

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



James Harris
Councilmember
Pattie Pederson
Councilmember

**NOTICE OF MEETING OF THE GOVERNING BODY OF THE
CITY OF NAVASOTA, TEXAS
FEBRUARY 26, 2024**

Notice is hereby given that a Regular Meeting of the governing body of the City of Navasota will be held on the 26th of February, 2024 at 6:00 PM at the City Hall in the City Council Chambers, Room No. 161, located at 200 E. McAlpine Street, Navasota, Texas 77868, at which time the following subjects will be considered, to wit:

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

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

4. Staff Report:

(a) Introduction of new employees: Jerry Hirsh (Police Officer/SRO); Martin Solis (Water/Wastewater Treatment Plant Operator I); and Donald Mason, Jr. (Natural Gas Technician). [Peggy Johnson, HR Director]

(b) Update on CIP Projects. [Jon MacKay, Graduate Engineer]

(c) Results of Annual Natural Gas Audit. [Jennifer Reyna, Public Works Director]

(c) Board and Commission update. [City Council]

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

5. Consideration and possible action on Resolution No. 761-24, the City of Navasota LOGIC Resolution to become a participant of the Local Government Investment Cooperative (LOGIC) pool. [Maribel Frank, CFO]

6. Consideration and possible action on the second reading of Ordinance No. 1039-24, closing a thirty-three (33') foot portion of Horlock Avenue right-of-way within Block 1 of the Felder Addition located at 1210 Kettler Street, Navasota, Grimes County, Texas. [Lupe Diosdado, Development Services Director]

7. Consideration and possible action on Resolution No. 760-24, authorizing the submission of an application to the United States Department of Agriculture (USDA) Rural Development for the Community Facilities Direct Loan, Grants, and Guarantee Loans Program and authorize the mayor and city manager to act as the City's executive officer and authorized representative in all matters pertaining to the City's participation in the USDA Rural Development Program. [Kristin Gauthier, Assistant City Manager]

8. Consideration and possible action on a new Parks & Recreation Department Facility Use Policy. [Jason Weeks, City Manager]

9. Adjourn.

DATED THIS THE 23RD OF FEBRUARY, 2024

/JW/

BY: JASON WEEKS, CITY MANAGER

I, the undersigned authority, do hereby certify that the above notice of meeting of the governing body of the CITY OF NAVASOTA, is a true and correct copy of said notice and that I posted a true and correct copy of said notice in the glass bulletin board, in the foyer, on the south side of the Municipal Building as well as in the bulletin board on the north side of the Municipal Building of the City of Navasota, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted on the 23rd of February, 2024 at 02:34 PM and will remain posted continuously for at least 72 hours preceding the scheduled time of said meeting. Agendas may be viewed at www.navasotatx.gov.

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

DATED THIS THE 23RD OF FEBRUARY, 2024

/SMH/

BY: SUSIE M. HOMEYER, CITY SECRETARY

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



REQUEST FOR CITY COUNCIL AGENDA ITEM #4

<p>Agenda Date Requested: <u>February 26, 2024</u></p> <p>Requested By: <u>Jason Weeks, City Manager</u></p> <p>Department: <u>Administration</u></p> <p><input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance</p> <p>Exhibits: <u>None.</u></p>	<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th colspan="2" style="text-align: center;">Appropriation</th></tr></thead><tbody><tr><td>Source of Funds:</td><td><u>N/A</u></td></tr><tr><td>Account Number:</td><td><u>N/A</u></td></tr><tr><td>Amount Budgeted:</td><td><u>N/A</u></td></tr><tr><td>Amount Requested:</td><td><u>N/A</u></td></tr><tr><td>Budgeted Item:</td><td><input type="radio"/> Yes <input checked="" type="radio"/> No</td></tr></tbody></table>	Appropriation		Source of Funds:	<u>N/A</u>	Account Number:	<u>N/A</u>	Amount Budgeted:	<u>N/A</u>	Amount Requested:	<u>N/A</u>	Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No
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Amount Requested:	<u>N/A</u>												
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No												

AGENDA ITEM #4

Staff Report:

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

SUMMARY & RECOMMENDATION

- a. Peggy Johnson, HR Director, will introduce the new employees for the Police Department and Public Works Department.

- b. Jon MacKay, Graduate Engineer, will give the City Council an update on our CIP Projects.
- c. Jennifer Reyna, Public Works Director, will provide an update on the results of the annual natural gas audit.
- d. If applicable, the City Council will provide Board and Commissions updates.
- e. Staff and the City Council will provide updates on other upcoming events.

ACTION REQUIRED BY CITY COUNCIL

No action required.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

2/21/24

Date



So much, so close.

Core Values

T

Teamwork & Collaboration

- We believe in the power of collective effort and cooperation.
- Foster a culture of collaboration among residents, businesses, and government.
- Together, we can achieve greater outcomes and overcome challenges.

H

Honor & Integrity

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

R

Resilience & Adaptability

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

I

Inclusivity & Diversity

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

V

Vision & Progress

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

E

Empowerment & Engagement

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



2023-2024 Strategic Plan

Mission Statement

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

Vision Statement

Navasota 2027: What America wants to be — A beautiful, progressive, vibrant, service-oriented, close-knit community filled with historical charm and promise for people and business.

Core Values: THRIVE

Teamwork &
Collaboration

Honor &
Integrity

Resilience &
Adaptability

Inclusivity &
Diversity

Vision &
Progress

Empowerment &
Engagement

Goals

Planning &
Economic
Development

Marketing/
Communications

Quality of Life

Staffing

Human
Resources

Facilities/
Buildings

Infrastructure

AGENDA PLANNING CALENDAR

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

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

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

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Introduce new employee: Jerry Hirsh (Police Officer/SRO); Donald Mason, Jr. (Natural Gas Technician); and Martin Solis (Water/Wastewater Treatment Plant Operator); (b) Update of all CIP projects; (c) Gas Audit update; (d) Board and Commission update; and (e) Reports from staff and City Council
5. Resolution No. 760-24 – Police consoles
6. Facility Use Policy
7. 1st reading of Ordinance No. 1041-24 - Budget Amendment (Jason W)
8. Resolution No. 761-24 - authorization to invest in LOGIC
9. 2nd reading of Ordinance No. 1039-24, right-of-way closure for 1210 Kettler Street
10. Adjourn

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

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Introduce new parks dept. employees: Alexander Zaragoza and Jesus Santillan; (b) Update of all CIP projects; (c) Board and Commission update; and (d) Reports from staff and City Council
5. Proposals for fence work at the cemetery
6. Consent agenda: (a) Minutes for the month of February 2024, (b) Municipal Court Report for February 2024; (c) Expenditures for the month of February 2024 and (d) 2nd reading of Ordinance No. 1041-24, budget amendment (Jason W)
7. Adjourn

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

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

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

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

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

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



REQUEST FOR CITY COUNCIL AGENDA ITEM #5

<p>Agenda Date Requested: <u>February 26, 2024</u></p> <p>Requested By: <u>Maribel Frank, CFO</u></p> <p>Department: <u>Financial Services</u></p> <p><input type="radio"/> Report <input checked="" type="radio"/> Resolution <input type="radio"/> Ordinance</p> <p>Exhibits: <u>Resolution No. 761-24 & Enrollment Packet</u></p>	<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th colspan="2" style="text-align: center;">Appropriation</th></tr></thead><tbody><tr><td>Source of Funds:</td><td><u>N/A</u></td></tr><tr><td>Account Number:</td><td><u>N/A</u></td></tr><tr><td>Amount Budgeted:</td><td><u>N/A</u></td></tr><tr><td>Amount Requested:</td><td><u>N/A</u></td></tr><tr><td>Budgeted Item:</td><td><input type="radio"/> Yes <input checked="" type="radio"/> No</td></tr></tbody></table>	Appropriation		Source of Funds:	<u>N/A</u>	Account Number:	<u>N/A</u>	Amount Budgeted:	<u>N/A</u>	Amount Requested:	<u>N/A</u>	Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No
Appropriation													
Source of Funds:	<u>N/A</u>												
Account Number:	<u>N/A</u>												
Amount Budgeted:	<u>N/A</u>												
Amount Requested:	<u>N/A</u>												
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No												

AGENDA ITEM #5

Consideration and possible action to on Resolution No. 761-24, the City of Navasota LOGIC Resolution to become a participant of the Local Government Investment Cooperative (LOGIC) pool.

SUMMARY & RECOMMENDATION

In accordance with the approved Investment Policy (January 22, 2024), the investment officers, the Chief Financial Officer and the City Manager, are entrusted to make investments of the city's funds in a manner which will provide the maximum security of the principal, while meeting the daily cash flow needs of the city and conforming to the Public Funds Investment Act (PFIA), under Texas Government Code, Chapter 2256.

Currently, the city participates in three (3) local government investment pools: TexSTAR, TexPool, and Texas CLASS. Investment pools function much like money market funds. Typically, government investment funds pool the resources of participating governments and invest in various securities as permitted under state law. Staff recommend adding the Local Government Investment Cooperative (LOGIC) pool as a fourth option for investing city funds. The plan is to deposit two certificates of deposit maturing in FY 2024 into a LOGIC pool account upon maturity. This pool is AAA rated and as of 2/19/2024, the pool has a yield rate of 5.4849%. This is slightly higher than the other three investment pools (TexSTAR at an interest rate of 5.2938%, TexPool at an interest rate of 5.3387%, and Texas CLASS at an interest rate of 5.4718%. Below is more information about the maturing CD's later this fiscal year.

Identifier	Maturity Date	Account Name	Amount
02589ABL5	3/4/2024	AMERICAN EXPRESS NATL BANK CD	\$ 248,000
05580ae26	9/24/2024	BMW BANK NA CD	\$ 245,000

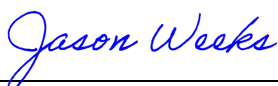
The return rates for the above-listed investments are 1.60% and .65%, respectively. At

the end of FY 2025, the city could stand to earn \$33,842 in interest, rather than just \$7,545, given the current rates.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny Resolution No. 761-24, the City of Navasota LOGIC Resolution to become a participant of the Local Government Investment Cooperative (LOGIC) pool.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

2/21/24

Date

RESOLUTION NO. 761-24

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A PARTICIPATION AGREEMENT AND TRUST INSTRUMENT FOR PARTICIPATION IN A PUBLIC FUNDS INVESTMENT POOL, DESIGNATING THE BOARD OF TRUSTEES OF THE POOL AS AN AGENCY AND INSTRUMENTALITY TO SUPERVISE THE POOL, APPROVING INVESTMENT POLICIES OF THE POOL, APPOINTING AUTHORIZED REPRESENTATIVES AND DESIGNATING INVESTMENT OFFICERS

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended (the "Interlocal Act"), permits any "local government" to contract with one or more other "local governments" to perform "governmental functions and services," including investment of public funds (as such phrases are defined in the Interlocal Act);

WHEREAS, the Interlocal Act authorizes the contracting parties to any interlocal agreement to contract with agencies of the State of Texas, within the meaning of Chapter 771 of the Government Code,

WHEREAS, the Act permits the contracting parties to any interlocal agreement to create an administrative agency to supervise the performance of such interlocal agreement and to employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of such interlocal agreement;

WHEREAS, the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, as amended (the "PFIA"), authorizes the entities described in Subsection (a) of the PFIA to invest their funds in an eligible public funds investment pool, and the Local Government Investment Cooperative (LOGIC) intends to become and remain an eligible public funds investment pool, under the terms and conditions set forth in PFIA;

WHEREAS, the City of Navasota, (the "Government Entity") desires to enter into that certain Participation Agreement and Trust Instrument (the "Agreement"), a copy of which is presented with this Resolution and is incorporated herein by reference, and to become a participant in a public funds investment pool created under the PFIA, to be known as Local Government Investment Cooperative (LOGIC) (the "Pool");

WHEREAS, the Government Entity is a Government Entity as defined in the Agreement;

WHEREAS, the Government Entity desires to cause administration of the Pool to be performed by a board of trustees (the "Board"), which shall be an advisory

board under the PFIA, an administrative agency created under the Interlocal Act, and trustee of the funds in the Pool; and

WHEREAS, the Government Entity desires to designate the Board as its agency and instrumentality with authority to supervise performance of the agreement, employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of the Agreement; WHEREAS, each capitalized term used in this Resolution and not otherwise defined has the same meaning assigned to it in the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Navasota:

1. The Agreement is hereby approved and adopted and, upon execution thereof by an Authorized Representative (defined below) and receipt of the Government Entity's application to join the Pool by the Administrator, the Government Entity shall become a Participant in the Pool for the purpose of investing its available funds in the Pool from time to time in accordance with the terms of the Agreement.
2. The Board is hereby designated as an agency and instrumentality of the Government Entity, and the Board shall have the authority to supervise performance of the Agreement and the Pool, employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of the Agreement. The Government Entity agrees that all moneys it transfers to the Pool shall be held and managed in trust by the Board for the benefit of the Government Entity.
3. The investment policies of the Pool, as set forth in the document entitled Investment Policies, as summarized in the Information Statement, and as may be amended from time to time by the Board, are hereby adopted as investment policies of the Government Entity with respect to money invested in the Pool, and any existing investment policies of the Government Entity in conflict therewith shall not apply to investments in the Pool.
4. The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: execute the Agreement, an application to join the Pool and any other documents required to become a Participant; deposit money to and withdraw money from the Government Entity's Pool account from time to time in accordance with the Agreement and the Information Statement; to agree to the terms for use of the website for online transactions and take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity:
 - a. Maribel S. Frank, Chief Financial Officer
 - b. Jason B. Weeks, City Manager
 - c. Bert Miller, Mayor

5. In accordance with the Pool's procedures, an Authorized Representative shall promptly notify the Pool in writing of any changes in who is serving as Authorized Representatives.
 - a. Maribel S. Frank, CFO, will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements
6. In addition, the following additional Participant representative (not listed above) is designated as an Inquiry Only Representative authorized to obtain account information:
 - a. Kristin Gauthier, Assistant City Manager
7. Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.
8. In addition to the foregoing Authorized Representatives, each Investment Officer of the Pool appointed by the Board from time to time is hereby designated as an investment officer of the Government Entity and, as such, shall have responsibility for investing the share of Pool assets representing funds of the Government Entity. Each depository and custodian appointed by the Board from time to time are hereby designated as a depository and custodian of the Government Entity for purposes of holding the share of Pool assets representing funds of the Government Entity.

PASSED AND APPROVED THIS THE 26TH DAY OF FEBRUARY, 2024.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY



LOGIC ENROLLMENT STEPS

In order for a governmental entity to enroll in LOGIC, the following procedures should be performed.

