

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



James Harris
Councilmember
Pattie Pederson
Councilmember

**NOTICE OF MEETING OF THE GOVERNING BODY OF THE
CITY OF NAVASOTA, TEXAS
MARCH 25, 2024**

Notice is hereby given that a Regular Meeting of the governing body of the City of Navasota will be held on the 25th of March, 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 - Pastor T. J. Green
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: Jesus Santillan (Parks & Facilities Maintenance Laborer) and Taylor Hughes (Marketing & Communication Manager). [Peggy Johnson, HR Director]

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

(c) Proclamations: (1) Child Abuse Month (April); and (2) National Library Week (April 7-14). [Mayor Bert Miller]

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

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

5. Consideration and possible action on an Interlocal Cooperation Contract (ICC) for failure to appear (FTA) program with the Texas Department of Public Safety. [Pat Gruner, Navasota Municipal Judge]

6. Conduct a public hearing for the purpose of receiving public comments and testimony regarding amending Chapter 10 Subdivision Regulation, Article 10.02 Subdivision Ordinance, Exhibit 10A Subdivision Development, Article 7 Requirements for Improvements, Reservations, and Design, related to streets, utility location standards, and cluster mailbox areas of the Code of Ordinances of the City of Navasota, Grimes County; Consideration and possible action on the first reading of Ordinance No. 1041-24, amending Chapter 10 Subdivision Regulation, Article 10.02 Subdivision Ordinance, Exhibit 10A Subdivision Development, Article 7 Requirements for Improvements, Reservations, and Design, related to streets, utility location standards, and cluster mailbox areas of the Code of Ordinances. [Lupe Diosdado, Development Services Director]

7. Consideration and possible action on amendment of the Development Agreement between the City of Navasota, Texas and P.A. Smith Hotel, LLC related to the sidewalk improvements reimbursement amount. [Lupe Diosdado, Development Services Director]

8. Consideration and possible action on Resolution No. 762-24, approving and authorizing execution of an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) for a Transportation Alternatives Set-Aside (TASA) project for FM 3090/Blackshear Street bike/ped improvements. [Lupe Diosdado, Development Services Director]

9. Consideration and possible action approving Resolution No. 763-24, approving a Municipal Maintenance Agreement between the State of Texas, through the Texas Department of Transportation, and the City of Navasota, and authorizing the mayor to execute said municipal maintenance agreement. [Lupe Diosdado, Development Services Director]
10. Consideration and possible on approval of the first reading of Ordinance No. 1042-24, amending Ordinance No. 1040-24, ordering a special election on proposed amendments to the Home Rule City Charter of the City of Navasota to be held on May 4, 2024, by assigning a letter of the alphabet to each proposition that corresponds to its order on the ballot. [Susie M. Homeyer, City Secretary]

Consideración y posible acción sobre la aprobación de la primera lectura de la Ordenanza No. 1042-24, que modifica la Ordenanza No. 1040-24, ordenando una elección especial sobre las enmiendas propuestas a la Carta Autónoma de la Ciudad de Navasota que se llevará a cabo el 4 de mayo de 2024, asignando una letra del alfabeto a cada proposición que corresponda a su orden en la boleta electoral.

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

Consent agenda are:

A. Approve the Minutes from the month of February 2024.

B. Approve the Municipal Court Report for the month of February 2024.

C. Approve the Financial Report for the month of February 2024.

12. The City Council shall meet in Executive Session in accordance with Section 551.071, Texas Government Code and Section 551.087, Texas Government Code, for the purpose of: 1) consultation with legal counsel concerning legal matters related to certain Industrial District Agreements; and 2) discussion and deliberation regarding certain Industrial District Agreements providing for the possible offer of a financial or other incentive(s) to business prospects that the City seeks to have locate, stay, or expand in the City's designated Industrial District, and with which the City is conducting economic development negotiations, and associated matters.
13. Reconvene into open session.
14. Adjourn.

DATED THIS THE 21ST OF MARCH, 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 21st of March, 2024 at 04:13 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 21ST OF MARCH, 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>March 25, 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>Proclamations</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 #4

Staff Report:

- (a) Introduction of new employees: Jesus Santillan (Parks & Facilities Maintenance Laborer) and Taylor Hughes (Marketing & Communications Manager). [Peggy Johnson, HR Director]
- (b) Update on CIP Projects. [Jon MacKay, Graduate Engineer]
- (c) Proclamations: (1) Child Abuse month (April) and (2) National Library Week. [City Council]
- (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.

- b. Jon MacKay, Graduate Engineer, will give the City Council an update on our CIP Projects.
- c. Mayor Bert Miller will proclaim the month of April as “Child Abuse Month” and April 7-14, 2024, as “National Library Week”.
- 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

3/21/24

Date

AGENDA PLANNING CALENDAR

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) Introduction of new employees: Jesus Santillan(Parks Laborer) and Taylor Hughes (Marketing & Communication Manager); (b) Update of all CIP projects; (c) Proclamations: (1) Child Abuse month for April; (2) National Library Week (4/7-4/14); (d) Board and Commission update; and (e) Reports from staff and City Council
5. Public hearing amending Chapter 10 Subdivision Regulation, Article 10.02 Subdivision Ordinance, Exhibit A – Subdivision Development, Article 7 requirements for improvements, reservations, and design related to streets, utility location standards and cluster mailboxes and first reading of Ordinance No. 1041-24, amending sign regulations
6. Interlocal cooperation contract – Failure to appear
7. Presentation on amendment to the development agreement for P. A. Smith Hotel related to sidewalk improvements reimbursement
8. Resolution No. 762-24, advance funding agreement with TxDOT – FM 3090/Blackshear Street
9. Resolution No. 763-24, municipal maintenance agreement
- 10.Consent agenda: (a) Minutes for the month of February 2024, (b) Municipal Court Report for February 2024; and (c) Expenditures for the month of February 2024
- 11.Executive Session: IDA/Annexation
- 12.Reconvene
- 13.Action on Executive Session
- 14.Adjourn

Workshop on Horlock House



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

**PROCLAMATION
RECOGNIZING
APRIL AS CHILD ABUSE AWARENESS AND
PREVENTION MONTH**

WHEREAS, Over 200,000 children in Texas are reported as abused or neglected every year; and

WHEREAS, Child abuse prevention is a community responsibility and finding solutions depends on education and involvement among all people; and

WHEREAS, Communities must make every effort to promote programs that benefit children and their families;

WHEREAS, Effective child abuse prevention programs succeed because partnerships among agencies, schools, religious organizations, law enforcement agencies, and the business community; and

WHEREAS, All those residing in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment;

NOW, THEREFORE, BE IT PROCLAIMED, that I Bert Miller, Mayor of the City of Navasota do hereby recognize April 2024 as Child Abuse Prevention Month in the City of Navasota, Grimes County, Texas. We urge all citizens to work together to help reduce child abuse and neglect significantly in years to come.

SIGNED THIS THE 25th DAY OF MARCH, 2024

BERT MILLER, MAYOR

PROCLAMATION RECOGNIZING National Library Week Ready, Set, Library!

WHEREAS, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey;

WHEREAS, libraries have long served as trusted institutions, striving to ensure equitable access to information and services for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

WHEREAS, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve;

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

WHEREAS, libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth;

WHEREAS, libraries make choices that are good for the environment and make sense economically, creating thriving communities for a better tomorrow;

WHEREAS, libraries are treasured institutions that preserve our collective heritage and knowledge, safeguarding both physical and digital resources for present and future generations;

WHEREAS, libraries are an essential public good and fundamental institutions in democratic societies, working to improve society, protect the right to education and literacy, and promote the free exchange of information and ideas for all;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, be it resolved that I Bert Miller, Mayor of the **City of Navasota**, proclaim National Library Week, April 7-13, 2024. During this week, I encourage all residents to visit their library and celebrate the adventures and opportunities they unlock for us every day. Ready, Set, Library!

SIGNED THIS THE 25TH DAY OF MARCH, 2024

BERT MILLER, MAYOR



REQUEST FOR CITY COUNCIL AGENDA ITEM #5

Agenda Date Requested: March 25, 2024

Requested By: Pat Gruner, Municipal Judge

Department: Municipal Court

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Interlocal Cooperation Agreement

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☒ No

AGENDA ITEM #5

Consideration and possible action on an Interlocal Cooperation Contract (ICC) for failure to appear (FTA) program with the Texas Department of Public Safety.

SUMMARY & RECOMMENDATION

Changes were made in the State of Texas 88th Legislative Session; therefore, the Texas Department of Public Safety revised the current "Failure to Appear" contract that the City of Navasota has with them. The following are changes that were made to the contract:

- Changes to language and restructuring of the original Interlocal Cooperation Contract ("ICC") to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by State of Texas House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

The Texas Department of Public Safety states it is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation within 90 days. Therefore, staff are recommending City Council approve the new ICC.

ACTION REQUIRED BY CITY COUNCIL

**Approve or deny revised Interlocal Cooperation Contract for Failure to Appear
Program with the Texas Department of Public Safety.**

Approved for the City Council meeting agenda.

Jason Weeks

Jason B. Weeks, City Manager

3/21/24

Date



STEVEN C. McCRAW
DIRECTOR
WALT GOODSON
FREEMAN F. MARTIN
DWIGHT D. MATHIS
DEPUTY DIRECTORS

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

January 29, 2024

NAVASOTA MUNICIPAL COURT
PO BOX 910
NAVASOTA, TX 77868

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:

Enforcement & Compliance Service

5805 North Lamar Blvd, Bldg A,

Austin, TX 78752-0300

E-mail: driver.improvement@dps.texas.gov

Fax: (512) 424-2848

Should you have any questions, please send an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,
Manager
Enforcement and Compliance Service

Enclosure

Interlocal Cooperation Contract Failure to Appear Program

State of Texas
County of Grimes

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Municipal Court of the [City or County] of NAVASOTA (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	City of Navasota Municipal Court	Department of Public Safety
Attn.:	Rochelele Jessie	Enforcement & Compliance Service
Address:	P.O. Box 910, Navasota, Tx 77868	5805 North Lamar Blvd., Bldg A
Address:		Austin, Texas 78752-0001
Fax:	936-825-7280	(512) 424-5311 [fax]
Email:	jessie@navasota.tx.gov	Driver.Improvement@dps.texas.gov
Phone:	936-825-6268	(512) 424-7172

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signatory

Driver License Division Chief or Designee

Mayor
Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.



REQUEST FOR CITY COUNCIL AGENDA ITEM #6

Agenda Date Requested: <u>March 25, 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: Ordinance No. 1041-24

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

Conduct a public hearing for the purpose of receiving public comments and testimony regarding amending Chapter 10 Subdivision Regulation, Article 10.02 Subdivision Ordinance, Exhibit 10A Subdivision Development, Article 7 Requirements for Improvements, Reservations, and Design, related to streets, utility location standards, and cluster mailbox areas of the Code of Ordinances of the City of Navasota, Grimes County; Consideration and possible action on the first reading of Ordinance No. 1041-24, amending Chapter 10 Subdivision Regulation, Article 10.02 Subdivision Ordinance, Exhibit 10A Subdivision Development, Article 7 Requirements for Improvements, Reservations, and Design, related to streets, utility location standards, and cluster mailbox areas of the Code of Ordinances.

SUMMARY & RECOMMENDATION

Over the last several months, city staff has been collecting a list of amendments needed for the adopted Chapter 10 Subdivision Regulations. These amendments include making cluster mailbox trash receptacles optional, amending utility service line tap locations, and lastly requiring rigid pavement (concrete) on streets for all new subdivisions unless otherwise determined by the city engineer.

On March 14, 2024, the Planning and Zoning Commission held a public hearing and recommended approval of the attached ordinance amendments.

Staff requests City Council conduct a public hearing and take action at the conclusion of the public hearing.

Public hearing opened at _____ p.m.

Public hearing closed at _____ p.m.

Staff recommend City Council approving the proposed first reading of Ordinance No. 1041-24, amending Chapter 10 Subdivision Regulation, Article 10.02 Subdivision Ordinance, Exhibit 10A Subdivision Development, Article 7 Requirements for Improvements, Reservations, and Design, related to streets, utility location standards, and cluster mailbox areas of the Code of Ordinances.

ACTION REQUIRED BY CITY COUNCIL

Conduct a public hearing and approve or deny the first reading of Ordinance No. 1041-24, amending Chapter 10 Subdivision Regulation, Article 10.02 Subdivision Ordinance, Exhibit 10A Subdivision Development, Article 7 Requirements for Improvements, Reservations, and Design, related to streets, utility location standards, and cluster mailbox areas of the Code of Ordinances.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

3/21/24

Date

ORDINANCE NO. 1041-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NAVASOTA, TEXAS, AMENDING CHAPTER 10, SUBDIVISION REGULATION, ARTICLE 10.02 SUBDIVISION ORDINANCE, EXHIBIT 10A SUBDIVISION DEVELOPMENT ORDINANCE, ARTICLE 7, REQUIREMENTS FOR IMPROVEMENT, RESERVATIONS, AND DESIGN OF THE CODE OF ORDINANCES OF THE CITY OF NAVASOTA, TEXAS BY AMENDING SECTION 7.03 STREETS, 7.08.04 UTILITY LOCATION STANDARDS AND 7.13 REGULATION OF CLUSTER MAILBOX UNITS; PROVIDING FOR A SEVERABILITY AND REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND FINDING PROPER NOTICE OF MEETING

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

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

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

WHEREAS, the City Council of the City of Navasota previously adopted certain provisions relating to streets, utility location standards and cluster mailbox units; and

WHEREAS, the City Council desires to amend certain regulations applicable to streets, utility location standards and cluster mailbox units; and

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

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

SECTION 1. FINDINGS INCORPORATED

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

SECTION 2.

Chapter 10 Subdivision Regulation, Article 10.02 Subdivision Ordinance, Exhibit 10A Subdivision Development Ordinance, Article 7, Requirements for Improvements, Reservations, and Design, subsection 7.03 Streets, 7.03.02 Design Standards, B. Street Surfacing and Improvements is hereby amended to read as follows:

B. Street Surfacing and Improvements: After sewer, water, and other utilities have been installed by the developer, the developer shall construct curbs and gutters and shall surface or cause to be surfaced streets to the widths prescribed in the City of Navasota Unified Design Guidelines, Unified Technical Specifications and Unified Standard Construction Details. Unless otherwise specified in writing by the City Engineer, all surfacing shall be of rigid pavement in accordance with adopted Unified Design Guidelines and Unified Standard Construction details as is suitable for the expected traffic and in harmony with similar improvements in the surrounding areas. Adequate provisions in accordance with the City of Navasota Unified Design Guidelines, Unified Technical Specifications and Unified Standard Construction Details, shall be made for culverts, drains, and bridges. All street pavement, shoulders, drainage improvements and structures, curbs, turnarounds, and sidewalks shall conform to all City of Navasota Unified Design Guidelines, Unified Technical Specifications and Unified Standard Construction Details.

SECTION 3.

Chapter 10 Subdivision Regulation, Article 10.02 Subdivision Ordinance, Exhibit 10A Subdivision Development Ordinance, Article 7, Requirements for Improvements, Reservations, and Design, subsection 7.08.04 Utility Location Standards, is hereby amended to read as follows:

7.08.04 Utility Location Standards: When a development necessitates the installation of public utility improvements all taps must be installed within a utility easement and constructed as set forth below:

- A. All taps must be installed within four feet (4') of side lot lines.
- B. Sanitary sewer taps installed for dual service must be six inches (6") minimum unless otherwise determined in writing by the City engineer.
- C. Top of water meter boxes containing water taps must be at final grade following final site grading.

SECTION 4.

Chapter 10 Subdivision Regulation, Article 10.02 Subdivision Ordinance, Exhibit 10A Subdivision Development Ordinance, Article 7, Requirements for Improvements, Reservations, and Design, subsection 7.13 (A)(7) is hereby amended to read as follows:

- 7. Trash receptacles are encouraged but not required.

SECTION 5. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent

jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

SECTION 6. REPEALER CLAUSE

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

SECTION 7. EFFECTIVE DATE

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

SECTION 8. NOTICE OF MEETING

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

PASSED ON FIRST READING THIS 25TH DAY OF MARCH, 2024

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED ON SECOND READING THIS 8TH DAY OF APRIL, 2024.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY



REQUEST FOR CITY COUNCIL AGENDA ITEM #7

Agenda Date Requested: <u>March 25, 2024</u>
Requested By: <u>Lupe Diosdado, Director</u>
Department: <u>Development Services</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Exhibits: Amended Development Agreement between City of Navasota and P.A. Smith Hotel, LLC. Original Development Agreement

Appropriation	
Source of Funds:	<u>100 - General Fund</u>
Account Number:	<u>100-582-620.04</u>
Amount Budgeted:	<u>100,000</u>
Amount Requested:	<u>\$100,889.60</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

AGENDA ITEM #7

Consideration and possible action on amendment of the Development Agreement between the City of Navasota, Texas and P.A. Smith Hotel, LLC related to the sidewalk improvements reimbursement amount.

SUMMARY & RECOMMENDATION

On February 14, 2022, the City of Navasota, via City Council approval, entered into a development agreement with P.A. Smith Hotel, LLC for the construction of public sidewalk improvements along South Tenth Street and Holland Street.

The development agreement approved \$82,375 as a reimbursement to the developer, the requested reimbursement amount received in February 2024 from P.A. Smith Hotel, LLC, is \$100,889.60, a \$18,514.60 increase from the original amount. This increase was estimated during the FY 2023-24 budget process and staff has budgeted \$100,000.00; therefore, the difference of \$889.60 will be absorbed within the budget by reduction in another account.

The cost overruns stem from additional concrete work needed due to approved plans not specifying the surface material surrounding the paver walkway. (see images below)



Staff recommend the City Council approve the amended Development agreement as presented.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny an amendment of the Development Agreement between the City of Navasota, Texas and P.A. Smith Hotel, LLC related to the sidewalk improvements reimbursement amount.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

3/21/24

Date

DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF NAVASOTA, TEXAS
AND
P. A. SMITH HOTEL, LLC

DEVELOPMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GRIMES §

This Development Agreement ("Agreement") is between the City of Navasota, Texas, a Texas Home-Rule Municipal Corporation (the "City") and P. A. SMITH HOTEL, LLC, a Texas limited liability company ("P. A. SMITH HOTEL"). In this Agreement, the City and P. A. SMITH HOTEL are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

P. A. SMITH HOTEL owns approximately 13,750 Sq. Ft. of land (H & TC RR ADDITION, BLOCK J, LOT 5 and Part of LOT 4 (S21') (the "Land")), currently located in the 200 Block of South Tenth Street, Navasota, Grimes County, Texas. The Land is described as H & TC RR ADDITION, BLOCK J, LOT 5 and Part of LOT 4 (S21'), being further described in Exhibit "A" attached hereto and incorporated herein for all purposes. P. A. SMITH HOTEL desires that the Project be governed by this Agreement.

