitted,

Brad Stafford
City Manager



Vision Statement:

*Navasota 2027: What America Wants To Be
“A beautiful, progressive, vibrant, service-oriented,
close-knit community filled with
historical charm and promise for people and business.”*

Mission Statement:

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



THE CITY OF NAVASOTA COUNCIL LEADERSHIP POLICY

It is the desire of the Navasota City Council to demonstrate responsible leadership by:

- (a) Establishing a 2027 Strategic Growth Map for the City of Navasota.*
- (b) Assuring stable and effective city operations.*
- (c) Developing and adopting policies that will guide the growth of the City of Navasota.*
- (d) Facilitating private/public sector partnerships at the local, regional, state and federal level that will invest in the future of Navasota.*
- (e) Ensuring all Navasota boards, commissions and committees are aligned with the Council's growth policies.*



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

Area	Today's Date	Target Date	Date Achieved
City Council Retreat	10/2/19	2019-2020	

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

The Management Connection, Inc. provided professional facilitation to the City of Navasota Council on September 4th, 2019. This document captures the Council's direction to staff.

Action Steps (List the specific actions you will take to achieve this goal)	Target Date	Who	Percentage Completion
Outcomes			
Direction from Council			
1. <u>There needs to be a discussion on how to get state lawmakers to partner with the City.</u> a. Potentially inviting Schwertner, Leman, and Kolkhorst to visit and tour the city b. Alan Bojorquez is creating a report card on all the legislature and looking for help	2019-2020	Navasota Staff	
2. <u>Figure out a way to speed up the billing cycle to reduce the lag time from end of month to bill date for payments</u> a. We can make every period longer or each period 31 days—it will take a few years, but you'll catch up b. Propose a staff member under Lance and Rita to handle all meters—Meter Maintenance Technician	2019-2020	Navasota Staff	
3. <u>The City Manager will do a cost benefit analysis on the Boys and Girls Club</u> a. Benefit of having them in the community along with the mechanics of it to present to the council	2019-2020	Navasota Staff	



The Management Connection, Inc.

PROFESSIONAL FACILITATORS

<p>4. <u>The Council will move forward with the concept of bonds for utility and street improvements</u></p> <p>a. Bonds will be broken into three-year small increments</p> <p>i. Focus will be on high traffic roads first</p> <p>ii. Host community meetings to get more buy in from the city</p> <p>iii. City Manager will present the numbers to council</p>	<p>2019-2020</p>	<p>Navasota Staff</p>	
<p>5. <u>Gather a proposal for a new look and cost of renovating fire station at the current location.</u></p> <p>a. A rendering needs to be created to show the public</p>	<p>2019-2020</p>	<p>Navasota Staff</p>	
<p>6. <u>Review the Social Media policy (specifically # 3 & 4) as it relates to non-city employees and council members.</u></p> <p>a. It's a developing area legally. We should review the policy because it's from 2014 and make sure it's in accordance with current situation.</p>	<p>2019-2020</p>	<p>Navasota Staff</p>	
<p>7. <u>Design the new website</u></p> <p>a. Have 2-3 citizens sit in to consult about the ease of receiving notifications. Get a mixture of people who are and aren't familiar with computers</p>	<p>2019-2020</p>	<p>Navasota Staff</p>	
<p>8. <u>Find more ways to get coverage in the news</u></p> <p>a. neighbors@theeagle.com - send pictures to get included</p>	<p>2019-2020</p>	<p>Navasota Staff</p>	
<p>9. <u>Develop relationships with Boards and Commissions:</u></p> <p>a. Have a mandatory annual meeting with members to talk about what a comp plan is, what the Council's expectations are, and that they need to be able to make decisions as a board. They need to know about open</p>	<p>2019-2020</p>	<p>Navasota Staff</p>	



The Management Connection, Inc.

PROFESSIONAL FACILITATORS

meetings act, public information act, Robert's Rules of Order, ect.

- i. By being involved, we have a chance to educate them about how the city works
- ii. We don't want to take away their ability to think, but we can give them parameters
- iii. We should create a statement to be read before each meeting that says "we are our own board, we work toward the goals of the city and will stand by the final decision". It's a reminder that we're all here to do the best for the city. A mission statement to go at the top of the packet.

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 4. **AGENDA DATE:** February 24,
2020

PREPARED BY: Brad Stafford, City Manager

APPROVED BY: BS

ITEM: Staff Report:

- (a) Arts Council 1st quarter report for 2020;
- (b) Introduction of new employees;
- (c) Navasota Citizens University;
- (d) Board and Commission update; and
- (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.

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Affiliate Report
2. Budget vs Actual Report
3. Financial Position
4. Narrative
5. NCU Flyer
6. NCU Calendar

Reds, Wheats & Blues Festival

2020 Navasota Program & Marketing Grant

Navasota Grimes County Chamber of Commerce

Mr. John Hugh McNally Jr.
117 S. LaSalle Street
POB 530
Navasota, TX 77868

executivedirector@navasotagrimeschamber.com
O: 936-825-6600
M: 936-355-6605

Mr. John Hugh McNally Jr.

117 S. LaSalle Street
POB 530
Navasota, TX 77868

executivedirector@navasotagrimeschamber.com
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FollowUp Form

Quarter 1

Please fill out and electronically submit this report by January 20th, 2020. **Only include information (tourism impact and expenses) from the first quarter (October 1st - December 31st, 2019).**

Program Information

Project name

Reds, Wheats & Blues Festival

Organization name*

Navasota/Grimes County Chamber of Commerce

Name of program(s) or event(s)*

Only list grant-funded events occurring this quarter. If no programs or events funded, list "Marketing Only" or "None" as appropriate.

Reds, Wheats & Blues Festival

Beginning date of program(s)*

If no programs, enter the beginning date of the quarter.

11/09/2019

Ending date of program(s)*

If no programs, enter the ending date of the quarter.

11/09/2019

Amount received from Navasota this quarter*

The amount of your quarterly grant check.

\$5,460.00

Amount of grant funds spent this quarter*

Please enter the total amount of grant funds that were spent **IN THIS QUARTER ONLY**.

\$5,460.00

Expense chart

Please download and use this form to itemize your quarterly expenses. Then re-upload the completed form here. If you need assistance, please email Amy at deputy@acbv.org.

Q1 2019-2020 ACBV Report.PDF

Tourism Impact

Only include tourism impact numbers from all your events/activities occurring THIS QUARTER (NOT pre-sales of tickets, website traffic, etc.). Please only include raw numbers collected, not projections or extrapolations.

Total program attendance*

Please list each program/event this quarter and the number of attendees. If just reporting on marketing funds, please still list the total attendance for each event/program this quarter, if any.

2019 RWB Festival - 227 Paid Attendees

Hotel impact*

Please enter the total number of room nights at local hotels that your visitors reported in their surveys. Please enter a whole number.

3

Restaurant patronage*

Please enter the total number of restaurant meals reported in your visitor surveys. Please enter a whole number.

167

What methods did you use to collect your tourism impact numbers?*

Did you do intercept surveys, ticket-purchase surveys, block rooms at a hotel, etc.? If you have a report, please upload that here. PLEASE DO NOT INCLUDE PERSONAL INFORMATION OF YOUR ATTENDEES.

If you would like to break down the tourism impact by programs, or show extrapolated numbers, you may do so here.

RWB 2019 Recap.docx

We used a survey that was asked of each attendee as they were checking in at the event. Their answers were logged onto a tracking sheet.

Examples of funded advertising/promotional campaigns

Please attach samples of grant-funded marketing showing how the City and The Arts Council were recognized in your advertising/promotional campaigns.

2019 RWB Fest Poster..pdf

Additional advertising/promotional samples

Please attach any other marketing or promotional samples here.

RWB Logo Banner Square5.png

Signature

Signature*

Please type the name of the person completing this form. By typing your name, you certify that the information presented in this report is complete and accurate to the best of your knowledge.

Johnny McNally

Title*

Please list your title at the organization.

Executive Director

Contact Email*

assistant@navasotagrimeschamber.com

Contact Phone*

9368256600

Date*

01/20/2020

File Attachment Summary

Applicant File Uploads

- Q1 2019-2020 ACBV Report.PDF
- RWB 2019 Recap.docx
- 2019 RWB Fest Poster..pdf
- RWB Logo Banner Square5.png



Annual Marketing & Program Grant
 Quarterly Report Expense Chart
 FY 2019-2020

Date	Payment Method (Include Check #)	Payee (must match approved items on contract for grant-funded items)	Total Payment Amount	Amount Attributed to Grant	Funded by which city?	Amount Attributed to Matching
12/5/2019	Check 2831	Entercom (Houston Mix 96.5)	3,500	RWB Grant	Navasota	0
12/5/2019	Check 2830	Entercom (Austin 94.7)	1,190	RWB Grant	Navasota	0
12/1/2019	Check 2844	Navasota Examiner (Columbus, Taylor Newspaper Ads)	421.20	RWB Grant	Navasota	0
12/5/2019	Bill Pending	Entercom Digital Ads	75	RWB Grant	Navasota	0
12/1/2019	Check 2840	iKBTX	500	RWB Grant	Navasota	0

REDS. WHEATS. & BLUES.

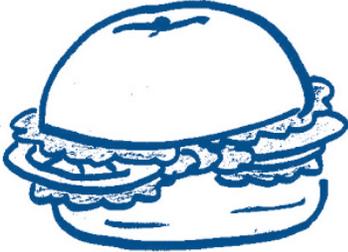
NAVASOTA, TEXAS

2019 EVENT RECAP

Attendee Info:



Paid Attendees:
227
(was 99 in 2018)

Local Meals:
167
(was 23 in 2018)



Local Rooms:
3
(was 2 in 2018)

Anderson 11 (5%)
Beaumont 3 (1%)
Brenham 3 (1%)
Bryan 15 (7%)
Carthage (MO) 6 (3%)
College Station 30 (15%)
Conroe 1 (0%)
Cypress 1 (0%)
Dallas 1 (0%)

Groesbeck 1 (0%)
Houston 15 (7%)
Industry 1 (0%)
Iola 3 (1%)
Katy 2 (1%)
Kurten 6 (3%)
Madisonville 3 (1%)
Magnolia 6 (3%)
Montgomery 2 (1%)
Navasota 65 (32%)

New Ulm 3 (1%)
Richmond 2 (1%)
San Antonio 3 (1%)
Sugarland 3 (1%)
The Woodlands 2 (1%)
Waller 9 (4%)
Washington 4 (2%)



99 people walked the entire route!

	Estimated	Actual
Total income	\$12,060.00	\$13,236.20
Total expenses	\$10,240.00	\$9,853.00
Total profit (or loss)		
	\$1,820.00	\$3,383.20

Event Musicians	Estimated	Actual
Band1	\$400.00	\$400.00
Band2	\$400.00	\$400.00
Band3	\$0.00	\$0.00
Band4	\$0.00	\$0.00
Total	\$800.00	\$800.00
Publicity	Estimated	Actual
Local Radio KTEX, KWBC	\$700.00	\$294.00
Local Newspapers	\$300.00	\$373.00
FB Boosts	\$100.00	\$50.00
Paper Printing	\$250.00	\$50.00
Regional Promotion*	\$5,460.00	\$5,686.00
Total	\$6,810.00	\$6,453.00
Miscellaneous	Estimated	Actual
Wrist Bands	\$30.00	\$0.00
Design Work	\$200.00	\$100.00
Travel Reimbursements	\$2,000.00	\$2,500.00
Wine Glasses*	\$0.00	\$0.00
Bags*	\$0.00	\$0.00
Signage	\$400.00	\$0.00
Total	\$2,630.00	\$2,600.00
Total Expenses	Estimated	Actual
	\$10,240.00	\$9,853.00



Estimated



Estimated	Actual		Estimated	Actual	
4	2	Music Sponsor @ \$500	\$500.00	\$2,000.00	\$950.00
0	2	Event @ \$150	\$150.00	\$0.00	\$300.00
0	0			\$0.00	\$0.00
0	0			\$0.00	\$0.00
1	1	Title @\$1000	\$1,000.00	\$1,000.00	\$1,000.00
1	1	ACBV Grant	\$5,460.00	\$5,460.00	\$5,486.20
0	0	Vendors @ \$50	\$50.00	\$0.00	\$0.00
120	200	Individual Tickets @ \$25	\$25.00	\$3,000.00	\$5,000.00
12	10	Merchant Contributions	\$50.00	\$600.00	\$500.00
0			\$0.00	\$0.00	
				\$12,060.00	\$13,236.20

Other Income	Estimated	Actual
Estimated	Actual	
0	0	Add'l Wine Glasses @ \$5 each
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
Total Income	Estimated	Actual
	\$12,060.00	\$13,236.20

REDS. WHEATS. & BLUES.

NAVASOTA, TEXAS

SATURDAY NOVEMBER 9 2P-6P | FOOD, WINE AND CRAFT BEER TASTINGS | LOCAL SHOPPING EXPERIENCE

Advertising Sources / Respondents:

Facebook: 28

Email: 6

Radio Ads: 8

TV appearance: 4

Word of Mouth: 44

Recurring Event: 6

Newspaper ads: 18

Internet: 2

Happenstance: 4

DOWNTOWN
NAVASOTA

THE BLUES CAPITAL OF TEXAS!

\$25 PER PERSON | **SATURDAY, NOV. 9 2P-6P**



TASTE SAMPLES OF
TEXAS WINES IN OUR
DOWNTOWN BUSINESSES

REDS.



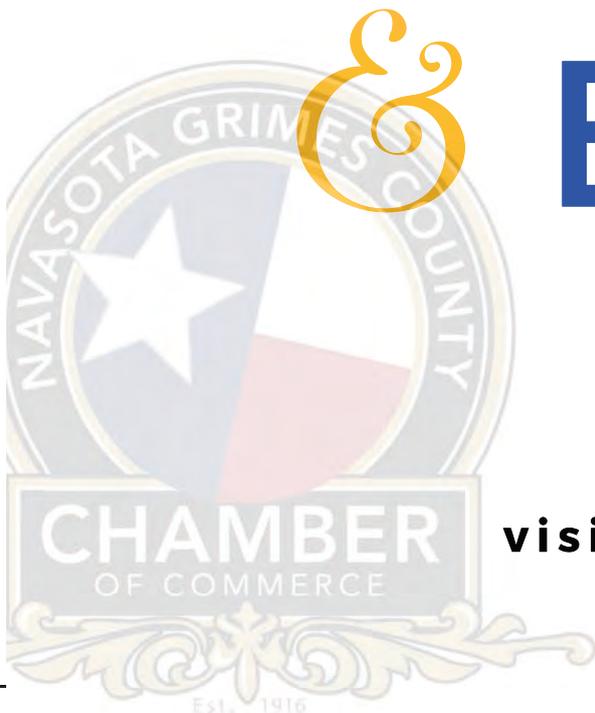
EVENTS

- Wine and Brew Walk
- Downtown Shopping
- Art Exhibits
- Live Blues Music
- Live Beer-Making
- Food Vendors
- Holiday Vendors



SAMPLE BEERS MADE WITH
LOVE, ALONG WITH HOME-GROWN
INGREDIENTS, FROM OUR LOCAL
MICRO-BREWERIES

WHEATS.



& BLUES.

HEAR TEXAS BLUES
MUSIC PLAYED
THROUGHOUT
DOWNTOWN

visitnavasota.com



REDS. WHEATS. & BLUES.
NAVASOTA, TEXAS

Programing and marketing support for the 2019-2020 season

2020 Navasota Program & Marketing Grant

Navasota Theatre Alliance

Dawn Jourdan
104 W. Washington Avenue
Navasota, TX 77868

navasotatheatrealliance@gmail.com
O: 936-825-3195

Dawn Jourdan

dawnjourdan@arch.tamu.edu
O: 816-739-4416

FollowUp Form

Quarter 1

Please fill out and electronically submit this report by January 20th, 2020. **Only include information (tourism impact and expenses) from the first quarter (October 1st - December 31st, 2019).**

Program Information

Project name

Programing and marketing support for the 2019-2020 season

Organization name*

Navasota Theatre Alliance

Name of program(s) or event(s)*

Only list grant-funded events occurring this quarter. If no programs or events funded, list "Marketing Only" or "None" as appropriate.

Smoke on the Mountain and Charlie Brown Christmas

Beginning date of program(s)*

If no programs, enter the beginning date of the quarter.

10/01/2019

Ending date of program(s)*

If no programs, enter the ending date of the quarter.

12/15/2019

Amount received from Navasota this quarter*

The amount of your quarterly grant check.

\$2,275.00

Amount of grant funds spent this quarter*

Please enter the total amount of grant funds that were spent **IN THIS QUARTER ONLY**.

\$2,275.00

Expense chart

Please download and use this form to itemize your quarterly expenses. Then re-upload the completed form here. If you need assistance, please email Amy at deputy@acbv.org.

FY2020-FirstQuarterNTA.pdf

Tourism Impact

Only include tourism impact numbers from all your events/activities occurring THIS QUARTER (NOT pre-sales of tickets, website traffic, etc.). Please only include raw numbers collected, not projections or extrapolations.

Total program attendance*

Please list each program/event this quarter and the number of attendees. If just reporting on marketing funds, please still list the total attendance for each event/program this quarter, if any.

Smoke on the Mountain (900 attendees over 15 performances)

Lanterns and Legends (80 attendees over 4 performances)

Charlie Brown Christmas (550 attendees over 10 performances)

Hotel impact*

Please enter the total number of room nights at local hotels that your visitors reported in their surveys. Please enter a whole number.

8

Restaurant patronage*

Please enter the total number of restaurant meals reported in your visitor surveys. Please enter a whole number.

41

What methods did you use to collect your tourism impact numbers?*

Did you do intercept surveys, ticket-purchase surveys, block rooms at a hotel, etc.? If you have a report, please upload that here. PLEASE DO NOT INCLUDE PERSONAL INFORMATION OF YOUR ATTENDEES.

If you would like to break down the tourism impact by programs, or show extrapolated numbers, you may do so here.

We sell tickets on line through vendini. Participants are asked whether they will stay the night in Navasota and whether they will eat in Navasota.

Examples of funded advertising/promotional campaigns

Please attach samples of grant-funded marketing **showing how the City and The Arts Council were recognized in your advertising/promotional campaigns.**

NTA-CharlieBrown-Waco Tribune Ad.jpg.pdf

Additional advertising/promotional samples

Please attach any other marketing or promotional samples here.

nta-charliebrown-quarterpg-ad.jpg.pdf

Signature

Signature*

Please type the name of the person completing this form. By typing your name, you certify that the information presented in this report is complete and accurate to the best of your knowledge.