1. Submit the **LOGIC Resolution** to the entity's governing body for approval.
2. Complete the **LOGIC Additional Party Agreement** which is the last page of the *LOGIC Participation Agreement*. This document should be signed by the head of the entity's governing body.
3. Complete a **LOGIC Bank Instruction Form** for each account to be opened.
4. Send all completed documentation with original signatures and ***an approved investment policy of the enrolling entity*** to our email or fax number below:

Email: logic@hilltopsecurities.com

Fax: 214.953.8878

5. Enrollment documentation will ordinarily be processed within five (5) business days of receipt.

SAMPLE AGENDA LANGUAGE

Short versions:

(1) Approval of LOGIC Investment Pool as an Authorized Investment

OR

(2) Approval of Application for Participation in the Local Government Investment Cooperative (LOGIC)

Long version:

(1) Recommendation to Approve an Application for Participation in the Local Government Investment Cooperative (LOGIC).

Included in the agenda exhibit is information pertaining to the application. It is recommended that the Board approve the application as submitted to provide an additional investment option emphasizing safety, liquidity and diversification.

Local Government Investment Cooperative (LOGIC) Resolution

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A PARTICIPATION AGREEMENT AND TRUST INSTRUMENT FOR PARTICIPATION IN A PUBLIC FUNDS INVESTMENT POOL, DESIGNATING THE BOARD OF TRUSTEES OF THE POOL AS AN AGENCY AND INSTRUMENTALITY TO SUPERVISE THE POOL, APPROVING INVESTMENT POLICIES OF THE POOL, APPOINTING AUTHORIZED REPRESENTATIVES AND DESIGNATING INVESTMENT OFFICERS.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended (the "Interlocal Act"), permits any "local government" to contract with one or more other "local governments" to perform "governmental functions and services," including investment of public funds (as such phrases are defined in the Interlocal Act);

WHEREAS, the Interlocal Act authorizes the contracting parties to any interlocal agreement to contract with agencies of the State of Texas, within the meaning of Chapter 771 of the Government Code,

WHEREAS, the Act permits the contracting parties to any interlocal agreement to create an administrative agency to supervise the performance of such interlocal agreement and to employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of such interlocal agreement;

WHEREAS, the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, as amended (the "PFIA"), authorizes the entities described in Subsection (a) of the PFIA to invest their funds in an eligible public funds investment pool, and the Local Government Investment Cooperative (LOGIC) intends to become and remain an eligible public funds investment pool, under the terms and conditions set forth in PFIA;

WHEREAS, City of Navasota (the "Government Entity") desires to enter into that certain Participation Agreement and Trust Instrument (the "Agreement"), a copy of which is presented with this Resolution and is incorporated herein by reference, and to become a participant in a public funds investment pool created under the PFIA, to be known as Local Government Investment Cooperative (LOGIC) (the "Pool");

WHEREAS, the Government Entity is a Government Entity as defined in the Agreement;

WHEREAS, the Government Entity desires to cause administration of the Pool to be performed by a board of trustees (the "Board"), which shall be an advisory board under the PFIA, an administrative agency created under the Interlocal Act, and trustee of the funds in the Pool; and

WHEREAS, the Government Entity desires to designate the Board as its agency and instrumentality with authority to supervise performance of the agreement, employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of the Agreement;

WHEREAS, each capitalized term used in this Resolution and not otherwise defined has the same meaning assigned to it in the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

1. The Agreement is hereby approved and adopted and, upon execution thereof by an Authorized Representative (defined below) and receipt of the Government Entity's application to join the Pool by the Administrator, the Government Entity shall become a Participant in the Pool for the purpose of investing its available funds in the Pool from time to time in accordance with the terms of the Agreement.

2. The Board is hereby designated as an agency and instrumentality of the Government Entity, and the Board shall have the authority to supervise performance of the Agreement and the Pool, employ personnel and engage in other administrative activities and provide other administrative services necessary to

execute the terms of the Agreement. The Government Entity agrees that all moneys it transfers to the Pool shall be held and managed in trust by the Board for the benefit of the Government Entity.

3. The investment policies of the Pool, as set forth in the document entitled Investment Policies, as summarized in the Information Statement, and as may be amended from time to time by the Board, are hereby adopted as investment policies of the Government Entity with respect to money invested in the Pool, and any existing investment policies of the Government Entity in conflict therewith shall not apply to investments in the Pool.

4. The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: execute the Agreement, an application to join the Pool and any other documents required to become a Participant; deposit money to and withdraw money from the Government Entity's Pool account from time to time in accordance with the Agreement and the Information Statement; to agree to the terms for use of the website for online transactions and take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity:

1. Name:	Maribel S. Frank	Title:	Chief Financial Officer (CFO)
Signature:		Phone:	936-870-4711
		Email:	mfrank@navasotatx.gov
2. Name:	Jason B. Weeks	Title:	City Manager
Signature:		Phone:	936-870-4707
		Email:	jweeks@navasotatx.gov
3. Name:	Bert Miller	Title:	Mayor
Signature:		Phone:	bmillerr@navasotatx.gov
		Email:	
4. Name:		Title:	
Signature:		Phone:	
		Email:	

In accordance with the Pool's procedures, an Authorized Representative shall promptly notify the Pool in writing of any changes in who is serving as Authorized Representatives.

5. **{Required}** List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements

Name: Maribel S. Frank

6. **{Optional}** In addition, the following additional Participant representative (not listed above) is designated as an Inquiry Only Representative authorized to obtain account information:

Name: Kristin Gauthier Title: Assistant City Manager

Signature: _____ Phone: 936-870-4718

Email: kgauthier@navasotatx.gov

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

7. **{Required}** Taxpayer Identification Number.

Applicant's taxpayer identification number is 74-6001763

8. **{Required}** Contact Information.

Applicant primary mailing address:

PO BOX 910, NAVASOTA, TX 77868

Applicant physical address (if different):

Applicant main phone number:

936-825-6475

Applicants main fax number:

In addition to the foregoing Authorized Representatives, each Investment Officer of the Pool appointed by the Board from time to time is hereby designated as an investment officer of the Government Entity and, as such, shall have responsibility for investing the share of Pool assets representing funds of the Government Entity. Each depository and custodian appointed by the Board from time to time are hereby designated as a depository and custodian of the Government Entity for purposes of holding the share of Pool assets representing funds of the Government Entity.

PASSED AND APPROVED this 26th day of February, 2024

By: _____ Attest: _____

Maribel Frank, CFO

Printed Name and Title

Printed Name and Title

OFFICIAL SEAL OF APPLICANT (REQUIRED BELOW)



Local Government Investment Cooperative (LOGIC) Participation Agreement and Trust Instrument

THIS PARTICIPATION AGREEMENT AND TRUST INSTRUMENT (together with any amendments and supplements, referred to as this “Agreement”) is made and entered into by and among each of those government entities initially executing this Agreement and any other government entity that is eligible and becomes a party hereto (collectively, the “Participants”).

WHEREAS, the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, as amended (the “PFIA”) authorizes the entities described in the PFIA to invest their funds in an eligible public funds investment pool;

WHEREAS, each of the Participants qualifies as an entity described in the PFIA;

WHEREAS, the Participants desire to establish and maintain a public funds investment pool for the purpose of pooling their local funds for joint investment in accordance with the PFIA and the terms hereof and providing assistance to each other on investment alternatives and on other issues of concern to the Participants;

WHEREAS, the Participants desire that the public funds investment pool be entitled Local Government Investment Cooperative (LOGIC) and that it be managed and operated by a board of trustees, which shall be an advisory board under the PFIA;

WHEREAS, each of the Participants has duly taken all official action necessary and appropriate to become a party to this Agreement, including the adoption of a rule, order, ordinance, or resolution, as appropriate;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, each Participant agrees that all moneys it transfers to LOGIC on or after the effective date hereof shall be held and managed in trust by the board of trustees for the benefit of the Participant, and the Participants mutually agree as follows:

ARTICLE I

Definitions and Rules of Construction

Section 1.01. Definitions. Except as otherwise provided in this Agreement, the capitalized terms used herein shall have the following meanings unless the context otherwise requires:

Account - any account established by a Participant.

Additional Party Agreement - a document substantially in the form attached hereto as an Appendix which, when attached to a copy of this Agreement and executed by an Authorized Representative of a Government Entity, constitutes a valid and binding counterpart of this Agreement and results in the Government Entity becoming a party to this Agreement.

Administrator - Any person, firm or organization approved by the Board and under contract to provide administrative assistance in connection with the management and operation of the Pool.

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

Advisor - The registered investment advisor or advisors selected by or at the direction of the Board to provide advice regarding investment of Pool assets pursuant to this Agreement and subject to applicable law.

Authorized Investments - those investments which are authorized from time to time to be purchased, sold and invested in under PFIA or other applicable law and further defined in the Investment Policies.

Authorized Representative - an individual authorized to execute documents and take other necessary actions, pursuant to this Agreement, on behalf of a Government Entity or other person, firm or organization, as evidenced by a duly adopted resolution or bylaw of the governing body of such Government Entity or other person, firm or organization, a certified copy of which is on file with the Administrator. In the case of a Government Entity that is a combination of political subdivisions under the Act, the Authorized Representatives of any administrative agency appointed by such combination of political subdivisions shall be deemed to be Authorized Representatives for such Government Entities.

Board - the governing body of the Pool, known as The Board of Trustees of Local Government Investment Cooperative.

Bylaws - the bylaws adopted by the Board, as the same may be amended from time to time, subject to the requirements of this Agreement.

Custodian - any person, firm or organization selected by or at the direction of the Board to have custody of all money, investments and other assets of the Pool pursuant to this Agreement and subject to applicable law.

General Manager - any person, firm or organization which has contracted with the Board to provide general management services to the Board.

Government Entity - a local government of the State of Texas, as defined in the PFIA, a state agency, as defined in the PFIA, and a nonprofit corporation acting on behalf of a local government or a state agency, including but not limited to an incorporated city or town, a county, a public school district, a district or authority created under art. III, Section 52(b)(1) or (2) of the Texas Constitution, or art. XVI, Section 59 of the Texas Constitution, an institution of higher education as defined by Section 61.003 of the Education Code, a hospital district, or a fresh water supply district.

Information Statement - the information statement or any other document distributed to Participants and potential Participants to provide them with a description of the management and operation of the Pool, as the same may be amended from time to time, subject to the requirements of this Agreement.

Interlocal Act - the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as the same may be amended from time to time.

Investment Officer - one or more officers or employees of the Board designated as investment officers by the Board.

Investment Policies - the written Investment Policies adopted and approved by the Board governing investment and management of Pool assets of different Portfolios, as the same may be amended from time to time, subject to the requirements of this Agreement.

Marketing Representative - any person, firm or organization authorized by the Board to promote the Pool.

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

Participants - the Government Entities that are the initial parties to this Agreement and the Government Entities which subsequently become parties to this Agreement.

PFIA - the Public Funds Investment Act, Chapter 2256, Texas Government Code, as the same may be amended from time to time.

Pool - the public funds investment pool and trust created pursuant to this Agreement.

Portfolio - a portfolio of assets in the Pool which are held separate from other assets of the Pool and which are invested with a defined investment objective which may be different from other Portfolios in the Pool, and in which a Participant may elect to invest its funds.

State - the State of Texas.

Units - equal proportionate units of undivided beneficial interest in the assets of the Pool or of any Portfolio of the Pool from time to time, including fractions of units as well as whole units.

Section 1.02. General Rules of Construction.

- (a) Whenever in this Agreement the context requires: (1) a reference to the singular number shall include the plural and vice versa; and (2) a word denoting gender shall be construed to include the masculine, feminine, and neuter.
- (b) The titles given to any article or section of this Agreement are for convenience only and are not intended to modify the article or section.

ARTICLE II

Creation of the Pool and Trust; Purpose and Objective

Section 2.01. Creation of the Board.

- (a) The Participants hereby agree to jointly invest their funds in a public funds investment pool and trust, to be known as Local Government Investment Cooperative (the "Pool") and to create and establish a board of trustees of the Pool (the "Board"), as an advisory board pursuant to the PFIA, an administrative agency pursuant to the Interlocal Act, and as trustee of the funds in the Pool.
- (b) The Participants delegate to the Pool through its Board, the authority to hold legal title to and manage all money, investments and other assets transferred to or acquired by the Pool pursuant to this Agreement as Pool assets.
- (c) The Board shall have the authority to employ personnel, engage in other administrative activities and provide other administrative services necessary to accomplish the purpose of this Agreement.

Section 2.02. Purpose and Objective.

- (a) The first purpose of the Pool is to provide Government Entities with a variety of investment vehicles to best suit their investment needs, with each Portfolio tailored to meet a specific investment need.

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

- (b) The second purpose of the Pool is to provide Government Entities with a forum for discussion of, and to provide education concerning, investments and other issues of concern in public finance. In all cases, however, the Pool will have the following investment objectives in order of priority: safety of principal; liquidity in accordance with the operating requirements of the Participants; and the highest rate of return.
- (c) In order to accomplish the Pool's objective, each Participant agrees that the money transferred to a Portfolio within the Pool will be commingled with other money transferred to the Portfolio by other Participants for the purpose of making Authorized Investments, subject to the terms of this Agreement, the Investment Policies and applicable law, thereby taking advantage of investment opportunities and cost benefits available to larger investors.

ARTICLE III

Pool Administration

Section 3.01. The Board and the Bylaws

- (a) The business and affairs of the Pool shall be managed by the Board as governing body of the Pool.
- (b) The Board is authorized to adopt Bylaws which shall set forth, among other things, the initial Board members, the procedures governing the selection of the members of the Board, the procedure for holding meetings, the election of officers, and other matters necessary or desirable for governance by the Board, and the right of the Board, the General Manager, and other consultants to be indemnified for damages arising from their actions in connection with the Pool. By executing this Agreement, the Participant consents to the Bylaws. By maintaining funds in the Pool after any amendment to the Bylaws becomes effective, the Participant consents to the Bylaws, as amended. The Board has the right to amend any term or provision of the Bylaws, provided that notice is sent to each Participant at least 30 days prior to the effective date of any change which, in the opinion of the Board, is a material change to the Bylaws.

Section 3.02. Powers and Duties of the Board.

- (a) Subject to applicable law and the terms of this Agreement, the Board shall have full and complete power to take all actions, do all things and execute all instruments as it deems necessary or desirable in order to carry out, promote or advance the investment objective, interests and purposes of the Pool to the same extent as if the Board was the sole and absolute owner of the Pool.
- (b) The Board shall adopt and maintain Investment Policies, consistent with the general objective of the Pool, which shall provide more detailed guidelines for investment and management of Pool assets. By executing this Agreement, the initial Participants consent to the proposed Investment Policies, and the subsequent Participants consent to the Investment Policies then in effect. By maintaining funds in the Pool after any amendment to the Investment Policies becomes effective, the Participant has consented to the Investment Policies, as amended. The Board shall, subject to the terms of this Agreement, have the authority to amend any term or provision of the Investment Policies, provided

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

that notice is sent to each Participant at least 30 days prior to the effective date of any change which, in the opinion of the Board, will have a material effect on such Participant's investment in the Pool.