P. A. SMITH HOTEL intends to construct a new parking facility and other improvements on the Land, in accordance with the Site Plan, Building Plans, and other documents collectively attached hereto as Exhibit "B" and incorporated herein for all purposes; and in this Agreement, the Land as it will be developed by P. A. SMITH HOTEL, and the other improvements to be constructed and obligations to be performed by P. A. SMITH HOTEL, are sometimes referred to herein as the "Project."

P. A. SMITH HOTEL intends to make a significant investment in the construction of the Project improvements and associated equipment and infrastructure, including but not limited to the construction of sidewalk improvements in the Central Business District along the 200 Block of South Tenth Street and the 100 Block of West Holland Street.

The City desires that P. A. SMITH HOTEL install sidewalk improvements that are consistent with the design used in the recent City of Navasota Downtown streetscape improvement projects, said sidewalk improvements being more specifically described in Exhibit "B" attached hereto.

P. A. SMITH HOTEL and the City wish to enter into this Agreement to encourage appropriate planning of the Project, provide for specific requirements of P. A. SMITH HOTEL and the City throughout the term of this Agreement, to provide for P. A. SMITH HOTEL's commitment concerning the installation of sidewalk improvements that are consistent with the design used in the recent City of Navasota Downtown streetscape improvement projects for purposes of improving the Central Business District in such a manner that will benefit the public and the present and future residents of the City.

The City is authorized by §380.001, et seq., Texas Local Government Code, to promote state and local economic development and to stimulate business and commercial activity within the City and surrounding area. The City has determined that a substantial economic benefit and the creation of new opportunities of employment will accrue to the City and the surrounding area if the Project and additional improvements to the Land and associated infrastructure are successfully developed by P. A. SMITH HOTEL.

Therefore, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and P. A. SMITH HOTEL agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1 Definitions. Unless the context or the usage of the particular word or phrase requires a different interpretation, in addition to terms defined elsewhere herein, the following terms and phrases shall have the meanings indicated below:

Agreement: This Development Agreement between the City of Navasota, Texas and P. A. SMITH HOTEL, LLC.

Applicable Rules: The City ordinances, codes, rules, regulations and official policies in effect as of the Vesting Date, which will be applicable to the development of the Land.

City: The City of Navasota, Texas, a Texas home-rule municipal corporation.

City Manager: The City Manager of the City of Navasota, Texas, or the City Manager's designee.

City Council: The City Council of the City of Navasota, Texas.

City Engineer: The Engineer for the City of Navasota, Texas.

County: Grimes County, Texas.

Term: The term of this Agreement, commencing on the Effective Date and continuing thereafter until each Party hereto satisfactorily performs its obligations as required by the provisions of this Agreement.

Land: Approximately 13,750 Sq. Ft. of land, currently situated inside the city limits of the City of Navasota, Grimes County, Texas. The Land is that tract or parcel of land described in Exhibit "A" attached hereto and incorporated herein for all purposes.

P. A. SMITH HOTEL: P. A. SMITH HOTEL, LLC, a Texas limited liability company, and its successors and assigns under this Agreement.

Project: The Land, and existing and future improvements thereto, as it will be developed under this Agreement, and the other improvements to be constructed and obligations to be performed by P. A. SMITH HOTEL pursuant to this Agreement.

Vesting Date: shall be the same date as the Effective Date of this Agreement.

ARTICLE 2

PUBLIC BENEFITS, INFRASTRUCTURE AND AMENITIES

2.1 Orderly Growth. The City desires that development within its corporate boundaries occur in an orderly manner in order to protect the health, safety and welfare of its present and future citizens, protect property values and provide for the growth of the City's tax base. This Agreement will benefit the City by facilitating the planned development of an appropriate area of the City's corporate boundaries, which will allow for thoughtful and high-quality planning, and the development of necessary sidewalk infrastructure.

2.2 Environmental Protection. P. A. SMITH HOTEL will comply with all federal, state and local natural resource laws and regulations, to the extent applicable, in existence at the time of the development and improvement of the Land.

ARTICLE 3

SIDEWALK IMPROVEMENTS

3.1 Sidewalk Improvements by P. A. SMITH HOTEL. Subject to Section 4.1 herein below, P. A. SMITH HOTEL shall be responsible for the design, engineering, construction and all other costs related to the installation of sidewalk improvements along the 200 Block of South Tenth Street and the 100 Block of West Holland Street bordering P. A. SMITH HOTEL'S property located in the Central Business District, that are consistent with the design used in the recent City of Navasota Downtown streetscape improvement projects, said sidewalk improvements being more specifically described in Exhibit "B" attached hereto. All design, engineering and construction shall be performed in accordance with the Applicable Rules and according to plans approved by the City.

ARTICLE 4

ADDITIONAL OBLIGATIONS OF THE PARTIES

4.1 Within One Hundred Eighty (180) days after the City's approval of and acceptance of the completed sidewalk improvements along the 200 Block of South Tenth Street and 100 Block of West Holland Street bordering P. A. SMITH HOTEL'S property, located in the Central Business District, that are consistent with the design used in the recent City of Navasota Downtown streetscape improvement projects, the City shall reimburse P. A. SMITH HOTEL for the actual costs incurred by P. A. SMITH HOTEL for the construction of said sidewalk improvements, not to exceed One Hundred Thousand Eight Hundred Eighty Nine and 60/100 Dollars, (\$100,889.60), in the form of a grant pursuant to Chapter 380, Texas Local Government Code. The amount paid to P. A. SMITH HOTEL pursuant to this Section 4.1 shall not exceed One Hundred Thousand Eight Hundred Eighty Nine 60/100

Dollars (\$100,889.60). Payments under this provision shall be made only to P. A. SMITH HOTEL, or any other party that, by written instrument, only upon the written approval of the City, expressly assumes the obligations imposed on P. A. SMITH HOTEL by this Agreement.

4.2 P. A. SMITH HOTEL agrees that the sidewalk improvements will be consistent with the recent City of Navasota Downtown streetscape improvement projects, and the parking facility will be constructed on the Land in accordance with the site and development standards of the Applicable Rules, and in accordance with the plans attached hereto as Exhibit "B."

ARTICLE 5

PLATS, BUILDING CODES, BUILDING PERMITS, INSPECTION

5.1 Construction Inspection. The City shall have the right, from time to time, to inspect the construction of the Project and any other public improvements for the purpose of identifying any improvements that are being constructed in violation of the Applicable Rules, Building Code and/or this Agreement. All inspections shall be performed by an inspector selected by the City and all inspection results shall be in writing. P. A. SMITH HOTEL shall be responsible for payment of the inspection fees as provided for in the Applicable Rules.

ARTICLE 6

OBLIGATIONS NOT DEBT

The City acknowledges and agrees that the obligations created by this Agreement shall not constitute "debt" and shall be paid out of current revenues of the City; or in the alternative, shall be paid out of a specified fund, said fund being in the immediate control of the City and being in an amount sufficient to satisfy the City's obligations created herein; or further in the alternative, that sufficient provision and tax levy has been made by the City to create an interest and sinking fund adequate to pay at least two percent (2%) of the principal and any interest due each year.

ARTICLE 7

LAND DEVELOPMENT

7.1 Governing Regulations. Except as otherwise provided in this Agreement, the City ordinances, codes, rules, regulations and official policies applicable to the development of the Land during the term of this Agreement will be those City ordinances, building and construction codes, other codes, rules, regulations and official policies (collectively, "Applicable Rules") in force and as interpreted by the City by policy or practice on the Vesting Date, as defined in Section 1.1 above. No Applicable Rules adopted after the Vesting Date, whether by means of an ordinance, initiative, referendum, resolution, policy, order, or otherwise, are or will be applicable to the Project, unless otherwise provided in this

Agreement or applicable state law, or the application is agreed to, in writing, by P. A. SMITH HOTEL and the City. For the term of this Agreement, the development and use of the Land will be controlled by the terms of this Agreement and the Applicable Rules. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

ARTICLE 9

FEES; FISCAL SECURITY

9.1 Fees. P. A. SMITH HOTEL agrees to timely pay any and all fees, costs, payments, set forth in the Applicable Rules, this Agreement, or otherwise required by law.

ARTICLE 10

TERM, AUTHORITY AND VESTING OF RIGHTS

10.1 Term.

10.1.1 Term. The term of this Agreement will commence on the Effective Date and continue thereafter until each Party hereto satisfactorily performs its obligations as required by the provisions of this Agreement ("Term"), unless sooner terminated under this Agreement.

10.1.2 Extensions. The Parties agree that neither the City nor P. A. SMITH HOTEL is under any obligation to renew this Agreement after the Term.

10.1.3 Expiration. After the Term and any extension, this Agreement will be of no further force and effect, except that termination will not affect any right or obligation arising from any provision surviving this Agreement as provided herein.

10.1.4 Termination or Amendment. This Agreement may be terminated or amended as to the Land at any time by mutual written consent of the City and P. A. SMITH HOTEL or may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and owners of only the portion of the Land affected by the amendment or termination.

10.2 Authority. This Agreement is entered under the statutory authority of Chapter 51 and Chapter 380, Texas Local Government Code. The Parties intend that this Agreement authorize certain land uses and development on the Land; provide for the development plans and regulations for the Land; and provide exceptions to certain ordinances and regulations; and provide other terms and consideration.

10.3 Vesting of Rights. As of the Vesting Date, P. A. SMITH HOTEL has initiated the subdivision and development permit process for the Project. The City agrees that, in accordance with Chapter 245, Texas Local Government Code, the City will consider the request for approval of any further approvals necessary for the Project based solely on the

Applicable Rules, as may be modified by this Agreement. Further, the City agrees that, upon approval of this Agreement, P. A. SMITH HOTEL has vested authority to develop the Land in accordance with the Applicable Rules, as modified by any exceptions contained in this Agreement.

10.4 Equivalent Substitute Obligation. If either Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, changed circumstances or subsequent conditions that would legally excuse performance under this Agreement, or any other reason beyond the Party's reasonable and practical control, the Parties will cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.

10.5 Cooperation. The City and P. A. SMITH HOTEL each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

10.6 INDEMNIFICATION; LITIGATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO INDEMNIFY AND HOLD THE OTHER PARTY, ITS ELECTED OFFICIALS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, FEES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE), PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT IS PROXIMATELY CAUSED BY ANY WILLFUL OR NEGLIGENT ACT, ERROR, OR OMISSION OF THE PARTY, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, AGENT OR EMPLOYEE OF THE PARTY, WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE WILLFUL OR NEGLIGENT ACT OF CITY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS OR VOLUNTEERS, IN INSTANCES WHERE SUCH NEGLIGENT ACTS PROXIMATELY CAUSE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT P. A. SMITH HOTEL AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

Each Party shall advise the other Party in writing within 24 hours of any claim or demand against the Party related to or arising out of the Parties' activities under this Agreement.

The provisions of this Agreement are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder or in connection herewith, P. A. SMITH HOTEL and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

ARTICLE 11

GENERAL PROVISIONS

11.1 Assignment; Binding Effect.

- 11.1.1 This Agreement, and the rights and obligations of P. A. SMITH HOTEL hereunder, may be assigned by P. A. SMITH HOTEL to a subsequent purchaser of all or a portion of the Land within the Project provided that the assignee assumes all of the obligations of the Agreement. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City. Upon any such assignment, P. A. SMITH HOTEL will be released of any further obligations under this Agreement as to the property sold and obligations assigned. Any attempted assignment of this Agreement, or any rights and obligations hereunder, that fails to comply with all applicable requirements of this Article 11 and this Agreement shall be void and of no effect.
- 11.1.2 If P. A. SMITH HOTEL assigns its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and P. A. SMITH HOTEL will be severable, and P. A. SMITH HOTEL will not be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one assignee, the City may pursue all remedies against that nonperforming assignee, but will not unreasonably impede development activities of any performing assignee as a result of that nonperformance.
- 11.1.3 The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a lot or lots within the boundaries of the Land without also expressly assuming the obligations imposed herein.

11.2 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

11.3 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Exclusive venue will be in a court of appropriate jurisdiction in Grimes County, Texas.

11.4 No Third Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

11.5 Mortgagee Protection. This Agreement will not affect the right of P. A. SMITH HOTEL to encumber all or any portion of the Land by mortgage, deed of trust or other instrument to secure financing for the Project. The City agrees as follows:

11.5.1 Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Land.

11.5.2 The City will, upon written request of a Lender given in compliance with Section 11.16, provide the Lender with a copy of any written notice of default given to P. A. SMITH HOTEL under this Agreement within ten (10) days of the date such notice is given to P. A. SMITH HOTEL.

11.5.3 In the event of default by P. A. SMITH HOTEL under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to P. A. SMITH HOTEL, either under this Agreement or under the notice of default.

11.5.4 Any Lender who comes into possession of any portion of the Land by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of P. A. SMITH HOTEL arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that property until all delinquent fees and other obligations of P. A. SMITH HOTEL under this Agreement that relate to the property in question have been paid or performed.

11.6 Certificate of Compliance. Within thirty (30) days of written request by either Party given in accordance with Section 11.16, the other Party will execute and deliver to the requesting Party a statement certifying that: (a) this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (b) there are no

current uncured defaults under this Agreement, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. A Party's failure to deliver a requested certification within this 30-day period will conclusively be deemed to constitute a confirmation that this Agreement is in full force without modification, and that there are no uncured defaults on the part of the requesting Party. The City Manager will be authorized to execute any requested certificate on behalf of the City.

11.7 Default. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the 30-day period, the commencement of the cure within the 30-day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

11.8 Remedies for Default. If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

11.9 Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

11.10 Attorneys Fees. The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorney's fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.

11.11 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

11.12 Entire Agreement. This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the

subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties.

11.13 Exhibits, Headings, Construction and Counterparts. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

11.14 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

11.15 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. P. A. SMITH HOTEL certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its bylaws and other legal requirements.

11.16 Notices. Any notices under this Agreement may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

City: Jason Weeks, City Manager
City of Navasota
200 E. McAlpine
Navasota, Texas 77868-3028
Telephone: (936) 825-6408
Facsimile: (936) 825-2403
jweeks@navasotatx.gov

Copy to: Cary L. Bovey, Attorney at Law
Bovey & Cochran, PLLC
2251 Double Creek Dr., Suite 204

Round Rock, TX 78664
(512) 904-9441
(512) 904-9445 Fax
cary@boveycochran.com

P.A. SMITH HOTEL P. A. Smith Hotel, LLC
18025 DOE RUN CREEK LN
WASHINGTON, TX 77880

Stephen E. Scheve
18025 Doe Run Creek Lane
Washington, TX 77880 _____

Copy to:

Janice R. Scheve
18025 Doe Run Creek Lane
Washington, TX 77880 _____

Either City or P. A. SMITH HOTEL may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten (10) days prior to the date such change is effected. All notices under this Agreement will be deemed given on the earlier of the date personal delivery is affected or on the delivery date or attempted delivery date shown on the return receipt or facsimile confirmation.

11.17. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A	-	Legal Description of the Land
Exhibit B	-	Site Plan, and Other Documents

[remainder of this page intentionally left blank]

CITY OF NAVASOTA, TEXAS

EXHIBIT “A”

H&TC, BLOCK J, LOT 4 (S21') 5

EXHIBIT “B”

CIVIL ENGINEERING PLANS FOR

21-0293 NAVASOTA PARKING LOT

211 10TH STREET

NAVASOTA, TEXAS 77868



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C300	DEMOLITION PLAN
C400	DRAINAGE AREA MAP
C500	GRADING & UTILITY PLAN
C600	DETAILS
C601	DETAILS

OWNER:

NAME: STEVE SCHEVE
ADDRESS: 18025 DOE RUN CREEK LANE,
WASHINGTON, TEXAS 77880
TELEPHONE: (281) 455-9283
EMAIL: SSCHEVE@REEDSMITH.COM

ENGINEER:

NAME: SHAUN HANSON
ADDRESS: 401 W. 26TH STREET, SUITE 3,
BRYAN, TEXAS 77803
TELEPHONE: (979) 314-8999
EMAIL: SHANSON@GESSNERENG.COM

SURVEYOR:

NAME: DANNY DAVIS
ADDRESS: 11913 STARCREST DRIVE,
SAN ANTONIO, TEXAS 78247
TELEPHONE: (726) 888-6692
EMAIL: DDAVES@GESSNERENG.COM



PREPARED BY:



PLAN | DESIGN | VERIFY

GESSNER ENGINEERING
Corporate Office
401 W. 26th Street
Suite 3
Bryan, Texas 77803
www.gessnerengineering.com

FIRM REGISTRATION NUMBER:
TBPE F-7451, TBPLS F-10193910

BRYAN 979.680.8840
BRENNHAM 979.836.6855
FORT WORTH 817.405.0774
SAN ANTONIO 210.556.4124
GEORGETOWN 512.930.5832

FOR CONSTRUCTION



12/2/21

GENERAL NOTES:

- PRIOR TO CONSTRUCTION, THE CONTRACTOR MUST PROVIDE SUBMITTALS OF PROPOSED CONSTRUCTION MATERIALS FOR REVIEW BY THE DESIGN ENGINEER A MINIMUM OF 14 DAYS PRIOR TO REQUIRED USE.
- A PRE-CONSTRUCTION MEETING WILL BE HELD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. TIME AND LOCATION TO BE DETERMINED BY OWNER.
- ALL BOUNDARY, TOPOGRAPHIC INFORMATION, AND SURVEY CONTROL WAS COMPLETED IN JULY 2021 BY SURVEYOR GESSNER ENGINEERING. CHANGES IN SITE OR FIELD CONDITIONS MAY HAVE OCCURRED.
- THE CONTRACTOR SHALL PROTECT ALL SURVEY MONUMENTATION, BENCHMARKS, AND MARKERS DURING CONSTRUCTION.
- THE CONTRACTOR MUST PROVIDE CONSTRUCTION STAKING SERVICES BASED ON THE INFORMATION PROVIDED IN THE PLANS.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH FACILITY/PROPERTY OWNERS. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE DONE TO EXISTING FACILITIES, PAVEMENT, ETC. AS A RESULT OF CONSTRUCTION ACTIVITIES.
- ALL ITEMS SHOWN ON THESE PLANS ARE ASSUMED NEW/PROPOSED UNLESS DESIGNATED OR SHOWN AS EXISTING AND SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR INCLUSIVE OF ANY MATERIALS, LABOR, EQUIPMENT, AND OTHER REQUIREMENTS FOR A COMPLETE AND FUNCTIONING SITE ELEMENT. ALL ITEMS NECESSARY FOR PROPER COMPLETION OF THE WORK NOT SPECIFICALLY CALLED FOR OR SPECIFIED ON THE PLANS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND CONSIDERED SUBSIDIARY TO THE WORK.
- ALL UTILITIES AND SERVICE LINES SHOWN ARE TAKEN FROM RECORD INFORMATION SUPPLIED BY THE UTILITY OWNER OR HORIZONTALLY LOCATED BY INDEPENDENT LOCATORS. CONTRACTOR IS RESPONSIBLE TO REPORT ANY CONFLICTS BETWEEN PLAN AND ACTUAL CONDITIONS PRIOR TO CONSTRUCTION. OWNER, SURVEYOR, AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF INFORMATION OR DATA RELIED ON TO DEPICT UNDERGROUND FACILITIES. CONTRACTOR IS TO VERIFY THE EXACT LOCATION AND VERTICAL POSITIONING OF ALL PIPELINES, COMMUNICATION LINES, ELECTRICAL LINES, EXISTING UTILITIES, AND SERVICE LINES WITHIN THE PROJECT AREA, WHETHER SHOWN ON THE PLANS OR NOT, AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. CONTRACTOR IS TO CONTACT OWNERS OF ALL UTILITIES AND SERVICE LINES WITHIN THE PROJECT AREA AND NOTIFY OF INTENT AT LEAST 1 WEEK PRIOR TO CONSTRUCTION.
- CONTRACTOR IS TO MAINTAIN STRUCTURAL INTEGRITY OF ALL PIPELINES, ELECTRIC TRANSMISSION POLES AND LINES, PERMANENT AND TEMPORARY UTILITIES, AND UTILITY SERVICES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES OR SERVICE LINES DURING THE CONSTRUCTION PROCESS. WHERE EXISTING UTILITIES OR SERVICE LINES ARE DAMAGED, THE CONTRACTOR SHALL REPAIR OR REPLACE THE UTILITY OR SERVICE LINE WITH THE SAME TYPE OF MATERIAL AND CONSTRUCTION, OR BETTER. ALL MATERIAL AND LABOR SHALL BE AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL NOTIFY TEXAS811 AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION ACTIVITY AT 811 OR HTTP://WWW.TEXAS811.ORG. THE CONTRACTOR SHALL ALSO NOTIFY APPLICABLE UTILITY COMPANIES THAT HAVE UTILITY LINES ON OR IN THE GENERAL VICINITY OF THIS PROJECT SITE AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL STANDARDS, SPECIFICATIONS, AND REGULATIONS. WHERE CONSTRUCTION DOCUMENTS CONFLICT WITH THOSE GUIDELINES, THE MORE STRINGENT REQUIREMENTS SHALL GOVERN.
- CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THESE PLANS AND ONSITE FIELD CONDITIONS OR SPECIFICATIONS OF OTHER DISCIPLINES. CONTRACTOR IS RESPONSIBLE TO REPORT ANY CONFLICTS WITHIN PLANS OR SPECIFICATIONS AND AWAIT WRITTEN INSTRUCTION FROM ENGINEER OR ARCHITECT PRIOR TO STARTING CONSTRUCTION.
- THE CONTRACTOR IS REQUIRED TO OBTAIN ALL NECESSARY PERMITS, AS WELL AS INSPECTION APPROVALS.
- A COPY OF APPROVED CONSTRUCTION PLANS SHALL BE KEPT ON SITE AT ALL TIMES THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN A SET OF REDLINE DRAWINGS TO RECORD AS-BUILT CONDITIONS.
- DURING CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN AN ORDERLY PROJECT SITE. THE CONTRACTOR SHALL CLEAN, REMOVE, AND PROPERLY DISPOSE OF ANY SURPLUS OR DISCARDED MATERIALS, TEMPORARY STRUCTURES, AND DEBRIS FROM THE PROJECT SITE.
- THE CONTRACTOR IS RESPONSIBLE FOR STORAGE AND SAFE-GUARDING OF ALL MATERIALS AND EQUIPMENT AT THE PROJECT SITE TO MAINTAIN A SAFE AND SECURE PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTAINMENT AND PROPER DISPOSAL OF ALL LIQUID AND SOLID WASTE ASSOCIATED WITH THIS PROJECT. THE CONTRACTOR SHALL USE ALL MEANS NECESSARY TO PREVENT THE OCCURRENCE OF WIND BLOWN LITTER FROM THE PROJECT SITE. THE SITE IS REQUIRED TO PROVIDE CONTAINMENT FOR WASTE PRIOR TO AND DURING DEMOLITION. SOLID WASTE ROLL OFF BOXES AND/OR METAL DUMPSTER SHALL BE SUPPLIED BY THE CONTRACTOR.
- CONTRACTOR IS TO CONFINE ALL WORK TO OWNER'S PROPERTY. NO CONSTRUCTION ACTIVITY IS ALLOWED ON OR THROUGH PRIVATE PROPERTY UNLESS COVERED BY A PUBLIC UTILITY EASEMENT OR OTHER DOCUMENTED AGREEMENT. ANY ADJACENT RIGHT-OF-WAY (R.O.W.) OR PROPERTY AFFECTED DURING CONSTRUCTION SHALL BE RETURNED TO PRE-CONSTRUCTION CONDITION AT THE CONTRACTOR'S EXPENSE.
- ALL EXISTING UTILITY APPURTENANCES (VALVE BOXES, FIRE HYDRANTS, MANHOLE RING AND COVER, JUNCTION BOX RING AND COVER, ETC) SHALL BE ADJUSTED TO FINAL GRADES.
- ALL CONSTRUCTION OPERATIONS FOR THIS PROJECT SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE UNITED STATES OCCUPATIONAL AND HEALTH ADMINISTRATION (OSHA).
- THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL STATE AND FEDERAL REGULATIONS REGARDING CONSTRUCTION ACTIVITIES NEAR ENERGIZED OVERHEAD ELECTRIC LINES.
- THESE PLANS, PREPARED BY GESSNER ENGINEERING, DO NOT EXTEND TO OR INCLUDE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONTRACTOR OR HIS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED IN THE WORK.
- CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ALL JOB SITE SAFETY, FOR MANAGEMENT OF JOB SITE PERSONNEL, FOR SUPERVISION OF THE USE OF JOB SITE EQUIPMENT AND FOR DIRECTION OF ALL CONSTRUCTION PROCEDURES, METHODS, AND ELEMENTS REQUIRED TO COMPLETE THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
- CONTRACTOR TO COORDINATE WITH AVADEK FOR THE DETAIL OF THE CARPORT PRIOR TO ORDERING MATERIALS. CONTRACTOR TO SUBMIT THE SHOP DRAWINGS OF THE CONNECTIONS, PLATES, AND FOOTINGS TO THE ENGINEER OF RECORD FOR REVIEW.

DEMOLITION NOTES:

- AREAS BENEATH REMOVED PAVEMENT SHALL BE CLEARED OF ALL LOOSE OR DISTURBED MATERIAL AND WATER. THE AREA SHALL BE PROOF-ROLLED AND MANUALLY COMPACTED OR REPLACED WITH SIMILAR MATERIALS PRIOR TO NEW PAVEMENT PLACEMENT PER SPECIFICATIONS.
- UNDER ALL IMPROVEMENTS, ALL ITEMS ARE TO BE REMOVED UNLESS OTHERWISE INDICATED. REMOVE NOT ONLY THE ABOVE GROUND ELEMENTS BUT ALL UNDERGROUND ELEMENTS FOR UTILITIES UNLESS OTHERWISE INDICATED. DURING CLEARING AND GRUBBING ACTIVITIES WHERE TREES AND BRUSH ARE TO BE REMOVED, REMOVE THE TOTAL EXTENT OF THEIR ROOT SYSTEMS. UNLESS OTHERWISE DIRECTED BY THE OWNER, ALL MATERIALS AND DEBRIS DEMOLISHED AND/OR REMOVED SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A MANNER SATISFACTORY TO THE OWNER, ARCHITECT, & ENGINEER. ON-SITE BURNING WILL NOT BE PERMITTED.
- ALL EXCESS TOPSOIL AND CUT MATERIAL IS TO BE HAULED OFF AND DISPOSED OF OFF-SITE.
- CONTRACTOR SHALL PREVENT TRANSPORT OF SEDIMENT TO ADJACENT PROPERTIES AND PUBLIC OR PRIVATE RIGHT OF WAYS AND IS RESPONSIBLE FOR CLEANUP IF SUCH OCCURS. CONTRACTOR IS TO ENSURE NO CONSTRUCTION DEBRIS OR MUD IS TRACKED OR DISCARDED ON TO ANY PUBLIC OR PRIVATE STREETS OR LAND AND IS RESPONSIBLE FOR SITE CLEANUP AFTER EACH DAYS WORK. CONTRACTOR IS TO MAKE USE OF BEST MANAGEMENT PRACTICES TO PREVENT SEDIMENT FROM LEAVING THE SITE OR ENTERING EXISTING STORM SEWER OR DOWNSTREAM CHANNEL AREAS. CONTRACTOR SHALL MAINTAIN EROSION CONTROL THROUGHOUT CONSTRUCTION PERIOD AND UNTIL GRASS IS ESTABLISHED.
- CONTRACTOR TO PROTECT ALL OR INDICATED EXISTING TREES TO REMAIN DURING DEMOLITION AND CONSTRUCTION ACTIVITIES.

DIMENSION CONTROL NOTES:

- THE CONTRACTOR MAY OBTAIN AN ELECTRONIC COPY OF PROJECT PLANS FOR CONSTRUCTION PURPOSES, WITH THE PERMISSION OF THE OWNER. THE ELECTRONIC FILE AND INFORMATION GENERATED, BY GESSNER ENGINEERING, FOR THIS PROJECT IS CONSIDERED BY GESSNER ENGINEERING, TO BE CONFIDENTIAL. WHEN ISSUED, ITS USE IS INTENDED SOLELY FOR THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED. THE MATERIAL IS INTENDED FOR USE BY THE RECIPIENT NAMED, ONLY, AND PERMISSION IS NOT GRANTED TO THE RECIPIENT FOR DISTRIBUTION OF THIS DOCUMENTS IN ANY FORM OR FASHION. THE RECIPIENT UNDERSTANDS THAT THIS DATA IS AUTHORIZED "AS IS" WITHOUT ANY WARRANTY AS TO ITS PERFORMANCE, ACCURACY, FREEDOM FROM ERROR, OR AS TO ANY RESULTS GENERATED THROUGHOUT ITS USE. THE RECIPIENT ALSO UNDERSTANDS AND AGREES THAT GESSNER ENGINEERING, UPON RELEASE OF SUCH DATA, IS NOT LONGER RESPONSIBLE FOR THEIR USE OR MODIFICATION. THE USER AND RECIPIENT OF THE ELECTRONIC DATA ACCEPTS FULL RESPONSIBILITY AND LIABILITY FOR ANY CONSEQUENCES ARISING OUT OF THEIR USE.
- ALL DIMENSIONS SHOWN ARE TO BE USED IN CONJUNCTION WITH THE PLANS FOR LOCATING ALL IMPROVEMENTS AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR FOR WORKABILITY PRIOR TO CONSTRUCTION OF THE IMPROVEMENTS. UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO BACK OF CURB.

GRADING NOTES:

- ALL UNPAVED AREAS SHALL BE ADEQUATELY GRADED TO DRAIN AT A MINIMUM OF 2.0% SLOPE, UNLESS OTHERWISE

- NOTED, SO THAT NO PONDING OCCURS.
- WHEN TOP OF CURB ELEVATIONS ARE SHOWN, THE CURB IS A STANDARD 6" CURB, UNLESS OTHERWISE NOTED.
 - ALL SPOTS ARE TOP OF CURB ELEVATIONS, UNLESS OTHERWISE NOTED.
 - CONTRACTOR SHALL FOLLOW THE GENERAL INTENT OF THE GRADING PLANS. MINOR ADJUSTMENTS TO THE ACTUAL ELEVATIONS SHOWN ON THE GRADING PLAN MAY BE REQUIRED TO MATCH EXISTING GROUND ELEVATIONS AND STRUCTURES. CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO ANY MODIFICATIONS.
 - ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO EXISTING CONDITIONS OR BETTER.
 - THE APPROVAL OF THE PLANS IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM AFFECTED PROPERTY OWNER(S). ANY ADJACENT PROPERTY OR RIGHT-OF-WAY DISTURBED DURING CONSTRUCTION SHALL BE RETURNED TO EXISTING CONDITIONS OR BETTER.
 - FILL MATERIAL FOR NON-STRUCTURAL AREAS (6 FOOT OUTSIDE OF EDGE OF PAVEMENT, BACK OF CURB, OR IMPROVED AREAS) SHALL BE PLACED IN 8" MAXIMUM LOOSE LIFTS AND COMPACTED TO A UNIFORM DENSITY OF AT LEAST 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR (ASTM D698) WITH A MOISTURE CONTENT OF +/- 3% OF OPTIMUM.
 - COMPACTION AND MOISTURE CONTROL SHALL BE VERIFIED BY IN-PLACE DENSITY TEST FOR EACH LIFT, 1 TEST PER 4,000 SF OF FILL PLACED, WITH A MINIMUM OF 1 TEST PER LIFT.
 - PRIOR TO REVEGETATION OPERATIONS, CONTRACTOR TO SPREAD/REPLACE AND CONSOLIDATE TOPSOIL TO A DEPTH OF 6" MINIMUM.
 - ALL DISRUPTED AREAS ARE TO HAVE ESTABLISHMENT OF GRASS AS OUTLINED BELOW. CONTRACTOR IS RESPONSIBLE FOR WATERING (INCLUDING TEMPORARY IRRIGATION IN AREAS NOT RECEIVING PERMANENT IRRIGATION), MAINTENANCE AND ESTABLISHMENT OF VEGETATION FOR A PERIOD OF 90 DAYS. CONTRACTOR TO GUARANTEE ALL PLANTED MATERIAL GROWTH AND COVERAGE FOR A PERIOD OF 6 MONTHS. GROWTH AND COVERAGE SHALL BE DEFINED AS 95% OF THE PLANTED AREA WITH UNIFORM COVERAGE OF GRASS GREATER THAN 1" IN HEIGHT WITH NO BARE SPOTS GREATER THAN 2 SQUARE FEET. SECOND APPLICATION OF SEED OR HYDROMULCH OR SOD IS REQUIRED FOR BARE SPOTS NOT MEETING COVERAGE REQUIREMENT WITHIN 30 DAYS OF INITIAL APPLICATION.
 - ALL DISTURBED AREAS NOT TO BE PAVED OR LANDSCAPED ARE TO BE PREPARED AND HYDROMULCH OR SEEDED OR SOD INSTALLED FOR PERMANENT ESTABLISHMENT OF VEGETATION. PRIOR TO OPERATIONS, CONTRACTOR IS TO REPLACE AND CONSOLIDATE TOPSOIL TO A DEPTH OF 6" MINIMUM. TOPSOIL TO BE HARLEYRAKE/TILLED TO A DEPTH OF 4" PRIOR TO SEEDING OR INSTALLATION OF SOD. FINAL GRADES WITH ESTABLISHED VEGETATION SHALL PROVIDE POSITIVE DRAINAGE. REVEGETATE PER DICS UNIFIED TECHNICAL SPECIFICATIONS - SPEC #32-92-19 SEEDING FOR EROSION CONTROL OR PROVIDE "TEXAS TOUGH" BERMUDAGRASS AT 1.25 LBS PER THOUSAND SQUARE FEET. BERMUDAGRASS SHALL BE DRILL SEEDED TO A DEPTH OF 1/8" TO 1/4".
 - CONTRACTOR SHALL MAINTAIN EROSION CONTROL UNTIL ALL LANDSCAPE AREAS ARE ESTABLISHED. CONTRACTOR IS RESPONSIBLE FOR CLEANUP FROM LANDSCAPING MATERIALS. MULCH OR LANDSCAPE SEDIMENT TRANSPORT THAT MAY OCCUR AFTER LANDSCAPE INSTALLATION INCLUDING MAINTENANCE OF GRATES AND TRENCH DRAINS.
 - CONTRACTOR IS RESPONSIBLE FOR SUBMITTING N.O.I./N.O.T. (IF NECESSARY) TO T.C.E.Q & PROVIDING DOCUMENTATION OF SUBMISSION TO THE CITY OF COLLEGE STATION.
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL MANHOLES, CLEANOUTS, VALVE BOXES, FIRE HYDRANTS, ETC. WITHIN THE AREA OF CONSTRUCTION. THEY MUST BE ADJUSTED TO PROPER GRADE BY THE CONTRACTOR PRIOR TO AINING THE PLACEMENT OF PAVEMENT.
 - SIDEWALKS SHALL HAVE A SLOPE NO GREATER THAN 5% AND A CROSS SLOPE NOT GREATER THAN 2%, UNLESS OTHERWISE NOTED.
 - HANDICAP ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL HAVE A MAXIMUM OF 2% SLOPE IN ALL DIRECTIONS.
 - CONTRACTOR SHALL CONTACT GESSNER ENGINEERING IF DISCREPANCIES EXIST AT EXISTING GRADE TIE-INS.