Dawn Jourdan

Title*

Please list your title at the organization.

President

Contact Email*

dawnjourdan@arch.tamu.edu

Contact Phone*

8167394416

Date*

01/22/2020

File Attachment Summary

Applicant File Uploads

- FY2020-FirstQuarterNTA.pdf
- NTA-CharlieBrown-Waco Tribune Ad.jpg.pdf
- nta-charliebrown-quarterpg-ad.jpg.pdf



Annual Marketing & Program Grant
 Quarterly Report Expense Chart
 FY 2019-2020

Date	Payment Method (Include Check #)	Payee (must match approved items on contract for grant-funded items)	Total Payment Amount	Amount Attributed to Grant	Funded by which city?	Amount Attributed to Matching
11.26-11.29	debit card	Austin Chronicle	539	539	Navasota	
11.25-12.08	debit card	Houston Public Media	645	414	Navasota	231
12.01	debit card	Evolve	433	433	Navasota	
11.30-12.14	debit card	KTEX	468		Navasota	468
11.01	debit card	ACTX	325		Navasota	325
11.01	debit card	Copy Stop	350	350	Navasota	
11.29	debit card	Austin Chronicle	539	539	Navasota	



NAVASOTA!
So much, so close.



A CHARLIE BROWN CHRISTMAS

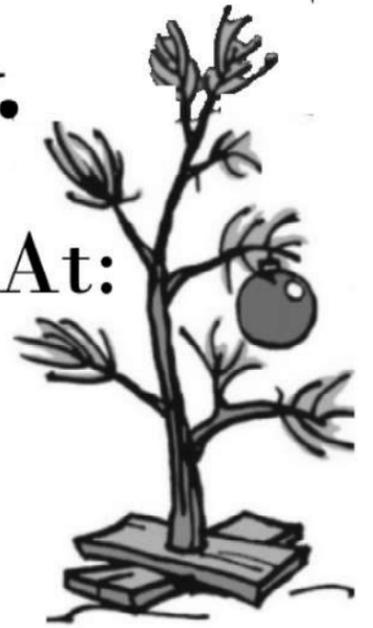
Live Shows December 05 — 15

Eat. See A Play! Stay.

Plan Your Visit & Tickets At:

navasotatheatre.org

936-825-3195



Sponsored by: A Leadership Gift from Carol Garnett. Made possible through the Hotel Tax Revenue funded by the City of Navasota through the Arts Council of the Brazos Valley.

Presented with permission by Samuel French, Inc. Thomas Muhn directs.



nta NAVASOTA
THEATRE ALLIANCE

Presents:

CA

CHARLIE BROWN

Christmas

Directed By: Thomas Muhn



Arts
Council
NAVASOTA!
So much, so close.

Performances:
December 5th—15th
Tickets Available at:
navasotatheatre.org

Made possible through the Hotel Tax Revenue funded by the City of Navasota through the Arts Council of the Brazos Valley. Presented with permission by Samuel French.

Year Round Marketing Support

2020 Navasota Program & Marketing Grant

Washington on the Brazos State Park Association

Mrs. Ginger Yvonne Moreland
P.O. Box 1
23400 Park Rd. 12
Washington, TX 77880

office@wheretexasbecametexas.org
O: 979-830-1824
M: 979-830-1824

Mrs. Ginger Yvonne Moreland

P.O. Box 1
23400 Park Rd. 12
Washington, TX 77880

office@wheretexasbecametexas.org
O: 979-830-1824
M: 979-830-1824

FollowUp Form

Quarter 1

Please fill out and electronically submit this report by January 20th, 2020. **Only include information (tourism impact and expenses) from the first quarter (October 1st - December 31st, 2019).**

Program Information

Project name

Year Round Marketing Support

Organization name*

Washington on the Brazos Historical Foundation

Name of program(s) or event(s)*

Only list grant-funded events occurring this quarter. If no programs or events funded, list "Marketing Only" or "None" as appropriate.

marketing only

Beginning date of program(s)*

If no programs, enter the beginning date of the quarter.

10/01/2019

Ending date of program(s)*

If no programs, enter the ending date of the quarter.

12/31/2019

Amount received from Navasota this quarter*

The amount of your quarterly grant check.

\$4,370.00

Amount of grant funds spent this quarter*

Please enter the total amount of grant funds that were spent **IN THIS QUARTER ONLY**.

\$4,071.92

Expense chart

Please download and use this form to itemize your quarterly expenses. Then re-upload the completed form here. If you need assistance, please email Amy at deputy@acbv.org.

Q1 EXPENSE CHART.pdf

Tourism Impact

Only include tourism impact numbers from all your events/activities occurring THIS QUARTER (NOT pre-sales of tickets, website traffic, etc.). Please only include raw numbers collected, not projections or extrapolations.

Total program attendance*

Please list each program/event this quarter and the number of attendees. If just reporting on marketing funds, please still list the total attendance for each event/program this quarter, if any.

The historic site had 16022 visitors in October, November, and December 2019.

Hotel impact*

Please enter the total number of room nights at local hotels that your visitors reported in their surveys. Please enter a whole number.

85

Restaurant patronage*

Please enter the total number of restaurant meals reported in your visitor surveys. Please enter a whole number.

207

What methods did you use to collect your tourism impact numbers?*

Did you do intercept surveys, ticket-purchase surveys, block rooms at a hotel, etc.? If you have a report, please upload that here. PLEASE DO NOT INCLUDE PERSONAL INFORMATION OF YOUR ATTENDEES.

If you would like to break down the tourism impact by programs, or show extrapolated numbers, you may do so here.

Copy of TIDC Survey Results.xlsx

We surveyed 389 visitors at the Texas Independence Day Celebration in March. We had approximately 4550 visitors. Of those surveyed, 70% traveled more than 75 miles to attend. 65% ate at a local restaurant and 22% stayed overnight.

Examples of funded advertising/promotional campaigns

Please attach samples of grant-funded marketing **showing how the City and The Arts Council were recognized in your advertising/promotional campaigns.**

WOB_rack_card_back 2019.pdf

Additional advertising/promotional samples

Please attach any other marketing or promotional samples here.

TSHA program.pdf

Signature

Signature*

Please type the name of the person completing this form. By typing your name, you certify that the information presented in this report is complete and accurate to the best of your knowledge.

Ginger Moreland

Title*

Please list your title at the organization.

Administrator

Contact Email*

office@wheretexasbecametexas.org

Contact Phone*

979-830-1824

Date*

01/22/2020

File Attachment Summary

Applicant File Uploads

- Q1 EXPENSE CHART.pdf
- Copy of TIDC Survey Results.xlsx
- WOB_rack_card_back 2019.pdf
- TSHA program.pdf

Statistics from TIDC Marketing Survey

	2018	2019
Surveys Completed	416	387
How People Heard About The Event	32% Word of Mouth 25% Facebook 25% Internet 15% Newspaper 7% Radio 5% TV 4% Magazine	38% Word of Mouth 28% Internet 20% Facebook 5% Newspaper 4% Radio 3% Magazine 2% TV
How Many Stayed Overnight & Where	33% Stayed Overnight. 8% of that was in Brenham.	22% Stayed Overnight. 12% of that was in Brenham.
How Many Ate At A Local Resturant	53%	64%
Where People Came From	35% Houston 32% Brazos Valley 7% Austin 7% Various Around Texas 5% Dallas/Fort Worth 4% San Antonio 3% Out of State 1% East Texas	39% Houston 25% Brazos Valley 8% Austin 6% San Antonio 6% East Texas 6% Out of State 5% Various Around Texas 4% Dallas/Fort Worth West Texas 1%

CELEBRATE TEXAS' 183RD BIRTHDAY WHERE TEXAS BECAME TEXAS

**TOE TAPPIN' MUSIC
FOOD LIVING HISTORY
MUSKET AND CANNON
FIRINGS PRESENTATIONS
TEXAS A&M ★★ AND MUCH MORE!
SINGING CADETS ★**

**FREE ADMISSION
AND PARKING**



Stand on the spot where 59 delegates bravely met on March 2, 1836 to declare independence of Texas from Mexico.

Event includes 293 acres of parkland, activities, food and celebrations. Visitors can wander freely in a bona fide Texas Army camp to learn how soldiers and their families lived in 1836. Free admission that weekend to Independence Hall, Star of the Republic Museum and Barrington Living History Farm.

Kids History Zone, Texas A&M Singing Cadets, Non-stop entertainment.

FREE admission, FREE parking, FREE shuttle.

State Parks prohibit alcohol.

Hotel Specials Available

www.wheretexasbecametexas.org • 936.878.2214

THIS EVENT IS MADE POSSIBLE BY:



Bluebonnet Electric Co-op, Blinn College,
Brenham National Bank, Del Sol Food Co. Inc./Briannas Salad Dressing,
Insite Brazos Magazine, KTEX 106 Sounds Like Texas,
Texas Parks & Wildlife Department and the
Washington on the Brazos State Park Association.

WASHINGTON ON THE BRAZOS

TEXAS

**INDEPENDENCE DAY
CELEBRATION**

**WHERE
TEXAS
BECAME
TEXAS**

**MAR 2
MAR 3**

**FREE
ADMISSION
AND PARKING**

**TOE TAPPIN' MUSIC
FOOD LIVING HISTORY
CRAFTS PRESENTATIONS
GUN SALUTES AND MUCH MORE!**

www.wheretexasbecametexas.org

SPONSORED BY:



The Arts Council of Brazos Valley
Budget vs. Actuals: FY2020
 October - December 2019

	Total		% of Budget
	Actual	Budget	
Revenue			
430 Contributed Income	2,386.86	62,500.00	3.82%
431 Membership Dues			
431.1 Individual Membership	296.10	10,000.00	2.96%
431.2 Affiliates Membership	50.00	4,000.00	1.25%
431.3 Business Membership	244.20	17,000.00	1.44%
Total 431 Membership Dues	\$ 590.30	\$ 31,000.00	1.90%
432 Fundraising Events			
4324 Celebrate the Arts	6,025.00	140,000.00	4.30%
4325 Boots & BBQ	847.64	10,000.00	8.48%
4326 Empty Bowls, Jr.	0.00	13,000.00	0.00%
4327 Celebrate the Arts Scholarship	13,500.00	15,000.00	90.00%
Total 432 Fundraising Events	\$ 20,372.64	\$ 178,000.00	11.45%
433 Government Grants			
4331 College Station	8,750.01	35,000.00	25.00%
4332 College Station HOT	115,744.01	687,976.00	16.82%
4332-1 COCS HOT Reimbursements	729.00	3,000.00	24.30%
4333 Bryan HOT	31,050.00	180,000.00	17.25%
4333-1 COB HOT Reimbursements	0.00	600.00	0.00%
4334 Brazos County	8,000.00	8,000.00	100.00%
4335 TCA	9,500.00	20,000.00	47.50%
4336 Navasota HOT	28,800.00	28,800.00	100.00%
Total 433 Government Grants	\$ 202,573.02	\$ 963,376.00	21.03%
434 Foundation & Trust Grants	5,000.00	5,000.00	100.00%
Total 430 Contributed Income	\$ 230,922.82	\$ 1,239,876.00	18.62%
440 Program Service Revenue			
440.1 Red Wasp	0.00	2,000.00	0.00%
440.2 Classes	225.32	1,600.00	14.08%
440.3 Camps	0.00	8,500.00	0.00%
440.4 Community Festival	480.00	4,000.00	12.00%
440.6 Artist Call for Entry	101.59	1,700.00	5.98%
440.7 Special Exhibits	0.00	30,000.00	0.00%
Total 440 Program Service Revenue	\$ 806.91	\$ 47,800.00	1.69%
450 Other Revenue			
450.1 Miscellaneous Revenue	175.25	50.00	350.50%
450.2 Investments	2,125.46	2,000.00	106.27%
450.3 Rentals	2,133.40	17,500.00	12.19%
Total 450 Other Revenue	\$ 4,434.11	\$ 19,550.00	22.68%
46000 Merchandise Sales	11,735.35	8,000.00	146.69%
Total Revenue	\$ 247,899.19	\$ 1,315,226.00	18.85%
Gross Profit	\$ 247,899.19	\$ 1,315,226.00	18.85%

Expenditures

600 Awards and Grants

601 Awards & Grants-Organizations	121,274.00	467,976.00	25.91%
601-1 Returned Grants	1,113.08	3,600.00	30.92%

Total 601 Awards & Grants-Organizations	\$ 122,387.08	\$ 471,576.00	25.95%
--	----------------------	----------------------	---------------

602 Awards & Grants-Individuals	0.00	15,000.00	0.00%
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Total 600 Awards and Grants	\$ 122,387.08	\$ 486,576.00	25.15%
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610 Salaries and Related Expenses

611 Salaries & Wages	45,000.03	260,000.00	17.31%
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612 Employer IRA Contributions	991.08	7,800.00	12.71%
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613 Employee Benefits-Other	90.00	0.00	
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614 Payroll taxes & fees	3,398.71	20,352.00	16.70%
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615 Sales Commission	0.00	1,050.00	0.00%
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616 Employer Health Ins. Contribution	2,099.58	0.00	
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Total 610 Salaries and Related Expenses	\$ 51,579.40	\$ 289,202.00	17.84%
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620 Fees for Services

621 Accounting Fees	2,050.00	20,000.00	10.25%
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622 Legal Fees	71.13	20,000.00	0.36%
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624 Marketing Intern Fees	2,250.00	10,500.00	21.43%
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625 Contractor Fee	560.00	0.00	
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Total 620 Fees for Services	\$ 4,931.13	\$ 50,500.00	9.76%
------------------------------------	--------------------	---------------------	--------------

630 Advertising, Printing, Promo.

11,651.54	56,000.00	20.81%
-----------	-----------	--------

631 Programs

6312 ART for Life	9.37	13,500.00	0.07%
-------------------	------	-----------	-------

6313 Gallery	1,922.16	12,000.00	16.02%
--------------	----------	-----------	--------

6314 Camps	0.00	5,100.00	0.00%
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6315 Community Festivals	54.97	400.00	13.74%
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6316 Public Art	0.00	4,000.00	0.00%
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6317 Classes	1,029.69	1,500.00	68.65%
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6318 Special Exhibits	0.00	30,000.00	0.00%
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6319 Red Wasp	550.00	2,000.00	27.50%
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6320 Artist Connect	0.00	7,000.00	0.00%
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6325 Programs-Other	458.81	7,000.00	6.55%
---------------------	--------	----------	-------

6327 Empty Bowls, Jr.	0.00	6,500.00	0.00%
-----------------------	------	----------	-------

6328 Artist in Residence	0.00	9,100.00	0.00%
--------------------------	------	----------	-------

Total 631 Programs	\$ 4,025.00	\$ 98,100.00	4.10%
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632 Fundraising

6324 Celebrate the Arts	3,481.50	45,000.00	7.74%
-------------------------	----------	-----------	-------

6329 Boots & BBQ	1,019.81	3,000.00	33.99%
------------------	----------	----------	--------

6330 Fundraising - Other	4,400.00	5,500.00	80.00%
--------------------------	----------	----------	--------

Total 632 Fundraising	\$ 8,901.31	\$ 53,500.00	16.64%
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640 Office Expenses

731.76	4,000.00	18.29%
--------	----------	--------

641 Postage, Mailing Service	55.00	700.00	7.86%
------------------------------	-------	--------	-------

Total 640 Office Expenses	\$ 786.76	\$ 4,700.00	16.74%
----------------------------------	------------------	--------------------	---------------

650 Information Technology

1,059.50	5,700.00	18.59%
----------	----------	--------

660 Occupancy			
662 Security	135.00	1,000.00	13.50%
663 Janitorial	38.14	10,800.00	0.35%
6635 Repairs & Maintenance	0.00	10,000.00	0.00%
664 Pest Control	85.00	500.00	17.00%
665 Utilities	4,485.03	20,000.00	22.43%
667 Mortgage Interest	0.00	39,000.00	0.00%
Total 660 Occupancy	\$ 4,743.17	\$ 81,300.00	5.83%
661 Facilities & Equipment Rental	452.19	1,980.00	22.84%
669 Property Purchase	0.00	280,800.00	0.00%
670 Mileage			
671 Travel & In-Region Mileage	423.23	1,800.00	23.51%
Total 670 Mileage	\$ 423.23	\$ 1,800.00	23.51%
680 Insurance	0.00	12,000.00	0.00%
690 Other expenses			
691 Bank Charges	169.29	2,496.00	6.78%
6911 Investment Losses	0.00	600.00	0.00%
694 Memberships and Dues	550.00	1,400.00	39.29%
695 Training & Development	30.00	4,500.00	0.67%
697 Artist Commission	8,219.88	5,600.00	146.78%
699 Other Costs	22,309.96	1,000.00	2231.00%
6991 Misc Pass Through	0.00	0.00	
Total 690 Other expenses	\$ 31,279.13	\$ 15,596.00	200.56%
Total Expenditures	\$ 242,219.44	\$ 1,437,754.00	16.85%
Net Operating Revenue	\$ 5,679.75	-\$ 122,528.00	-4.64%
Net Revenue	\$ 5,679.75	-\$ 122,528.00	-4.64%

Thursday, Jan 30, 2020 09:37:42 AM GMT-8 - Accrual Basis

The Arts Council of Brazos Valley
Statement of Financial Position
As of December 31, 2019

	Total
ASSETS	
Current Assets	
Bank Accounts	
10100 Well's Fargo Business Checking	82,783.08
10120 Well's Fargo Money Market	17,477.27
10125 PayPal	687.09
10200 Prosperity - ABC	574,686.70
10400 American Momentum Money Market	120,950.78
10450 American Funds	33,815.79
10950 Cash in Drawer	634.77
12300 Community Foundation of BV	8,747.85
Total Bank Accounts	\$ 839,783.33
Accounts Receivable	
11001 Accounts Receivable	20,100.00
11006 Discount on Pledge Receivable	-30,845.45
11200 Pledges Receivable	355,640.00
Total 11001 Accounts Receivable	\$ 344,894.55
Total Accounts Receivable	\$ 344,894.55
Other Current Assets	
1692 Prepaid Insurance	4,171.76
1693 Prepaid Advertising	1,200.00
Total Other Current Assets	\$ 5,371.76
Total Current Assets	\$ 1,190,049.64
Fixed Assets	
14000 Fixed Assets	
14100 Furniture and Equipment	125,104.81
14200 Buildings - Operating	7,503.00
14300 Permanent Collection	677,023.02
14999 Accum Depreciation	-105,831.98
Total 14000 Fixed Assets	\$ 703,798.85
14101 New Building	1,021,146.45
14101.1 Building Improvements	642,781.26
14102 Credit to Building Cost	-30,296.00
15000 Land	392,430.00
16000 Construction in Progress	8,415.05
Total Fixed Assets	\$ 2,738,275.61
Other Assets	
18800 Inventory	15,105.00
Total Other Assets	\$ 15,105.00
TOTAL ASSETS	\$ 3,943,430.25