- (c) The Board shall adopt and maintain Operating Procedures, which shall provide more detailed information on the procedures for depositing and withdrawing funds from the Pool. By executing this Agreement, the initial Participants consent to the proposed Operating Procedures, and the subsequent Participants consent to the Operating Procedures then in effect. By maintaining funds in the Pool after any amendment to the Operating Procedures becomes effective, the Participant has consented to the Operating Procedures, as amended. The Board shall, subject to the terms of this Agreement, have the authority to amend any term or provision of the Operating Procedures provided that notice is sent to each Participant at least 30 days prior to the effective date of any change which, in the opinion of the Board, will have a material effect on such Participant's investment in the Pool.
- (d) The Board shall designate one or more Investment Officers for the Pool who shall be responsible for the investment of Pool assets.
- (e) The Board shall prepare, or direct the preparation of an Information Statement that describes how the Pool will operate in accordance with the terms of this Agreement and the Investment Policies. Subject to the terms of this Agreement and the Investment Policies, the Information Statement may be amended or supplemented, notice of which will be provided to Participants in accordance with the disclosure requirements of the PFIA.
- (f) The Board shall, subject to the limitations established in the Investment Policies, have full and complete power and authority to appoint a general manager and any other service providers deemed necessary or helpful in the operation of the Pool.
- (g) The Board shall provide, through peer review, seminars, computer mail systems, or other means, information and educational opportunities to Participants on investing and on other issues in the area of public finance.
- (h) The Board shall have full and complete power to use, or direct the use of, Pool assets for the following purposes: (1) incur and pay any expenses which, in its opinion, are necessary or incidental to or proper for carrying out any of the purposes of this Agreement; (2) reimburse others for the payment thereof; (3) pay appropriate compensation or fees to persons with whom the Pool has contracted or transacted business; and (4) charge a Participant's Account for any special fees or expenses related specifically to transactions in such Account.
- (i) The Board shall have full power to compromise, arbitrate, or otherwise adjust claims in favor of or against the Pool.
- (j) The Board shall cause financial statements to be prepared and maintained for the Pool and for such statements to be audited annually by an independent certified public accounting firm.
- (k) The Board may appoint a General Manager to perform managerial services for the Pool, provided that the Board shall continue to oversee the operation and

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

management of the Pool and shall have the authority to direct the General Manager to take or not take specific action on behalf of the Pool.

- (l) The enumeration of any specific power or authority herein shall not be construed as limiting the general power and authority of the Board over the Pool.
- (m) The Board shall act in good faith in accordance with the purposes of the Pool.

Section 3.03. Liability.

- (a) Neither the Board, the Investment Officers, nor any officers, employees or board members of any of the forgoing shall be held liable for any action or omission to act on behalf of the Pool or the Participants unless caused by such person's willful misconduct or unless constituting a breach of trust for which a trustee may not be relieved of liability under the Texas Trust Code. The Pool shall indemnify and hold harmless (either directly or through insurance) any person referred to in this Section, to the extent permitted by law, for any and all litigation, claims or other proceedings, including but not limited to reasonable attorney fees, costs, judgments, settlement payments and penalties arising out of the management and operation of the Pool, unless the litigation, claim or other proceeding resulted from the willful misconduct of such person or a breach of trust for which a trustee may not be relieved of liability under the Texas Trust Code.
- (b) Neither the General Manager, the Marketing Representative, the Administrator, the Advisor, the Subadvisor, the Custodian, nor their affiliates, officers, employees or board members shall be held liable for any action or omission to act on behalf of the Pool or the Participants unless such person failed to meet the standard of care required under its agreement relating to the Pool or acted with willful misconduct. The Pool shall indemnify and hold harmless (either directly or through insurance) any person referred to in this Section, to the extent permitted by law, for any and all litigation, claims or other proceedings, including but not limited to reasonable attorney fees, costs, judgments, settlement payments and penalties arising out of the management and operation of the Pool, unless the litigation, claim, or other proceeding is adjudicated to have resulted from such person's failure to meet the standard of care required under its agreement relating to the Pool or its willful misconduct.
- (c) The indemnification provisions are described in more detail in the Bylaws.

ARTICLE IV

Participation in LOGIC

Section 4.01. Eligibility. In order for a Government Entity to become a Participant and transfer money into the Pool, each of the following conditions must be satisfied:

- (a) The Government Entity must adopt a resolution (1) authorizing it to become a Participant and approving this Agreement, (2) acknowledging the Board's power to supervise the Pool and agreeing that moneys it transfers to the Pool shall be held and managed in trust by the Board for the Government Entity's benefit, (3) approving the investment policies of the Pool (as amended from time to time by

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

the Board) and directing that any conflicting local investment policies shall not apply to Pool investments of the Participant, (4) designating Authorized Representatives of the Participant, (5) designating the Investment Officers appointed from time to time by the Board as the Participant's investment officers who shall be responsible for investing the share of Pool assets representing local funds of the Participant, (6) designating the depository and custodian appointed from time to time by the Board as the Government Entity's depository and custodian for purposes of holding the share of Pool assets representing funds of the Government Entity, and consenting to the terms and conditions specified on the website in order to use the online transaction system; and

- (b) The Government Entity must become a party to this Agreement by executing an Additional Party Agreement and delivering the same to the Pool, together with a certified copy of the resolution referred to in subsection (a) of this Section, an application in form and substance satisfactory to the Board, and such other information as may be required by the Board.
- (c) No entity except a Government Entity may be a Participant. The Board shall have sole discretion to determine whether a Government Entity is eligible under Texas law to be a Participant and to designate categories of Government Entities eligible to be Participants in any Portfolio of the Pool.

Section 4.02. Participant Accounts.

- (a) While available local funds of Participants may be commingled for purposes of common investment and operational efficiency, one or more separate Accounts for each Participant in each Portfolio in the Pool designated by the Participant will be established in accordance with the Participant's application to join the Pool and maintained by the Pool.
- (b) Each Participant shall own an undivided beneficial interest in the assets in the Portfolios in which it invests, calculated as described in the Investment Policies.
- (c) The Participant agrees that all Pool fees shall be directly and automatically assessed and charged against the Participant's Account. The basic services fee shall be calculated as a reduction in the daily income earned and only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's Account as they are incurred or performed. Use of Pool assets for fees shall be made from current revenues available to the Participant.

Section 4.03. Reports. The Pool shall submit a written report a least once per month to each Participant. Such report will indicate: (1) the balance in each Account of a Participant as of the date of such report, (2) yield information, (3) all account activity since the previous report, and (4) other information required by the PFIA.

Section 4.04. Termination.

- (a) A Participant may withdraw all funds from an Account in accordance with the Investment Policies and Operating Procedures. A Participant may cease to be a Participant under this Agreement, with or without cause, by providing written notice to the Pool at least 10 days prior to such termination.

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

- (b) The Board may terminate a Participant's participation in this Agreement upon at least 30 days' notice if Texas law changes so that such Participant is no longer entitled to join in an eligible public funds investment pool under PFIA, the Interlocal Act, or other applicable law.
- (c) Upon the vote of a majority of its full membership, the Board may order the termination of this Agreement by directing that all outstanding operating expenses of the Pool be paid and remaining assets of the Pool be distributed to Participants in accordance with their respective pro rata interests.

ARTICLE V

Pool Assets

Section 5.01. Investments. Pool assets shall be invested and reinvested by the Pool only in Authorized Investments in accordance with the Investment Policies.

Section 5.02. Custody. All money, investments and assets of the Pool shall be held in the possession of the Custodian.

ARTICLE VI

Miscellaneous

Section 6.01. Severability.

- (a) If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provisions contained herein or render the same invalid, inoperative or unenforceable to any extent whatsoever.
- (b) Any participation in this Agreement or transfer of assets to the Pool that is not qualified for any reason shall not terminate this Agreement or the participation of other Participants or otherwise adversely affect the Pool.

Section 6.02. Limitation of Rights. This Agreement does not create any right, title or interest for any person other than the Participants and any person who has a contract to provide services to the Pool, and nothing in or to be implied from this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under this Agreement.

Section 6.03. Execution of Counterparts. This Agreement may be executed in several separate counterparts, including by Additional Party Agreement, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 6.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 6.05. Term. This Agreement shall have an initial term beginning with the effective date set forth below and shall be automatically renewed for one year on such date and each anniversary of such date, except with respect to any Government Entity that may have terminated itself as a Participant or as otherwise provided in Section 4.05.

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

Section 6.06. Notices. Any notices or other information required or permitted to be given hereunder shall be sent: (a) to the Pool as set forth in the Information Statement, and (b) to a Participant as set forth in its application to become a Participant or as otherwise provided by written notice to the Administrator.

Section 6.07. Trust. LOGIC shall be a trust organized and existing under the laws of the State. LOGIC is not intended to be, shall not be deemed to be, and shall not be treated as a general partnership, limited partnership, joint venture, corporation, investment company, or joint stock company. The Participants shall be beneficiaries in LOGIC, and their relationship to the Board shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder. Nothing in this Agreement shall be construed to make the Participants, either by themselves or with the trustees, partners, or members of a joint stock association.

Section 6.08. Entire Agreement; Amendments. This Agreement represents the entire agreement and understanding of the Participants. This Agreement may be amended with the approval of the Board, provided that notice of any such amendment is sent to all Participants at least 60 days prior to the effective date thereof.

* * * * *

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

Originally executed between Fort Bend County and City of Wichita Falls, Texas as of April 4, 1994, and amended by the Board and effective March 1, 1999 and December 4, 2015. The Board hereby acknowledges its duties as Trustee upon the effective date hereof.

* * * * *

Approved and accepted:

The Board of Directors, Local Government Investment Cooperative

By: /s/ Phil Roberson
President

Date: December 4, 2015

Local Government Investment Cooperative (LOGIC)
Participation Agreement and Trust Instrument

Additional Party Agreement

The Government Entity of the State of Texas named below, acting by and through the undersigned Authorized Representative, hereby agrees to become a party to that certain Participation Agreement and Trust Instrument to which this page is attached, and thereby become a Participant in the Local Government Investment Cooperative, subject to all of the terms and provisions of such Agreement. The undersigned hereby represents that it is a Government Entity as defined in such Agreement.

Executed this 26th day of February, 2024.

Name of Government Entity City of Navasota

OFFICIAL SEAL OF APPLICANT
Required Below

By: _____
Authorized Representative

Maribel Frank, CFO

Printed Name and Title

Attest: _____
Authorized Representative

Susan B. Homeyer, City Secretary

Printed Name and Title

Approved and accepted:

LOCAL GOVERNMENT INVESTMENT COOPERATIVE {LOGIC}

By: **HILLTOP SECURITIES INC.**
Participant Services Administrator

By: _____ Date: _____

Authorized Signer



BANK INSTRUCTION FORM

PLEASE SELECT ONE OF THE FOLLOWING:

- ☐ NEW ACCOUNT: NAME _____
- ☐ CHANGE EXISTING ACCT: _____
- ☐ APPLY CHANGE TO ALL ACCOUNTS

EFFECTIVE DATE: _____

PARTICIPANT NAME: _____

ACCOUNT NUMBER: _____

Add Bank Instruction:

PLEASE INDICATE IF THIS WILL BE THE ☐ PRIMARY BANK INSTRUCTION OR ☐ ADDITIONAL BANK INSTRUCTION

SELECT ONE OF THE FOLLOWING ☐ WIRE AND ACH ☐ WIRE ONLY ☐ ACH ONLY

Bank Name: _____ City: _____

Bank ABA Number (9 digits): _____ Bank ABA for ACH (if different) (9 digits): _____

Bank Account Number: _____ Bank Account Name: _____

Correspondent Bank Name (if any): _____

Correspondent Bank ABA Number: _____ Account Number: _____

Delete Bank Instruction:

PLEASE INDICATE IF THIS WILL BE THE ☐ PRIMARY BANK INSTRUCTION OR ☐ ADDITIONAL BANK INSTRUCTION

SELECT ONE OF THE FOLLOWING ☐ WIRE AND ACH ☐ WIRE ONLY ☐ ACH ONLY

Bank Name: _____ City: _____

Bank ABA Number (9 digits): _____ Bank ABA for ACH (if different) (9 digits): _____

Bank Account Number: _____ Bank Account Name: _____

Correspondent Bank Name (if any): _____

Correspondent Bank ABA Number: _____ Account Number: _____

** If ACH availability is selected, I hereby authorize JPMorgan Chase Bank, N.A. to directly deposit and withdraw funds by means of ACH electronic transfer to and from the financial institution and the account designated above ("Designated Account"). I agree that this authorization may be withdrawn with at least 45-days advance written notice to LOGIC Participant Services. I understand that the LOGIC reserves the right to discontinue ACH electronic transfer without advance notice. I also authorize JPMorgan Chase Bank, N.A. to deduct from the Designated Account or from subsequent deposits made to the Designated Account all amounts deposited in error. I authorize JPMorgan Chase Bank, N.A. to credit all amounts withdrawn in error to Designated Account.*

NOTE: This authorization must be executed by two current Authorized Representatives of the Participant on file with LOGIC.
As a current Authorized Representative, I certify that the above information is both true and correct.

Authorized Representative Signature

Printed Name

Title

Date

Authorized Representative Signature

Printed Name

Title

Date

Please complete this form either all typed or all handwritten. Forms with alterations (i.e. white out, mark out, etc.) will **NOT** be accepted.

LOGIC Representative will call to verify instructions and USER ID with both Authorized Representatives.

LOGIC Participant Services

Email forms to: logic@hilltopsecurities.com

Phone: 800.895.6442 * Fax: 214.953.8878



REQUEST FOR CITY COUNCIL AGENDA ITEM #6

Agenda Date Requested: <u>February 26, 2024</u>
Requested By: <u>Lupe Diosdado, Director</u>
Department: <u>Development Services</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance

Exhibits: ROW closure Application, Ordinance No. 1039-24, and Survey

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

AGENDA ITEM #6

Consideration and possible action on the second reading of Ordinance No. 1039-24, closing a thirty-three (33') foot portion of Horlock Avenue right-of-way within Block 1 of the Felder Addition located at 1210 Kettler Street, Navasota, Grimes County, Texas.

SUMMARY & RECOMMENDATION

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

On February 12, 2024, City Council approved the first reading of Ordinance No. 1039-24 closing the 33' portion of Horlock Avenue right-of-way. Therefore, staff is recommending the Council approve the second reading of Ordinance No. 1039-24.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny the second reading of Ordinance No. 1039-24, closing a thirty-three (33') foot portion of Horlock Avenue right-of-way within Block 1 of the Felder Addition located at 1210 Kettler Street, Navasota, Grimes County, Texas.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

2/21/24

Date

LEGEND

- CONCRETE
- WATER METER
- PROPANE TANK
- ELECTRIC METER
- TELE-FIBER BOX
- GUY WIRE
- POWER POLE
- AERIAL ELECTRIC LINE
- FENCE



SCALE: 1" = 30'

BASIS OF BEARINGS & DISTANCES
GRID NORTH, STATE PLANE COORDINATE SYSTEM
OF 1983, CENTRAL ZONE, LEICA RTK NETWORK

DANIEL ARNOLD SURVEY A-2

NOTES:

- 1) ALL DEED REFERENCES ARE OF THE REAL PROPERTY RECORDS OF GRIMES COUNTY, TEXAS.
- 2) THE SIGNATURE & SEAL AFFIXED HEREON ARE CERTIFIED TO GREG BACKHUS.
- 3) © 2023 BY WISNOSKI LAND SURVEYING LLC. ALL RIGHTS RESERVED.
- 4) THE SUBJECT TRACT DOES NOT APPEAR TO BE LOCATED WITHIN ZONE "A" OF FEMA'S FIRM NO. 48185C 0340C WITH AN EFFECTIVE DATE OF APRIL 3, 2012.
- 5) ALL DISTANCES AND AREAS ARE GRID AND CAN BE CONVERTED TO SURFACE BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999 933 503 43.