PAVEMENT NOTES:

- SUBGRADE:
 - EXISTING VEGETATION, TREES, STUMPS, AND ROOTS SHALL BE GRUBBED AND REMOVED. THE TOP 24" OF TOPSOIL AND SUBGRADE STRIPPED FROM THE AREAS TO BE COVERED BY PAVEMENT INCLUDING THE DEPTH OF THE ABANDONED CONCRETE PAD.
 - PAVING AREAS SHALL BE PROOF-ROLLED WITH A 20 TON COMPACTOR AND, IF REQUIRED AT THE TIME OF CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE WEAK AREAS BY OVER EXCAVATING AND BACKFILLING WITH SPECIFIED MATERIALS.
 - FILL MATERIAL FOR STRUCTURAL AREAS (EXTENDING 5 FOOT BEYOND EDGE OF PAVEMENT OR BACK OF CURB) SHALL MEET THE SPECIFIED MATERIALS OR MATERIALS AS OUTLINED IN THE GEOTECH REPORT. BE PLACED IN 8" MAXIMUM LOOSE LIFTS, AND COMPACTED TO A UNIFORM DENSITY OF AT LEAST 98% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR (ASTM D698) WITH A MOISTURE CONTENT OF +/- 3% OF OPTIMUM.
 - COMPACTION AND MOISTURE CONTROL SHALL BE VERIFIED BY IN-PLACE DENSITY TEST FOR EACH LIFT FOR EVERY 200 LINEAR FEET OF PAVEMENT OR EVERY 4,000 SF OF FILL PLACED, WHICH EVER WOULD PRODUCE THE GREATER TESTING FREQUENCY, WITH A MINIMUM OF ONE TEST PER LIFT.
 - SOILS SHALL BE STABILIZED WITH LIME TREATMENT IF PAVEMENT SUBGRADE SOILS CONSIST OF CLAYS OR CLAYEY SANDS OF HIGH PLASTICITY (PI>20).
 - SOILS SHALL BE STABILIZED WITH CEMENT TREATMENT IF PAVEMENT SUBGRADE SOILS CONSIST OF SANDS OR SILTS WITH LOW PLASTICITY (PI <= 15).
 - STABILIZATION SHALL BE ACCOMPLISHED SUCH THAT A UNIFORM SUBGRADE MIX IS OBTAINED AND SHALL EXTEND TO 2 FOOT BEYOND THE BACK OF CURB OR EDGE OF PAVEMENT. PRIOR TO THE APPLICATION OF LIME OR CEMENT TO THE SUBGRADE, THE OPTIMUM PERCENTAGE TO BE ADDED SHALL BE DETERMINED BASED ON TEX-121-E LABORATORY TESTS (LIME) AND TEX-120-E LABORATORY TESTS (CEMENT) CONDUCTED ON MIXTURES OF THE SUBGRADE SOILS WITH VARYING PERCENTAGES. SUBGRADE SOIL SAMPLES SHOULD BE OBTAINED FROM THE PAVEMENT AREA AT THE PROPOSED FINAL SUBGRADE ELEVATION. THE LIME OR CEMENT SHOULD INITIALLY BE BLENDED WITH A MIXING DEVICE SUCH AS PULVERIZER OR MIXER AND SUFFICIENT WATER ADDED.
 - THE AMOUNT OF LIME REQUIRED FOR STABILIZATION SHOULD BE THE PERCENT REQUIRED BY WEIGHT TO PRODUCE A PH NOT LESS THAN 12.4 AND TO PROVIDE A PI VALUE OF LESS THAN OR EQUAL TO 18.
 - THE AMOUNT OF CEMENT REQUIRED FOR STABILIZATION SHOULD BE THE PERCENT REQUIRED BY WEIGHT TO PRODUCE A MINIMUM COMPRESSION STRENGTH OF 50 PSI PRIOR TO BEING OPEN TO LOCAL OR CONSTRUCTION TRAFFIC.
 - A STABILIZATION DEPTH CHECK SHALL BE PERFORMED WITH EACH DENSITY TEST FOR THE STABILIZED LIFT.
- CONCRETE PAVEMENT:
 - CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4,000 PSI.
 - ALL CONCRETE SHALL BE VIBRATED WHEN PLACED.
 - PAVEMENT CONTRACTION JOINTS SHALL BE INSTALLED PER PLAN AND DETAIL SHEET, WITH A MAXIMUM SPACING OF 24 TIMES THE THICKNESS OF THE PAVEMENT (12' FOR 6" PAVEMENT). CONTRACTION JOINTS SHALL BE INSTALLED AS SOON AS CONCRETE CURING ALLOWS AND SHALL BE CUT 1/4 OF THE THICKNESS OF THE PAVEMENT. AN EARLY ENTRY SAW IS PREFERRED. TOOLED OR FORMED JOINTS ARE NOT ALLOWED.
 - PAVEMENT EXPANSION JOINTS SHALL BE SPACED AS SHOWN ON THE PLANS AND INSTALLED PER DETAIL SHEET. CONSTRUCTION SHALL BE STOPPED AT EXPANSION JOINTS. IF CONDITIONS REQUIRE, CONSTRUCTION TO BE STOPPED AT OTHER LOCATIONS, A COLD JOINT SHALL BE CONSTRUCTED.
 - ISOLATION JOINTS SHALL BE PLACED AT ALL IN-PAVEMENT OBJECTS INCLUDING INLETS, LIGHT POLE FOOTINGS, CLEANOUTS, ETC.
 - ALL JOINTS SHALL BE SEALED. PROVIDE EXPANSION JOINT WATER STOP CAPS AT NEW CONCRETE. PROVIDE EXPANSION JOINT SEALANT AT NEW TO EXISTING PAVEMENT.
 - REFERENCE DETAIL SHEET FOR PAVEMENT AND SIDEWALK CONSTRUCTION DETAILS.
 - TRANSPORTATION AND PLACEMENT OF THE CONCRETE SHALL BE IN ACCORDANCE WITH ACI 301. A TEST SET CONSISTING OF 4 CYLINDERS SHALL BE TAKEN FOR EVERY 75 CUBIC YARDS OF CONCRETE.
- REINFORCING STEEL:
 - ALL REINFORCEMENT SHALL BE ASTM A-615, GRADE 60. THE PAVEMENT REINFORCEMENT SHALL BE PER DETAILS.
 - LAPS AND SPLICES IN REINFORCING BARS SHALL BE A MINIMUM OF 30 BAR DIAMETERS IN LENGTH. BARS SHALL BE SECURED AT EVERY OTHER INTERSECTION.
- CURB AND GUTTER SECTION:
 - EXPANSION JOINTS SHALL BE SPACED AT A MAXIMUM DISTANCE OF 40' AND AT ALL RADIUS POINTS, PT'S AND PC'S AND SHALL BE SEALED.
 - CONTRACTION JOINTS SHALL BE SPACED AT A MAXIMUM OF 10' AND SHALL BE SEALED. TOOLED OR FORMED JOINTS ARE NOT ALLOWED.
- PAINTING AND STRIPING:
 - CONTRACTOR SHALL PAINT STRIPING FOR THE PARKING AREA AS INDICATED ON THE PLAN. THE SOLID LINE REPRESENTS A 4" WIDE SOLID WHITE LINE TO BE PAINTED. CONTRACTOR IS RESPONSIBLE TO PAINT HANDICAP MARKINGS AND LOADING ZONES IN CONFORMANCE WITH CURRENT ADA/TAS STANDARDS AND ALL FIRE LANE MARKINGS IN ACCORDANCE WITH CITY OF NAVASOTA REQUIREMENTS.
 - MATERIAL AND METHODS FOR PAVEMENT MARKINGS SHALL CONFORM TO ITEM 666 OF THE TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS, AND BRIDGES.



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FOR
CONSTRUCTION

211 S 10TH PARKING LOT
NAVASOTA, TX: 77868

NOTES

ISSUE DATE: 12/02/2021

DRAWN BY: ER, NF

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PROJECT #: 21-0293

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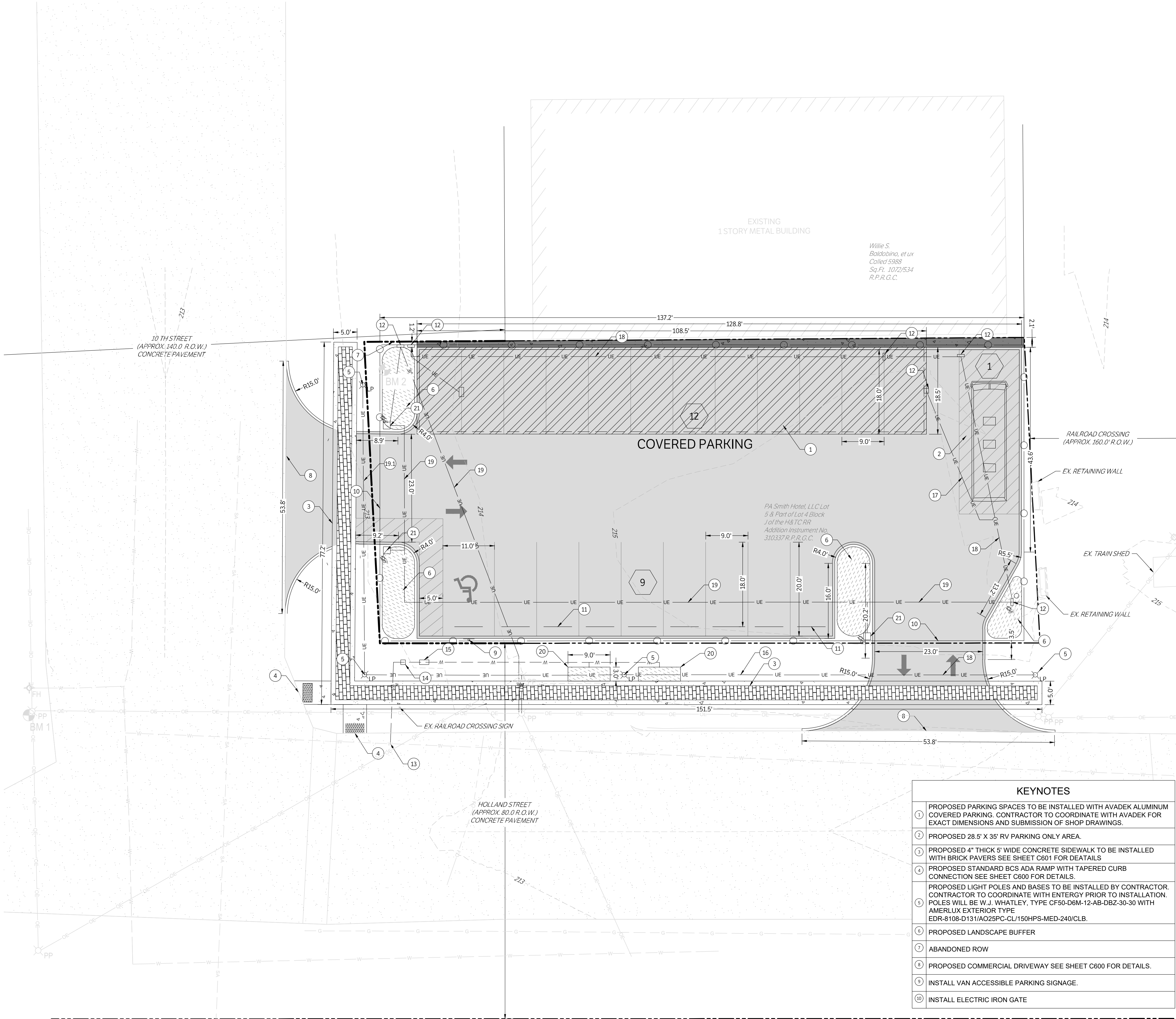
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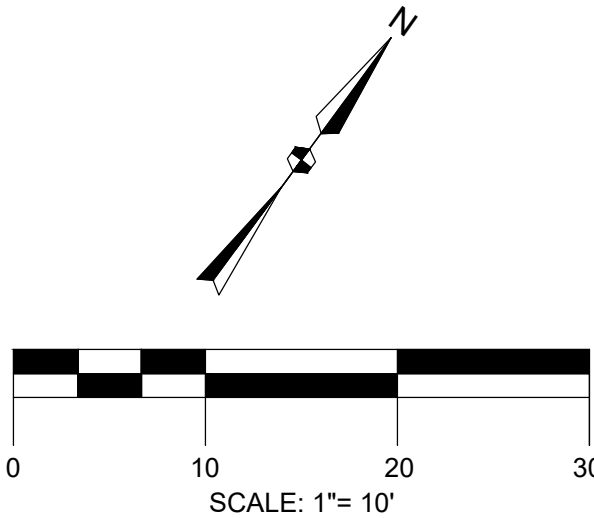
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CAUTION: CONTACT TEXAS 811 AND LOCAL UTILITY PROVIDERS TO LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION.
CONTACT GESSNER ENGINEERING IF CONFLICTS OCCUR.



PROJECT BENCHMARK: BM

BM 1:
A RAILROAD SPIKE AT THE BASE OF A POWER POLE 5' SOUTHEAST OF THE FIRE HYDRANT ON 11TH STREET.
ELEVATION = 213.60'

BM 2:
A 60D NAIL 32' SOUTHWEST OF THE EXISTING ONE STORY METAL BUILDING.
ELEVATION = 213.66'

LEGEND	
	PROPOSED 7" THICK CONCRETE PAVEMENT
	PROPOSED LANDSCAPE AREA
	PROPOSED 4" THICK CONCRETE SIDEWALK
	PROPOSED DETECTABLE WARNING SURFACE
	PROPOSED BRICK SIDEWALK PAVER
	PROPOSED 6" THICK CONCRETE FLUME
	EXISTING PAVEMENT
	EXISTING PAVEMENT EDGE
	PROPERTY LINE
	EXISTING EASEMENT
	PROPOSED IRON FENCE
	EXISTING CONTOURS
	PROPOSED CONTOURS
	EX. PROP. WATER LINE
	EX. PROP. SANITARY SEWER LINE
	EX. PROP. GAS LINE
	EX. PROP. UNDERGROUND ELECTRIC
	EX. PROP. FIBER OPTIC
	EX. PROP. OVERHEAD ELECTRIC
	EX. PROP. FIRE HYDRANT
	EX. PROP. WATER METER
	EX. PROP. GATE VALVE
	EX. PROP. LIGHT POLE

KEYNOTES	
1	PROPOSED PARKING SPACES TO BE INSTALLED WITH AVADEK ALUMINUM COVERED PARKING. CONTRACTOR TO COORDINATE WITH AVADEK FOR EXACT DIMENSIONS AND SUBMISSION OF SHOP DRAWINGS.
2	PROPOSED 28.5' X 35' RV PARKING ONLY AREA.
3	PROPOSED 4" THICK 5' WIDE CONCRETE SIDEWALK TO BE INSTALLED WITH BRICK PAVERS SEE SHEET C801 FOR DETAILS.
4	PROPOSED STANDARD BCS ADA RAMP WITH TAPERED CURB CONNECTION SEE SHEET C800 FOR DETAILS.
5	PROPOSED LIGHT POLES AND BASES TO BE INSTALLED BY CONTRACTOR. CONTRACTOR TO COORDINATE WITH ENTERGY PRIOR TO INSTALLATION. POLES WILL BE W.J. WHATLEY, TYPE CF50-D6M-12-AB-DBZ-30-30 WITH AMERLUX EXTERIOR TYPE EDR-8108-D131/A02SPC-CL/150HPS-MED-240/CLB.
6	PROPOSED LANDSCAPE BUFFER
7	ABANDONED ROW
8	PROPOSED COMMERCIAL DRIVEWAY SEE SHEET C600 FOR DETAILS.
9	INSTALL VAN ACCESSIBLE PARKING SIGNAGE.
10	INSTALL ELECTRIC IRON GATE

KEYNOTES	
11	INSTALL CONCRETE WHEELSTOPS TYP. SEE SHEET C601 FOR DETAILS
12	PROPOSED PRIVATE ELECTRIC PANEL TO BE INSTALLED BY CONTRACTOR. CONTRACTOR TO COORDINATE WITH ENTERGY PRIOR TO INSTALLATION.
13	INSTALL 8"x1" SERVICE SADDLE
14	INSTALL 1" IRR. METER (PUBLIC)
15	INSTALL BACK FLOW PREVENTER
16	INSTALL 1" PVC FOR CONDUIT
17	INSTALL 1 1/2" PVC FOR CONDUIT
18	INSTALL 1 1/4" PVC FOR CONDUIT
19	INSTALL 4" PVC SLEEVE FOR CONDUIT
20	INSTALL 3" PVC SLEEVE FOR CONDUIT
21	PUBLIC LANDSCAPE PLANTER BEDS SEE SHEET C601 FOR DETAILS
22	PROPOSED GATE OPENER.

PARKING ANALYSIS:
2 - ACCESSIBLE
19 - STANDARD
1 - RV
22 - TOTAL SPACES



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FOR
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SITE PLAN

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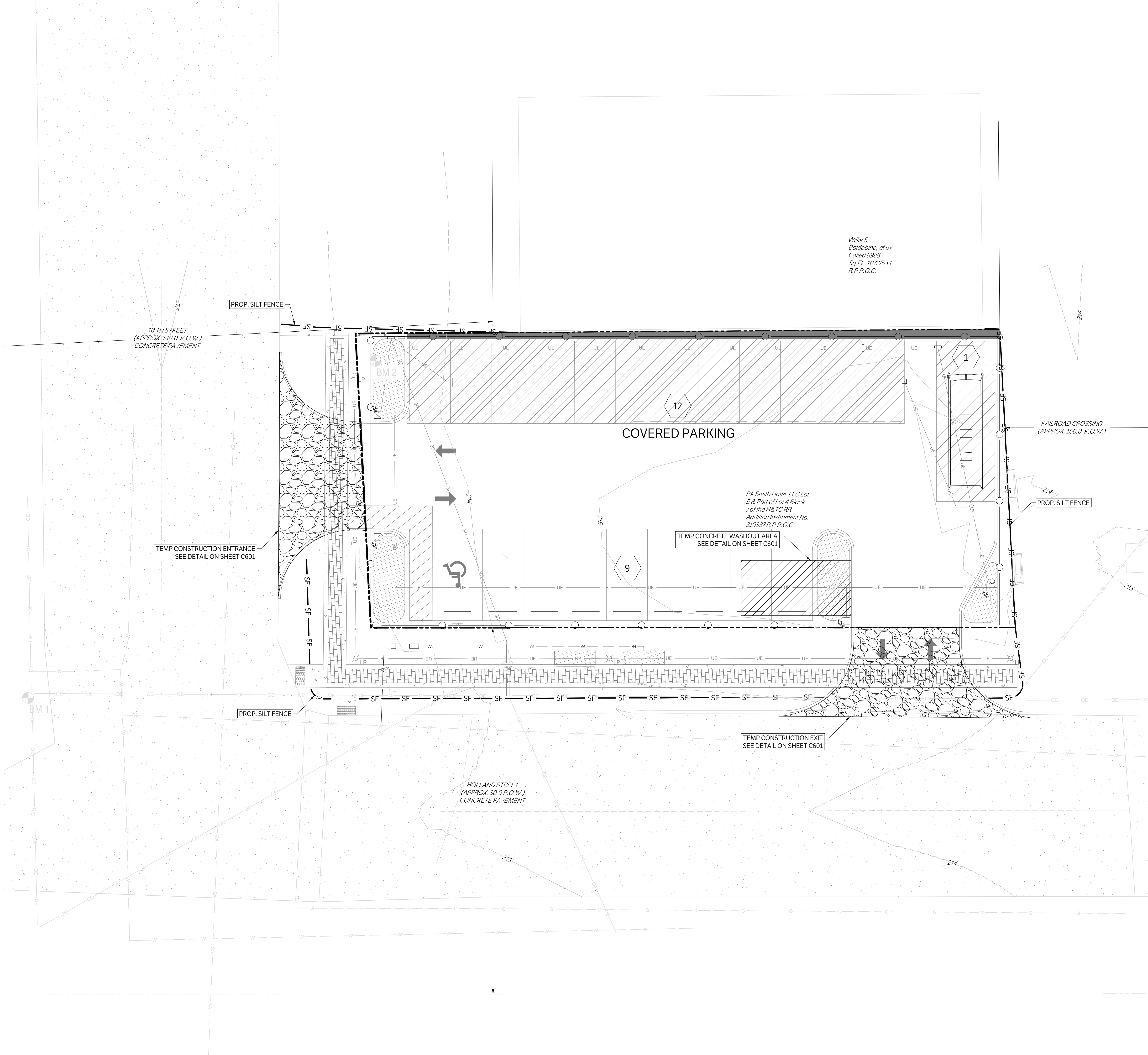
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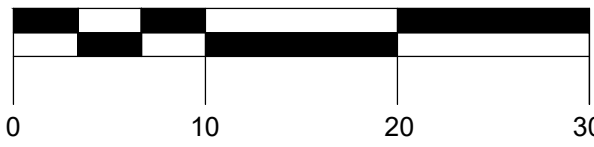
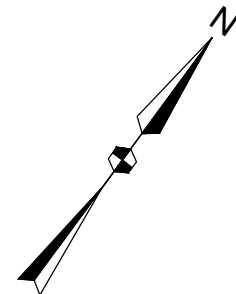
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ELEVATION = 213.66'