LIABILITIES AND EQUITY**Liabilities****Current Liabilities****Accounts Payable**

20000 Accounts Payable 152,983.05

Total Accounts Payable \$ 152,983.05**Credit Cards**

21500 Wells Fargo Business Card 4,063.08

Total Credit Cards \$ 4,063.08**Other Current Liabilities**

22000 Payroll Liabilities 0.00

22200 Texas Unemployment Payable 197.65

22400 Blue Cross Blue Shield Payable -1,176.10

22500 Guardian Insurance Payable -179.85

Total 22000 Payroll Liabilities -\$ 1,158.30

23000 Deferred Membership Dues 100.00

23100 Deferred Income 4,998.75

24300 Accrued Compensated Absences 4,029.94

25500 Sales Tax Payable 4,257.16

25800 Unearned or Deferred Revenue 8,000.00

27201 Due to COCS- Reimbursements 16.00

State Comptroller Payable 57.19

Texas Comptroller Payable 404.76

Total Other Current Liabilities \$ 20,705.50**Total Current Liabilities \$ 177,751.63****Long-Term Liabilities**

27101 Notes Payable 1,042,796.57

Total Long-Term Liabilities \$ 1,042,796.57**Total Liabilities \$ 1,220,548.20****Equity**

31300 Perm. Restricted Net Assets 5,050.00

32000 Unrestricted Net Assets 2,712,152.30

Net Revenue 5,679.75

Total Equity \$ 2,722,882.05**TOTAL LIABILITIES AND EQUITY \$ 3,943,430.25**



OCT-DEC 2019 QUARTERLY REPORT NARRATIVE CITY OF NAVASOTA FUNDING

THE ARTS COUNCIL PROGRAMS

Arts Council & Visitor Center Operations

The Arts Council & Visitor Center is the hub of the arts, culture and heritage community in our region and home to a unique two-tier mezzanine gallery and three working studios, providing exhibit and retail space for works of art created by local artists and artists throughout Texas. The new facility and galleries celebrate one year open on October 8, 2019. On average, The Arts Council hosts meetings for more than 20 affiliate groups per month and has averaged roughly 600 visitors and program participants for each month of the first quarter.

During the first quarter, the galleries continued hosting the *Ground Zero 360: A 9/11 Retrospective Exhibit* until its closing on November 11th. This exhibit, which featured photographs, artifacts, mementos, and artistic responses to the September 11th attacks. Over 250 visitors signed our guestbook during October and November, with visitors coming from the Brazos Valley, all around Texas, Arkansas, Florida, Kansas, North Carolina, Wyoming California, and Washington. We extended our operating hours for the last weekend of the exhibit to give visitors and Brazos Valley residents one last chance to see the exhibit before it left. When the exhibit organizers came to pack up the exhibit, they saw the memorial quilt that one of our local quilting affiliate groups created and donated to The Arts Council to commemorate the exhibit. They were blown away by the craftsmanship and tribute and requested that we donated the quilt to the exhibit. The Arts Council board voted to do so, and that quilt is now travelling with the exhibit and will be shown all around the country.

On November 21, we opened *The Art of Jill & Bob Pankey* on November 21st. Over 40 guests came to the opening that evening to celebrate the work of two of Bryan's former artists. The retired couple shares a studio space in San Marcos and creates work inspired and influenced by each other's styles. Jill's work features bright, colorful, and lively portraits and figure works that capture female individuals and relationships *in media res*. Bob, who began painting in retirement, chooses to focus on still figures of wildlife, but still very much influence by the bright color and composition of his wife's work. The exhibit was a favorite with long-time fans of the Pankeys and the artists had over \$8,000 in sales on opening night. The exhibit continued through January 24, 2020.

Funding Opportunities

Perhaps the longest-standing means of support to the regional artistic community, The Arts Council funds programs, projects and education through its funding programs below.

- Annual Program and Marketing Grants support affiliate organization projects that significantly promote arts, culture and heritage in the Brazos Valley through hotel/motel taxes from the City of College Station and the City of Bryan. The Arts Council distributed \$109,169 in Annual Program and Marketing grant funding to its affiliates in the first quarter of FY 2019/20 in November. The following affiliates are recipients of funding of Annual Program and Marketing grants for FY 2019/20: Ballet Brazos, Brazos Educational Radio, Brazos Valley African American Museum, Brazos Valley Chorale, Brazos Valley Museum of Natural History, Brazos Valley Symphony Society, Brazos Valley Worldfest, Children's Museum of the Brazos Valley, Fiestas Patrias Mexicanas of Bryan/College Station, Friends of Chamber Music, George Bush Presidential Library and Museum, MSC OPAS, Museum of the American G.I., Stage Center Community Theater, TAMU's Dance Science Program, TAMU's Wright Gallery, and The Theatre Company of Bryan/College Station.
- The Arts Council distributed \$12,105 in Navasota Annual Program and Marketing funding during the first quarter. Grimes County Chamber of Commerce, Navasota Theatre Alliance, and Washington on the Brazos State Park Association are the recipients of Navasota Annual Program and Marketing funds in FY 2019/20.
- The Arts Council received final approval of our affiliate pass-through budget from the Cities in November. Contracts were drafted with all the affiliates for their annual funding and signed in November/December. Contract amendments for the third year of funding for our multi-year, high-performing affiliates were signed in November/December.
- Rural Grants assist Arts Council affiliates operating in the rural portions of the Brazos Valley with program needs up to \$2,500. Funding is provided by The Arts Council for this program. The Arts Council will open applications for local nonprofits for this funding opportunity in January 2020 and distribute awards in March 2020. We did not distribute any rural grants this quarter.
- The Arts Council offers an annual scholarship program from seniors graduating from high school in the seven-county Brazos Valley region. These seniors must plan to attend an accredited 2- or 4-year university to student a degree plan in arts, culture, or heritage. The Arts Council did not distribute any scholarships in this quarter. The next cycle of scholarship awards will be in the third quarter of FY 2019/20.

Following is a detailed chart of the impact of this funding in the community as provided by individual affiliates in their quarterly reports.

AFFILIATE GRANT RECIPIENT	FY 2019/20 Q1 Grant Distributions	Persons Impacted by Programs	Projected Restaurant Impact (meals)	Hotel Impact (room nights)	PROGRAMS/MARKETING FUNDED
Navasota Grimes County Chamber of Commerce	\$5,460.00	227	167	3	Reds, Wheats, and Blues festival
Navasota Theatre Alliance	\$2,275.00	1,530	41	8	<i>Smoke on the Mountains, Lanterns and Legends, and Charlie Brown Christmas</i>
Washington on the Brazos State Park Association	\$4,370.00	16,022	207	85	Year-round marketing support
TOTALS	\$12,105.00	17,779	415	96	

Artistic Learning Opportunities

- In the first quarter, The Arts Council wrapped up our fall semester of Art After School classes for children, taught by Navasota Artist in Residence Caroline Radell. Children enrolled in the class learned the basics of portraiture and finished their semester with sculpting their own busts.
- Our three studio artists (Sherry Killingsworth, Coleen Bradfield, and Chris Wilson) moved into their studios in the gallery side of our building and began creating. Their studio spaces are open to the public when the artists are present, and the artists are encouraged to engage with the visiting public and discuss their art. The artists held an Open House on December 14th to provide an afternoon of art viewing and gift shopping for the holidays.
- The Arts Council, working with the City of Navasota, continued the Navasota Artist in Residence program. The current round of artists, Rebecca Dias (painter from Arizona), Caroline Radell (mixed-media artist from Florida) and Hayley Morrison (mixed-media artist from Austin) continued their residency through the fall. The three artists participated in many public art events and hosted their own holiday open house. Rebecca and Apinya Srihwanthong (former Artist in Residence) released their book, *Navasota is Beautiful* on November 7th to great success. The book has already made over \$700 in sales, in addition to the \$4,000 they raised to cover production costs, and the artists are working on executing wholesale agreements with providers in the Brazos Valley.
- Devin Cogger from Portland, Oregon continued his time in the Bryan Artist in Residence program. Housed in the Kasparov Lofts in Downtown Bryan, Devin is an active participant in the art scene, participating in First Fridays and Third Thursday ArtSteps.
- ART for Life continued in the fall with guitar and songwriting workshops with local musician Joey McGee. Joey met with youth in the Juvenile Justice system on weekends in the fall to talk, practice chords, create new songs, and learn to healthily express their emotions through art. One student, Julian, really took to the program and continued lessons with Joey even after the program ended.

Community Outreach

The Arts Council operates community outreach efforts designed to create access to artistic opportunity. Efforts include marketing, support of affiliate organizations, placement of art in public venues, and involvement in community events, such as First Fridays and collaboration with Experience B/CS and city Parks and Recreation.

Marketing

- Innumerable residents and visitors are served through regular marketing and outreach programs from mailings, advertisements, brochures, newspaper articles, television and radio spots/interviews, and our website, www.acbv.org.
- The Arts Council regularly and extensively promotes affiliate events, Arts Council programs, and local art events through social media and paid online and print advertising. Marketing efforts target a statewide audience as well as providing up to date information to residents and visitors. Additionally, Bryan Broadcasting, KBTX

and KAGS donate significant amounts of air time to run Arts Council Art Spots and interviews. Marketing efforts in the first quarter focus on Ground Zero 360, gallery exhibits and openings, Art After School, Boots & BBQ, our upcoming professional development workshop, and affiliate promotions.

- The ACBVoice e-newsletter was sent to over 3,000 subscribers monthly during the first quarter. The newsletter promotes upcoming arts events in the Brazos Valley in addition to providing updates on Arts Council programs and projects.
- Arts Council staff recorded regular interviews at the WTAW studios every other week during the first quarter. They were joined by Arts Council affiliates such as the Friends of Chamber Music, Blinn College Bryan's Theatre Department, and Friends of the B+CS Public Library. We also promoted Arts Council events and programs, including introducing our newest artist in residence, Caroline Radell, and our new Executive Director, Sheree Boegner.
- The Arts Council continued to produce Arts Spots, which are distributed directly to every hotel in Bryan/College Station and are also read as public service announcements, aired multiple times a day on media outlets in the region. We continue to update our Arts Spots distribution list to include many of the new hotels being built in the Bryan/College Station area.

Support of Affiliate Organizations

- We support over 55 affiliated arts, culture and heritage organizations across the Brazos Valley through funding, promotion, advocacy and partnership-building programs. In addition, the Arts Council facilities are available for use free of charge to all affiliates during regular business hours (Monday-Friday, 9am-5pm, Saturday, 1pm-4pm) and used by many of these groups monthly.
- The Arts Council continued to assist with the organization of the Brazos Valley Museum Collective and the Brazos Valley Theatre Collective. The Museum Collective, made up of galleries and museums throughout the Brazos Valley, held two meetings in the first quarter at the Brazos Valley Museum of Natural History. The Brazos Valley Theatre Collective met monthly at participating theatres. Both groups meet regularly and work collaboratively on planning and promoting their shows and engaging in shared marketing endeavors.
- The Arts Council and our affiliates are regularly covered in *The Eagle* and on local news stations as a result of our public relations efforts.

Art in Public Places

- The Arts Council curates several Community Galleries at Large. One of these Community Galleries-at-Large, the Brazos Valley Council of Governments' building, hosted a show of work by local photographer Terry Larsen in October. In November, an exhibit of artwork by area high school students went on display through January 2020.
- The Community Gallery-at-Large space at College Station City Hall hosted three exhibits, including artwork by local artists Mary Skow, Chris Wilson, and Sherry Killingsworth. In December, the gallery featured an exhibit of the National Audubon Society's photography contest winners.

- The Brazos Valley Plastic Surgery space continues to host a show by local artist Emily Laughlin and the Navasota City Hall space is currently featuring mixed media art by Neil Folloso.
- Featuring 29 outdoor sculptures and over thirty art benches, the Public Art program is supported by local business partners and the cities of Bryan and College Station. This program aesthetically improves and fosters appreciation of the role of the arts in our community.
- *Hand of God* by local artist John Magee continues to attract crowds to the ArtFill installation site in Downtown Bryan.

Community Events

- The Arts Council participated in the first ever “Brazos Valley Gives” day organized by the Community Foundation of the Brazos Valley. This annual day of giving takes place on the fourth Tuesday of October every year and is a chance to promote all the great work that nonprofits in our area do. Many of our affiliate members also participated and were successful in raising new funds and donors.
- The Arts Council also participated in the Downtown Bryan Association’s revival of Festifall on November 9th. Arts Council staff provided group art creation activities for children and families and promoted the Art After School classes, camps, and programs we offer children in our area.
- As part of our efforts to give back during the holidays, The Arts Council staff and board members signed up to volunteer at the Brazos Valley Foodbank. During our hours at the food bank, our team sorted and processed enough food donations to provide over 1,000 meals to Brazos Valley families. This volunteerism allows us to support and build partnerships with other nonprofits in the area.

FINANCIAL REPORT CITY OF NAVASOTA OCTOBER - DECEMBER 2019

- On Nov 20, The Arts Council deposited check #013422, dated Oct 22nd, 2019 and in the amount of \$28,800 from the City of Navasota Hotel Occupancy Tax Revenue funds. These funds were utilized for sub-granting and artist in residence support in the first quarter of FY 20.
- The Arts Council used HOT revenue funds for the following:
 - **\$12,105.00** used for quarterly affiliate grant payments made on Nov 1. Please see the table on page 3 for a breakdown of these distributions to affiliates in Q1.
 - **\$224.35:** expenses for artist in residence open house on Nov 7.
 - The remaining **\$16,470.65** will be used in later quarters this fiscal year.

Attachments

- Profit and Loss Statement from October 1, 2019 – December 31, 2019
- Balance Sheet as of December 31, 2019
- Affiliate Quarterly Reports and Supplemental Materials for Q1 FY 2020

REGISTRATION IS NOW OPEN FOR

NAVASOTA CITIZENS UNIVERSITY

LEARN HOW YOUR CITY WORKS FOR YOU



NCU provides 4 week program for participants to learn in detail about the various aspects of city government, and get to know the employees working behind the scenes to keep the city going.

Classes meet on Mondays from 5:30 pm to 7:30 pm beginning March 23rd. A graduation ceremony will be held at the April 27th City Council Meeting.



\$25 PER PERSON
MUST BE 18 OR OLDER TO REGISTER
\$15 FOR NHS SENIORS
MUST SHOW STUDENT ID TO REGISTER
REGISTRATION CLOSING MARCH 13TH, SPOTS ARE LIMITED

REGISTER ONLINE AT NAVASOTA.RECDESK.COM OR AT CITY HALL.
CONTACT SUSIE HOMEYER FOR MORE INFORMATION AT 936-825-6475



**NAVASOTA CITIZENS UNIVERSITY
2020 SCHEDULE**

CLASSES WILL BE FROM 5:30 – 7:30 P.M.

MONDAY, MARCH 23, 2020	CITY COUNCIL
MONDAY, MARCH 30, 2020	DISPLAY STATIONS SET UP IN CITY HALL FOR ALL DEPARTMENTS
MONDAY, APRIL 6, 2020	TOUR THE POLICE DEPARTMENT, ANIMAL CONTROL AND FIRE DEPARTMENT
MONDAY, APRIL 13, 2020	TOUR PUBLIC WORKS FACILITIES (STREETS/UTILITIES)
MONDAY, APRIL 27, 2020	NAVASOTA CITIZENS UNIVERSITY GRADUATION (COUNCIL MEETING)

PRESENTATION GUIDELINES:

- **Keep presentations short and engaging**
- **Fun fact sheets – include information you think is good or important to know but do not have time to cover**
- **Power point presentation – We can have playing at each session**

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 5. **AGENDA DATE:** February 24,
2020

PREPARED BY: Brad Stafford, City Manager

APPROVED BY: BS

ITEM: Consideration and possible action on natural gas supply contract.

ITEM BACKGROUND:

The current natural gas contract with CenterPoint Energy Services expires on February 29th. Keith Bulls with ProSource Energy Group has been negotiating a new contract, and will present the new contract which is firm pricing at the NYMEX spot price for natural gas with no premium mark up. This is very similar to the expiring contract and is a good contract for the city and it's customers.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends approval of the natural gas contract. (once the contract arrives we will include details)

ATTACHMENTS:

1. Email on gas supply

Susie Homeyer

From: Brad Stafford
Sent: Thursday, February 6, 2020 5:16 PM
To: Susie Homeyer
Subject: FW: Renewal Gas Supply Contract

Susie,
The email below is for the staff report on Feb.. 24th.
Thanks



Brad Stafford
City Manager
City of Navasota
BStafford@navasotatx.gov
tel 936-825-6408
fax 936-825-4018

From: kbbulls prosourceenergy.com <kbbulls@prosourceenergy.com>
Sent: Tuesday, February 4, 2020 3:27 PM
To: Brad Stafford <bstafford@navasotatx.gov>
Cc: Lance Hall <lhall@navasotatx.gov>
Subject: Renewal Gas Supply Contract

Brad,

I received word today that Centerpoint has locked in the pricing and terms for the new 3 year contract - to be effective March 1, 2020.

As we discussed, terms are for NYMEX pricing on all contract dedicated volumes, with any usage over the monthly expected usage priced also at NYMEX (HenryHub).

Any under-usage (say we expect to burn 40,000 and only burn 39,000) - will be sold back to Centerpoint at NYMEX - 22¢
Centerpoint understood that we were reducing contract-commitment volumes due to 1. economic uncertainty and 2. pricing considerations.

I provided the following information in support of the contract.