SITUATED IN GRIMES COUNTY, TEXAS, OUT OF THE DANIEL ARNOLD SURVEY, ABSTRACT NO. 2 & BEING A PORTION OF HORLOCK AVENUE ADJACENT TO BLOCK I OF THE FELDER ADDITION LOCATED IN THE CITY OF NAVASOTA ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 37, PAGE 516 OF THE REAL PROPERTY RECORDS OF GRIMES COUNTY, TEXAS.

CLIENT: GREG BACKHUS

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Catagory 1B Condition II Survey.

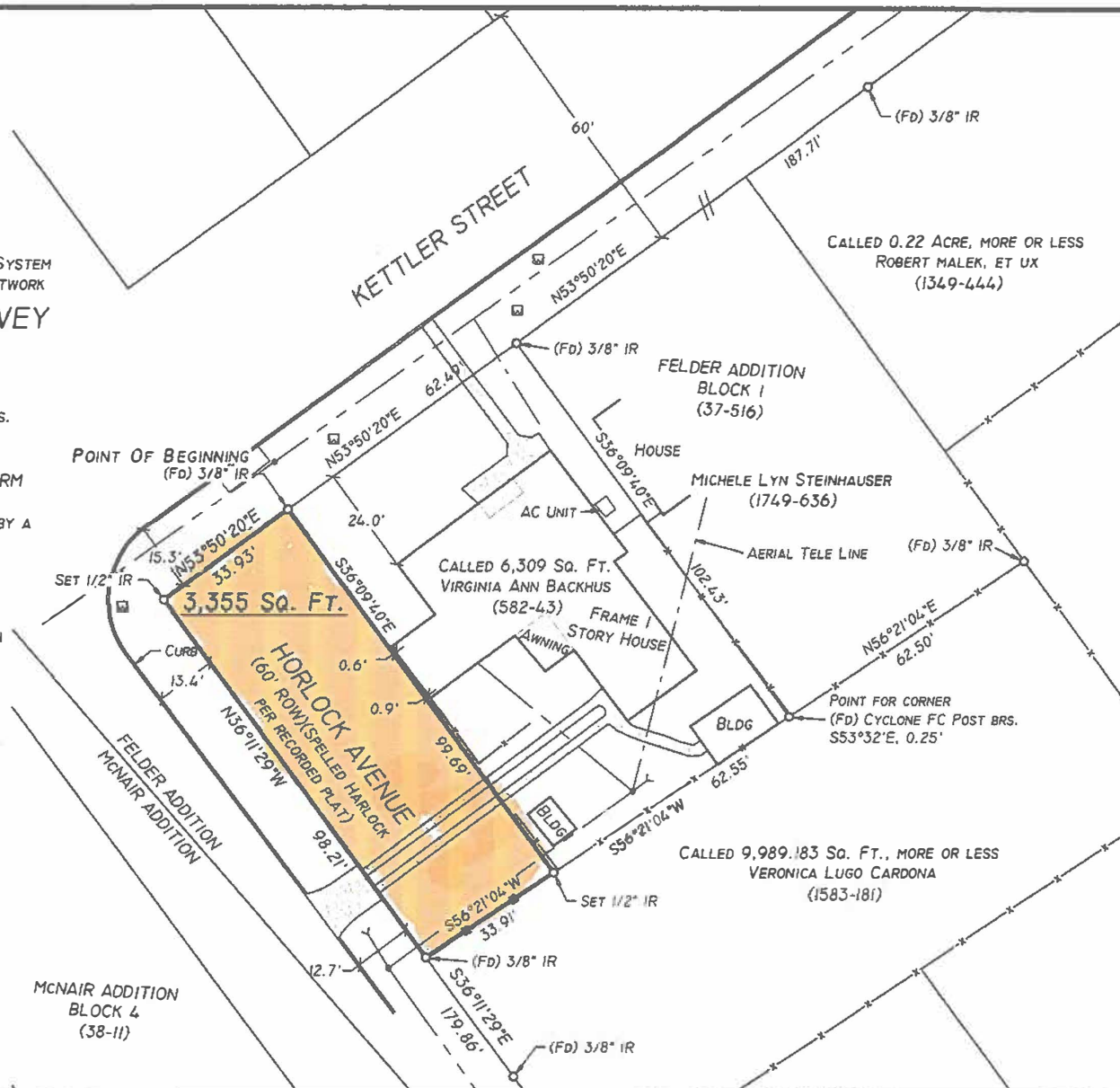
Steven M. Wisnoski
R.P.L.S. 6006

Date: November 11, 2023



Wisnoski Land Surveying LLC
PO Box 1744
Navasota, Texas 77868
936-870-7100
TBPELS Firm #: 10085300 ©

Job #:
2023-11-02-01



METES AND BOUNDS DESCRIPTION
of a
3,355 Sq. Ft. Tract
Daniel Arnold Survey, A-2, Grimes County, Texas
November 11, 2023

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

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

THENCE S 36°09'40" E, 99.69 ft., along the Northeast ROW of Horlock Avenue, the Southwest line of said 6,309 sq. ft. Backhus tract (582/43) and a Southwest line of Block 1, Felder Addition, to a set 1/2 inch iron rod for the Westerly Southwest corner thereof, the Southwest corner of said Backhus tract, the Southeast corner of the tract of land herein described and same being in the generally fenced and Northwest line of a called 9,989.183 sq. ft. tract, more or less, as described in a Deed to Veronica Lugo Cardona (1583/181), from which a found 3/8 inch iron rod for the Northerly or Northeast corner of said 9,989.183 sq. ft. tract brs. N 56°21'04" E, 125.05 ft.;

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

THENCE N 36°11'29" W, 98.21 ft., crossing into Horlock Avenue to a set 1/2 inch iron rod for the Northwest corner of the tract of land herein described located in the Southeast ROW of Kettler Street;

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

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



Steven M. Wisnoski November 11, 2023
Registered Professional Land Surveyor
State of Texas No. 6006
Job #: 2023-11-02-01



ORDINANCE NO. 1039-24

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

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

PART 1: That the following described portion of a Public Right of Way, as described on Exhibit "A", attached hereto and made a part of this ordinance for all purposes, be, and the same is hereby **ABANDONED, VACATED, and CLOSED** insofar as the right, title or easement of the public is concerned.

PART 2: That said portion of a Public Right of Way is not needed for public purposes and it is in the public interest of the City of Navasota, Texas, to abandon said described portion of a Public Right of Way.

PART 3: That the City hereby reserves all public utility easements located within that portion of the Public Right of Way so abandoned.

PART 4: That all right, title, and interest in the oil, gas, and other minerals in, on, under, and that may be produced from portion of Public Right of Way be reserved by and to the benefit of the City.

PART 5: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tracts of land described in Part 1 of this Ordinance, and shall be construed only to that interest the governing body of the City of Navasota may legally and lawfully abandon, and excepting therefrom the reservations in favor of the City note herein.

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

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**PASSED ON SECOND READING THIS THE 26TH DAY OF FEBRUARY,
2024.**

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

Exhibit "A"

LEGEND	
	CONCRETE
	WATER METER
	PROPANE TANK
	ELECTRIC METER
	TELE-FIBER BOX
	GUY WIRE
	POWER POLE
	AERIAL ELECTRIC LINE
	FENCE



SCALE: 1" = 30'
BASIS OF BEARINGS & DISTANCES
GRID NORTH, STATE PLANE COORDINATE SYSTEM
OF 1983, CENTRAL ZONE, LEICA RTK NETWORK

DANIEL ARNOLD SURVEY A-2

NOTES:

- 1) ALL DEED REFERENCES ARE OF THE REAL PROPERTY RECORDS OF GRIMES COUNTY, TEXAS.
- 2) THE SIGNATURE & SEAL AFFIXED HEREON ARE CERTIFIED TO GREG BACKHUS.
- 3) © 2023 BY WISNOSKI LAND SURVEYING LLC. ALL RIGHTS RESERVED.
- 4) THE SUBJECT TRACT DOES NOT APPEAR TO BE LOCATED WITHIN ZONE "A" OF FEMA'S FIRM NO. 48185C 0340C WITH AN EFFECTIVE DATE OF APRIL 3, 2012.
- 5) ALL DISTANCES AND AREAS ARE GRID AND CAN BE CONVERTED TO SURFACE BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999 933 503 43.

SITUATED IN GRIMES COUNTY, TEXAS, OUT OF THE DANIEL ARNOLD SURVEY, ABSTRACT NO. 2 & BEING A PORTION OF HORLOCK AVENUE ADJACENT TO BLOCK I OF THE FELDER ADDITION LOCATED IN THE CITY OF NAVASOTA ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 37, PAGE 516 OF THE REAL PROPERTY RECORDS OF GRIMES COUNTY, TEXAS.

CLIENT: GREG BACKHUS

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B Condition II Survey.

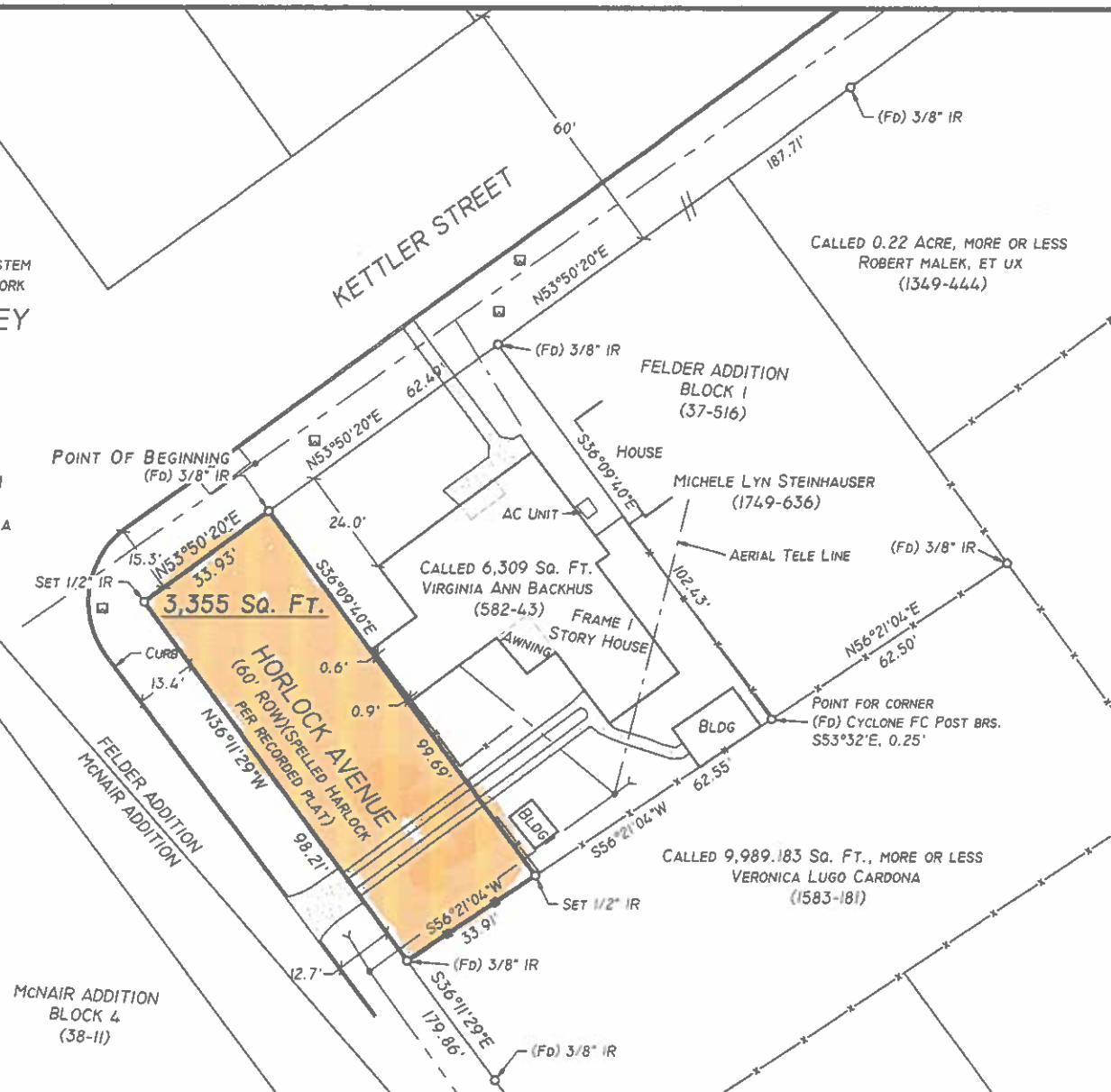
Steven M. Wisnoski
R.P.L.S. 6006

Date: November 11, 2023



Wisnoski Land Surveying LLC
PO Box 1744
Navasota, Texas 77868
936-870-7100
TBPELS Firm #: 10085300 ©

Job #:
2023-11-02-01



METES AND BOUNDS DESCRIPTION
of a
3,355 Sq. Ft. Tract
Daniel Arnold Survey, A-2, Grimes County, Texas
November 11, 2023

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

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

THENCE S 36°09'40" E, 99.69 ft., along the Northeast ROW of Horlock Avenue, the Southwest line of said 6,309 sq. ft. Backhus tract (582/43) and a Southwest line of Block 1, Felder Addition, to a set 1/2 inch iron rod for the Westerly Southwest corner thereof, the Southwest corner of said Backhus tract, the Southeast corner of the tract of land herein described and same being in the generally fenced and Northwest line of a called 9,989.183 sq. ft. tract, more or less, as described in a Deed to Veronica Lugo Cardona (1583/181), from which a found 3/8 inch iron rod for the Northerly or Northeast corner of said 9,989.183 sq. ft. tract brs. N 56°21'04" E, 125.05 ft.;

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

THENCE N 36°11'29" W, 98.21 ft., crossing into Horlock Avenue to a set 1/2 inch iron rod for the Northwest corner of the tract of land herein described located in the Southeast ROW of Kettler Street;

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

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



Steven M. Wisnoski November 11, 2023
Registered Professional Land Surveyor
State of Texas No. 6006
Job #: 2023-11-02-01



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

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

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

(a) Name: NONE

Address: _____

Why consent not obtained:

(b) Name:

Address:

Why consent not obtained:

(c) Name:

Address:

Why consent not obtained:

(d) Name:

Address:

Why consent not obtained:

6. Attached, marked Exhibit 5, are copies of recorded deeds or a title check performed by a title company showing current ownership of all property contiguous to the area proposed to be abandoned.
7. Such street or public ROW should be vacated because:
THE OWNERS OF 1210 KETTLER WERE UNAWARE SUCH ROW EXIST.
THE PROPERTY HAS BEEN MAINTAINED AND USED BY THE OWNERS AS THE FAMILY YARD.
8. Such street or public ROW has been and is being used as follows:
FAMILY YARD SINCE 1976 AND BEFORE THAT BY PREVIOUS OWNER.