LEGEND	
	CONSTRUCTION ENTRANCE, INSTALLED PER DETAIL
	PROPERTY LINE
	EXISTING CONTOURS
	PROPOSED CONTOURS
	EXISTING FLOW PATH
	PROPOSED FLOW PATH
	SILT FENCE, INSTALLED PER DETAIL
	PROPOSED DAM EROSION CONTROL, LOG- 18"
	PROPOSED ROCK FILTER DAM TYPE 3



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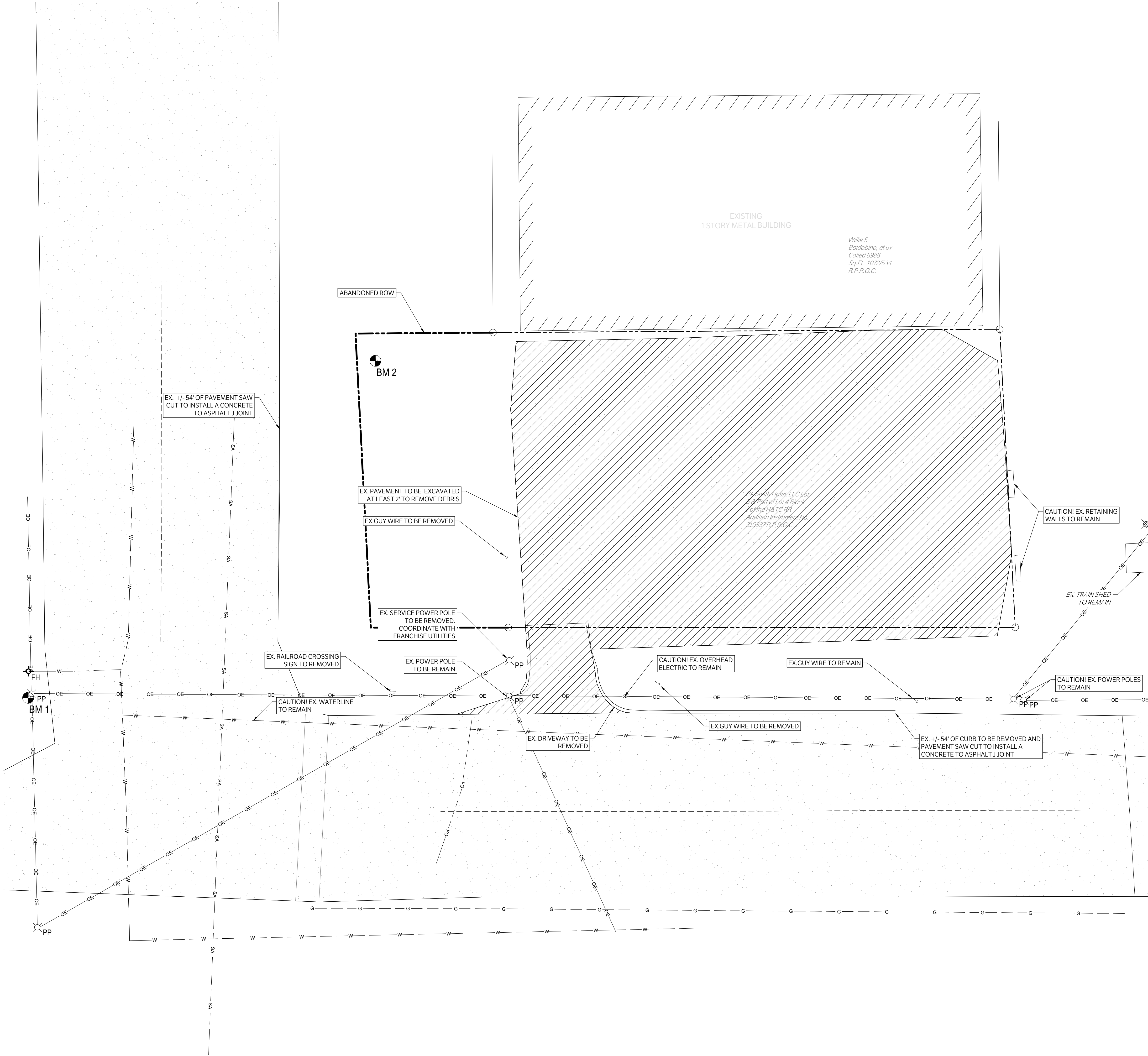
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EROSION CONTROL PLAN

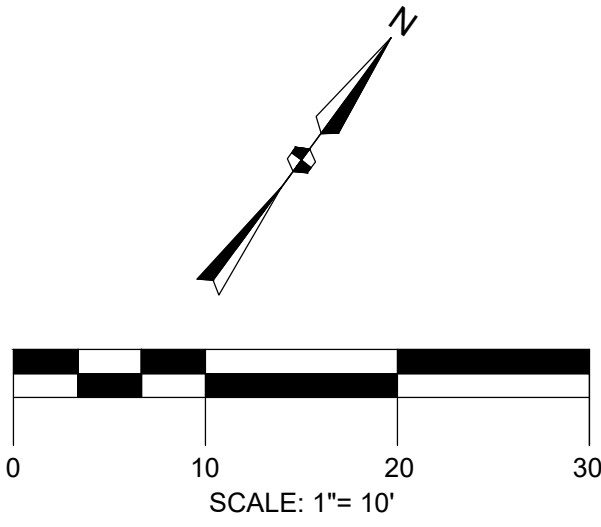
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LEGEND	
	DEMOLITION AREA
	EXISTING PAVEMENT



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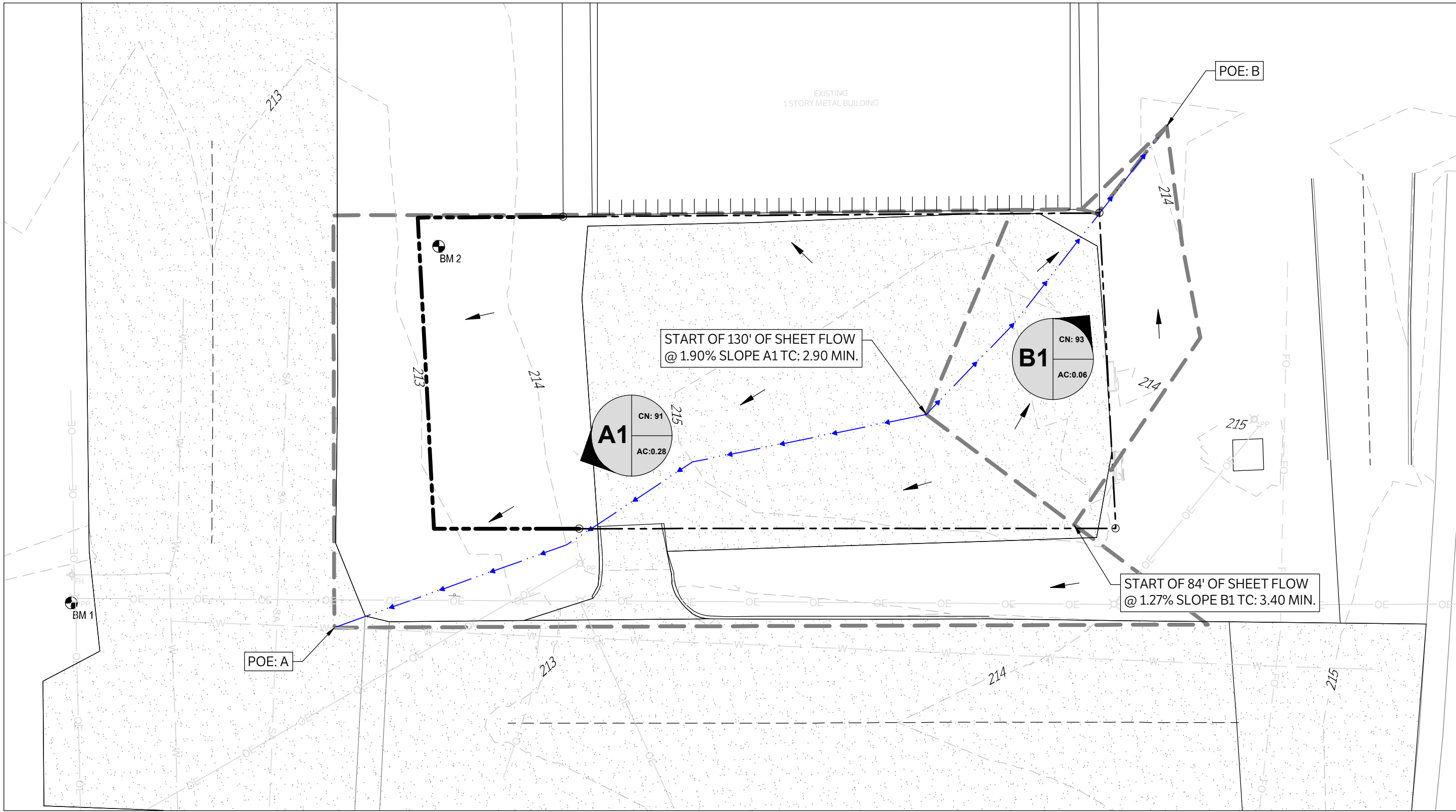
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DEMOLITION PLAN

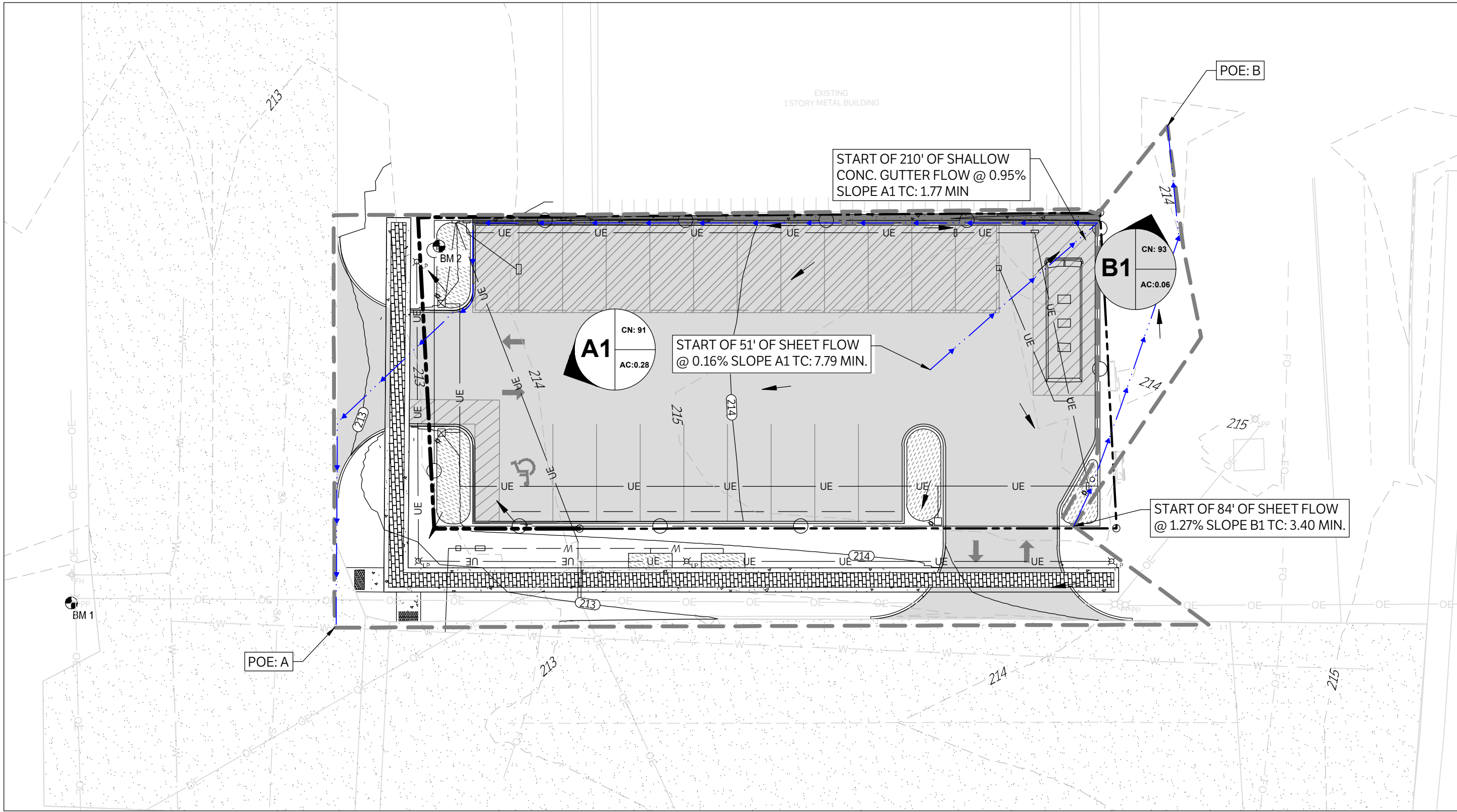
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PRE-DEVELOPED DRAINAGE AREA MAP
(SCALE 1"= 20')



POST-DEVELOPED DRAINAGE AREA MAP
(SCALE 1"= 20')

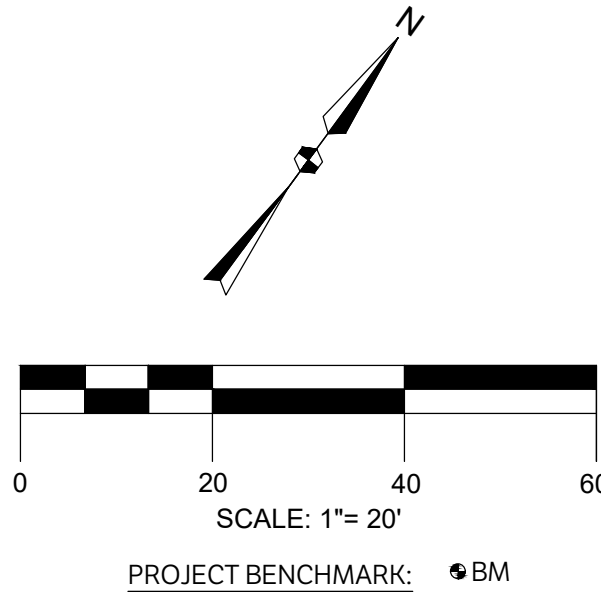
PRE DEVELOPED TIME OF CONCENTRATION		
CITY OF NAVASOTA		
SHEET FLOW		
COVER TYPE	CONCRETE	CONCRETE
MANNINGS ROUGHNESS COEFFICIENT	n	0.013
FLOW LENGTH (FT)	L	130.00
TWO-YEAR, 24 HR RAINFALL (IN)	P2	4.42
LAND SLOPE (FT/FT)	s	0.0190
TRAVEL TIME (MIN)	Tt	2.90
SHALLOW CONCENTRATED FLOW		
FLOW LENGTH (FT)	L	
WATERCOURSE SLOPE (FT/FT)	s	
PAVED OR UNPAVED		
AVERAGE VELOCITY (FT/S)	V	
TRAVEL TIME (MIN)	Tt	
RESULTS		
TIME OF CONCENTRATION (HR)	Tc	0.048
TIME OF CONCENTRATION (MIN)	Tc	2.90
DESIGN TIME OF CONCENTRATION (MIN)	Tc	10.00

PRE DEVELOPMENT PEAK RUNOFF									
AREA	SIZE (SQFT)	C	TC (MIN)	2 YR (CFS)	5 YR (CFS)	10 YR (CFS)	25 YR (CFS)	50 YR (CFS)	100 YR (CFS)
A1	12042	0.60	10	1.05	1.28	1.44	1.64	1.86	1.94
B1	2555	0.65	10	0.24	0.29	0.33	0.37	0.42	0.44

POST DEVELOPED TIME OF CONCENTRATION		
CITY OF NAVASOTA		
SHEET FLOW		
COVER TYPE	CONCRETE	CONCRETE
MANNINGS ROUGHNESS COEFFICIENT	n	0.013
FLOW LENGTH (FT)	L	51.00
TWO-YEAR, 24 HR RAINFALL (IN)	P2	4.42
LAND SLOPE (FT/FT)	s	0.0016
TRAVEL TIME (MIN)	Tt	7.79
SHALLOW CONCENTRATED FLOW		
FLOW LENGTH (FT)	L	210.00
WATERCOURSE SLOPE (FT/FT)	s	0.0095
PAVED OR UNPAVED	PAVED	
AVERAGE VELOCITY (FT/S)	V	1.98
TRAVEL TIME (MIN)	Tt	1.77
RESULTS		
TIME OF CONCENTRATION (HR)	Tc	0.159
TIME OF CONCENTRATION (MIN)	Tc	9.56
DESIGN TIME OF CONCENTRATION (MIN)	Tc	10.00