CITY OF NAVASOTA TEXAS
NAVASOTA NATURAL GAS SUPPLY CONTRACT RENEWAL

2019/2020 Historical Actuals	Contract Quantity - Prior Usage/Demand <u>Reduced By 10%</u>	Monthly Dedication To MuniGas Discount Program	
January-20	56,500	50,850	35,200

February-19	59,539	53,585	32,957
March-19	62,875	56,588	33,473
April-19	48,838	43,954	29,130
May-19	48,279	43,451	38,675
June-19	46,754	42,079	28,600
July-19	44,640	40,176	24,771
August-19	51,721	46,549	32,200
September-19	43,249	38,924	30,800
October-19	48,163	43,347	38,604
November-19	58,071	52,264	28,360
December-19	63,360	57,024	44,169
ANNUAL	645,345	568,790	396,939

So.. the middle column's volume will be used in the [Transaction Confirmation portion of the] new contract.

Additionally, Centerpoint has been re-advised to please run/invoice the max dedication volume (right column) - through the MuniGas 6.25% discount program.

Approximately 70% of contract volumes will be available for the discount.

Centerpoint ES should have some documents for signature later this week, next week at the latest.

Thanks
Keith

Keith B. Bulls

President and Managing Partner

ProSource Energy Consultants LLC

kbbulls@prosourceenergy.com

(o) 281.444.8077

(c) 832.462.4324

www.prosourceenergy.com

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 6. **AGENDA DATE:** February 24,
2020

PREPARED BY: Jason Katkoski, Fire Chief/EMC

APPROVED BY: BS

ITEM: Discussion, consideration and possible action on repair or replacement of the Navasota Fire Station.

ITEM BACKGROUND:

There is mold through out the entire station. The main concern is in the living quarters upstairs, in which the firefighters are complaining that it's making them sick. The type of mold in the building is one that a person has an allergic reaction too. A mold survey was performed and is attached for your review. Another quote is for the repairs to remove the mold as much as possible. Cost associated with repairs to the building or the building of a new station would require temporary housing during construction. The metal on the entire building is rusting and is beyond its normal life span.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends discussion of replacement or implementing temporary repairs of the Navasota Fire Station.

ATTACHMENTS:

1. Proposal for repairs
2. Environmental Assessment



Aggieland Construction

PO Box 271

Wellborn, TX 77881

Proposal

Project: Navasota Fire Dept. Water Damage Repair

Client: Navasota Fire Department

Location: Navasota, TX

Date: 2/5/20

All labor and material to perform the scope of work listed:

Demo

- Provide and install poly dust curtain approximately 40' long floor to ceiling
- Remove and dispose wall paneling from north wall from restroom to west wall of building
- Remove and dispose all insulation
- Remove and dispose all ceiling tile in upstairs area. Approximately 1200 SF
- Demo all water damage wood studs on the 40' of the north wall
- Demo framing around 2 windows and dispose
- Remove ceiling grid back approximately 8' from wall 40' long to repair wall

Architectural

- Provide and install new wood framing on north wall where water damaged studs were removed
- Provide and install new framing around windows
- Provide and install new batt insulation on north wall and 8'x40' of ceiling
- Provide and install new ceiling grid on 8'x40' of ceiling
- Provide and install approximately 1200 SF of new 2x4' ceiling tile throughout space
- Provide and install new moisture resistant gyp board on north wall
- Tape and float new GWB
- Includes orange peel texture on new gyp board
- Includes painting of new gyp board
- Provide and install new 4" rubber cove base on 40' of north wall
- Provide and install new caulking around 2 north windows

Roofing

- Provide and install sealer on approximately 2400 SF of roof on the north side of building
- Sealer to be a vanguard oil-based product

General Conditions

- Final clean
- Permit
- Dumpsters
- Mobilization
- Supervision
- Insurance

Clarifications:

- Aggieland is not certain where the leak is coming from, so we are proposing one type of means and methods that could potentially fix this issue, but it is not guaranteed. Navasota Fire Dept with acceptance of this proposal agrees and understands that sealing of the roof could potentially not fix the leak which would account for an additional process costing more money and time.
- Navasota Fire Department also agrees and understands that the water damage could be more extensive once the walls and ceilings are exposed which could require more work and cost more money to repair. These are unforeseen issues that Aggieland has no way of knowing about until the framing is exposed. We will do our best not have any additional costs but at this time we have no idea of knowing the extent of the problem.

Exclude:

- Anything unforeseen
- Mold remediation
- HVAC
- Plumbing
- Electrical
- Sales Tax
- Flooring
- Sub floor repair
- Structural framing
- Exterior work other than sealing of roof
- Engineering
- Warranty of water leak based on not knowing the source
- Overtime
- Anything not specifically mentioned in above scope of work.

Alternate 1 – \$3,500.00

Replace a 10'x20' section of sub floor. This accounts for new framing, decking, and VCT to match close as possible.

Alternate 2 - \$9,500.00

Demo all wall panels, lavatory, toilet, and floor decking

Provide new decking, sheetrock walls, painting, and new vct flooring

Provide and install new acrylic shower insert with plumbing to account for new shower

Proposed Base Price: \$39,940.00

Thank you for the opportunity. If there is anything else we can do for you, please let us know.



2/5/2020

Megan Jones

Date

Authorized Signature

Date

*HUB certification provided on request

*Prices are good for 30 days



AWA Environmental

1860 White Oak Dr.
Suite 324
Houston, TX 77009

(713) 401-9751
www.awamoldinspections.com

To whom it may concern:

Per your request, AWA Environmental has collected all appropriate information pertaining to the subject property and has successfully prepared and finalized a Mold Report. The assessment of the property was conducted on 7/10/19 , which included a visual assessment with direct samples being taken. Dry moisture staining will be distinguished from wet moisture stains by descriptions of active (above 20% WME) or inactive moisture stains.

Enclosed is our report which includes, laboratory reports, visual observations, and analysis of the laboratory results from the samples collected during the inspection. If you have any questions concerning this report, please contact the home office with the number listed.

Home Office: (713) 401-9751

Respectfully Submitted,

Adam Horas Digitally signed by Adam Horas
Date: 2019.07.25 23:28:12 -05'00'



AWA Environmental

1860 White Oak Dr.
Suite 324
Houston, TX 77009

(713) 401-9751
www.awamoldinspections.com

Purpose:

The purpose of the mold assessment was to determine the presence and extent of microbial growth and/or unusual moisture conditions in the building. The conclusions in this report are based on information obtained during the mold assessment, which included:

- ▶ Interviews of property representatives
- ▶ Visual observations
- ▶ A moisture survey
- ▶ Measurement of temperature and relative humidity
- ▶ Collection and laboratory analysis of direct samples

Assessment:

Client Name: Dominique Lowery

Inspector: Adam Horas

Location Address: 1500 S La Salle St, Navasota, TX 77868

Inspection Date: 7/10/19

Time of inspection: 3 PM

Outside conditions: Partly Cloudy

of air samples taken: 18

of surface samples taken: 7

Elevated moisture levels.

Yes No

Excess humidity

Yes No



AWA Environmental

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Suite 324
Houston, TX 77009

(713) 401-9751

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Interview:

The firehouse has been have water issues and the firefighters have noticed suspected fungal growth on some walls in the firehouse so they contacted AWA Environmental to perform a mold inspection.

Observations:

Suspected fungal growth was noted on the first floor HVAC pipe, in the cabinet underneath the upstairs kitchen sink, on the upstairs HVAC pipe, on the upstairs HVAC closet ceiling insulation, the upstairs office wall, and the first floor kitchen cabinet above the stove.

Water stains were noted on the air vents in the first floor bathroom, the locker room bathroom, and on the drop ceiling tiles in the storage closet, the locker room, office #3 (Jason Katkoski's office), office #3's closet, the first floor kitchen, the first floor main lobby, the upstairs main lobby, the upstairs office, the upstairs kitchen, and the upstairs first bathroom on the right.

Elevated moisture was noted in the cabinet underneath the first floor kitchen sink.

Water damage was noted around the windows in the upstairs main lobby on the street side.

Relative humidity was recorded up to 54.7% during the inspection on the second floor. Relative humidity was recorded up to 52.7% during the inspection on the second floor. Relative humidity was recorded up to 45.1% during the inspection.

Recommended Samples NOT Submitted:

None

Conclusions:

The air samples collected in office #1, office #3, office #3's closet, the first floor kitchen, first floor main lobby, the first floor hallway storage closet, office #4, the locker room bathroom, the locker room, the upstairs kitchen, upstairs first bathroom on the right, the upstairs HVAC closet, and the upstairs office were statistically similar to or below the outside control sample.

The air samples collected in the upstairs main lobby near the garage side, the upstairs main lobby near the street side, and the upstairs main lobby by the side entrance contained elevated levels of Penicillium/Aspergillus. The air sample collected in the laundry room contained elevated levels of Penicillium/Aspergillus and Chaetomium.

The swab sample collected on the baseboard of office #1 contained scattered spores which does not indicate fungal growth

The swab sample collected on the first floor HVAC pipe contained a high spore count of Cladosporium and a low spore count of Penicillium/Aspergillus which indicates fungal growth. The swab sample collected in the upstairs kitchen under the sink contained a medium spore count of Chaetomium and a low spore count of Cladosporium which indicates fungal growth. The swab sample collected on the upstairs HVAC pipe contained a medium spore count of Cladosporium and a lower spore count of Penicillium/Aspergillus which indicates fungal growth. The swab sample collected on the upstairs HVAC closet ceiling insulation contained a high spore count of Chaetomium which indicates fungal growth. The swab sample collected on the upstairs office wall contained a high spore count of Chaetomium and a low spore count of Penicillium/Aspergillus which indicates fungal growth. The swab sample collected on the first floor cabinet above the stove contained a medium spore count of Cladosporium which indicates fungal growth.

Conditions conducive to mold growth detected: Elevated moisture (see observations section for locations) and elevated relative humidity. The EPA recommends keeping relative humidity



AWA Environmental

1860 White Oak Dr.
Suite 324
Houston, TX 77009

(713) 401-9751

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Limitations:

The visual inspection is limited to readily accessible areas only. We do not remove floor and wall coverings or move furniture, open walls or perform any type of destructive inspection, unless the client has signed a waiver. Certain structural areas are considered inaccessible and impractical to inspect including but not limited to: the interiors of walls an inaccessible areas below; areas beneath wood floors over concrete; areas concealed by floor coverings; and areas to which there is no access without defacing or tearing out lumber, masonry, roofing or finished workmanship; structures; portions of the attic concealed or made inaccessible by insulation, belongings, equipment or ducting; portions of the attic or roof cavity concealed due to inadequate crawl space; areas of the attic or crawl space made inaccessible due to construction; interiors of enclosed boxed eaves; portions of the sub area concealed or made inaccessible by ducting or insulation; enclosed bay windows; portions of the interior made inaccessible by furnishings; areas where locks prevented access; areas concealed by appliances; areas concealed by stored materials; and areas concealed by heavy vegetation. Note: there is no economically practical method to make these areas accessible. However, they may be subject to attack by microbial organisms. No opinion is rendered concerning the conditions in these aforementioned or other inaccessible areas. Our findings and conclusions must be considered probabilities based upon professional judgment concerning the significance of the limited data gathered during the course of the investigation. You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission in connection with the inspection shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. You understand and agree that any failure to timely notify us and allow adequate time to investigate as stated shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission unless otherwise prohibited by law. Any dispute arising from the Inspection and/or Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall mutually agree upon an Arbitrator who is familiar with the home inspection industry. Any legal action arising from the Inspection and/or Report, including (but not limited to) the arbitration proceeding, must be commenced within one (1) year from the date of the Report. Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights or claims based thereon. This time limitation period may be shorter than provided by state law. It is understood and agreed that we and the lab are not insurers and, that the inspection and report to be provided under this indemnification shall not be construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item, or system at the subject property. You hereby release and exempt us, the lab and our respective agents and employees of and from all liability and responsibility for the cost of repairing or replacing property damage or personal injury of any nature. In the event that we, the lab or our respective agents or employees are found liable due to breach of contract, breach of warranty, negligent misrepresentation, negligent hiring or any other theory of liability, then the cumulative aggregate total liability of us, the lab and our respective agents and employees shall be limited to a sum equal to the amount of the fee paid by you for the inspection and report. You understand that the inspection is being performed (and the report is being prepared) for your sole, confidential and exclusive benefit and use. The report, or any portion thereof, is not intended to benefit any person not a party to this indemnification, including (but not limited to) the seller or the real estate agent(s) involved in the real estate transaction ("third party"). If you directly or indirectly allow or cause the report or any portion thereof to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold us harmless for any claims or actions based on the inspection or the report brought by the third party. We do not warrant that the assessment requested would satisfy the dictates of, or provide a legal defense in connection with, environmental laws or regulations.



SEEML Reference Number:
H-190712007

Southeast Environmental Microbiology Laboratories

440 Cobia Drive Ste. 1703
Katy, TX. 77494
Phone: (832) 437-2667

The information and data for AWA Environmental has been checked for thoroughness and accuracy. The following reports are contained within this document:

Surface/Bulk Report
 Spore Trap Report

Andersen Fungal Report
 Quantitative Fungal Report

Lab Manager Review: Magzoub Ismail Date: 07/12/2019

Thank you for using SEEML laboratories. We strive to provide superior quality and service. SEEML laboratories are accredited through AIHA-LAP, LLC (EMLAP #232339) for the analysis of Spore Traps and Surface/Bulk Samples and licensed by the Texas Department of Licensing and Regulation (LAB1016).

The data within this report is reliable to three significant figures. The third significant figure is technically unjustified. In this instance, the third figure is reported as an estimate to facilitate the interpretation by the customer.

Confidentiality Notice:

The document(s) contained herein are confidential and privileged information, intended for the exclusive use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of the document(s) is strictly prohibited. If you have received this document in error, please immediately notify us by telephone to arrange for its return. Thank you.

Guidelines for Interpretation:

No accepted quantitative regulatory standards currently exist by which to assess the health risks related to mold and bacterial exposure. Molds and bacteria have been associated with a variety of health effects and sensitivity varies from person to person.

Several organizations, including: the American Conference of Government Industrial Hygienists (ACGIH); the American Industrial Hygiene Association (AIHA); the Indoor Air Quality Association (IAQA); the United States Environmental Protection Agency (USEPA); the Centers for Disease Control (CDC), as well as the California Department of Health Services (CADHS), have all published guidelines for assessment and interpretation of mold resulting from water intrusion in buildings.

Interpretation of the data and information within this document is left to the company, consultant, and/or persons who conducted the fieldwork.

Spore Trap Report

AWA Environmental	Date Sampled: 07-10-2019
1860 White Oak Dr.	Date Received: 07-12-2019
Houston Tx, 77009	Date Analyzed: 07-12-2019
	Date Reported: 07-12-2019
	Date Revised:
	Project Name: Dominique Lowry
	Project Address: 1500 S La Salle St
	Project City, State, ZIP: Navasota, TX 77868
	SEEML Reference #: H-190712007

TEST METHOD: DIRECT MICROSCOPY EXAMINATION SEEML SOP 7

Client Sample ID	28463264			28463275			28463283		
Location	Office #1			Office #3			Office #3 Closet		
Comment/Notes									
Lab Sample ID	H-190712007-033			H-190712007-034			H-190712007-035		
Detection Limit (spores/m ³)	13			13			13		
Hyphal Fragments									
Pollen									
Spore Trap Used	AOC			AOC			AOC		
	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%
Alternaria									
Ascospores									
Basidiospores									
Bipolaris/Drechslera	1	13	5	1	13	3			
Chaetomium									
Cladosporium				8	104	22			
Curvularia	1	13	5						
Epicoccum									
Cercospora									
Fusarium									
Memnoniella									
Nigrospora									
Penicillium/Aspergillus	16	208	80	28	364	76	40	520	100
Polythrincium									
Rusts									
Smuts/Periconia/Myxomy	2	26	10						
Spegazzinia									
Stachybotrys									
Stemphylium									
Tetraploa									
Torula									
Ulocladium									
Colorless/Other Brown*									
Oidium									
Zygomycetes									
Pithomyces									
Background debris (1-5)**	3			3			3		
Sample Volume (liters)	75			75			75		
TOTAL SPORES/M³	20	260		37	481		40	520	

Revisions:

Comments:

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore. The analytical sensitivity is the spores/m³ divided by the raw count, expressed in spores/m³. The limit of detection is the analytical sensitivity (in spores/m³) multiplied by the sample volume (in liters) divided by 1000 liters.

*Colorless, other Brown are spores without a distinctive morphology on spore traps and non-viable surface samples.

**Background debris is the amount of particulate matter present on the slide and is graded from 1-5 with 1 = very light, 2 = Light, 3 = Medium, 4 = Heavy, 5 = Very Heavy. The higher the rating the more likelihood spores may be underestimated. A rating of 5 should be interpreted as minimal counts and may actually be higher than reported.

Disclaimer: The sample results are determined by the sample volume, which is provided by the customer. This report relates only to the samples tested as they were received.

Respectfully submitted, SEEML

Magzoub Ismail

Magzoub Ismail, Approved Laboratory Signatory

440 Cobia Drive Ste. 1703
 Katy, TX. 77494
 Phone: (832) 437-2667

Spore Trap Report

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	Date Revised:
	Project Name: Dominique Lowry
	Project Address: 1500 S La Salle St
	Project City, State, ZIP: Navasota, TX 77868
	SEEML Reference #: H-190712007

TEST METHOD: DIRECT MICROSCOPY EXAMINATION SEEML SOP 7

Client Sample ID	28463296			28463310			28463261		
Location	1st Floor Kitchen			1st Floor Main Lobby Bathroom			1st Floor Hallway Storage Closet		
Comment/Notes									
Lab Sample ID	H-190712007-036			H-190712007-037			H-190712007-038		
Detection Limit (spores/m ³)	13			13			13		
Hyphal Fragments	1	13		2	26				
Pollen									
Spore Trap Used	AOC			AOC			AOC		
	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%
Alternaria	2	26	5						
Ascospores									
Basidiospores	8	104	21						
Bipolaris/Drechslera									
Chaetomium									
Cladosporium									
Curvularia									
Epicoccum									
Cercospora									
Fusarium									
Memnoniella									
Nigrospora									
Penicillium/Aspergillus	28	364	74	24	312	100	24	312	100
Polythrincium									
Rusts									
Smuts/Periconia/Myxomy									
Spegazzinia									
Stachybotrys									
Stemphylium									
Tetraploa									
Torula									
Ulocladium									
Colorless/Other Brown*									
Oidium									
Zygomycetes									
Pithomyces									
Background debris (1-5)**	3			3			3		
Sample Volume(liters)	75			75			75		
TOTAL SPORES/M³	38	494		24	312		24	312	
Revisions									

Comments:

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore. The analytical sensitivity is the spores/m³ divided by the raw count, expressed in spores/m³. The limit of detection is the analytical sensitivity (in spores/m³) multiplied by the sample volume (in liters) divided by 1000 liters.