GREG BACKHUS

Jeff Backhus

Applicant

Address:

P.O. Box 374 ANDERSON TX 77830

P.O. Box 310 Anderson Tx 77830

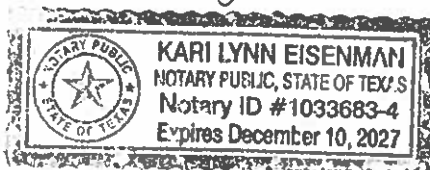
THE STATE OF TEXAS

§

COUNTY OF GRIMES

§

This instrument was acknowledged before me this 10 day of January 2024 by Greg and Jeff Backhus



Kari Lynn Eisenman
Notary Public, State of Texas

Exhibit 2

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

LEGEND	
	CONCRETE
	WATER METER
	PROPANE TANK
	ELECTRIC METER
	TELE-FIBER BOX
	GUY WIRE
	POWER POLE
	AERIAL ELECTRIC LINE
	FENCE



SCALE: 1" = 30'

BASIS OF BEARINGS & DISTANCES
GRID NORTH, STATE PLANE COORDINATE SYSTEM
OF 1983, CENTRAL ZONE, LEICA RTK NETWORK

DANIEL ARNOLD SURVEY A-2

NOTES:

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- 2) THE SIGNATURE & SEAL AFFIXED HEREON ARE CERTIFIED TO GREG BACKHUS.
- 3) © 2023 BY WISNOSKI LAND SURVEYING LLC. ALL RIGHTS RESERVED.
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- 5) ALL DISTANCES AND AREAS ARE GRID AND CAN BE CONVERTED TO SURFACE BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999 933 503 43.

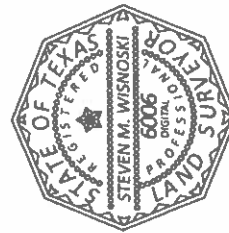
SITUATED IN GRIMES COUNTY, TEXAS, OUT OF THE DANIEL ARNOLD SURVEY, ABSTRACT NO. 2 & BEING A PORTION OF HORLOCK AVENUE ADJACENT TO BLOCK 1 OF THE FELDER ADDITION LOCATED IN THE CITY OF NAVASOTA ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 37, PAGE 516 OF THE REAL PROPERTY RECORDS OF GRIMES COUNTY, TEXAS.

CLIENT: GREG BACKHUS

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 18 Condition II Survey.

Steven M. Wisnoski

Steven M. Wisnoski
R.P.L.S. 6006
Date: November 11, 2023



Wisnoski Land Surveying LLC
PO Box 1744
Navasota, Texas 77868
936-870-7100
TBPELS Firm #: 10085300 ©

Job #:
2023-II-02-01



METES AND BOUNDS DESCRIPTION
of a
3,355 Sq. Ft. Tract
Daniel Arnold Survey, A-2, Grimes County, Texas
November 11, 2023

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THENCE S 36°09'40" E, 99.69 ft., along the Northeast ROW of Horlock Avenue, the Southwest line of said 6,309 sq. ft. Backhus tract (582/43) and a Southwest line of Block 1, Felder Addition, to a set 1/2 inch iron rod for the Westerly Southwest corner thereof, the Southwest corner of said Backhus tract, the Southeast corner of the tract of land herein described and same being in the generally fenced and Northwest line of a called 9,989.183 sq. ft. tract, more or less, as described in a Deed to Veronica Lugo Cardona (1583/181), from which a found 3/8 inch iron rod for the Northerly or Northeast corner of said 9,989.183 sq. ft. tract brs. N 56°21'04" E, 125.05 ft.;

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



Steven M. Wisnoski November 11, 2023
Registered Professional Land Surveyor
State of Texas No. 6006
Job #: 2023-11-02-01



Exhibit 3

Consent of the public utilities

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

ENTERGY

RE: Abandoned ROW Navasota

From: Meekins, Blair (bmeekin@entergy.com)
To: greg59378@aol.com
Date: Tuesday, December 5, 2023 at 02:57 PM CST

Entergy has no issue with the area mentioned, our facilities will not be affected.

From: Greg Backhus <greg59378@aol.com>
Sent: Tuesday, December 5, 2023 1:56 PM
To: Meekins, Blair <bmeekin@entergy.com>
Subject: Re: Abandoned ROW Navasota

Yes just tell me when.

On Tuesday, December 5, 2023 at 01:55:07 PM CST, Meekins, Blair <bmeekin@entergy.com> wrote:

Can I meet someone over there, so you can show me what it is you are requesting?

From: Greg Backhus <greg59378@aol.com>
Sent: Tuesday, December 5, 2023 1:47 PM
To: Meekins, Blair <bmeekin@entergy.com>
Subject: Re: Abandoned ROW Navasota

Just following up on the consent.

On Friday, December 1, 2023 at 11:47:46 AM CST, Greg Backhus <greg59378@aol.com> wrote:

No.

On Friday, December 1, 2023 at 11:42:32 AM CST, Meekins, Blair <bmeekin@entergy.com> wrote:

ENTERGY

So do we need to relocate our facilities?

From: Greg Backhus <greg59378@aol.com>
Sent: Friday, December 1, 2023 11:25 AM
To: Meekins, Blair <bmeekin@entergy.com>
Subject: Re: Abandoned ROW Navasota

You don't often get email from greg59378@aol.com. [Learn why this is important](#)

There is power lines that services the house.

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

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

From: Greg Backhus <greg59378@aol.com>
Sent: Friday, December 1, 2023 10:02 AM
To: Meekins, Blair <bmeekin@entergy.com>
Subject: Abandoned ROW Navasota

You don't often get email from greg59378@aol.com. [Learn why this is important](#)

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

Good morning,

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

Thank you.

Jeff and Greg Backhus

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

Cable CO.

RE: External E-mail - Abandoned ROW Navasota

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

To: greg59378@aol.com

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

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

Carol Picard

Suddenlink™

An Altice Company

Construction Ops Lead

Bastrop, Brenham, Bryan, Caldwell, College Station, Navasota, Prairie View, & Rockdale, TX Areas

Cell 979-807-4224

Carol.Picard@AlticeUSA.com

optimum.

From: Greg Backhus <greg59378@aol.com>

Sent: Friday, December 1, 2023 9:47 AM

To: Carol Picard <Carol.Picard@alticeusa.com>

Subject: External E-mail - Abandoned ROW Navasota

[External Email]

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

Good morning.

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

Thank you.

Jeff and Greg Backhus.

Telecom / Interact

No Facilities: Abandoned ROW Navasota Texas

From: Martin, Philip P (philip.p.martin@lumen.com)
To: greg59378@aol.com
Cc: relocations@brightspeed.com
Date: Thursday, December 14, 2023 at 09:09 AM CST

Date: 12/8/2023

Attn: Jeff and Greg Backhus

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

- **LUMEN does not have facilities within your proposed construction area.**

Please contact your [State One Call](#) prior to construction.

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

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

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

Thank you for your cooperation!

The LUMEN logo features the word "LUMEN" in a bold, sans-serif font. The letter "U" is stylized with a blue horizontal bar above it. A registered trademark symbol (®) is located to the upper right of the "N".

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

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

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

Good Morning.

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

Thank you.

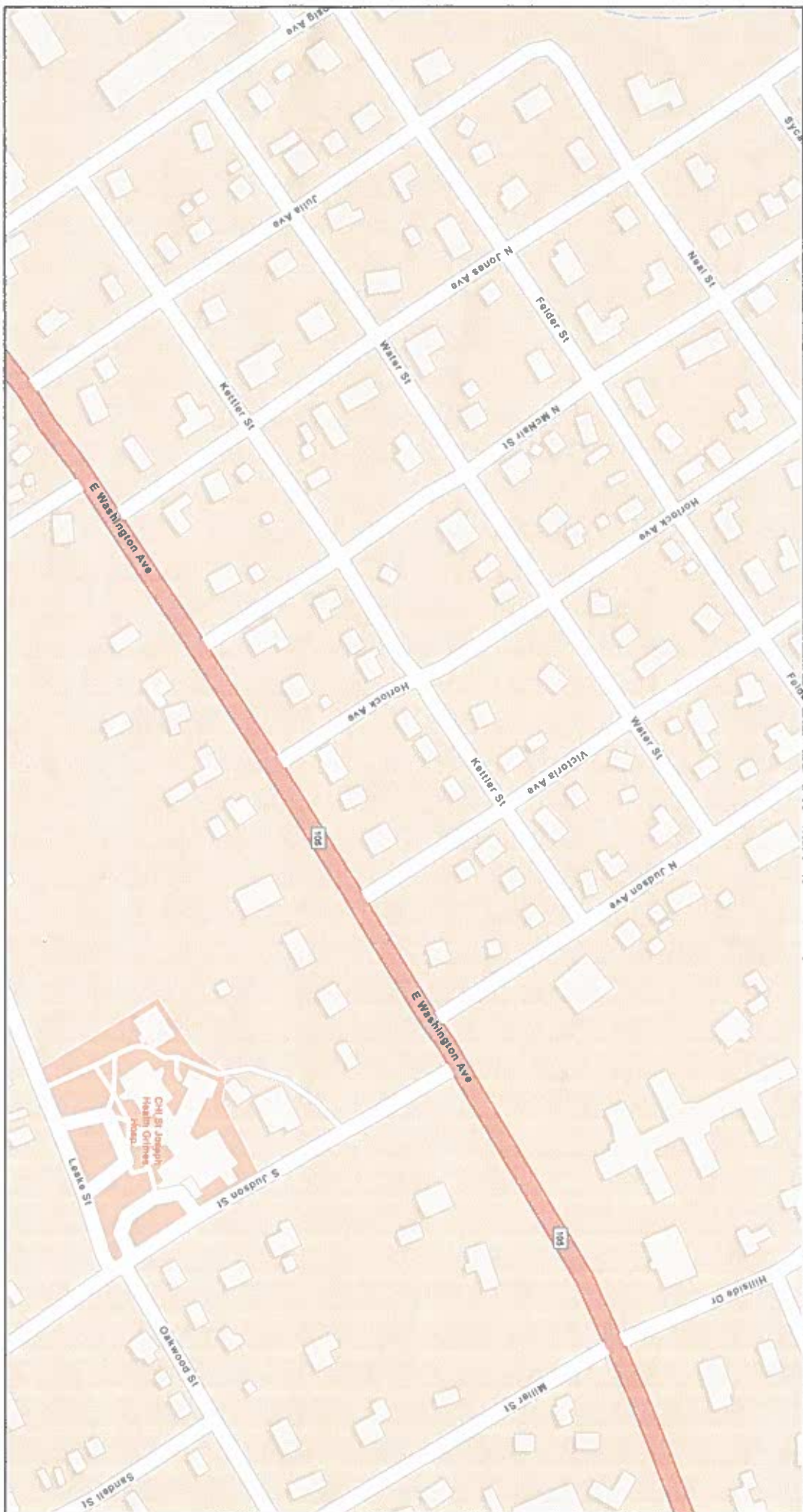
Jeff and Greg Backhus

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

 Utility Map.pdf
821.5kB

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

LUMEN Relocate Utility Map



12/14/2023, 8:53:56 AM

© map data Lumen © 1992 - 2023 TomTom
Earl Community Maps Contributors, Baylor University, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Earl, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METANASA, USGS, EPA, NPS, US Census Bureau, USDA

Exhibit 4

Consent of abutting property owners

1. Name: Veronica Hugo
Address: 102 N Horlock St Navasota, TX 77868
2. Name: GREG BACKHUS
Address: 1210 KETTLER NAVASOTA TX.
3. Name: _____
Address: _____
4. Name: _____
Address: _____
5. Name: _____
Address: _____
6. Name: _____
Address: _____
7. Name: _____
Address: _____
8. Name: _____
Address: _____
9. Name: _____
Address: _____
10. Name: _____
Address: _____

Exhibit 5

Attached deeds/title check showing ownership of the property

VOL 581 PAGE 187
93242

DEED OF TRUST

THE STATE OF TEXAS
COUNTY OF GRIMES

} KNOW ALL MEN BY THESE PRESENTS:

That I, VIRGINIA ANN BACKHUS

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

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

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

This conveyance, however, is made in TRUST to secure payment of one promissory note _____ of even date herewith in the principal sum ~~of~~ as stated in said note

_____ Dollars (\$ _____)

executed by Grantors, payable to the order of Henry LaVerne Backhus

in the City of Navasota Grimes County, Texas, as follow, to-wit:

as in said note provided; reference to which is here made for all pertinent purposes.

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

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

Grantors covenant and agree as follows:

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

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

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

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

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

That in the event of default in the payment of any installment, principal or interest, of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed property, then subject to the lien hereof, and mailing and filing notices as required by section 51.002, Texas Property Code, as then amended (successor to article 3810, Texas Revised Civil Statutes), and otherwise complying with that statute, the Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notices on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser or Purchasers, with general warranty binding Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five percent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note and all other indebtedness secured hereby, rendering the balance of the sales price, if any, to Grantors, their heirs or assigns; and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns.

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

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

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

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

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

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

*Nothing provided herein shall be construed as relieving, releasing, discharging or otherwise waiving Beneficiary's duties, and obligations, and liabilities under the Decree of Divorce dated December 15, 1986, in Cause No. 25,173, "IN THE MATTER OF THE MARRIAGE OF HENRY LAVERNE BACKHUS AND VIRGINIA ANN BACKHUS", and the in the ~~278th~~ 278th District Court of Grimes County, Texas, and the promissory note dated June 22, 1976, payable *** (cont'd below)*

~~278th~~ 278th District Court of Grimes County, Texas,
and the promissory note dated June 22, 1976, payable ***
(cont'd below)

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

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

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

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

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

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

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

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

EXECUTED this

15th

day of

December

A. D. 19 86.

Virginia Ann Backhaus
VIRGINIA ANN BACKHAUS

Mailing address of trustee:

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

Mailing address of each beneficiary:

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

Name:
Address:

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF GRIMES }

This instrument was acknowledged before me on the
by VIRGINIA ANN BACKHUS

15th day of December, 19 86.