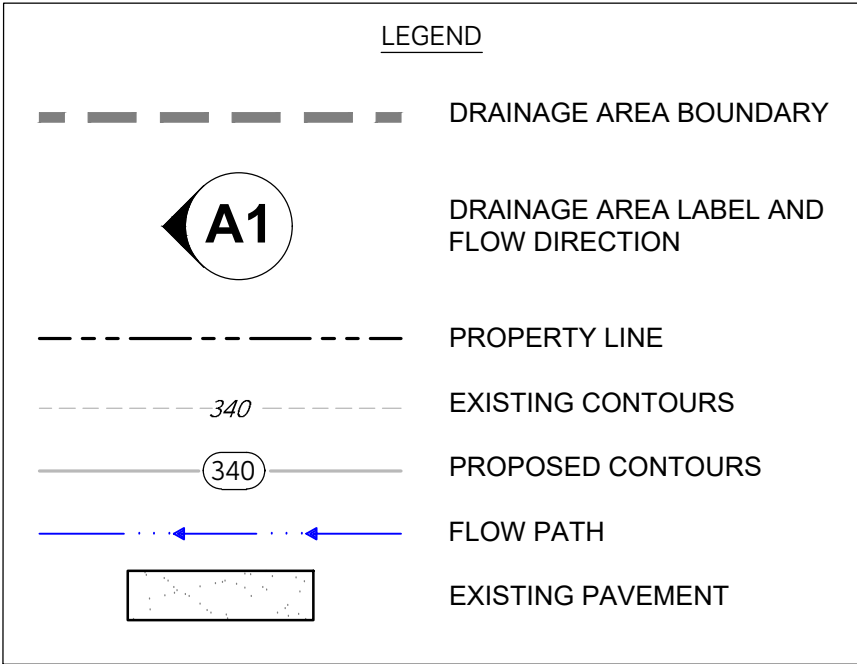
POST DEVELOPMENT PEAK RUNOFF									
AREA	SIZE (SQFT)	C	TC (MIN)	2 YR (CFS)	5 YR (CFS)	10 YR (CFS)	25 YR (CFS)	50 YR (CFS)	100 YR (CFS)
A1	13430	0.69	10	1.35	1.64	1.84	2.10	2.38	2.48
B1	1348	0.40	10	0.08	0.10	0.11	0.12	0.14	0.14

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FOR
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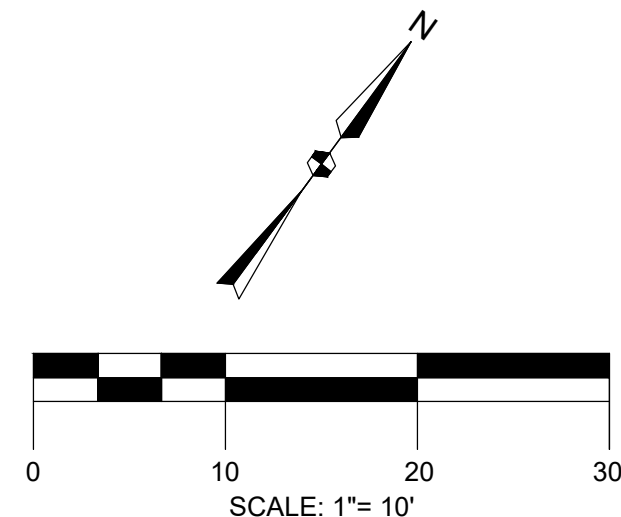
DRAINAGE AREA MAP

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GRADING & UTILITY PLAN

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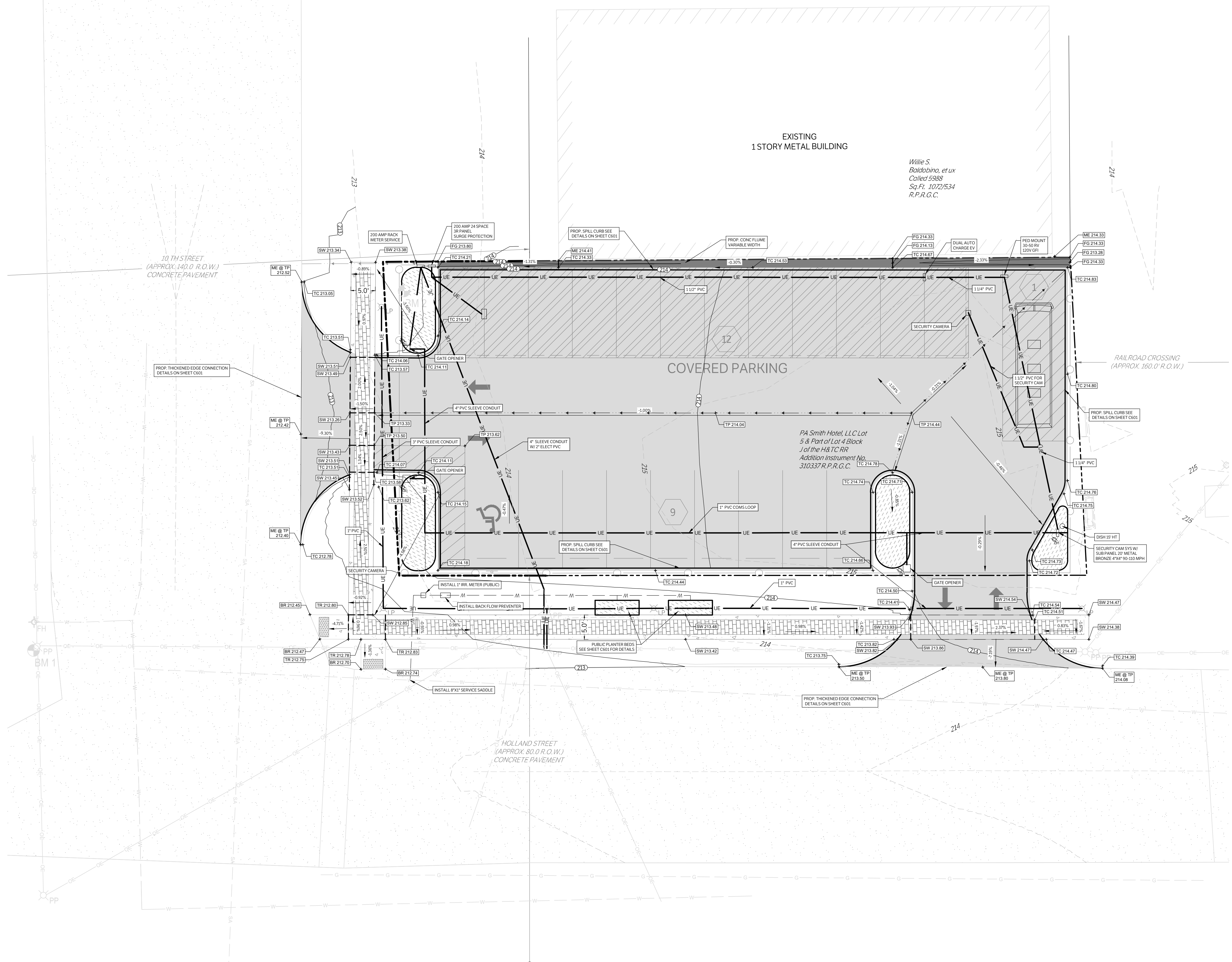
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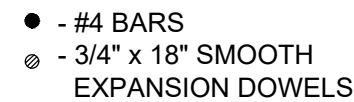
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LEGEND	
	EXISTING CONTOURS
	PROPOSED CONTOURS
	PROPERTY LINE
	PROPOSED SWALE WITH DIRECTION OF FLOW ARROWS
	PROPOSED BREAKLINE
BR	PROPOSED FINISHED GRADE AT BOTTOM OF RAMP
BS	PROPOSED FINISHED GRADE AT BOTTOM OF STAIR
BW	PROPOSED FINISHED GRADE AT BASE OF WALL
FG	PROPOSED FINISHED GRADE ELEVATION
FL	PROPOSED FLOWLINE ELEVATION
G	PROPOSED GUTTER FLOWLINE ELEVATION
GB	PROPOSED GRADE BREAK
JB	PROPOSED TOP OF JUNCTION BOX ELEVATION
ME @ SW	MATCH EXISTING SIDEWALK ELEVATION***
ME @ TC	MATCH EXISTING TOP OF CURB ELEVATION***
ME @ TP	MATCH EXISTING AT TOP OF PAVEMENT ELEVATION***
SW	PROPOSED TOP OF PAVEMENT AT SIDEWALK ELEVATION
TC	PROPOSED TOP OF CURB ELEVATION
TG	PROPOSED TOP OF GRATE ELEVATION
TP	PROPOSED TOP OF PAVEMENT ELEVATION
TR	PROPOSED TOP OF RAMP ELEVATION
TW	PROPOSED TOP OF WALL ELEVATION
***CONTACT GESSNER ENGINEERING WITH ANY DISCREPANCIES BETWEEN THE ME ELEVATION CALLED OUT ON THE PLANS AND FIELD CONDITIONS	

1. SIDEWALK PLACEMENT SHALL BE IN ACCORDANCE WITH B/C'S UNIFIED DESIGN GUIDELINES
2. FINISH: LIGHT ROOMED FINISH. JOINTS TO BE TOOLED "1" DEEP AT AN INTERVAL EQUAL TO THE SIDEWALK WIDTH.
3. EXPANDED JOINTS @ 40' O.C., CONTRACTION JOINTS @ 4' O.C.
4. DOWEL IN AND TIE TO ANY CONCRETE STRUCTURE ADJACENT TO SIDEWALK (DRIVEWAY, INLET BOX, CURB, JUNCTION BOX, ETC.)
5. COMPACTION: COMPACTED SUBGRADE MATERIAL COMPACTED TO A DENSITY AT LEAST 98% OF MAX DRY DENSITY AS DETERMINED BY PROCTOR COMPACTION TEST ASTM D698 (STANDARD) AND SHALL BE 0-4% WET OF THE OPTIMUM MOISTURE CONTENT.
6. A MINIMUM CLEAR PEDESTRIAN WIDTH AS DEFINED BY T&A AND ADA SHALL BE PROVIDED FOR ENTIRE LENGTH OF SIDEWALK

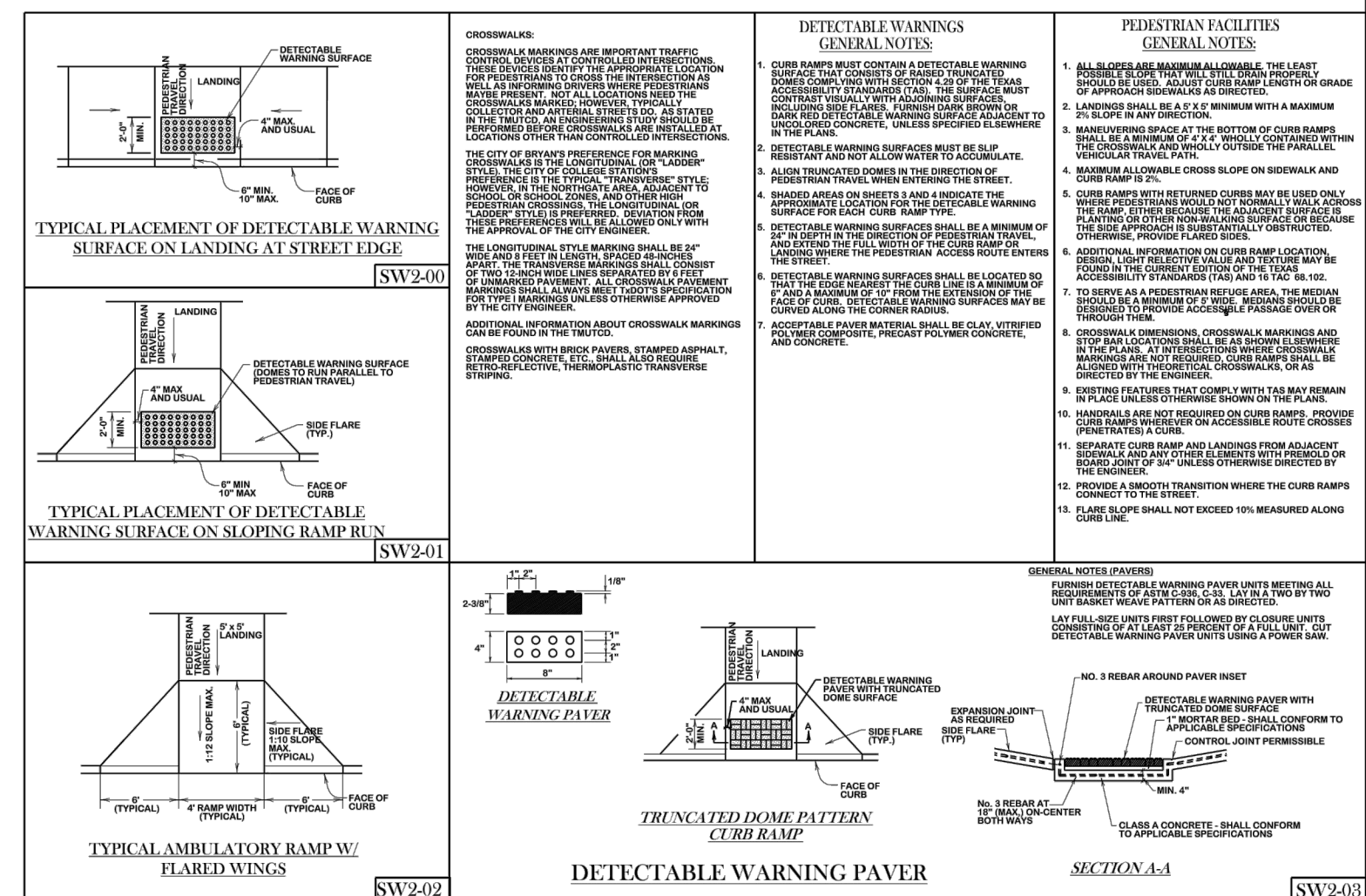
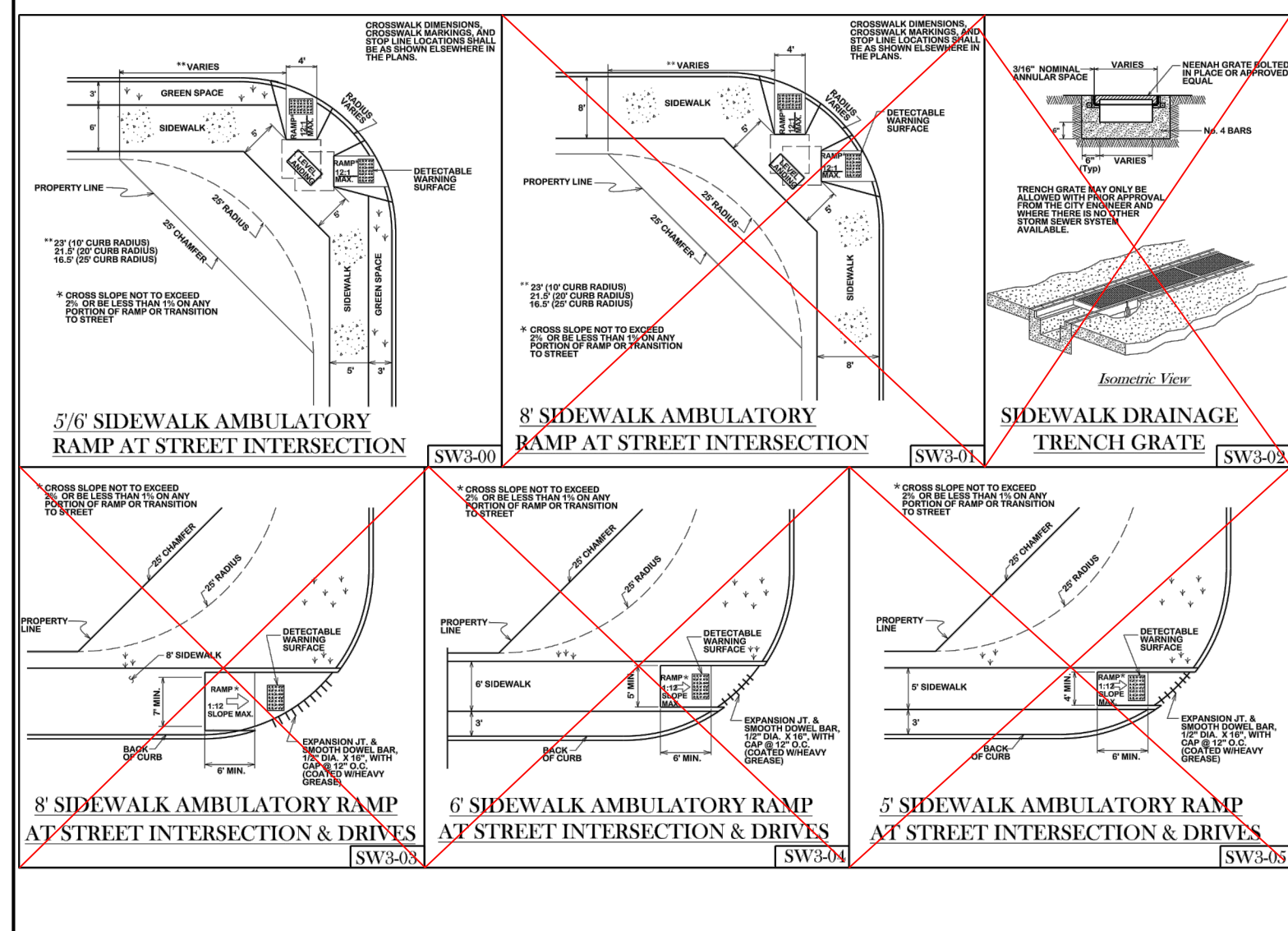
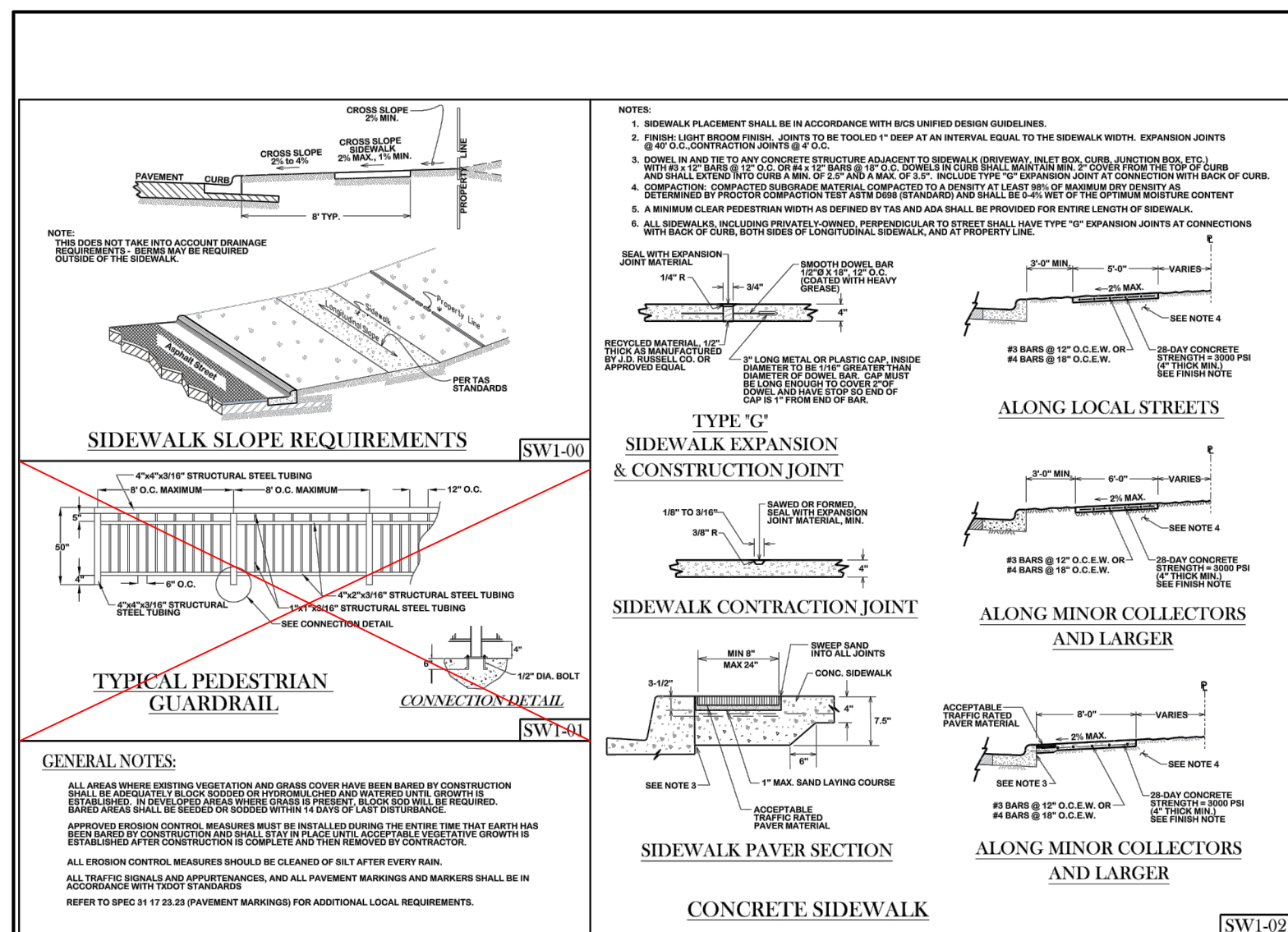
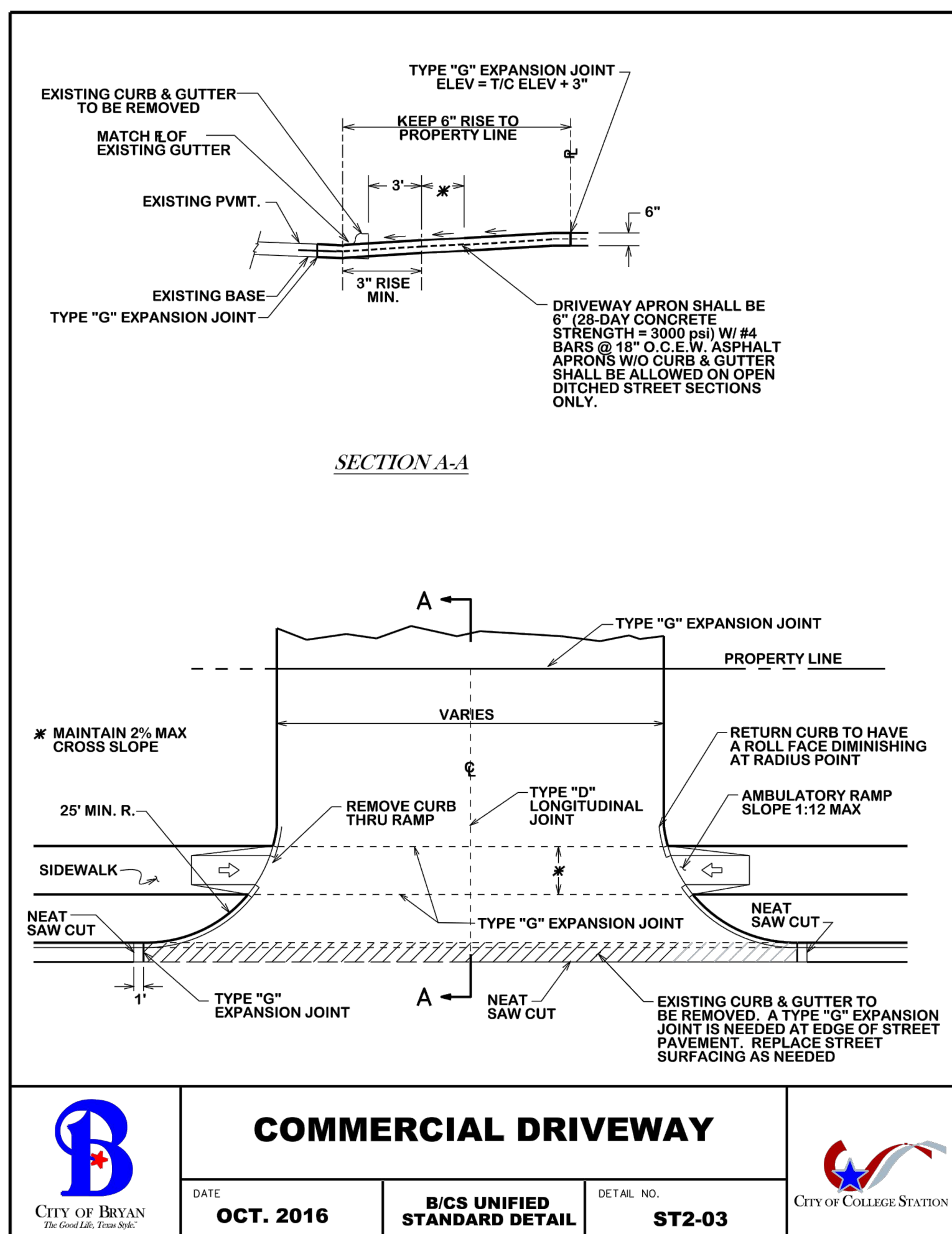