*Colorless other Brown are spores without a distinctive morphology on spore traps and non-viable surface samples.

**Background debris is the amount of particulate matter present on the slide and is graded from 1-5 with 1 = very light, 2 = Light, 3 = Medium, 4 = Heavy, 5 = Very Heavy. The higher the rating the more likelihood spores may be underestimated. A rating of 5 should be interpreted as minimal counts and may actually be higher than reported.

Disclaimer: The sample results are determined by the sample volume, which is provided by the customer. This report relates only to the samples tested as they were received.

-440 Eobia Drive Ste 1703
Katy, TX 77494
Phone (832) 437-2667

Respectfully submitted, SEEML

Magzoub Ismail

Magzoub Ismail, Approved Laboratory Signatory

AIHA-LAP, LLC EMLAP #232339

Page 3 of 9

Texas Lic LAB1016 Form 18.0 Rev 4 03/01/19

Spore Trap Report

AWA Environmental	Date Sampled: 07-10-2019
1860 White Oak Dr.	Date Received: 07-12-2019
Houston Tx, 77009	Date Analyzed: 07-12-2019
	Date Reported: 07-12-2019
	Date Revised:
	Project Name: Dominique Lowry
	Project Address: 1500 S La Salle St
	Project City, State, ZIP: Navasota, TX 77868
	SEML Reference #: H-190712007

TEST METHOD: DIRECT MICROSCOPY EXAMINATION SEML SOP 7

Client Sample ID	28463291			28463266			28463290		
Location	Office #4			Locker Room Bathroom			Locker Room		
Comment/Notes									
Lab Sample ID	H-190712007-039			H-190712007-040			H-190712007-041		
Detection Limit (spores/m ³)	13			13			13		
Hyphal Fragments	3	39		1	13				
Pollen	1	13							
Spore Trap Used	AOC			AOC			AOC		
	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%
Alternaria	1	13	5	1	13	5			
Ascospores									
Basidiospores									
Bipolaris/Drechslera									
Chaetomium									
Cladosporium	4	52	21				4	52	20
Curvularia									
Epicoccum	1	13	5						
Cercospora									
Fusarium									
Memnoniella									
Nigrospora									
Penicillium/Aspergillus	12	156	63	20	260	95	16	208	80
Polythrincium									
Rusts									
Smuts/Periconia/Myxomy									
Spegazzinia									
Stachybotrys									
Stemphylium									
Tetraploa									
Torula									
Ulocladium									
Colorless/Other Brown*									
Oidium									
Zygomycetes									
Pithomyces	1	13	5						
Background debris (1-5)**	3			3			3		
Sample Volume(liters)	75			75			75		
TOTAL SPORES/M³	19	247		21	273		20	260	
Revisions									

Comments:

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore. The analytical sensitivity is the spores/m³ divided by the raw count, expressed in spores/m³. The limit of detection is the analytical sensitivity (in spores/m³) multiplied by the sample volume (in liters) divided by 1000 liters.

*Colorless, other Brown are spores without a distinctive morphology on spore traps and non-viable surface samples.

**Background debris is the amount of particulate matter present on the slide and is graded from 1-5 with 1 = very light, 2 = Light, 3 = Medium, 4 = Heavy, 5 = Very Heavy. The higher the rating the more likelihood spores may be underestimated. A rating of 5 should be interpreted as minimal counts and may actually be higher than reported.

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This report relates only to the samples tested as they were received.

Respectfully submitted, SEML

440 Cobia Drive Ste 1703

Katy, TX 77494

Phone (832) 437-2667

Magzoub Ismail

Magzoub Ismail, Approved Laboratory Signatory

AIHA-LAP, LLC EMLAP #232339

Page 4 of 9

Texas Lic: LAB1016 Form 18.0 Rev 4 03/01/19

Spore Trap Report

AWA Environmental	Date Sampled: 07-10-2019
1860 White Oak Dr.	Date Received: 07-12-2019
Houston Tx, 77009	Date Analyzed: 07-12-2019
	Date Reported: 07-12-2019
	Date Revised:
	Project Name: Dominique Lowry
	Project Address: 1500 S La Salle St
	Project City, State, ZIP: Navasota, TX 77868
	SEEML Reference #: H-190712007

TEST METHOD: DIRECT MICROSCOPY EXAMINATION SEEML SOP 7

Client Sample ID	28683776			28463298			28463271		
Location	Upstairs Kitchen			Upstairs First Bathroom On Right			Upstairs Main Lobby Near Garage Side		
Comment/Notes									
Lab Sample ID	H-190712007-042			H-190712007-043			H-190712007-044		
Detection Limit (spores/m ³)	13			13			13		
Hyphal Fragments	2	26					1	13	
Pollen				1	13				
Spore Trap Used	AOC			AOC			AOC		
	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%
Alternaria									
Ascospores									
Basidiospores							4	52	2
Bipolaris/Drechslera							1	13	<1
Chaetomium									
Cladosporium	4	52	44	4	52	25	40	520	15
Curvularia									
Epicoccum									
Cercospora									
Fusarium									
Memnoniella									
Nigrospora	1	13	11						
Penicillium/Aspergillus	4	52	44	12	156	75	216	2810	82
Polythrincium									
Rusts									
Smuts/Periconia/Myxomy							1	13	<1
Spegazzinia									
Stachybotrys									
Stemphylium									
Tetraploa									
Torula									
Ulocladium									
Colorless/Other Brown*									
Oidium									
Zygomycetes									
Pithomyces									
Background debris (1-5)**	3			3			3		
Sample Volume(liters)	75			75			75		
TOTAL SPORES/M³	9	117		16	208		262	3410	
Revisions									

Comments:

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample indicating a raw count of <1 spore.

The analytical sensitivity is the spores/m³ divided by the raw count, expressed in spores/m³. The limit of detection is the analytical sensitivity (in spores/m³) multiplied by the sample volume (in liters) divided by 1000 liters.

*Colorless/other Brown are spores without a distinctive morphology on spore traps and non-viable surface samples.

**Background debris is the amount of particulate matter present on the slide and is graded from 1-5 with 1 = very light, 2= Light, 3 = Medium, 4 = Heavy, 5 = Very Heavy. The higher the rating the more likelihood spores may be underestimated. A rating of 5 should be interpreted as minimal counts and may actually be higher than reported.

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This report relates only to the samples tested as they were received.

Respectfully submitted, SEEML

440 Cobia Drive Ste. 1703

Katy, TX 77494

Phone: (832) 437-2667

Magzoub Ismail

Magzoub Ismail, Approved Laboratory Signatory

AIHA-LAP, LLC EMLAP #232339

Page 5 of 9

Texas Lic: LAB1016 Form 18.0 Rev 4 03/01/19

Spore Trap Report

AWA Environmental	Date Sampled: 07-10-2019
1860 White Oak Dr.	Date Received: 07-12-2019
Houston Tx, 77009	Date Analyzed: 07-12-2019
	Date Reported: 07-12-2019
	Date Revised:
	Project Name: Dominique Lowry
	Project Address: 1500 S La Salle St
	Project City, State, ZIP: Navasota, TX 77868
	SEEML Reference #: H-190712007

TEST METHOD: DIRECT MICROSCOPY EXAMINATION SEEML SOP 7

Client Sample ID	28683771			28684092			28683804		
Location	Upstairs Main Lobby Street Side			Upstairs Main Lobby By Side Entrance			Upstairs HVAC Closet		
Comment/Notes									
Lab Sample ID	H-190712007-045			H-190712007-046			H-190712007-047		
Detection Limit (spores/m ³)	13			13			13		
Hyphal Fragments				1 13					
Pollen							1 13		
Spore Trap Used	AOC			AOC			AOC		
	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%
Alternaria									
Ascospores				4	52	2			
Basidiospores				4	52	2			
Bipolaris/Drechslera									
Chaetomium									
Cladosporium	8	104	3	12	156	5			
Curvularia	1	13	<1				1	13	1
Epicoccum				1	13	<1			
Cercospora									
Fusarium									
Memnoniella									
Nigrospora									
Penicillium/Aspergillus	284	3690	97	216	2810	91	68	884	97
Polythrincium									
Rusts									
Smuts/Periconia/Myxomy	1	13	<1	1	13	<1	1	13	1
Spegazzinia									
Stachybotrys									
Stemphylium									
Tetraploa									
Torula									
Ulocladium,									
Colorless/Other Brown*									
Oidium									
Zygomycetes									
Pithomyces									
Background debris (1-5)**	3			3			3		
Sample Volume(liters)	75			75			75		
TOTAL SPORES/M³	294	3820		238	3100		70	910	
Revisions									

Comments:

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample indicating a raw count of <1 spore. The analytical sensitivity is the spores/m³ divided by the raw count, expressed in spores/m³. The limit of detection is the analytical sensitivity (in spores/m³) multiplied by the sample volume (in liters) divided by 1000 liters.

*Colorless other Brown are spores without a distinctive morphology on spore traps and non-viable surface samples.

**Background debris is the amount of particulate matter present on the slide and is graded from 1-5 with 1 = very light, 2= Light, 3 = Medium, 4 = Heavy, 5 = Very Heavy. The higher the rating the more likelihood spores may be underestimated. A rating of 5 should be interpreted as minimal counts and may actually be higher than reported.

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440 Cobia Drive Ste. 1703
Katy, TX, 77494
Phone (832) 437-2667

Magzoub Ismail

Magzoub Ismail, Approved Laboratory Signatory

Spore Trap Report

AWA Environmental	Date Sampled: 07-10-2019
1860 White Oak Dr.	Date Received: 07-12-2019
Houston Tx, 77009	Date Analyzed: 07-12-2019
	Date Reported: 07-12-2019
	Date Revised:
	Project Name: Dominique Lowry
	Project Address: 1500 S La Salle St
	Project City, State, ZIP: Navasota, TX 77868
	SEEML Reference #: H-190712007

TEST METHOD: DIRECT MICROSCOPY EXAMINATION SEEML SOP 7

Client Sample ID	28684083			28463337			28680784		
Location	Upstairs Office			Laundry Room			Outside		
Comment/Notes									
Lab Sample ID	H-190712007-048			H-190712007-049			H-190712007-050		
Detection Limit (spores/m ³)	13			13			13		
Hyphal Fragments				2			26		
Pollen							8		
Spore Trap Used	AOC			AOC			AOC		
	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%	raw ct.	spores/m ³	%
Alternaria							6	78	1
Ascospores							12	156	2
Basidiospores				8	104	<1	136	1770	27
Bipolaris/Drechslera				1	13	<1	1	13	<1
Chaetomium				20	260	2			
Cladosporium				12	156	1	92	1200	18
Curvularia				1	13	<1	16	208	3
Epicoccum									
Cercospora							6	78	1
Fusarium							6	78	1
Memnoniella									
Nigrospora				1	13	<1	9	117	2
Penicillium/Aspergillus	8	104	100	820	10700	95	96	1250	19
Polythrincium									
Rusts							117	1520	23
Smuts/Periconia/Myxomy				2	26	<1	1	13	<1
Spegazzinia				1	13	<1			
Stachybotrys									
Stemphylium							1	13	<1
Tetraploa							1	13	<1
Torula									
Ulocladium									
Colorless/Other Brown*									
Oidium									
Zygomycetes									
Pithomyces				1	13	<1	3	39	<1
Background debris (1-5)**	3			3			3		
Sample Volume(liters)	75			75			75		
TOTAL SPORES/M³	8	104		867	11300		503	6550	
Revisions:									

Comments:

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore.

*The analytical sensitivity is the spores/m³ divided by the raw count, expressed in spores/m³. The limit of detection is the analytical sensitivity

(in spores/m³) multiplied by the sample volume (in liters) divided by 1000 liters.

*Colorless other Brown are spores without a distinctive morphology on spore traps and non-viable surface samples.

**Background debris is the amount of particulate matter present on the slide and is graded from 1-5 with 1 = very light, 2 = Light, 3 = Medium, 4 = Heavy, 5 = Very Heavy. The higher the rating the more likelihood spores may be underestimated. A rating of 5 should be interpreted as minimal counts and may actually be higher than reported.

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Respectfully submitted, SEEML

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Katy, TX. 77494

Phone: (832) 437-2667

Magzoub Ismail

Magzoub Ismail, Approved Laboratory Signatory

AiHA-LAP, LLC EMLAP #232339

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Texas Lic: LAB1016 Form 18.0 Rev 4/03/01/19

Surface and Bulk Sample Report

AWA Environmental	Date Sampled: 07-10-2019
1860 White Oak Dr.	Date Received: 07-12-2019
Houston Tx, 77009	Date Analyzed: 07-12-2019
	Date Reported: 07-12-2019
	Date Revised:
	Project Name: Dominique Lowry
	Project Address: 1500 S La Salle St
	Project City, State ZIP: Navasota, TX 77868
	SEEML Reference #: H-190712007

TEST METHOD: Direct Microscopic Examination (SEEML SOP 18)

Client Sample ID	S1	S2	S3	S4
Location	Office #1 Baseboard	1st Floor HVAC Pipe	Upstairs Kitchen Under Sink	Upstairs HVAC Pipe
SEEML Sample ID	H-190712007-051	H-190712007-052	H-190712007-053	H-190712007-054
Sample Type	Swab	Swab	Swab	Swab
	Quantification*	Quantification*	Quantification*	Quantification*
Hyphal Fragments		M	L	M
Pollen				
General Impressions **	NFG	FG	FG	FG
Fungal Spore:	Scattered Spores			
Alternaria				
Acremonium				
Ascospores				
Basidiospores				
Bipolaris/Drechslera				
Cercospora				
Chaetomium			M	
Cladosporium		H	L	M
Curvularia				
Epicoccum				
Fusarium				
Geotrichum sp.				
Memnoniella				
Myxomycetes				
Nigrospora				
Penicillium/Aspergillus		L		L
Pithomyces				
Rusts/Smuts				
Stachybotrys				
Torula				
Ulocladium				
Revisions:				

** General Impressions: NFG = No Fungal Growth, FG = Fungal Growth, MFG = Minimal Fungal Growth Or Growth In vicinity

Quantification of fungal growth is done by semi-quantitative grading using the following ranges:

Scattered Spores, 1-20 fungal spores

VL = 21-100 fungal spores

L = 101-1,000 fungal spores

M = 1,001-10,000 fungal spores

H = >10,000 fungal spores

ND = No Fungal Spores Detected

Disclaimer: This report relates only to the samples tested as received

Respectfully submitted, SEEML

Magzoub Ismail, Approved Laboratory Signatory

440 Cobian Drive, Ste 1703

Katy, TX, 77494

Phone: (832) 437-2667

AIHA-LAP, LLC EMLAP #232339

Texas Lic. LAB1016

Form 46.0 Rev 3 03/01/19

Surface and Bulk Sample Report

AWA Environmental	Date Sampled: 07-10-2019
1860 White Oak Dr.	Date Received: 07-12-2019
Houston Tx, 77009	Date Analyzed: 07-12-2019
	Date Reported: 07-12-2019
	Date Revised:
	Project Name: Dominique Lowry
	Project Address: 1500 S La Salle St
	Project City, State ZIP: Navasota, TX 77868
	SEEML Reference #: H-190712007

TEST METHOD: Direct Microscopic Examination (SEEML SOP 18)

Client Sample ID	S5	S6	S7	
Location	Upstairs HVAC Closet Ceiling Insulation	Upstairs Office Wall	1st Floor Cabinet Above Microwave / Stove	
SEEML Sample ID	H-190712007-055	H-190712007-056	H-190712007-057	
Sample Type	Swab	Swab	Swab	
	Quantification*	Quantification*	Quantification*	
Hyphal Fragments	M	M	M	
Pollen				
General Impressions **	FG	FG	FG	
Fungal Spore:				
Alternaria				
Acremonium				
Ascospores				
Basidiospores				
Bipolaris/Drechslera				
Cercospora				
Chaetomium		H		
Cladosporium	H		M	
Curvularia				
Epicoccum				
Fusarium				
Geotrichum sp.				
Memnoniella				
Myxomycetes				
Nigrospora				
Penicillium/Aspergillus		L		
Pithomyces				
Rusts/Smuts				
Stachybotrys				
Torula				
Ulocladium				
Revisions:				

** General Impressions: NFG = No Fungal Growth, FG = Fungal Growth, MFG = Minimal Fungal Growth Or Growth in vicinity

Quantification of fungal growth is done by semi-quantitative grading using the following ranges:

Scattered Spores, 1-20 fungal spores

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H = >10,000 fungal spores

ND = No Fungal Spores Detected

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AIHA-LAP, LLC EMLAP #232339

Texas Lic. LAB1016

Form 46.0 Rev 3 03/01/19

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 7. **AGENDA DATE:** February 24,
2020

PREPARED BY: Brad Stafford, City Manager

APPROVED BY: BS

ITEM: Consideration and possible action on waste hauling contract.

ITEM BACKGROUND:

The contract for solid waste collection between the City of Navasota and Republic Services ends on January 31, 2021. The contract allows for extension for up to three (3) one year periods with written notice at least 180 days prior to expiration. One extension has already been given. Staff would like to know the wishes of the City Council on extension or if you would like to request proposals for waste hauling. The reason it is under consideration so early is due to the length of the process for RFP's. If the City Council chooses to request proposals staff is also interested in contacting Solid Waste Specialists to inquire about their assistance in the process.

Attached is sample information from Solid Waste Specialists as well as the current contract and extension.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends discussion and action if council desires to request proposals.