Sarah Ryan
Notary Public, State of Texas
Notary's name (printed): Sarah Ryan
Notary's commission expires: 9-22-89

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF }

This instrument was acknowledged before me on the
by

day of , 19

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

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS }
COUNTY OF }

This instrument was acknowledged before me on the
by
of
a
corporation, on behalf of said corporation.

day of , 19

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

Notary's commission expires:

AFTER RECORDING RETURN TO:

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

PREPARED IN THE LAW OFFICE OF:

EXHIBIT "A" TO DEED OF TRUST

VOL. 581 PAGE 191

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

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

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

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

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

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

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

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

THENCE a deflection angle of 92° 39' to the left and in a northerly direction, 102.4 feet to the place of beginning containing 6309 sq. feet as surveyed by Evans Moody on June 15, 1976.

003242

FILED FOR RECORD

'86 DEC 17 AM 11

TRINSTON HARRIS CO.

GRIMES CO. TEX.

And Res

William H. Betts
P.O. Box 1028
Beaumont, TX 77603

THE STATE OF TEXAS
 COUNTY OF GRIMES

THIS CERTIFIES that the foregoing instrument, with its certificates of authentication was filed for record in my office on the 17th day of December, A. D. 1986 and duly recorded by me on the 17th day of December, A. D. 1986 in Vol. 581, Page 187, of the Real Property records of Grimes County, Texas.



Trinston Harris
 County Clerk, Grimes County, Texas

By Jim Scimone, Deputy

NOTICE

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

VOL 581 PAGE 192
DEED OF TRUST TO SECURE ASSUMPTION

#93243 (WHERE BENEFICIARY IS LIABLE ON NOTE ASSUMED)

THE STATE OF TEXAS
COUNTY OF WASHINGTON

} KNOW ALL MEN BY THESE PRESENTS:

That I, VIRGINIA ANN BACKHUS

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

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

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

This conveyance, however, is made in TRUST for the following purposes:

VOL 581 PAGE 193

WHEREAS, Henry LaVerne Backhus (of P. O. Box 242, Navasota, Texas 77868

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

dated June 22, 1976

executed by Henry LaVerne Backhus, et ux

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

which said note is secured by a Deed of Trust recorded in Volume 69, Page 561
of the Deed of Trust

Records of Grimes County,

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

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

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

Grantors covenant to pay promptly to Beneficiary, without notice or demand, within the time and as provided in the foregoing paragraph, any and all sums that may, under the provisions of the foregoing paragraph, be due Beneficiary.

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

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

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

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

VOL 581 PAGE 194

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

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

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

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

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

EXECUTED this 15th day of December, A.D. 19 86

Virginia Ann Backhus
VIRGINIA ANN BACKHUS

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF GRIMES }

Before me, the undersigned authority, on this day personally appeared VIRGINIA ANN BACKHUS

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

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



Notary Public in and for the State of ~~XXXXX~~ Texas.

My commission expires 9-22-89, 19

(Printed or stamped name of notary) *Sarah Ryan*

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

VOL 581 PAGE 195

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

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

Given under my hand and seal of office on this the day of , A.D. 19

Notary Public in and for County, Texas.
My commission expires, 19

(Printed or stamped name of notary)

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

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

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

Given under my hand and seal of office on this the day of , A.D. 19

Notary Public in and for County, Texas.
My commission expires, 19

(Printed or stamped name of notary)

DEED OF TRUST
TO SECURE ASSUMPTION
(Where Beneficiary is Liable on Note Assumed)

VIRGINA ANN BACKHUS

TO

WILLIAM H. BETTS, JR.

TRUSTEE FOR

HENRY LAVERNE BACKHUS

NOTARY

PREPARED IN THE LAW OFFICE OF:

WILLIAM H. BETTS, JR.
P.O. Box 1028
Brenham, Texas 77833

PLEASE RETURN TO:

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

(Corporate Acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

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

of

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the day of , A.D. 19

Notary Public in and for County, Texas.
My commission expires, 19

(Printed or stamped name of notary)

EXHIBIT "A" TO DEED OF TRUST TO SECURE ASSUMPTION

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

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

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

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

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

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

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

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

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

093243

FILED FOR RECORD AT
'86 DEC 17 AM 11 52

TRINSTON HARRIS CO. CLK.
GRIMES CO. TEX.

Ann Lee

THE STATE OF TEXAS
COUNTY OF GRIMES

THIS CERTIFIES that the foregoing instrument, with its certificates of authentication was filed for record in my office on the 17th day of December, A. D. 1986 and duly recorded by me on the 17th day of December, A. D. 1986 in Vol. 581, Page 192, of the Real Property records of Grimes County, Texas.



Trinston Harris
County Clerk, Grimes County, Texas

By Ima S. S. S., Deputy

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

Applicant:

Name: Jeff Backhus Greg Backhus

Address: P.O. Box 310 PO Box 374

Anderson TX 77830 ANDERSON TX. 77830

Telephone: (936) 825-8581 936-870-7846

Signature:  

Submission Date: 01-10-2024

General Location or Description of Property to be Abandoned: CORNER of HORLOCK AND
KETTER STREETS

The following information must accompany the application:

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



REQUEST FOR CITY COUNCIL AGENDA ITEM #7

<p>Agenda Date Requested: <u>February 26, 2024</u></p> <p>Requested By: <u>Kristin Gauthier, Asst. City Mgr.</u></p> <p>Department: <u>Administration</u></p> <p><input type="radio"/> Report <input checked="" type="radio"/> Resolution <input type="radio"/> Ordinance</p>	<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th colspan="2" style="text-align: center;">Appropriation</th></tr></thead><tbody><tr><td>Source of Funds:</td><td><u>N/A</u></td></tr><tr><td>Account Number:</td><td><u>N/A</u></td></tr><tr><td>Amount Budgeted:</td><td><u>N/A</u></td></tr><tr><td>Amount Requested:</td><td><u>N/A</u></td></tr><tr><td>Budgeted Item:</td><td><input type="radio"/> Yes <input checked="" type="radio"/> No</td></tr></tbody></table>	Appropriation		Source of Funds:	<u>N/A</u>	Account Number:	<u>N/A</u>	Amount Budgeted:	<u>N/A</u>	Amount Requested:	<u>N/A</u>	Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No
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Amount Budgeted:	<u>N/A</u>												
Amount Requested:	<u>N/A</u>												
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No												

Exhibits: Resolution No. 760-24

AGENDA ITEM #7

Consideration and possible action on Resolution No. 760-24, authorizing the submission of an application to the United States Department of Agriculture (USDA) Rural Development for the Community Facilities Direct Loan, Grants, and Guarantee Loans Program and authorize the mayor and city manager to act as the City's executive officer and authorized representative in all matters pertaining to the City's participation in the USDA Rural Development Program.

SUMMARY & RECOMMENDATION

Currently, the Navasota Police Department (NPD) Dispatch division is using consoles that were made in the 1980-1990's. These consoles have eight (8) channel option buttons, for which the radios in the radio room are programmed to a specific channel. The new model consoles are digital touchscreen. If an officer or firefighter leaves the city, they may get on another agency's channel. Rather than the dispatcher having to walk to the radio room (down the hall) and manually change the channel, the dispatcher can change the radio channel from the console.

Our current consoles have mechanical issues, such as the speaker or buttons falling off. Parts for these consoles are obsolete. If parts are needed, our current option is attempting to buy them from eBay or a parts store that has our specific console on a shelf and they can remove the part for our use. Our dispatch consoles have reached the end of their useful life. In fact, earlier this month, one of the Dispatch consoles had to be removed for service due to no available parts.

NPD has a desperate need to replace the Dispatch consoles, especially the one that was placed out of service this month. The new consoles will have a software system to upgrade for call alerts, radio checks, and the ability to identify the officer or

firefighter radio that is keying up (talking). There is the ability to name each radio in the patrol units to the specific patrol unit number, as well as name the officer's radio with their last name. This is a key safety feature, as Dispatch will be able to identify which officer is speaking via the radio identifier and new console. Dispatchers will not have to ask the officer to repeat the unit number. Also, the console package includes a headset for dispatchers so they can hear and speak clearly to the officers or firefighters, versus leaning forward and manually pressing the mic button to speak. For example, a dispatcher can focus on the screen for vehicle returns and read them off while directly focusing on the screen rather than leaning down to the mic and looking up and down constantly to re-read the information from the computer screen.

Police Chief Mize and Fire Chief Katkoski both worked with Motorola to pick one of the newest consoles that will benefit both departments and the dispatch division. Zetron is a well-known brand in the dispatcher community and is backed by Motorola. After getting our first quote in 2022, the price increased 10%, which has increased almost 10% each year. This quote was provided in July 2023 and has been locked in since but will increase again if we cannot verify the purchase.

Representatives from the United States Department of Agriculture (USDA) reached out to the City Manager and Assistant City Manager on February 21, 2024, to discuss grant and loan opportunities via a USDA Rural Development Loan & Grant Program. The Community Facilities Direct Loan, Grants, and Guarantee Loans Program would provide funding to improve, construct, develop, or finance essential community facilities for rural communities such as Navasota for public safety facilities. Therefore, staff recommends City Council approve Resolution No. 760-24 authorizing the submission of an application to the USDA Rural Development for a grant to fund one of the dispatch consoles using the Community Facilities Direct Loan, Grants, and Guarantee Loans Program.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny Resolution No. 760-24 authorizing the submission of an application to the United States Department of Agriculture (USDA) for the Community Facilities Direct Loan, Grants, and Guarantee Loans Program and authorize the mayor and city manager to act as the City's executive officer and authorized representative in all matters pertaining to the City's participation in the USDA Rural Development Program.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

2/21/24

Date

RESOLUTION NO: 760-24

A RESOLUTION OF THE CITY COUNCIL OF NAVASOTA, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE US DEPARTMENT OF AGRICULTURE (USDA) RURAL DEVELOPMENT FOR THE COMMUNITY FACILITIES LOAN AND GRANT PROGRAM; AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE USDA COMMUNITY FACILITIES LOAN AND GRANT PROGRAM.

WHEREAS, The City of Navasota, Texas intends to pursue an application with USDA Rural Development through the Community Facilities Loan and Grant Program to construct and/or purchase dispatch console(s) for the Navasota Dispatch Center;

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

1. That a Community Facilities Loan and Grant Program application is hereby authorized to be filed by the City of Navasota with the USDA Rural Development;
2. That the Mayor and City Manager is authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such loan and/or grant, to include any and all application documents, acceptance of the loan and/or grant assistance when made, and any other documents required to complete the project on behalf of the City;
3. That the City of Navasota agrees to operate the facility under the terms offered in said grant agreement(s).

PASSED AND APPROVED THIS THE 26TH DAY OF FEBRUARY 2024.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY



REQUEST FOR CITY COUNCIL AGENDA ITEM #8

Agenda Date Requested: <u>February 26, 2024</u>	Appropriation
Requested By: <u>Jason Weeks, City Manager</u>	Source of Funds: <u>N/A</u>
Department: <u>Administration</u>	Account Number: <u>N/A</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Draft Facility Use Policy, Current Rental Policy, Navasota Rental Form & Presentation

AGENDA ITEM #8

Consideration and possible action on a new proposed Parks & Recreation Department Facility Use Policy.

SUMMARY & RECOMMENDATION

During the fiscal year 2022-23 budget process, the City Council moved forward with the funding of an additional position as the Parks & Recreation Manager. This position has oversight of all parks, programming, athletic programs, and facility rentals. Additionally, as outlined in the approved Strategic Plan - Goal #3 identifies quality of life measures, with the overall goal of creating, enhancing, and improving program offerings and recreational facilities.

With the addition of a Parks & Recreation Manager in combination with the adoption of the FY 2023-2024 City of Navasota Strategic Plan, the Parks & Recreation Department has identified an area of improvement in the department to enhance programming efforts and lessen financial risk by updating the city's Facility Use Policy.

While the City already has a rental policy in place, the current rental policy and procedures in place do not fully protect the city and its assets from risk if or when an incident occurs. Today, the legal best business practice is to have the responsible party have liability coverage policy on hand. The idea of liability insurance coverage is not to just protect the city, but primarily the responsible party if/when an incident occurs from risk. The insurance policy is needed to protect the responsible party from the financial devastation a legal proceeding could have as well as protecting the city's assets from damage cost.

On November 27, 2023, staff presented a new proposed Parks & Recreation Department Facility Use Policy. Unfortunately, due to time constraints that presentation was postponed until December 12, 2023, to finish the discussions. After further discussions


among staff and Council, the Mayor appointed Councilmembers Pattie Pederson and Josh Fultz to a subcommittee to address some of Council's concerns within the proposed new Facility Use Policy. In January 2024, the subcommittee met with staff twice to revise the Facility Use Policy. Tonight, staff will be presenting the recommended Parks & Recreation Department Facility Use Policy, which has been revised to address the concerns of the Council and the public. Additionally, staff recommends Council make an effective date of April 1, 2024, to allow for publishing of the new policy to the community as well as posting the new policy on the City's website.

The new proposed facility use policy clarifies what an acceptable use of a city facility is, general rules and regulations for the facilities, defines qualifications for certain rate/fee schedules, identifies groups (residents, non-residents, non-profits, etc.), and highlights a standard insurance requirement for all users of city facilities. Additionally, the new facility use policy introduces a "Special Event Permit" that will encourage large gatherings to be well planned, organized, and reviewed closely by staff. This process will not only make these events safer and more enjoyable for the attendees, but help prevent these events from having unsafe practices, getting out of control, and causing chaos as well as possible criminal activity inside/outside the city limits.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny the new proposed Parks & Recreation Department Facility Use Policy with an effective date of April 1, 2024.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

2/22/24

Date

CITY OF NAVASOTA FACILITY USE POLICY

UPDATED 2024



1) PURPOSE AND SCOPE

- a) The City of Navasota has limited facilities that may offer opportunities for public use.
- b) This Facility Use Policy is designed to govern the use of City-owned facilities by the community, community based and other non-profit groups and/or organizations, and state/county offices that are not directly associated with the City of Navasota ("City").
- c) This policy describes the terms, conditions, allowable uses, and user qualifications required for the utilization of Available Facilities.
- d) These standards are intended to facilitate orderly processing of reservation requests and to preserve the non-public forum status of the facilities.

2) INTERPRETATION AND IMPLEMENTATION

- a) The City Manager and/or the City Manager's designee shall have the responsibility to administer and enforce the Facility Use Policy and shall have the authority to deny or terminate the use of a facility if a determination is made that the use does not conform to the requirements of the Facility Use Policy.
- b) The City Manager has the discretion to make changes to the Facility Use Policy and may restrict public access to any meeting rooms, city facilities, or city owned property that the City Manager determines not suitable for holding public events.
- c) At the discretion of the City Manager, the City may waive any requirement of this policy if the result of said waiver would be in the best interest of the City.
- d) The City Manager shall have the final authority to interpret the Facility Use Policy.