NOTE:
TYPE "G" EXPANSION JOINTS IN CURB & GUTTER SHALL BE SPACED AT A MAXIMUM DISTANCE OF 40' APART AND AT ALL RADIUS POINTS, P.T.S. AND P.C.S. TYPE "B" CONTRACTION JOINTS IN CURB & GUTTER SHALL BE SPACED AT A MAXIMUM DISTANCE OF 10' APART.

TYPICAL COMBINED CURB & GUTTER SECTION
NTS



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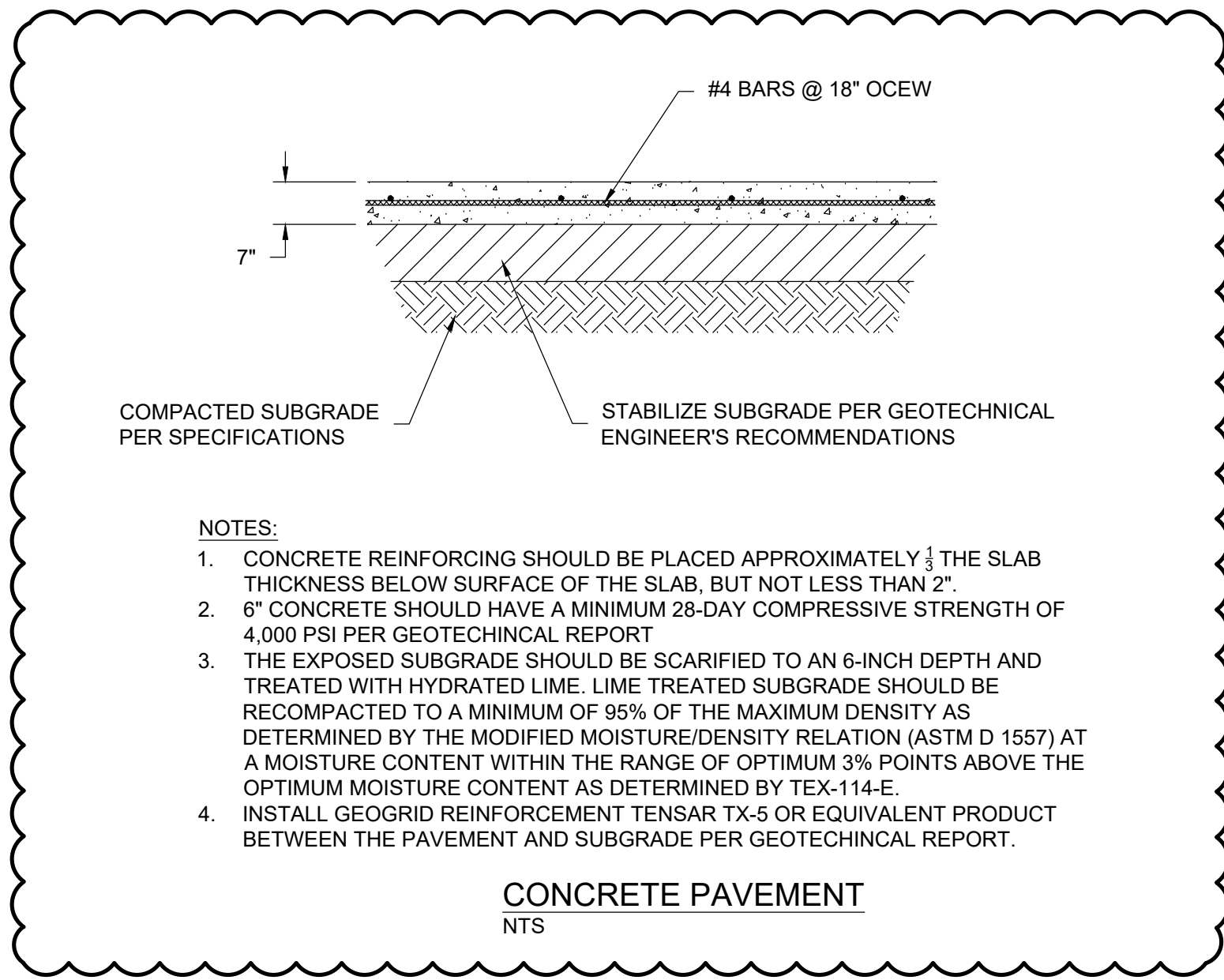
DETAILS