ATTACHMENTS:

1. Current contract
2. Extension in 2020
3. Project Team

Municipal Contract
(For Residential, Commercial, Municipal Facilities)

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

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

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

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

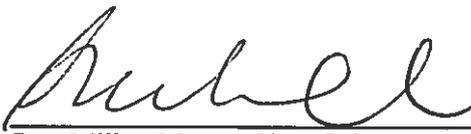
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
- a. Exhibit A - General Specifications
 - b. Exhibit B - Insurance Requirements
 - c. Exhibit C - Contractor's Proposal/Pricing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

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

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

WITNESSES:

City of Navasota

BY: 
Bert Miller, Mayor, City of Navasota

ON: JANUARY 12th, 2015

WITNESSES:

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

BY: 
Carl Hartmann, - General Manager

ON: 1-14, 2015

EXHIBIT A
GENERAL SPECIFICATIONS - INDEX

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

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

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.01 Excluded Waste
- 2.02 Hazardous Waste
- 2.03 Institutional Solid Waste
- 2.04 Large Dead Animals
- 2.05 Offal Waste
- 2.06 Special Waste
- 2.07 Stable Matter
- 2.08 Vegetable Waste

3.0 SCOPE OF WORK

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9.0 LICENSES AND TAXES

10.0 FORCE MAJEURE

11.0 ASSIGNMENT OF CONTRACT

12.0 CONTRACTOR DUTIES

13.0 TITLE TO WASTE AND RECYCLABLE MATERIALS

14.0 TERMINATION OF CONTRACT

15.0 NEWLY DEVELOPED AREAS

16.0 MISCELLANEOUS TERMS

EXHIBIT A
GENERAL SPECIFICATIONS

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

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

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

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

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

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

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

3.0 SCOPE OF WORK

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

3.01.1 Exhibit E - Waste Material Collection Specifications for Residential Units

3.01.2 Exhibit F - Waste Material Collection Specifications for Municipal Facilities

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

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

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

3.02.2 the collection or disposal of Excluded Waste materials.

4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS

4.01 Location of Poly Cart Containers for Collection

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

4.02 Hours of Operation

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

4.03 Routes of Collection

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

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

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

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

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

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

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

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

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

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

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

5.0 BASIS OF PRICES AND METHOD OF PAYMENT

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

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

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

5.02 Additional Costs and Charges

5.02.1 Cost Recovery Fees.

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

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

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

5.03 Modification to Rates

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

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

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

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

6.0 COMPLIANCE WITH LAWS

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

7.0 NON-DISCRIMINATION

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

8.0 RISK ALLOCATION AND INDEMNITY

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

9.0 LICENSES AND TAXES

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

10.0 FORCE MAJEURE

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

11.0 ASSIGNMENT OF CONTRACT

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

12.0 CONTRACTOR DUTIES

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

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

13.0 TITLE TO WASTE MATERIALS AND RECYCLABLE MATERIALS

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

14.0 TERMINATION OF CONTRACT

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

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

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

15.0 NEWLY DEVELOPED AREAS

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

16.0 MISCELLANEOUS TERMS

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

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

EXHIBIT B
INSURANCE REQUIREMENTS

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

Workers' Compensation

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

Automobile Liability

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

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverages are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy). In addition, the following requirements apply:

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

EXHIBIT C

CONTRACTOR'S PROPOSAL/PRICING

**CITY OF NAVASOTA
PRICING 2015**

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

COMMERCIAL CONTAINERIZED SERVICE

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

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

EXHIBIT D
CONTRACTOR'S PERFORMANCE BOND

EXHIBIT E
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS

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

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

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

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

- All leaves must be bagged and tied

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

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

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

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

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

EXHIBIT F
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR MUNICIPAL FACILITIES

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

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

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

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

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

EXHIBIT G

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



January 1, 2019

Mr. Brad Stafford
City Administrator
200 E McAlpine Street
Navasota, Texas 77868

Re: Extension of Municipal Contract between the City of Navasota, Texas and Republic Services of Texas, LP
Dated February 1st, 2015

Dear Mr. Stafford:

As per our recent discussions, Republic Services would propose to extension the above referenced Contract incorporating the following revisions to the existing terms and conditions:

Term and Extensions

The initial term of the renewal period will be for a period of **twelve (12) months**, commencing on February 1st, 2020 and ending on January 31, 2021.

Unchanged Existing Terms and Conditions

All other existing terms and conditions as agreed upon and set forth between the City and Republic in the Municipal Contract dated February 1st, 2015 will remain in full force and effect during the initial term and any extensions of this Renewal.

Please review the above and indicate as to whether or not the proposed revisions meet are acceptable to the City.

Should you have questions or require additional information, please do not hesitate to contact me. I can be reached at (832) 327-6405 or by email at Daquilar@republicservices.com .

I look forward to hearing from you at your convenience and being of continued service to the City of Navasota.

Best regards,

David Aguilar
Municipal Services Manager

Project Team

The organization chart for **Solid Waste Specialists** is composed of the two principals, Lantrip and Rozier, both of whom will work on this project. The partners bring years of experience in developing these types of collection contracts. Lantrip's forty-plus years in the solid waste industry, combined with Rozier's background as a long-time Texas Mayor, gives the team a communication dynamic not commonly found with this type of consulting firm.

The mission of Solid Waste Specialists is to provide a comprehensive examination of a community's collection needs without an industry prejudice. We are determined to find the best-qualified vendor that can produce the results the community seeks.

Our team works with City staff to develop ideas and tips for inclusion in the final RFP to limit vulnerability and yield easy-to-understand pricing. We provide documents used in the selection process to be free from ambiguity, with very specific rules in place to ensure a level playing field.

Lastly, we understand the value of effective and frequent conversations with staff throughout the procurement process. With our team operating as an "extension of the City", we take our role and responsibility very seriously. We know the questions to ask to determine the right fit for weekly service requirements for all services offered.

The SWS Process for the Henderson Project

Our lump-sum fee includes all anticipated travel and hotel expenses.

We plan to travel to the City as follows:

<u>Information Review and Strategy Meeting</u>	<u>In-person meeting – Lantrip and Rozier</u>
Establishing a Calendar of Work	Email and Phone
Preparation of the RFP	Email and Phone
Presentation of Draft RFP to Staff	Email and Phone
Adjustments to final product	Email and Phone
<u>Pre-Bid Meeting</u>	<u>In-person meeting- Lantrip</u>
Receipt of Proposals	Email and Phone
Committee Judging	Email and Phone
Selection Meeting of Committee	Email and Phone
<u>Interview of selected firms</u>	<u>In-person meeting- Rozier</u>
Recommendations to Staff	Email and Phone
Preparation of Council Presentation	Email and Phone
<u>Presentation to Council</u>	<u>In-person meeting- Rozier</u>

Serving Texas Communities

- 1) SWS was engaged to prepare an in-depth study for the Town of Highland Park, Texas, to determine if the town should renew its long-term contract with the current service provider, update the contract with additional services, or go to the marketplace. We worked with staff to determine the sufficiency of the current service levels and communicated with elected officials to determine their specific goals. We then worked with the current vendor and rode the routes with their supervisor to see firsthand what was required and determine the cost of operation. We then prepared a cost proforma based on the variables provided and presented these findings to the Council with our recommendation. The Council accepted our recommendation, implemented the suggested changes to the contract, and renewed it with the vendor.

- 2) The City of Highland Village, Texas, employed SWS to prepare the procurement documents required to solicit proposals for all services (residential, composting, household hazardous waste collection, recycling, commercial and roll-off hauling). Negotiations with the incumbent service provider to renew the agreement were unsuccessful, and the council asked to see what options the marketplace would provide. The service levels were expanded to meet the needs expressed by the constituent base, and SWS worked with professional staff to prepare all documents, conduct the Pre-Proposal, score the results, provide a recommendation to the city staff, and present the final recommendation to Council. The Council accepted our recommendation and issued instructions to staff to proceed with changing vendors. We then worked with staff to secure an acceptable contract with a new vendor.

- 3) The company worked with the City of Leander, Texas, to provide a benefit analysis of a request from a construction materials recycling firm requesting a new permit to perform services within the city's current franchise agreement with another company. The Council wanted to determine if the benefit of diverting additional materials from the waste stream will offset the potential difficulties that might arise, both operationally and legally, as a result of granting the permit. The Council accepted our recommendation and issued instructions to staff to make no changes to the current contract.

- 4) The company was next engaged by the City of Burleson, Texas to analyze their current contract and prepare cost proformas based on Council's desire to upgrade residential service levels. We worked with the current vendor's supervisor to determine the costs of the current operation and then prepared three cost proformas based on the variables provided. We presented these findings to the Staff with our recommendation and staff made the presentation to the Council.

- 5) The City of The Woodlands, Texas, employed SWS to prepare the procurement documents required to solicit proposals for all services (residential, composting, recycling, and service to multi-family units). Negotiations with the incumbent service provider to renew the agreement were unsuccessful, and the Board asked to see what options the marketplace would provide. SWS worked with staff to prepare all documents, conduct the Pre-Proposal

meeting, score the results, provide a recommendation to city staff, and present the final recommendation to Council. **The Council accepted our recommendation** and issued instructions to staff to proceed with a renewal with a new contract.

- 6) Concurrent with The Woodlands engagement, the neighboring **City of Tomball**, Texas employed SWS to prepare the procurement documents required to solicit proposals for all services (residential, recycling, commercial and roll-off hauling). SWS worked with staff to prepare all documents, conduct the Pre-Proposal meeting, score the results, provide a recommendation to the city staff, who then made the final recommendation to Council. **The Council accepted our recommendation** and issued instructions to staff to proceed with renewal and a new contract.

Names and addresses and contact information for these communities are under References, below.

Scope of Work

Kick-Off Workshop and Strategy Meeting

The Kick-Off Workshop will be held with appropriate City leadership and the team of Solid Waste Specialists to introduce all members of the combined team and determine the goals for the procurement process.

- Discuss the calendar of work.
- Identify key issues important to the City.
- Discuss the latest trends in the Recycling material processing market
- Discuss the residential collection service levels for solid waste, recycling, and yard waste.
- Discuss Disaster Event cleanup
- Discuss poly cart sizes, ownership, delivery, and maintenance.
- Discuss and obtain the current Commercial container mix
- Discuss Roll-Off container collection and open/closed market
- Discuss performance and liquidated damages.
- Discuss annual adjustments to the rate(s) and which index to use.
- Discuss franchise fees, if applicable.
- Utilization of GPS tracking tools and their relation to customer service.
- Annual education plan funding and techniques.
- Discuss the length of the contract term
- Discuss the evaluation tool criteria and adjust the topics and weighing methods.

Deliverables

- Copies of Agenda and Questions prior to the Workshop
- Memorandum summarizing key outcomes of the meeting and the calendar of work

Request for Proposal and Draft Contract Preparation

SWS will prepare a Request for Proposal designed to encourage strong competition with a level playing field. Documents will be constructed so that only those firms meeting strict guidelines can respond. It is as important to *limit* proponents as it is to *encourage* healthy competition.

The document will contain the template design used for procurements of this type and thoroughly explain the scope of work with accompanying pricing guidelines designed to eliminate ambiguity.

The RFP document will reflect the current scope of services based on:

- Incorporation of current trends, particularly the situation regarding recyclables, with the prospect of limited resale of materials.
- The location of the vendor's proposed disposal facility(s) with the assurance of the site's ability to receive and dispose of materials throughout the entire contract term.

- The most efficient and user-friendly method of collecting MSW at the curb.
- The current list of recyclables that will be accepted at the curb. Additionally, what provisions will be made to allow for the ever-increasing amount of cardboard delivery boxes (which will not fit into a poly-cart) due to in-home shopping.
- The homeowner's requirements for bringing yard waste to the curb for collection.
- What provisions will be made to ensure prompt collection of waste materials created by storms and other contingencies and what extra charges will be required to provide this emergency service?

The RFP document will clearly state the City's expectations, the format required for the proposal submission, and a detailed overview of the judging criteria and process.

SWS will simultaneously work with the City to prepare a service contract(s) that will be included in the RFP documents. The draft contract will be reviewed by the City's legal department for approval.

The draft contract will contain, at a minimum:

- The term of the agreement
- Renewal options
- Equipment requirements
- Personnel hiring, training, and observation protocols
- Service levels for the collection of each type of material
- Disposal and/or processing of materials
- Billing and method of annual rate adjustments
- Liquidated damages
- Public education expectations for the service provider

SWS will provide one copy of each of the final RFP and draft contract documents. The City shall provide final legal review and printing of documents for distribution.

SWS will assist in preparing a list of qualified vendors to receive the final documents, with the City then contacting the firms to notify them of the opportunity to compete.

Deliverables

- A draft copy of RFP for City review and approval
- A final copy of RFP for distribution by the City
- A draft copy of the final contract

Pre-Bid Meeting

The SWS team will conduct a mandatory pre-bid meeting approximately seven to ten days after the City distributes the RFP to the vendors. During this meeting, representatives from both the City and SWS will note questions and staff/consultant responses.

For questions posed both during the meeting and during the “open questions” period, SWS will prepare written responses to be distributed to the meeting attendees in the form of addenda modifications to the RFP documents.

Deliverables

- Attend Pre-Bid meeting
- Prepare responses to questions posed both during the meeting and the designated “open question” period.

Evaluate and Score Proposals

The fee in this proposal is based upon a review of up to five (5) proposals. The criteria for review will be based on a final revision of the scoring guide template to be furnished by SWS. It is suggested that at least three (3) members of the City will join the SWS team members to form a committee of at least five (5) to review and score the proposals.

The steps involved in the evaluation will include:

- Determine if the proposer meets the City’s minimum qualifications.
- Identify whether the proposer has provided the requested information.
- Using the scoring sheet, evaluate the strengths and weaknesses of each component of the proposals.
- Review and evaluate the respondent's technical capability by evaluating proposed equipment, work plan, transition plan, etc.
- Evaluate cost proposals via Excel model.
- Identify questions and negotiating points.

When the committee’s evaluation is complete, the SWS team will participate in a teleconference meeting with the City to discuss the results and recommend which firm(s) should be interviewed.

Deliverable

Memo and Excel worksheet that summarizes the evaluation of each submitted proposal

Interview Selected Firms

Following the evaluation of proposals, the SWS team will assist the City with the facilitation of proposer interviews. As part of this task, we will:

- Assist with identifying proposers to be interviewed.
- Develop questions for proposer interviews.
- Participate with city staff in proposed interviews.
- Compile scoring from the evaluation committee in an Excel-based format.

Deliverables

- Interview questions
- Participation of the SWS team for one-day meeting for vendor interviews

City Council Presentation

SWS, working with the City, will prepare a PowerPoint presentation for a Council meeting to explain the process and the recommendation.

SWS, with staff approval, will handle the Q&A session at the conclusion of the presentation.

Deliverables

- SWS presentation at Board of Directors meeting
- PowerPoint presentation

Assistance with Contract Negotiation

SWS will work with the City's Staff and legal department to secure a final contract after negotiating with the selected vendor(s).

Deliverables

The final agreement with the selected vendor(s)

References

City of Highland Village, Texas

Prepared RFP documents, performed the entire procurement process, assisted with contract negotiation. The project duration was seven months.

City Manager Mike Leavitt	mleavitt@highlandvillage.org	972 899 5131
Public Works Director Scott Kriston	skriston@highlandvillage.org	972 899 5091
Finance Director Ken Heerman	kheerman@highlandvillage.org	972 899 5089

Town of Highland Park, Texas

Prepared costing analysis and presented to Council with a recommendation to renew with the incumbent, assisted with contract negotiation. The project duration was seven months.

Town Manager Bill Lindley	WHLindley@hptx.org	214-559-9444
Finance Director Steven Alexander	salexander@hptx.org	214-559-9403
Public Works Director Ronnie Brown	has retired since this work was performed	

The City of The Woodlands, Texas

Prepared RFP documents, performed the entire procurement process, assisted with contract negotiation. The project duration was eighteen months.

John Geiger	jgeiger@thewoodlandsCity-tx.gov	281-210-3800
Chris Nunes	cnunes@thewoodlandsCity	281-210-3906

City of Tomball, Texas

Prepared RFP documents, performed the entire procurement process through interview and selection. Due to budget constraints, City opted to perform contract negotiation using the SWS-prepared draft contract. The project duration was four months.

ACM David Esquivel	desquivel@tomballtx.gov	281-290-1415
Public Works Director Beth Jones	bjones@tomballtx.gov	281-290-1466

Columbia County, Arkansas

Performed costing analysis for County Court of the current County-wide (including cities within the County) collection activities to make recommendations for the future. This work included a landfill study that required SWS to contract with a landfill engineering firm to provide that portion of the study. The project duration was six months.

County Judge Larry Atkinson	judge@countyofcolumbia.net	870-234-2542
Admin Beverly Thomas	beverly.thomas@countyofcolumbia.net	870-234-2542
Attorney Mike Rainwater	rainwater@rainfirm.com	501- 868-2948



Robert Lynn Lantrip

705 Unity Drive, Leander, Texas 78641

469 667 2940

lynn@govrep.com



Principal

Solid Waste Specialist, LLC. "SWS"

September 2014 – Present

SWS is a professional consulting firm specializing in assisting government with the procurement process for solid waste and other environmental services.

Director of Public Sector Sales for the Southern United States

Waste Management Southern Group

January 2010 – 2014

Responsible for the results of 63 sales professionals responsible for just over \$1 Billion annual dollars in contracts with municipal and county governments across the 14 states of the southern United States.

Manager of Public Sector Services for Texas, Oklahoma, and Arkansas

Waste Management Southern Group

1973 – 2009

Responsible for the activities involved in acquiring and servicing contracts with municipal government utilizing a staff of 12 professionals and providing support with training and preparation of financial proformas and presentation documents.

Education

The University of Houston

Bachelors in Liberal Arts



Volunteer Experience

Keep Texas Beautiful

January 1985 – January 2007

Served on Council until serving as President in 2006



Richard Rozier

P.O. Box 2867, Waxahachie, Texas 75168

972 230 0000

richard@govrep.com



Principal

Solid Waste Specialist, LLC. "SWS"

September 2014 – **Present**

SWS is a professional consulting firm specializing in assisting government with the procurement process for solid waste and other environmental services.



Owner

Governmental Relations Specialists "GRS"

January 1998 – Present

GRS is a consulting firm designed to assist business executives to successfully market and sell to municipal and county government.

Public Sector Services Manager

Waste Management of Texas

January 1997 – 1998

Responsible for the acquisition and servicing of municipal government contracts in north Texas. Duties included contact with elected officials, senior staff, and presentation of proposals to the council.

Owner

R & R Construction

1993 – 1997

Responsible for management of a general contracting firm, which included proposing, contracting supervision and financial management.