3) DEFINITIONS

- Deposit – Money given as a pledge or down payment.
- Event – A large social occasion or activity.
- Facility – Something that is built, installed, or established to serve a particular purpose.
- Fee – A sum paid or charge for a service.
- Meeting – An act or process of coming together.
- Non-Profit – Any Navasota based group that has obtained and provided proof of status as a charitable organization pursuant to Section 501(c)3 of the Internal Revenue Code.
- Non-Resident – A person or family that does not reside within the corporate limits of the City of Navasota.
- Park – An area designed for a specific type of use or recreation.
- Party – A moderately sized social gathering of 65 people or less.
- Property – Something owned or possessed.
- Public Forum – A place or location to exercise free speech and public debate.
- Rate – A charge or price fixed to a ratio, scale, or standard.
- Renter – A financially responsible adult aged 21 years or older who rents a city facility.
- Reservation – An arrangement to have something held for one's use.

- Resident – A person or family that resides within the corporate limits of the City of Navasota.
- Roster – A list containing ALL participants' first and last name, age, physical address, and school they attend (if necessary).
- Security Officer – A person who holds an active Peace Officer or TCOLE Certification **AND** is approved by Navasota Chief of Police
- Special Event – A large social occasion or activity of 66 people or more and may put the general public at risk.

4. GENERAL FACILITY USAGE

- a) Facilities of the City of Navasota are primarily designed to accommodate the programs, activities, and meetings of various City departments, the City Council, and City boards and commissions.
- b) It is intended that these facilities be used to the fullest extent for these primary purposes.
- c) Accordingly, City government functions shall in all cases take precedence over all other activities at any City facility.
- d) Specified meeting rooms, banquet halls, pavilions, parks, etc. in certain City facilities, when not being used by the City, shall be made available to Community Residents, Non-Residents, Community Based and other Non-Profits, and State/County offices.
- e) Each individual, group, or association is subjected to a fee schedule based on qualifications.
- f) The City reserves the right to close the meeting rooms, banquet halls, pavilions, parks, etc. for public use and terminate the limited public forum at any time.

5. GENERAL RULES AND REGULATIONS

For the facilities to be enjoyed by everyone, the following basic rules of good conduct must be observed at all City facilities:

- a) Attendance at meetings will be limited to the capacity of the individual meeting rooms as determined by the City of Navasota Fire Chief.
- b) Seating and/or supplementary furniture are not allowed in corridors outside the meeting rooms.
- c) No Center fixtures, furniture, equipment, or any other property may be moved or relocated.
- d) Groups may only enter and exit the building from the public doors. Doors may not be propped open, and emergency exits cannot be blocked.
- e) City staff will control all heating, air conditioning, lighting, and any other electrical or mechanical system(s) in the building. The applicant shall only make requests to the City staff for any adjustments.
- f) No group or participant may affix, tack, staple, tape, or fix with an adhesive any item to any part of a meeting room, including walls, doors, door frames, window treatments, or woodwork.

- g) Meeting room doors must be closed while conducting meetings during business hours. The conduct of the meeting will be respectable and well governed.
- h) The noise level in the lobby area shall be kept to a minimum.
- i) All arrangements for the Reservation, including but not limited to DJ's, bands, sound systems, tents, caterers, inflatables, and deliveries by agents must be approved through the Parks and Recreation Department. Failure to do so may result in immediate loss of the Reservation, deposit, and associated fees.
- j) Use of the facility must not interfere with the conduct of official City business or be unduly disruptive to others present in the City facility or to adjacent properties.
- k) Non-alcoholic beverages and light refreshments are allowed.
- l) All trash, including food and beverage, created by the user or participants, shall be placed in proper receptacles, and disposed of in outside dumpsters at conclusion of event.
- m) No pets shall be permitted inside the facilities, only service animals are allowed.
- n) Smoking, including e-cigarettes and vaping, is prohibited inside City facilities.
- o) No alcoholic beverages or illegal substances shall be served upon, consumed upon, or brought into the City facility unless approved through Special Event Permit.
- p) No sparklers, open flames, or burning candles are permitted unless approved through Special Event Permit.
- q) No pyrotechnic devices, fireworks, or fog machines are allowed inside the City facility or on City property.
- r) Use of any glitter, confetti, silly string, or streamers is prohibited.
- s) All City facilities shall be left condition that it was found. All tables and chairs must be returned to the original arrangement when the use of the facility is complete.
- t) The Applicant will be responsible for the provision of any specific non-facility Americans with Disabilities Act (ADA) required accommodations.
- u) No Group may consider a City facility its permanent meeting place, use for storage, or use the City facility or Municipal Office Building as its mailing address unless approved by City Manager with an agreement is in place.
- v) All minors, individuals younger than 18 years of age, must be accompanied by an adult, with no more than 10 minors per 1 adult.
- w) Failure to abide by above rules and regulations will be terms for immediate reservation cancelation and forfeiture of ALL paid deposits and associated fees.

6. RESERVATION REGULATIONS

- a) Reservations must be made online or at City Hall during business hours (8A-5P, Monday through Friday) NO LESS THAN 14 DAYS in advance of the event date, and will be taken on a first come, first serve basis. Phone call reservations are prohibited.
- b) Reservation requests made LESS THAN 14 DAYS will be automatically denied.
- c) No reservation is confirmed unless the Renting Party provides any necessary documentation for the event, completes the Rental Agreement Form, acknowledges to the facility use policy and waivers, and ALL fees are paid in full.
- d) Reservations may be made up to 12 months in advance.

- e) Special Event Permit request must be made at least 45 days prior to a scheduled event for Bluebonnet Hall, August Horst Pavilion, Pool, or any Park.
- f) The rental time block stated on the form includes arriving, setting up, decorating, hosting the event, and cleaning up afterwards. The end time reflects when the doors/gates to the facility will be locked.
- g) Renter is prohibited from entering the facility or arriving earlier for setup prior to than the listed start time on the reservation.
- h) If the renter stays past the designated time on their reservation, renter will be charged for \$20 for each minute past end time to the credit card on file.
- i) The City reserves the right to cancel any Reservation in the event of unforeseen circumstances and in the public interest. In such an event, notice of cancellation will be given as early as practicable and the deposit and fees will be promptly refunded.
- j) The Navasota Center is used as a shelter in the event of an emergency (ex: flooding). In such an event, the need for shelter takes priority over a Reservation. The Renting Party will be notified as early as practicable and may either be refunded all fees paid or work with staff to reschedule for a later date.
- k) Requests for date or time change must be made 14 days in advance in writing for regular reservations and 30 days in advance for Special Events Permits. Staff will notify the Renting Party if the request is approved as quickly as possible.

7. PROHIBITED USES

- a) City facilities shall NOT be used for the following:
 - i. Any commercial business, fee-based or promotional activity;
 - ii. Any programs involving the sale, advertising, or promotion of products or services;
 - iii. Any business firms and other for-profit organizations soliciting or selling products or services, regardless of purpose;
 - iv. Any meeting or activity that solicits funds or donations or accepts such from attendees;
 - v. Any political fundraisers, political advocacy, or other partisan political meetings, rallies, or campaign activities/events;
 - vi. Any meeting whose noise levels will interfere with other reserved activities in adjacent rooms/properties;
 - vii. Any groups that will have participants in excess of the occupancy limit;
 - viii. Any illegal activity;
 - ix. Any purposes contrary to federal, state, or local law;
 - x. Any activity not consistent with the general business purpose of the building;
 - xi. Any other use that deviates from the City of Navasota's mission statement, vision statement, and/or core values.

8. DEPOSITS AND FEES

- a) Deposits are REQUIRED to be paid in full for ALL reservations at the time of request with a credit card on file.

- b) Deposits will be used to reserve time slot in city recreation software and will be applied to the cost of any damage occurred during rental and/or any unnecessary cleaning by city staff should the Renter fail to return the rented facility to its original state.
- c) Any damage to the Renting Facility in excess of the paid Deposit is the personal responsibility of the Renting Party and will be charged directly to the Renter.
- d) Deposits may not be rolled over to secure future reservations.
- e) All fees for a Reservation must be paid in full 14 days prior to the event. Failure to pay the remaining balance by that time cancels the Reservation and forfeits the deposit.
- f) Fees and deposits are subject to change without notice.
- g) Forfeiture of deposit will result for any parties that fail to adhere to the facility use policy, include alcohol on the premises without stating it on the Special Events Permit, or for parties where alcohol is consumed outside of the time frame stated on the form.
- h) In the event the violating party violates any provision of this policy, the renting party will also lose privileges to rent any city facility in the future.

9. RENTAL RATES

- a) Rental rates differ based on residency, non-profit status, event type, etc.
 - b) Rental rates are increased after business hours, on weekends, and holidays (if applicable).
 - c) Rental rates are subject to change without notice.
 - d) Renter is the responsible party, MUST be in attendance at the event, and is the onsite contact.
 - e) A person must be 21 years of age or older to rent a city facility.
- i. **Resident:**
 - a. A Resident is defined as a person or family that resides within the corporate limits of the City of Navasota.
 - b. To receive the Navasota resident rental rate, proof of Navasota residency is required (e.g., a current government-issued ID or utility bill with a Navasota address).
 - c. Renter is the responsible party, MUST be in attendance at the event, and is the onsite contact.
 - d. A person must be 21 years of age or older to rent a city facility.
 - ii. **Non-Resident:**
 - a. A Non-resident is a person or family that does not reside within the corporate limits of the City of Navasota.
 - b. A Non-Resident could have a Navasota address and still be considered a non-resident.
 - c. Non-residents are subject to the non-resident rate.

iii. Non-Profit:

- a. Navasota based non-profits are defined as any Navasota based group that has obtained and provided proof of status as a charitable organization pursuant to Section 501(c)3 of the Internal Revenue Code.
- b. During regular building operating hours (8am-5pm Monday – Friday), Navasota non-profit groups are charged 50% of the rental fee and are required to pay the room deposit for each time the facility is used.
- c. ALL Navasota non-profit groups are subject to pay the full rental fee and deposit after operating hours (5pm – 10pm Monday – Friday and Weekends/Holidays).
- d. Navasota non-profits must provide a membership roster showing at least 51% of its members being Navasota residents.
- e. ALL other non-profits not based in Navasota will pay rental fees and deposits based on Non-Resident fee.

10. CANCELATIONS

- a) Cancellations must be made in writing (e.g., e-mail) no less than 14 days in advance of the Reservation in order to receive a full refund of all paid fees and deposits.
- a) Less than 14 days' notice will result in a loss of any paid rental fees and deposit.
- b) The City reserves the right to cancel any Reservation in the event of unforeseen circumstances and in the public interest. In such an event, notice of cancellation will be given as early as practicable and the deposit and fees will be promptly refunded.

11. REFUNDS

- a) The Deposit will be refunded to the Renter to the credit card on file as long as all policies are upheld, and no fees accrued.

12. ATHLETIC FIELDS AND FACILITIES

- a) Athletics fields and facilities (Navasota Municipal Pool, Manley Ball Fields, Logan Sechelski Fields, August Horst Baseball Fields, August Horst Football Field) are available for use by the general public during normal business and/or operating hours.
- b) Athletics fields and facilities may also be reserved for exclusive seasonal use by Navasota based Youth or Adult Non-Profit sports organizations and have priority over general public rentals.
- c) Athletic fields and facilities deposits, rates, and fees are subject to change at any time.
- d) Any scheduled tournament, game, practice, etc. exceeding 100 or more visitors is subject to a Special Event Permit Request and associated cost unless waived by the City Manager.
- e) **ATHLETIC FIELDS AND FACILITY RENTALS MAY BE DECLINED OR CANCELED AT ANYTIME IF IT DEVIATES FROM THE CITY OF NAVASOTA'S MISSION STATEMENT, VISION STATEMENT, AND/OR CORE VALUES.**

13. SPECIAL EVENT PERMIT REQUIREMENTS

- a) A Special Event Permit request is **REQUIRED** when any of the following occur:
 - i. Any event or reservation containing 66 people or more;
 - ii. Use of Bluebonnet Hall, August Horst Pavilion, or Municipal Pool;
 - iii. Use of ANY city park or city owned property;
 - iv. Event will be used as a fundraiser or advertised to the public;
 - v. Interferes with the normal flow or regulation of pedestrian or vehicular traffic (e.g., Parades, Runs, Walks, Block Parties, etc.);
 - vi. Public safety may be at risk (Alcohol present, Security required, etc.)
- b) A Special Event Permit request is **NOT** required for any of the following:
 - i. A private event on a residential property that has no more than 100 guests, is contained on property lines of host, adequate parking is provided, not advertised to the public, and follows the noise ordinance;
 - ii. Funeral Processions.
- c) Special Event Permit request **MUST** be submitted at least 45 days prior to the event date request with an attached \$100 non-refundable application fee.
- d) The application fee will be in addition to any facility security deposits and associated fees with any City facility or property usage.
- e) Special Event Permits will be approved/disapproved pending compliance and noted concerns within 14 days of request submission.
- f) Applicants may appeal denial to the City Manager ONE time with submission of required additional documentation within 14 days of denial notice.
- g) A person must be 21 years of age or older to rent a city facility.
- h) **SPECIAL EVENT PERMITS MAY BE DECLINED AT ANYTIME IF IT DEVIATES FROM THE CITY OF NAVASOTA'S MISSION STATEMENT, VISION STATEMENT, AND/OR CORE VALUES.**

14. SECURITY REQUIREMENTS

- a) At least one Security Officer is **REQUIRED** at ALL events that need a Special Events Permit.
- b) A Security Officer is defined as a person who holds an active Peace Officer or TCOLE Certification AND approved by the Navasota Chief of Police.
- c) Hired security officer(s) that are NOT a current Navasota Police Department Officer are required to notify and be approved by Navasota Chief of Police within 14 days of event being worked within city limits.
- d) Rates for security start at \$50 an hour and are subject to price increases with total amount of people present, alcohol present, assumed risk level, etc.
- e) Renter is responsible for ALL cost of security and any increased rates depending on the nature of their reservation as determined by Navasota Chief of Police.
- f) Security Ratio is 1 officer: 100 people (e.g. event with 101 people will require at least 2 officers minimum)

- g) RENTERS WILL BE CHARGED FOR A MINIMUM 2 HOURS IF SECURITY IS NEEDED.**

15. INSURANCE REQUIRMENTS FOR ARRANGEMENTS

- a) ALL renters using 3rd party vendor(s) (ex. Inflatables, DJ with amplified sound equipment, Caterers, etc.) during their rental times is **REQUIRED** to submit the vendors Certificate of Liability Insurance within 14 days of event date to the Parks and Recreation Department.**
- b) ALL events that do not have proper insurance policy documentation prior to event are subject to cancellation of event and forfeiture of any payments made.**
- c) The City of Navasota **MUST** be listed as an "Additional Insured" on the Certificate of Liability Insurance and a copy of the Additional Insured endorsement/policy language must be attached/uploaded to reservation file.**
- d) The minimum limits of liability REQUIRED are:**
 - i. \$1,000,000 per occurrence and**
 - ii. \$2,000,000 in aggregate.**
- e) THE CITY OF NAVASOTA IS NOT RESPONSIBLE FOR INJURIES TO PARTICIPANTS AND/OR SPECTATORS AND IS NOT RESPONSIBLE FOR DAMAGE TO AND/OR LOSS OF A RENTER'S PROPERTY. TO THE FULLEST EXTENT PERMITTED BY LAW, THE RENTER AGREES TO INDEMNIFY AND HOLD THE CITY OF NAVASOTA HARMLESS FROM ANY AND ALL CLAIMS FOR MONETARY DAMAGES OR OTHER RELIEF RESULTING FROM THE RENTER'S INVITEES AND/OR USE OF THE FACILITY AS CONTEMPLATED BY THIS AGREEMENT. SUCH INDEMNITY SHALL INCLUDE DEFENSE COSTS AGAINST ANY SUCH CLAIM INCURRED BY THE CITY OF NAVASOTA AND ITS COUNSEL OF RECORD.**

16. FACILITY CLEAN UP

- a) All City facilities shall be left condition that it was found. All tables and chairs must be returned to the original arrangement when the use of the facility is complete.**
- b) The Renting Party is responsible for cleaning the rented facility prior to the end of the rental time block. Staff on site will provide a cleaning checklist. Cleaning supplies are NOT provided.**
- c) Failure to clean up room or facility after reservation in accordance with the checklist will result in a forfeiture of the entire room or facility deposit.**

17. PARKING

- a) ALL facility visitors are required to park in designated marked parking spots when available.**
- b) Vehicles may only be parked on the Center's east building ramp for a maximum of 20 minutes for the purpose of loading and unloading.**

- c) Parking vehicles on grassy areas is strictly prohibited.
- d) Any vehicle parked inappropriately is subject to towing, tickets, etc. at the owner's expense.