Education

Howard Payne University

Bachelor of Arts

Civic



Mayor – City of DeSoto, Texas 1995 – 2001

Councilmember – City of DeSoto, Texas 1994 – 1995

U.S. Conference of Mayors – Health & Human Services Committee

Past service Boards and Commissions:

- Executive Board, Waxahachie Chamber of Commerce - Chairman
- Ellis County ESD#6 – President
- North Texas Commission
- Regional Review Committee – Appointed by Governor Bush
- Dallas Regional Mobility Coalition
- North Central Texas Housing Finance Corporation
- DeSoto Housing Finance Corporation - President
- DeSoto Industrial Development Corporation - President
- DeSoto Health Facilities Development Corporation – President
- North Central Texas Council of Governments
- Southwest Dallas American Heart Association – President
- Best Southwest Partnership – Chairman
- Operation Clean Sweep
- Chair – Dallas County Homeland Security Advisory Committee
- Chancellor's Leadership Council for the University of North Texas in Dallas

Proposal Process Schedule

Action	Proposed Date	Days Between Events	Days to order trucks	Notes
New Contract Begins	Wednesday, September 30, 2020	138	Days to order 169 trucks	
Begin to Notify Customers of Possible New Vendor and Service Changes	Friday, May 15, 2020	31		
Approval of award by City Council	Tuesday, April 14, 2020	15	SWS attends	RR Billing Point
Successful Firm and others notified of award	Monday, March 30, 2020	3		
Complete negotiations	Friday, March 27, 2020	4		
Commence Contract Negotiations	Monday, March 23, 2020	3		
Decision Made	Friday, March 20, 2020	2		
Complete Interviews	Wednesday, March 18, 2020	2	SWS attends	RR
Complete Evaluations and notify interviewees	Monday, March 16, 2020	5		
Sealed Proposals Due	Wednesday, March 11, 2020	20		Billing Point
Proposer questions deadline	Thursday, February 20, 2020	2		
Pre-proposal meeting	Tuesday, February 18, 2020	7	SWS attends	RL
RFP Fed-X to Proposers	Tuesday, February 11, 2020	1		
Final draft of RFP Prepared	Monday, February 10, 2020	3		Billing Point
Complete review draft RFP by legal, purchasing, etc.	Friday, February 7, 2020	7		
Prepare Draft RFP	Friday, January 31, 2020	24		
Pre RFP Development Meetings	Tuesday, January 7, 2020	0	SWS attends	RL RR
	Tuesday, January 7, 2020	98	work days until vote	

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 8. **AGENDA DATE:** February 24,
2020

PREPARED BY: Madison Brooks, Marketing and
Communications Coordinator

APPROVED BY: BS

ITEM: Review and discussion of City of Navasota website.

ITEM BACKGROUND:

Prior to Madison Brooks arrival as Marketing & Communications Coordinator, previous staff hired CivicPlus to build a new City website. Madison sent four (4) citizens an email and link and asked them to critique the website. Two (2) of the citizens responded and their response is attached. If the City Council has thoughts about the new site, we would like to discuss those thoughts and concerns.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends review of City of Navasota website.

ATTACHMENTS:

1. Website Reviews

Susie Homeyer

From: Madison Brooks
Sent: Monday, February 17, 2020 4:52 PM
To: Susie Homeyer; Brad Stafford
Subject: FW: Web site Review

Madison

Sorry for the late reply on the city website.

I must have deleted your email with out opening it thinking it was spam trying to sell me website services. LOL
As for the website I like it far better than the older site it is a lot easier to navigate and find what I am looking for.
The older site in which I used often I had to dig to find what I was looking for.

I give the new site a 10.

Thank you for doing this and making things easier for us.

Steve Austin
The Computer Specialist
212 E. Washington Ave
Navasota, TX 77868
Proudly Serving The Brazos Valley for 20 Years
(936)-825-1963
Steve@Navasotacomputers.com
www.facebook.com/TheComputerSpecialist

Susie Homeyer

From: Madison Brooks
Sent: Monday, February 17, 2020 4:52 PM
To: Susie Homeyer; Brad Stafford
Subject: FW: Website Review

It is an amazing website!

After the meeting last night, I tried to find the GIS map and had trouble because I didn't know what department to go to. I finally searched and found it but it was slow to load. I'm not familiar with all the layers but played with it today and found it easier.

The website is easy to navigate and I can't think of anything that I'd look for that isn't there...even the demographics. However, no events listed. Did I miss where people will be directed to upcoming events?

I did see something that needs to be corrected. It's Anna Rios on the KNB board, not Ann Rios. I've known her for 19 years. We worked together for 15.

Question...are the meetings that are recorded streamed live? Or are they up?down? loaded on Tuesday? There are times I would appreciate being able to look at the video after the meeting if my recorder didn't pick up something.

Connie Clements

From: Madison Brooks <mbrooks@navasotatx.gov>
Sent: Tuesday, January 14, 2020 2:48 PM
To: Brad Stafford <bstafford@navasotatx.gov>
Subject: Website Review

Good afternoon!!

I hope you are having a great week so far. My name is Madison Brooks and I am the Marketing and Communications Coordinator for the City of Navasota!

As you might know, we recently went through a complete overhaul of our city website. We are looking for comments and reviews from active residents, and were hoping you could take a few minutes to give us some feedback on the new site. We want it to be as efficient and effective at meeting the needs of our citizens as possible! The link to the website is:

Navasotatx.gov

Please let me know if you have any questions, I look forward to hearing your thoughts!
Thank you so much!

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9. **AGENDA DATE:** February 24,
2020

PREPARED BY: Lupe Diosdado, Community Development
Director

APPROVED BY: BS

ITEM: Consideration and possible action on the first reading of Ordinance No. 917-20, adopting Wireless Telecommunication Facilities Regulations.

ITEM BACKGROUND:

Following a conditional use permit application in 2019 for a wireless telecommunication facility staff was tasked to draft regulations outlining requirements for future applications. On February 13, 2020 the Planning and Zoning Commission held a final workshop reviewing and approving the proposed regulations.

BUDGETARY AND FINANCIAL SUMMARY:

none

STAFF RECOMMENDATION:

Staff recommends approval of the first reading of Ordinance No. 917-20, adopting Wireless Telecommunication Facilities Regulations.

ATTACHMENTS:

1. Ordinance No. 917-20

ORDINANCE NO. 917-20

AN ORDINANCE OF THE CITY OF NAVASOTA, TEXAS AMENDING CHAPTER 3 BUILDING REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF NAVASOTA, TEXAS REGARDING WIRELESS TELECOMMUNICATIONS FACILITIES; 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 seeks to enact regulations regarding the development of wireless telecommunication facilities; 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:

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, of the Code of Ordinances, City of Navasota, Texas is hereby amended by adding Article 3.08 Wireless Telecommunications Facilities to read as follows:

ARTICLE 3.08 WIRELESS TELECOMMUNICATIONS FACILITIES

Sec. 3.08.001 Applicability; geographic scope

All wireless telecommunication facilities erected, placed, rebuilt, enlarged, extended, altered, replaced, or relocated within the City shall comply with the requirements of this Article.

Sec. 3.08.002 Purpose

Wireless telecommunication facilities are important and necessary infrastructure. When properly regulated, wireless telecommunication facilities can serve as a great economic asset. In enacting this Article, it is the intent of the City to promote the sound development of wireless telecommunication facilities and to comprehensively address community aesthetic concerns about visual clutter and visual blight in the environment. The regulation of wireless telecommunication facilities in the City is intended to promote an aesthetically pleasing environment with these concerns in mind. Wireless telecommunication facilities shall be consistent with land use patterns, and shall be well maintained and, in addition, shall not create safety hazards.

Sec. 3.08.003 Application Submittal Requirements.

A. Application contents. To make application for a wireless telecommunications facility the following is required:

- (1) Completed development application for site plan review and application fee submitted to the Community Development department.
- (2) A drawing and any supporting documents that identifies:
 - (a) The location of existing applicant-owned wireless telecommunication facilities in the City and the City's ETJ;
 - (b) The type and height of each existing facility;
 - (c) The type and height of the proposed facility;
 - (d) Show coverage to be provided by proposed tower;
 - (e) Provide documentation of a genuine effort in attaching to an existing support structure; a certified letter addressed to potential lessors, in addition to evidence that demonstrates that no existing tower or support structure located within city limits can accommodate the applicant's proposed wireless telecommunications facility. Any of the following may be submitted as evidence:
 - (i) No existing structures are located within the geographic area required to meet applicant's engineering requirements.

(ii) Existing structures are of insufficient height to meet applicant's engineering requirements.

(iii) Existing structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.

(iv) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing structures, or the antenna on the existing structures would cause interference with the applicant's proposed antenna.

(v) The fees, costs, or contractual provisions required by the owner in order to share an existing structure or to adapt an existing support structure for sharing are unreasonable. Costs exceeding those for new tower development are presumed to be unreasonable.

(vi) The applicant demonstrates that there are other limiting factors that render existing structures unsuitable. It is not necessary to reveal future plans or locations for additional proposed facilities. The plan will assist the City in understanding the need for any new wireless telecommunication facility, assess the land use impacts, and aid in comprehensive land use planning.

(3) Visual impact analysis; presented by one of two methods, photographs or drawings. In either case, four views or elevations shall be submitted looking toward the site (typically, north, south, east, and west) including the site and the surrounding properties measured from the center point of the tower out to a distance equal to three times the height of the proposed tower. This drawing will depict a "skyline" view showing the entire height of the proposed tower and the surrounding structures, trees, or any other objects contributing to the skyline profile. The applicant shall draw the proposed tower directly on the photographs in black ink.

(4) Proof of compliance with FCC regulations. A copy of the applicant's FCC license, or, if the applicant is not an FCC license holder, a copy of at least one letter of commitment from an FCC license holder to locate at least one antenna on the applicant's tower.

(5) Notification of an impending environmental assessment required by the National Environmental Protection Agency (NEPA) and a copy when the assessment is completed (if applicable).

(6) A letter addressed to the City declaring an intent and willingness to build out a proposed tower to allow co-location space for at least two other service providers.

(7) Site plan, per site plan development requirements; including signature lines for both the owner of the wireless telecommunications facility and/or the owner of the property indicating an agreement to remove the entire wireless telecommunications facility and any related equipment within 60 days of abandonment. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical shall be certified by a licensed professional engineer. Upon receipt of the above items, the Development Officer will process the application and review the site plan. Upon approval the site plan will be forwarded to the planning and zoning commission for consideration.

Sec. 3.08.004 General Standards and Design Requirements.

The site development requirements for wireless telecommunications facilities include the normal standards for any other type of development according to the City of Navasota local building codes and Code of Ordinances as well as some additional standards as follows:

- (1) **Additional setbacks and separation requirements.** Wireless telecommunications facilities are required to comply with the standard setbacks for each zoning district and shall comply with the landscaping and screening requirements of this section. Some additional setbacks or separation shall be required depending on the type of wireless telecommunications facility and the potential location of that facility:
 - a. To protect citizens in their homes, towers shall be placed a tower height distance away from any residential structure or residential zone boundary.
 - b. To protect city thoroughfares and gateways, a wireless telecommunications facility shall be placed 600 feet from the centerline of such designated areas.
 - c. To protect the architectural beauty and significance of zoning districts, towers shall be placed at or behind the imaginary front line of the most major structure on site.
- (2) **Security fencing.** Towers shall be enclosed by security fencing not less than six feet in height and shall also be equipped with an appropriate anticlimbing device.
- (3) **Special aesthetic and lighting standards.**

- a. New transmission towers shall maintain a galvanized steel finish or be painted in accordance with any applicable standards of the FAA.
- b. The design of the related buildings and equipment shall, to the extent possible and as allowed by law, use materials, colors, textures, screening, and landscaping that will blend the facility to the natural setting and built environment.
- c. If an antenna is installed on a support structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusiveness as possible.
- d. Wireless telecommunications facilities shall not be artificially lighted with the exception of motion detectors as security lighting, unless required by the FAA or other applicable authority. If lighting is required, the City may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding properties.

(4) **Landscaping and screening requirements.** The following requirements shall govern the landscaping and screening for a transmission tower or any parabolic antenna larger than two meters:

- a. Tower compounds shall be landscaped with a buffer of plant materials that effectively screens the base of the wireless telecommunications facility site from view of the public right-of-way. The standard buffer shall consist of a landscaped strip at least four feet wide outside the perimeter of the compound. A screening fence may be used in part to screen a wireless telecommunications facility but must be in addition to the required landscaping.
- b. Certain parabolic dishes attached to the ground shall be screened from view of the public right-of way by a combination of siting at or behind the imaginary front line of the most major structure on site (largest in gross floor area) and landscaping a four feet wide strip between the dish and right-of-way.
- c. Existing mature tree growth and natural landforms on the site shall be preserved to the maximum extent possible. In some cases, where towers are sited on large, wooded parcels, natural growth around the site perimeter may be a sufficient buffer. Whether natural growth is sufficient shall be determined the City at its sole discretion.

d. It is the responsibility of the wireless telecommunications facility owner to maintain any required landscaping.

e. Landscaping shall be completed prior to receiving building occupancy. Exceptions for weather delays to landscape completion may be considered.

f. Street trees shall be a minimum four (4) inch caliper at initial planting. Street trees at maturity shall have a minimum branch height of eight (8) feet. All other newly planted deciduous trees on the project site shall be a minimum of three (3) inch caliper and coniferous trees shall be a minimum height of twelve (12) feet.

(5) **Parking and access.** All proposed transmission towers shall provide a point of access from right-of-way which is in conformance with City driveway standards. No off-street parking is required.

Sec. 3.08.005 Appeals and variances

- (a) Appeals or variances from this Article shall be heard by the City Council.
- (b) Appeals to the City Council may be taken by any person aggrieved, or by any officer, department, or board of the City affected by any decision of the City Manager or his designee relative to the enforcement of this Article. Such appeal shall be taken within fifteen (15) days' time after the decision has been rendered by the City Manager or his designee, by filing with the City Manager or his designee a notice of appeal specifying the grounds thereof, and upon payment of a fee in an amount determined by the City Council. The City Manager or his designee shall provide to the City Council all papers constituting the record upon which the action appealed from was taken.
- (c) An appeal shall be heard at a public meeting and any interested party may appear before the City Council in person, by agent, or by attorney. The burden of proof shall be on the applicant to establish the necessary facts to warrant favorable action of the City Council on the matter.
- (d) The City Council, upon an affirmative vote of a majority of the City Council, may reverse or affirm, wholly or in part, or may modify the order, requirements, decision or determination appealed from and make such order, requirement, decision or determination that in the City Council's opinion should be made. The City Council shall have the power to impose reasonable conditions in order to assure compliance with the provisions of this Article and protect adjacent property.

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 24TH DAY OF FEBRUARY, 2020.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED ON SECOND READING THIS THE 9TH DAY OF MARCH, 2020.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 10. **AGENDA DATE:** February 24,
2020

PREPARED BY: Lupe Diosdado, Community Development
Director

APPROVED BY: BS

ITEM: Consideration and possible action on the first reading of Ordinance No.916-20, 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 monument, banner, flag, freeway/pole, freestanding, wall mounted and programmable electric signs.

ITEM BACKGROUND:

Following feedback from City Council and the Planning and Zoning Commission staff was tasked to re-evaluate certain permissible sign regulations. On February 13, 2020 the Planning and Zoning Commission held a final workshop approving the proposed sign ordinance amendments.

BUDGETARY AND FINANCIAL SUMMARY:

none

STAFF RECOMMENDATION:

Staff recommends approval of the first reading of Ordinance No. 916-20, 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 monument, banner, wall mounted and programmable electric signs.

ATTACHMENTS:

1. Ordinance No. 916-20

ORDINANCE NO. 916-20

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 MONUMENT, BANNER, FLAG, FREEWAY/POLE, FREESTANDING WALL MOUNTED AND PROGRAMMABLE ELECTRIC 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 3.06.0003 Design guidelines, (3) Illuminated signs - light source: (A), of the Code of Ordinances of the City of Navasota is hereby amended to read as follows:

- (A) Every part of the light source of any illuminated sign allowed by this title shall be concealed from the view of vehicular traffic in the public right-of-way, and the light shall not travel directly to vehicular traffic in the public right-of-way but instead should be visible only from a reflecting or diffusing surface.

Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.010 Permissible Signs and Requirements, (7) Monument sign, (A) Generally, of the Code of Ordinances of the City of Navasota is hereby amended to read as follows:

(7) Monument sign.

- (A) Generally: A sign permanently affixed to the ground, not elevated by any pole or structure and not attached to or dependent upon any building for support with no open space visible between the bottom of the sign face and the solid support base.

Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.010 Permissible Signs and Requirements, (3) Banner/flag sign, (B) Banner sign required conditions, (iii) of the Code of Ordinances of the City of Navasota is hereby amended to read as follows:

- (iii) Limited to 3 installations per calendar year beginning on the date of the first installation. A minimum 30-day waiting period is required between each banner sign installation.

Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.010 Permissible Signs and Requirements, (12) Wall-mounted sign, (B) Required conditions, of the Code of Ordinances of the City of Navasota is hereby amended by amending section (iii) and adding section (v) to read as follows:

- (iii) Area: Max 150 sq. ft. along the front of the building. Max 80 sq. ft. along the side of building

- (v) Only 1 per roadway frontage

Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.010 Permissible Signs and Requirements, (3) Banner/flag sign, (C) Flag signs generally, of the

Code of Ordinances of the City of Navasota is hereby amended to read as follows:

- (C) Flag signs generally. A sign used for marketing purposes, is temporary in nature, and is inserted into the ground or planter, made of paper, plastic, fabric, or any nonrigid material.

Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.010 Permissible Signs and Requirements, (3) Banner/flag sign, (D) Flag sign required conditions, of the Code of Ordinances of the City of Navasota is hereby amended by amending section (ii), (b.) and adding section (iv) to read as follows:

- b. Once a permit is revoked the City may remove the flag sign. The owner may retrieve the sign from City Hall. If the owner fails to retrieve the sign from City Hall within ten (10) days, the City may dispose of the sign.

- (iv) Maximum dimensions: 8ft height, 2ft width.

Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.010 Permissible Signs and Requirements, (8) Programmable electronic sign, (B) Required conditions, of the Code of Ordinances of the City of Navasota is hereby amended by adding section (x) to read as follows:

- (x) Only 1 sign per lot or parcel of land.

Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.010 Permissible Signs and Requirements, (5) Freeway sign/pole sign, of the Code of Ordinances of the City of Navasota is hereby amended to read as follows:

- (5) Freeway sign.

- (A) Generally. Any sign that is mounted on visible poles or structures.