18. NOISE

- a) Use of amplified sound equipment is permitted in accordance with applicable noise ordinances, and as long as a Special Event Permit Request and/or vendor insurance has been submitted and been approved from the Parks and Recreation Department at least 14 days prior to the event reservation date.

19. EQUIPMENT AND FURNITURE

- a) The use, alteration, removal, damage, or destruction of any City equipment and/or furniture is strictly prohibited.
- b) The Rental Applicant will be held responsible for any damages to any City-owned property or equipment.
- c) The Rental Applicant will be charged to the fullest extent for damages, machinery rental, and/or labor charges used to return facility back to original condition.

20. PETS AND SERVICE ANIMALS

- a) Texas law states that service animals (Canine) may not be denied entry to a public facility.
- b) If a person's disability is not readily apparent, a staff member or manager of the facility may inquire about if the service animal is required and/or what type of service the animal provides.
- c) Service animals must be harnessed at ALL times.
- d) The person with a disability who uses a service animal on city property is liable for any and all damage done to city facilities and/or its visitors by the animal.

21. DISCLAIMER

- a) Use of City facilities does not constitute City endorsement of the viewpoints, beliefs, ideas, or policies expressed by organizations or individuals using the space and may not be advertised or implied as having such approval or endorsement.

22. USE OF CITY NAME OR LOGO

- a) Unauthorized use of the "City of Navasota" name is strictly prohibited by any organization or person for any purpose in connection with the use of the meeting rooms for publicity or otherwise, except to identify the location of the event.
- b) Unapproved use of the "City of Navasota" name and/or logo may be grounds for termination of the use agreement and may be subject to other legal actions.

23. NON-DISCRIMINATION

- a) The City will not discriminate against any person or persons because of their age, sex, race, disability, religion, color, or natural origin, nor will the City permit individuals or Groups making the reservation to engage in such discrimination.
- b) **ANY RENTAL OR SPECIAL EVENT PERMIT MAY BE DECLINED AT ANYTIME IF IT DEVIATES FROM THE CITY OF NAVASOTA'S MISSION STATEMENT, VISION STATEMENT, AND/OR CORE VALUES.**

24. RELEASE AND WAIVER OF LIABILITY & ASSUMPTION OF RISK AND INDEMNITY

- a) **THE CITY ASSUMES NO RESPONSIBILITY FOR PERSONAL INJURY OR INJURY TO OR LOSS OF PROPERTY BROUGHT OR PLACED IN THE FACILITY IN CONNECTION WITH THE USE OF THE FACILITY. BY SUBMITTING THE FACILITY USE APPLICATION, THE APPLICANT AGREES IN WRITING (I) TO COMPLY WITH THE FACILITY USE POLICY AND (II) TO INDEMNIFY AND HOLD HARMLESS THE CITY OF NAVASOTA, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR BODILY INJURY, ILLNESS, DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEY, EXPERT WITNESSES AND OTHER CONSULTANTS) ARISING OUT OF APPLICANT'S USE OF THE FACILITY, OR ARISING OUT OF ANY ACT OR OMISSION COMMITTED BY THE APPLICANT, ITS OFFICERS, EMPLOYEES, AGENTS, GUEST, AND INVITEES, IN CONNECTION WITH THE ACTIVITIES CONDUCTED UNDER THIS AGREEMENT. THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT SHALL SPECIFICALLY INCLUDE ANY CLAIMS ARISING FROM THE NEGLIGENCE OF THE CITY, ITS AGENTS, OFFICIALS, AND EMPLOYEES.**
- b) **THE RENTER IS RESPONSIBLE FOR ANY DAMAGES TO CITY OWNED PROPERTY OR FACILITIES BEFORE, DURING, AND AFTER THE EVENT.**
 - i. **COST OF REPAIRS WILL BE DEDUCTED FROM THE DEPOSIT, AND THE TOTAL DEPOSIT WILL BE HELD UNTIL REPAIRS ARE COMPLETED.**
 - ii. **IF THE COST OF REPAIRS EXCEED THE AMOUNT OF THE DEPOSIT, THE RENTER WILL BE RESPONSIBLE TO PAY THE CITY IN FULL FOR COST IN EXCESS TO THE DEPOSIT AMOUNT.**
- c) **RENTER AGREES TO THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY, AND THE RENTAL INFORMATION EXECUTED BY RENTER IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS. IF THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION INVALIDATES ANY PART OF THE AGREEMENTS, THEN THE REMAINING PARTS MUST BE ENFORCED, TO THE EXTENT POSSIBLE,**

CONSISTENT WITH THE INTENT OF THE PARTIES AS EVIDENCED BY THE AGREEMENTS. THE VENUE FOR ALL LAWSUITS CONCERNING THESE AGREEMENTS MUST BE IN THE STATE DISTRICT COURTS OF GRIMES COUNTY, TEXAS.

RENTAL POLICIES

RESERVATION REGULATIONS

1. **Reservations must be made online or at City Hall during business hours (8A-5P, Monday through Friday) NO LESS than two (2) weeks in advance of the event date, and will be taken on a first come, first serve basis.**
2. Reservation requests made less than two (2) weeks in advance are subject to staff availability and must be approved by the Program Coordinator. If approved, the rental must be paid by cash or card.
3. No reservation is confirmed unless the Renting Party signs both the Rental Agreement Form and Rental Policies, and all fees are paid.
4. Reservations may be made up to 12 months in advance.
5. **The rental time block stated on the form includes arriving, setting up, decorating, hosting the event, and cleaning up afterward. The end time reflects when the doors/gates to the facility will be locked.**
6. The City reserves the right to cancel any Reservation in the event of unforeseen circumstances and in the public interest. In such an event, notice of cancellation will be given as early as practicable and the deposit and fees will be promptly refunded.
7. The Navasota Center is used as a shelter in the event of an emergency (ex: flooding). In such an event, the need for shelter takes priority over a Reservation. The Renting Party will be notified as early as practicable and may either be refunded all fees paid or work with staff to reschedule for a later date.
8. **Requests for date or time change must be made two (2) weeks in advance in writing.** Staff will notify the Renting Party if the request is approved as quickly as possible.

FEES AND DEPOSITS

1. **All fees and deposits for a Reservation must be paid by noon the business day prior to the event. Failure to pay the remaining balance by that time cancels the Reservation and forfeits the deposit.**
2. Deposits will be applied to the cost of any damage occurring during the Reservation, the cost for staff to remove trash from the facilities and grounds, and the cost for staff to clean up in any capacity should the Renting Party fail to do so.
3. The Renting Party will be charged \$50.00 per day in storage fees for any materials and equipment brought in by the Renting Party, its licensees or its guests that are left after the Reservation time.
4. Any damage to the Renting Facility in excess of the paid Deposit is the personal responsibility of the Renting Party and will be charged directly to the Renting Party.
5. Rental Fees are subject to change without notice.
6. **Cancellations must be made in writing no less than two (2) weeks in advance of the Reservation in order to receive a full refund of all paid fees and deposits. Less than two weeks' notice may result in loss of deposit.**
7. The Deposit will be refunded to the Renting Party – as long as all policies are upheld and no fees accrued – by mail 10 – 12 business days after the event.
8. **A Holdover Fee will be charged to the Renting Party for any amount of time the Renting Party stays beyond the stated rental time block.** This fee will be taken from the Deposit, and a letter will be sent to the Renting Party notifying him or her of the amount withheld.
9. **A separate fee is charged for the presence of a Security Officer and is \$25.00/hour, minimum of four (4) hours required. Rental Party will pay the Security Officer in cash upon arrival.**
10. Forfeiture of deposit will result for any parties that include alcohol without stating it on the Rental

Agreement Form, or for parties where alcohol is consumed outside of the time frame stated on the form. The Renting Party may also lose privileges to renting the facility in the future.

USAGE POLICY – GENERAL

1. The name, logo, and seal of the City of Navasota, or any portion thereof, may not be used by any organization or individual (ex: invitations, notices, etc.) without written permission from the City.
2. **The Renting Party may not use glitter, confetti, silly string, or birdseed at an event, whether inside or outside of a facility or its grounds. Only soap bubbles and flower petals are allowed.**
3. Fire codes, as imposed by the City of Navasota, must be met at all times. Failure to comply will result in the event being shut down by staff on site, and forfeiture of the Deposit.
4. **Decorations may not be tacked, pinned, taped, stapled, or otherwise placed on facility walls, ceilings, windows, furniture or other City property.**
5. Flyers/banners/promotional materials may not be taped to the outside doors or windows.
6. No animals are allowed inside the facility, except those to assist individuals with disabilities.
7. The person stated on the Rental Agreement Form must be present for the entire duration of the rental time block. This individual is responsible for ensuring all guests remain in the rented portion of the facility throughout the event.
8. Functions that include the serving of alcoholic beverages shall be conducted under the laws of the State of Texas and regulations of the Texas Alcoholic Beverage Commission. If alcohol is provided or consumed, whether by purchase or distribution at an event, staff requires the presence of a Security Officer. The Security Officer will be scheduled by PARD staff. **The selling of alcohol is prohibited at all City rental facilities.** Softball tournaments shall be specially permitted and if alcohol is to be consumed, the Renting Party shall secure and pay for the cost of a Security Officer, who must be in attendance at all time during the tournament play. The Renting Party will be held liable and is responsible for the actions of an intoxicated guest, and the Renting Party shall indemnify and hold the City of Navasota harmless from any and all claims or causes of action resulting from the use of intoxicating beverages at any function. NO GLASS CONTAINERS ARE ALLOWED.
9. **A Security Officer must be present at functions that meet any of the following requirements:**
 - a. **Any event where alcohol is present** (Bluebonnet Hall and A.H. Pavilion only)
 - b. **Any event beginning after 5PM on Friday or Saturday evening**
 - c. **Any event ending after 9PM**
 - d. **Any dance or party for children or teens**
10. Any violation of the Rental Policies will result in forfeiture of deposit and loss of privileges to use the facility.
11. All arrangements for the Reservation, including but not limited to DJ's, bands, sound systems, tents, and deliveries by agents must be approved by the PARD staff in advance of the event date. Failure to do so may result in loss of the Reservation and Deposit.

USAGE POLICY – NAVASOTA CENTER

1. Smoking is prohibited in the Navasota Center and on the adjacent grounds.
2. A Center Attendant is required to be on site during all rentals, and will unlock the facility at the event start time.
3. Use of Center equipment or furniture must be arranged in advance with the Program Coordinator as part of the Rental Agreement. The City does not provide furniture for outside rentals.
4. No Center fixtures, furniture, equipment or any other property may be moved or relocated.
5. Vehicle and building entrances and exits must remain clear and accessible at all times. Vehicles may only be parked on the Center's east building ramp for a maximum of 20 minutes for the purpose of loading and unloading.
6. Guests are not allowed to loiter in outdoor spaces of the Center or in common areas shared by other

guests.

7. Alcohol use is limited to the Bluebonnet Hall and kitchen, and must be stated on the signed Rental Agreement Form. Alcohol includes wine, beer, champagne, liquor, spirits, etc. NO GLASS CONTAINERS ALLOWED.
8. Use of sound amplification equipment is permitted, however, volume must not disturb other rentals, and cannot be heard outside of the facility.
9. The Renting Party is responsible for cleaning the rented facility prior to the end of the rental time block. Staff on site will provide a checklist and cleaning supplies.

USAGE POLICY – AUGUST HORST PAVILION

1. The Renting Party must pick up a key to the facility before 5P the last business day prior to the event date.
2. The Deposit will not be considered for a refund until the Renting Party returns the key to City Hall.
3. The Rental Party is responsible for taking trash from the pavilion and restrooms to the dumpster located in the parking lot.
4. The City does not provide cleaning supplies at the facility to assist in required cleaning.
5. Any use of bounce houses or other equipment rented by a third party must be approved by PARD staff prior to the event date, and must be removed by the end of the rental time block.
6. Alcohol is permitted when stated on the Rental Agreement Form, and requires the presence of a Security Officer.
7. The City does not provide water or electric at the facility.
8. Use of amplified sound equipment is permitted, and requires a Sound Amplification Permit to be obtained from the Permits Department at City Hall prior to the event date.

USAGE POLICY – KETCHUM PARK AND BRULE PARK

1. Parks do not include water, electric or restrooms.
2. The rental time block reserves exclusive use of the park for the Renting Party.
3. The Renting Party is responsible for ensuring all trash from the event is cleaned. Trash cans are

provided on site. USAGE POLICY – NAVASOTA MUNICIPAL POOL

1. The Renting Party is responsible for ensuring all guests adhere to the posted facility rules and respect the lifeguards on duty.
2. The Renting Party is responsible for removing trash at the end of the rental time block, whether private party or cabana rental, and taking it to the dumpster located by the Navasota Center.
3. Food is permitted within the pool facility, but must stay at the tables. NO GLASS CONTAINERS.
4. All Fees and Deposits and General Usage Policies contained herein apply to pool rentals.
5. Alcohol is not permitted.
6. Private parties are limited to Friday and Saturday evening 8P to 10P or Saturday and Sunday mornings 10A to 12P or 11A to 1P.
7. Cabana rentals take place during Open Swim hours. The pool remains open to the public, and swimmers must pay \$3 entry fee. Cabana rentals only include reserving the tables and chair under the specified cabana.