- (B) Required conditions.

- (i) A sign oriented to and designed to be viewed from a freeway.
- (ii) Allowed within 400 feet of Highway 6.
- (iii) Maximum height 42-1/2 ft.
- (iv) Sign area maximum 150 sq. ft.
- (v) Only 1 sign per lot or parcel of land.

Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.010 Permissible Signs and Requirements, (6) Freestanding sign, (B) Required conditions, of the Code of Ordinances of the City of Navasota is hereby amended by adding section (v) to read as follows:

(v) Only 1 sign per business location

Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.011 Calculating area of sign, Sign Table, of the Code of Ordinances of the City of Navasota is hereby amended to read as follows:

<i>Sign Type</i>	<i>Maximum Area (sq.ft)</i>	<i>Maximum height (ft.)</i>	<i>Number allowed</i>
Architectural	n/a	n/a	n/a
Awning	n/a	n/a	n/a
Banner	n/a	n/a	3 per year
Canopy/Hanging	4	7.5 minimum height from walking surface	n/a
Flag	16	8ft	1 per 20 feet of landscaped frontage
Freeway/Pole	150	42.5	1 per lot or parcel
Freestanding	32 or 64 when 400 feet from highway 6	6	1 per business location
Monument	32 or 50 when 400 feet from highway 6	6 or 10 when 400 feet from highway 6	1 per business or subdivision location
Programmable Electric	24	30	1 per lot or parcel
Projecting	30	n/a	1 per street frontage
Pylon	64	8 or 30 when on highway 6 frontage	1 per street frontage
Sidewalk	9	3	1
Wall-mounted	150 front, 80 side	n/a	1 per street frontage
Real-estate\Development	8	n/a	1
Construction	32	n/a	1

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 uncodified, 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 uncodified, 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 24TH DAY OF FEBRUARY, 2020.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED ON SECOND READING THIS THE 9TH DAY OF MARCH, 2020.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 11. **AGENDA DATE:** February 24,
2020

PREPARED BY: Susie M. Homeyer, City Secretary

APPROVED BY: BS

ITEM: Consideration and possible action on the second reading of Ordinance No. 915-20, amending Chapter 7, Municipal Court, Article 7.02, Fees, Costs and Special Expenses and repealing Section 7.02.002 Technology Fund and Section 7.02.003 Building Security Fund.

ITEM BACKGROUND:

In the 86th Legislative Session, the Texas Legislature enacted Senate Bill 346 (S.B. 346) which amended multiple provisions of the Texas Code of Criminal Procedure including but not limited to the Technology Fund and the Building Security Fund concerning fees collected by municipal courts. During this session they enacted Section 134.103 of the Texas Local Government Code establishing a new local consolidated court fee. These changes will conform to state law.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends approval of the second reading of Ordinance No. 915-20, amending Chapter 7, Municipal Court, Article 7.02, Fees, Costs and Special Expenses and repealing Section 7.02.002 Technology Fund and Section 7.02.003 Building Security Fund.

ATTACHMENTS:

1. Ordinance No. 915-20

ORDINANCE NO. 915-20

AN ORDINANCE OF THE CITY OF NAVASOTA, TEXAS, AMENDING CHAPTER 7, MUNICIPAL COURT, ARTICLE 7.02, FEES, COSTS AND SPECIAL EXPENSES, OF THE CODE OF ORDINANCES, CITY OF NAVASOTA, TEXAS FOR THE PURPOSE OF AMENDING SECTION 7.02.001, SPECIAL EXPENSES, REPEALING SECTION 7.02.002, TECHNOLOGY FUND AND REPEALING SECTION 7.02.003, BUILDING SECURITY FUND; PROVIDING FOR A REPEALER AND SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETINGS

WHEREAS, in its 86th Legislative Session, the Texas Legislature enacted Senate Bill 346 (S.B. 346) which, in part, amended multiple provisions of the Texas Code of Criminal Procedure, including but not limited to Articles 102.0172 (Court Technology Fee), and 102.017 (Court Security Fee) and other provisions concerning fees collected by municipal courts; and

WHEREAS, in the 86th Legislative Session, the Texas Legislature enacted Section 134.103 of the Texas Local Government Code establishing a new local consolidated court fee to, in part, replace the fees in Articles 102.0172 and 102.017 of the Texas Code of Criminal Procedure, in addition to replacing or amending other fees collected by municipal courts; and

WHEREAS, due to the enactment of S.B. 346, certain provisions of the Code of Ordinances, City of Navasota, Texas are no longer consistent with state law and should be amended or repealed to conform to state law;

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

SECTION 1.

The Code of Ordinances, City of Navasota, Texas, Chapter 7, Municipal Court, Article 7.02, Fees, Costs and Special Expenses, Section 7.02.001, Special Expenses is hereby amended to read as follows.

ARTICLE 7.02 FEES, FINES, COSTS AND SPECIAL EXPENSES

Sec. 7.02.001 Fees, Fines, Costs and Special expenses

(a) All fees, fines, costs and special expenses of the municipal court as provided for

under this section and applicable state law that may be assessed shall be collected by the clerk of the municipal court and upon collection of same shall be paid over to the city for its use and benefit.

(b) The enforcement of the collection of the fees, fines, costs and special expenses as herein enumerated shall be as in the same manner now provided for the enforcement of the collection of fines assessed by the municipal court and as governed by the Texas Code of Criminal Procedure.

(c) The clerk of the municipal court shall collect a reimbursement fee, fine, cost or special expense fee from a defendant in the following situations:

(1) A reimbursement fee not to exceed ten dollars (\$10.00) for administering a defendant's request to take a driving safety course; this reimbursement fee is collected upon the defendant's request for the driving safety course and is not refundable if the defendant does not take the course.

(2) In issuing an order of deferral pursuant to article 45.051 of the Code of Criminal Procedure, the judge may impose a fine on the defendant in an amount not to exceed the amount of the fine that could be imposed on the defendant as punishment for the offense. The fine may be collected at any time before the date on which the period of probation ends. The judge may elect not to impose the fine for good cause shown by the defendant. If the judge orders the collection of a fine under article 45.051 of the Code of Criminal Procedure, the judge shall require that the amount of the fine be credited toward the payment of the amount of any fine imposed by the judge as punishment for the offense.

(3) A fine not to exceed twenty-five dollars (\$25.00) for the offense of "failure to appear" under section 38.10(e), Texas Penal Code, or for the offense of "violation of promise to appear" under section 543.009, Texas Transportation Code. The \$25.00 fine provided for herein shall be in addition to the statutory fine that can be assessed for offenses committed in violation of section 38.10(e), Texas Penal Code or section 543.009, Texas Transportation Code.

SECTION 2.

The Code of Ordinances, City of Navasota, Texas, Chapter 7, Municipal Court, Article 7.02, Fees, Costs and Special Expenses, Section 7.02.002, Technology Fund is hereby repealed and rescinded in its entirety.

SECTION 3.

The Code of Ordinances, City of Navasota, Texas, Chapter 7, Municipal Court, Article 7.02, Fees, Costs and Special Expenses, Section 7.02.003, Building Security Fund is hereby repealed and rescinded in its entirety.

SECTION 4.
REPEALER AND SAVINGS CLAUSE

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

SECTION 5.
SEVERABILITY

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

SECTION 6.
EFFECTIVE DATE

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

SECTION 7.
PROPER NOTICE AND MEETINGS

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

**PASSED AND APPROVED ON FIRST READING THIS THE 10TH DAY OF
FEBRUARY, 2020.**

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**PASSED AND APPROVED ON SECOND READING THIS THE 24TH DAY OF
FEBRUARY, 2020.**

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 12. **AGENDA DATE:** February 24,
2020

PREPARED BY: Susie M. Homeyer, City Secretary

APPROVED BY: BS

ITEM: Consideration and possible action on Resolution No. 668-20, approving a joint election contract between the City of Navasota, Grimes County and the Navasota Independent School District.

ITEM BACKGROUND:

According to the Election Code, Section 61.012(c), school districts must conduct a joint election with municipalities. The City began this process in 2006 and it has worked very well. It is recommended by both entities to contract with the Election Administrator for Grimes County in accordance with the Election Code, Section 31.091. Staff also recommends that the joint election and early voting be held at the Navasota Center.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 668-20, approving a joint election contract between the City of Navasota, Grimes County and the Navasota Independent School District.

ATTACHMENTS:

1. Resolution No. 668-20
2. Election Agreement

RESOLUTION NO. 668-20

**RESOLUTION APPROVING 2020 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 2020 Joint Election Contract with Lucy Ybarra, 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 2020 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 2, 2020, said contract attached hereto as **Exhibit "A"** and incorporated herein for all purposes.

PASSED AND APPROVED THIS THE 24TH DAY OF FEBRUARY, 2020.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY



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

This contract is made and entered into this the _____ day of _____, 20____, by and between the **City of Navasota**, hereinafter referred to as “Entity,” and **Lucy Ybarra** County Election Officer of **Grimes** County, Texas. Regarding the **Joint Election for the General Election for Local Subdivisions** (to include schools), held on **Saturday May 02, 2020** (hereinafter referred to as the “election”). The contract will serve as an agreement between the following listed entities, all of which have agreed to the terms of the contract, costs, and for the Election Administrator to host a joint election for all entities requesting participation in the General Election for Local Subdivisions.

<u>Local Subdivision and or Independent School District</u>	<u>Location</u>
Town of Anderson	Anderson, TX
Anderson Shiro Consolidated Independent School District	Anderson, TX
City of Plantersville	Plantersville, TX
Town of Bedias	Bedias, TX
City of Navasota	Navasota, TX
Navasota Independent School District	Navasota TX
City of Iola	Iola, TX
Iola Independent School District	Iola, TX
City of Todd Mission	Todd Mission, TX

For the purpose of the above-mentioned Joint Election Agreement, all Entities agree to utilize the following locations for Early Voting and Election Day Voting:

<u>Location</u>	<u>Early Voting / Election Day</u>	<u>Dates</u>
ASCISD Board Room	Early Voting	04/20-04/28
06-Navasota Center	Early Voting/Election Day	04/20-04/28 & 5/2/2020
01 Anderson Annex	Election Day	05/02/2020
02 Iola Community Center	Election Day	05/02/2020
04-Plantersville Town Hall	Election Day	05/02/2020
07-Bedias Civic Center	Election Day	05/02/2020
14 Todd Mission City Hall	Election Day	05/02/2020

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

- 1) **City of Navasota** will contract with the Elections Administrator of Grimes County (“the Contracting Officer”) to have her 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 listed.
- 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 as outlined in **“Exhibit A”**.
- 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 polling locations, and possible consolidation of said polling locations for the Joint Election being held.
- 5) In the event that one entity cancels its election, the remaining entities holding an election will be responsible for all election costs incurred with the Joint Election directed from this contract.
- 6) Each entity will identify a person(s) (limit of 2) to be the responsible point of contact for the Elections Administrator. This identified person will address concerns, follow up and questions from/for the Elections Administrator. 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, aside from the identified point of contact.

The Elections Administrator (“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 election.
- 2) Procure and distribute all necessary election supplies: required documents, maps, supplies needed to operate the election, equipment and signs. Including ballots.

- 3) Procure and prepare all necessary equipment for the election including:
Poll pad iPad for Voter Check In.
eSlate & DAU voting machines
Judges Booth Control (JBC)
- 4) Serve as the early voting clerk, and provide deputy voting clerks to assist with early voting.
- 5) Arrange, notify and host Election School/Election 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 **City of Navasota** agrees to the following conditions regarding election costs and billing:

- 1) Upon receipt of the contract- the entity will review the attached estimate of costs for the Joint Election, with the understanding that the provided information is an estimate only and could differ at the time of billing.
- 2) The entity ***agrees to provide payment in full***, upon receipt of the final invoice and cost breakdown within ***90 days of receipt***.
- 3) The entity agrees to receive the receipt and any additional cost evidence via email statement, to the email address provided to the Contracting Officer by the entity.
- 4) 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.
- 5) Any concerns for a specific cost should be addressed at the time of the estimate with the Contracting Officer.

The Elections Administrator (“the Contracting Officer”) agrees to provide the following:

- 1) A thorough estimate, as accurate as possible at the time the estimation is being completed.
- 2) Immediate notice to all parties involved should any change in costs result in a higher rate of 5% or more of the estimate submitted with the Joint Elections contract.
- 3) Strive to minimize costs, to an effectual amount wherever possible.
- 4) 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.)

Parties in agreement of the Joint Election to be held on **Saturday 2nd day of May 2020**, acknowledge that the Contracting Officer may enter into 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:

Town of Anderson, TX	Anderson Shiro Consolidated Independent School District
City of Navasota, TX	Navasota Independent School District
City of Bedias, TX	City of Iola, TX
Town of Plantersville, TX	Iola Independent School District
City of Todd Mission, TX	

Signature

Date

Political Subdivision

Signature

Date

Grimes County Elections Administrator

Place County Seal

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 13. **AGENDA DATE:** February 24,
2020

PREPARED BY: Lupe Diosdado, Community Development
Director

APPROVED BY: BS

ITEM: Consideration and possible action on Ordinance No. 918-20, amending the Uniform Right-of-Way management ordinance.

ITEM BACKGROUND:

The City receives requests for installation of utilities in city owned Rights-of-way often, and there is no current ordinance for permitting this work. Legal counsel and staff propose the ordinance to improve management of the right-of-way. The ordinance requires an installer to acquire a permit, and provide 'as built' maps for the City. The information acquired will be helpful when other improvements or repairs are needed in the rights-of-way.

On January 27th 2020 City Council passed and approved the second reading of Ordinance No. 913-20 adopting a uniform right-of-way management ordinance. Following the approval City staff discovered the incorrect version was attached to the City Council agenda packet missing key requirements added by City staff. The changes missing are the following: GIS line data as part of the as-built plans, documentation requirements verifying existing utilities to avoid tolerance zone issues and safe excavation procedures.

The proposed ordinance amends the adopted ordinance adding the listed requirements.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends approval of the first reading of Ordinance No. 918-20, amending the Uniform Right-of-Way management ordinance.

ATTACHMENTS:

1. Ordinance No. 918-20

ORDINANCE NO. 918-20

AN ORDINANCE OF THE CITY OF NAVASOTA, TEXAS, AMENDING CHAPTER 13 UTILITIES, ARTICLE 13.07 UNIFORM RIGHT-OF-WAY MANAGEMENT BY AMENDING REQUIREMENTS GOVERNING THE UNIFORM USE, OCCUPANCY AND CONSTRUCTION IN THE CITY'S PUBLIC RIGHTS-OF-WAY; PROVIDING FOR THE FOLLOWING: REPEALER; SEVERABILITY; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING

WHEREAS, the laws of the State of Texas have consistently and expressly preserved the historic authority of Texas municipalities to manage the public rights-of-way and regulate the use, occupancy and construction in those public rights-of-way; and

WHEREAS, in Chapter 283 of the Texas Local Government Code, the State of Texas has granted telecommunications companies holding a certificate from the Public Utilities Commission of Texas the authority to place their poles, conduit, cable, switches and related appurtenances and facilities within the City's public rights-of-way; and

WHEREAS, the City Council finds that it is necessary for the good government, peace or order of the City to amend requirements regulating the use of public rights-of-ways within the City;

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

SECTION 1.

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

SECTION 2.

Chapter 13 Utilities, Article 13.07 Uniform Right-of-Way Management, Section V. Construction Standards, A. Rights-of-Way Construction Permits is hereby amended by adding subsection (f) and (g) to read as follows:

(f) Provide documentation that verifies locations of existing utilities to

avoid tolerance zone issues.

(g) Provide safe excavation procedures.

Chapter 13 Utilities, Article 13.07 Uniform Right-of-Way Management, Section V. Construction Standards, J. Plans of Record is hereby amended by adding subsection (3) to read as follows:

3. As part of the "as built" plans the Grantee shall also submit GIS line data showing GPS accurate locations of facilities installed within the rights-of-way to the City for GIS mapping purposes.

SECTION 3. REPEALER

All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of any such conflict.

SECTION 4. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance is declared unconstitutional or invalid by the judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

SECTION 5. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after the date of passage and upon publication as required by law.

SECTION 6. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED THIS THE 24TH DAY OF FEBRUARY, 2020.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED AND APPROVED THIS THE 9TH DAY OF MARCH, 2020.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**CITY OF NAVASOTA
MISCELLANEOUS ITEMS**

1. PLANNING CALENDAR

AGENDA PLANNING CALENDAR

FEBRUARY 24, 2020 - [DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 2/10/2020](#)

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) 1st quarter update from the Arts Council; (b) Introduction of new employees; (c) Navasota Citizens University update; (d) Board and Commission update; and (e) Reports from staff and City Council
5. Natural gas supply contract
6. Workshop on fire station
7. Discussion on waste hauling contract
8. Website review
9. 1st reading of Ordinance No. 917-20, wireless telecommunication facilities regulations
10. 1st reading of Ordinance No. 916-20, amending sign ordinance
11. 2nd reading of Ordinance No. 915-20 - Municipal Court Fees affected by SB 346;
12. Resolution No. 668-20, approval of election contract
13. 1st reading of Ordinance No. 918-20, amending Uniform Right-of-Way Management Ordinance
14. Adjourn

MARCH 9, 2020 - [DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 2/24/2020](#)

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Years of service awards; (b) 2019 TML Awards; (c) Board and Commission update; and (d) Reports from staff and City Council
5. Public hearing on Pecan Lakes subdivision – Phase III
6. 1st reading of Ordinance No. _____, rezoning Pecan Lakes – Phase III
7. Consent agenda: (a) Minutes for the month of February 2020; (b) Expenditures for the month of February 2020; (c) 2nd reading of Ordinance No. 916-20, amending sign ordinance; (d) 2nd reading of Ordinance No. 917-20, wireless telecommunication facilities regulations; and (e) 2nd reading of Ordinance No. 918-20, amending Uniform Right-of-Way Management Ordinance
8. Adjourn

MARCH 23, 2020 - [DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 3/09/2020](#)

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. Approval of audit for FY 2018-2019
6. Council meeting procedures
7. Specific use permit
8. 1st reading of Ordinance No. _____, subdivision ordinance
9. 1st reading of Ordinance No. _____, Zoning ordinance
10. 2nd reading of Ordinance No. _____, rezoning Pecan Lakes – Phase III
11. Navasota Citizens University orientation by City Council
12. Adjourn