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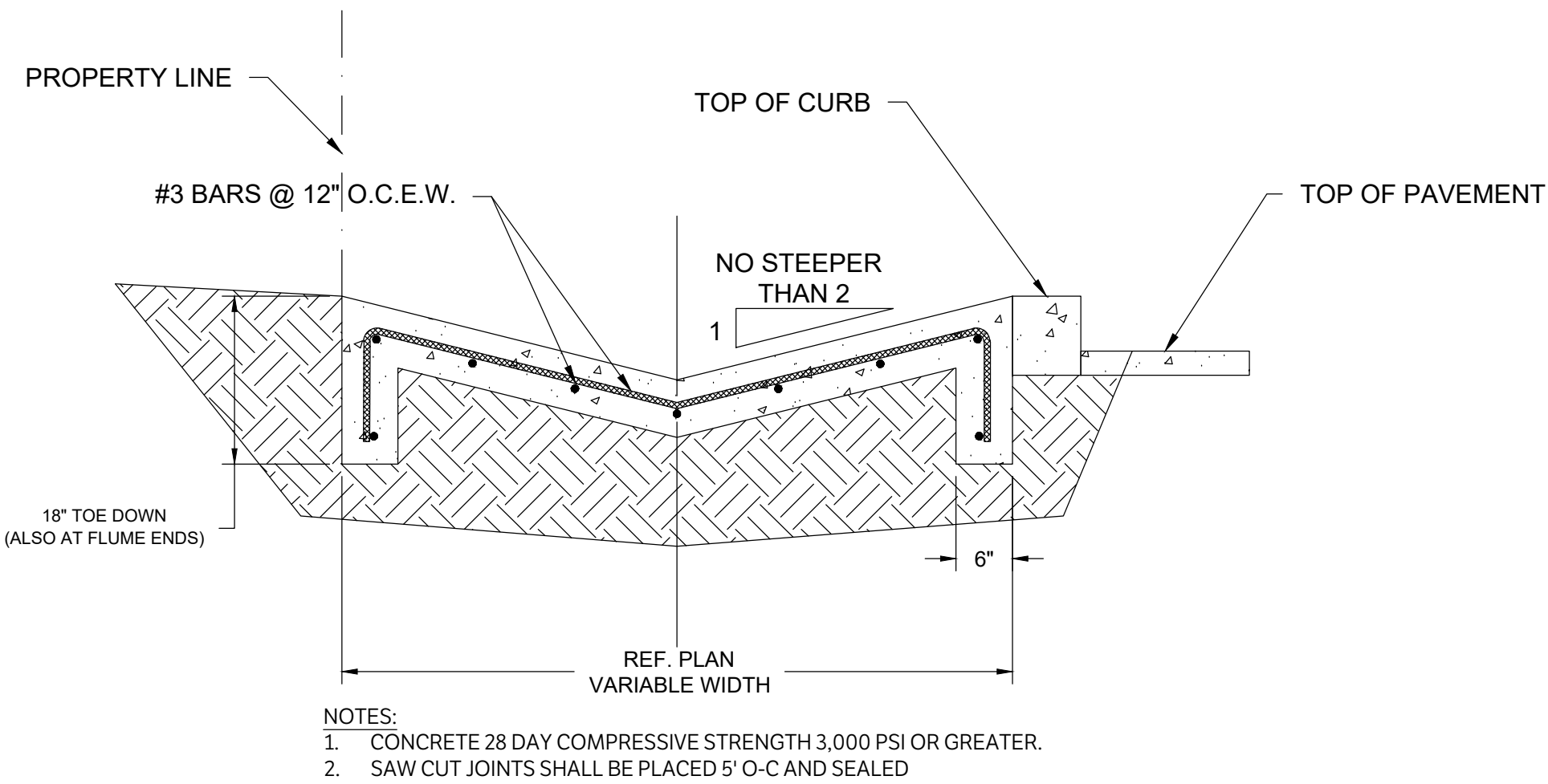
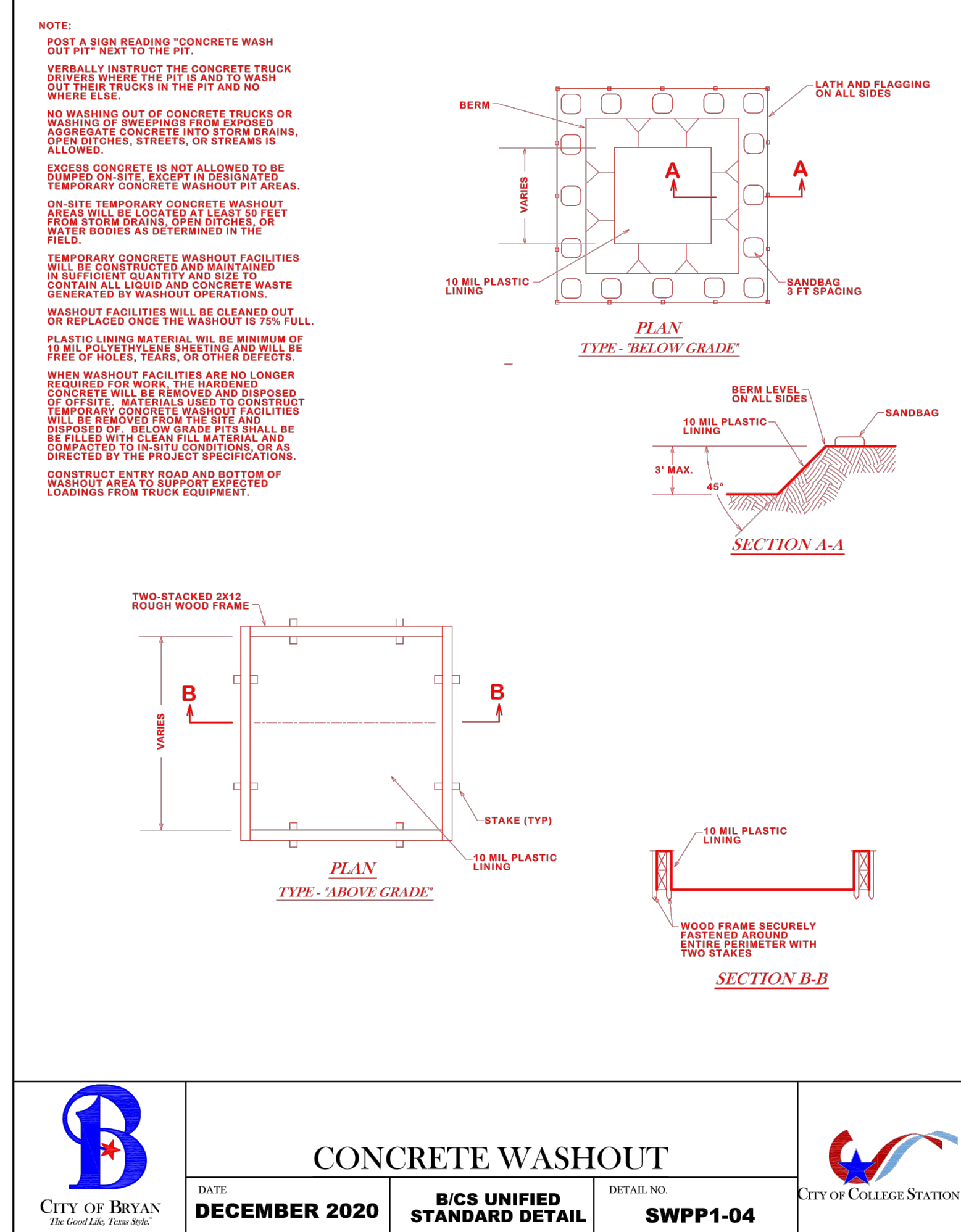
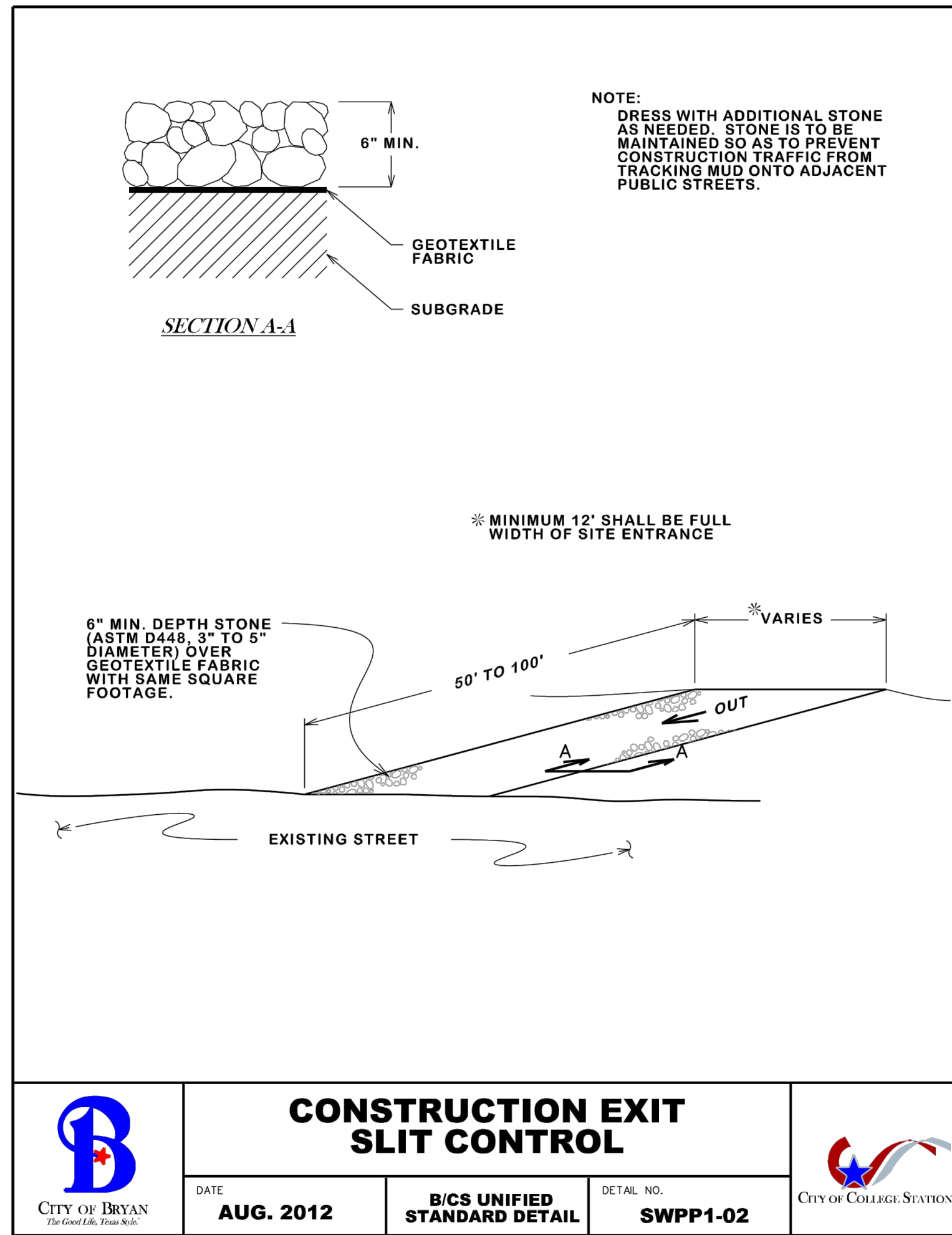
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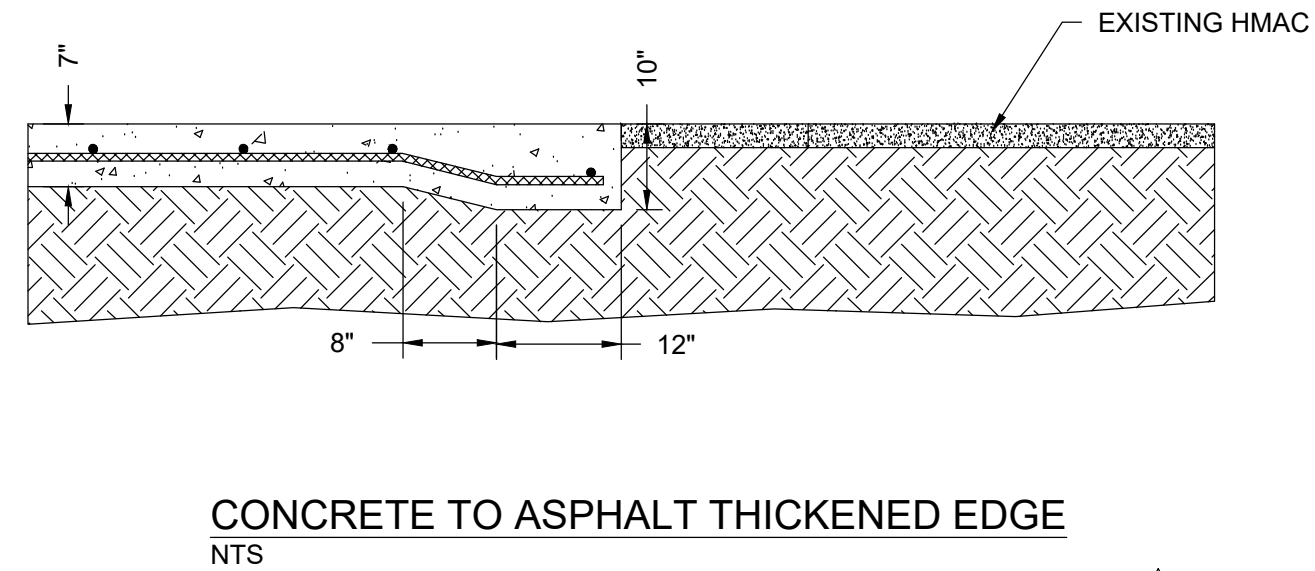
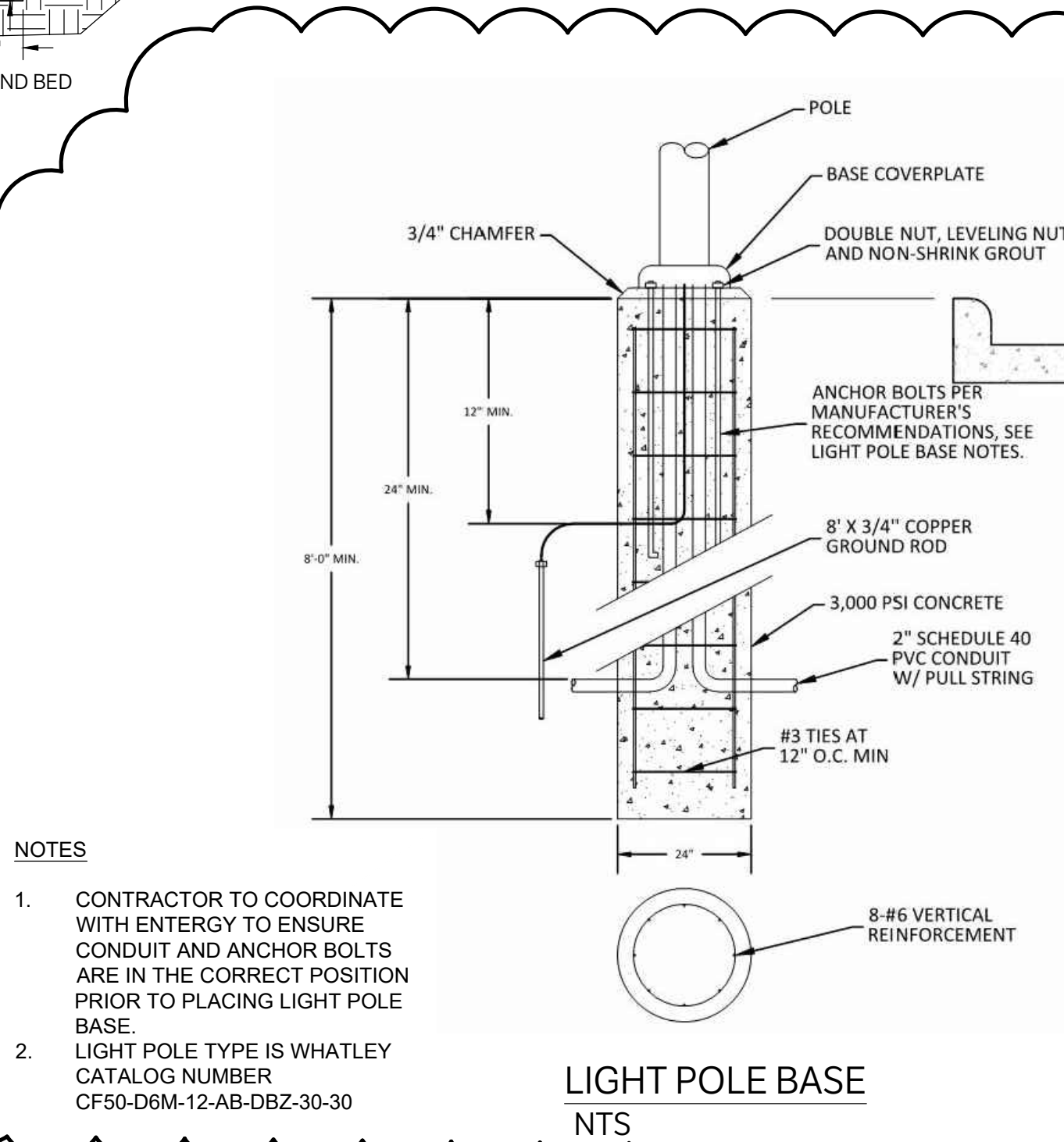
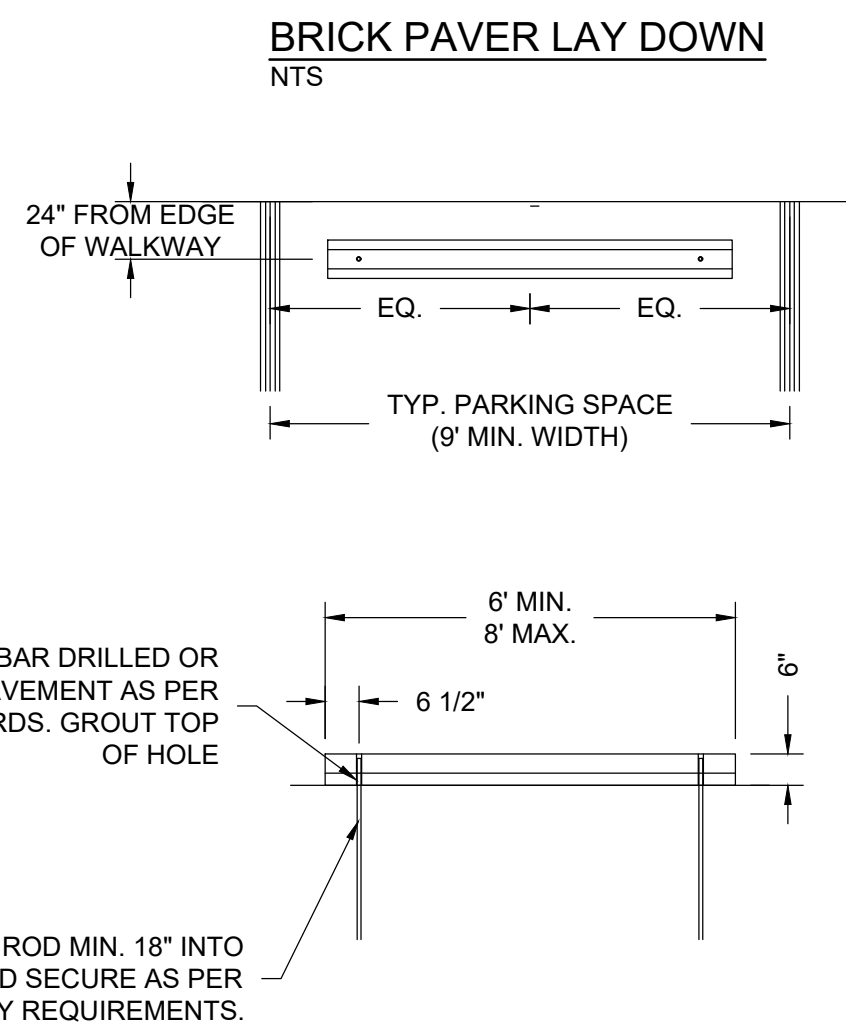
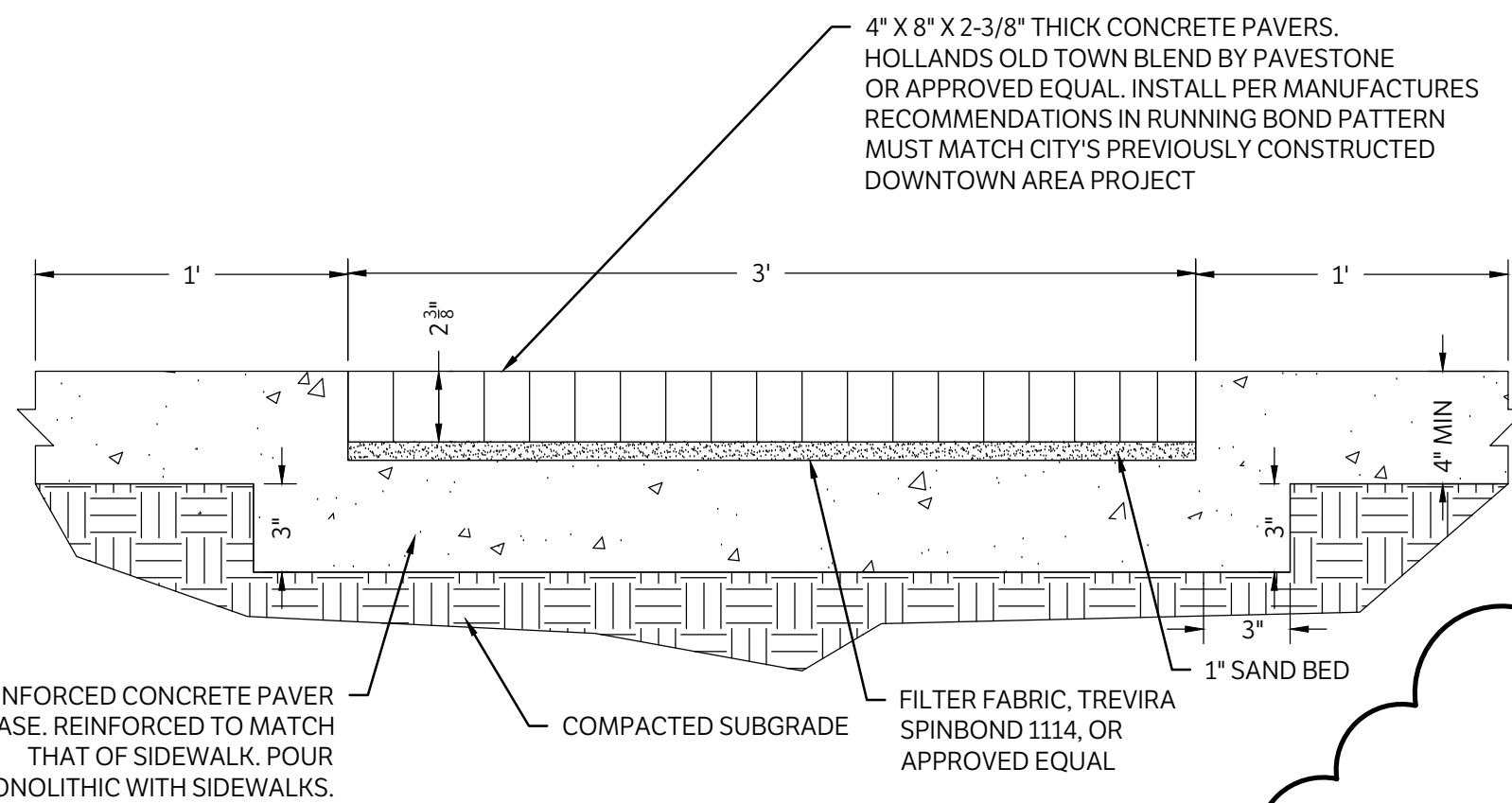


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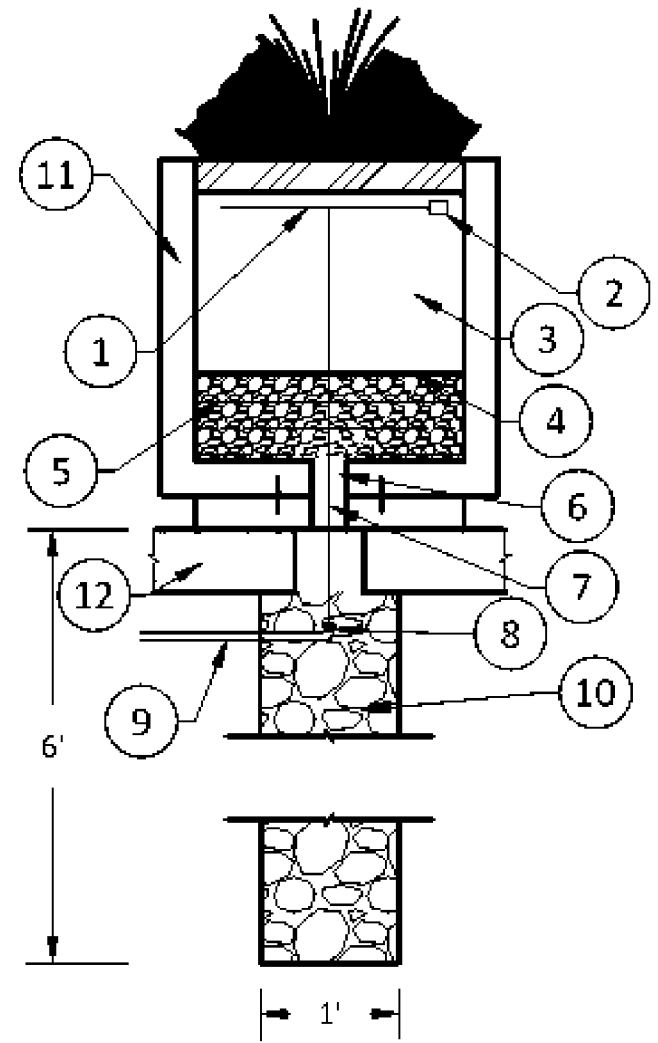
FLUME SECTION

NTS



NOTES

1. TECHLINE IRRIGATION DRIPPER TUBING TCD9-12, SET 2" BELOW SURFACE OF PLANTER BOX.
2. AIR VACUUM RELIEF VALVE IN SMALL ENCLOSURE.
3. LIGHT WEIGHT PLANTER MIX, PROVIDED BY CITY. COORDINATE INSTALLATION.
4. MIRAFI 140-N OR APPROVED EQUAL.
5. 12" THICK WASHED BULLROCK GRAVEL, 1/2" TO 3/4" DIA.
6. 8" SQUARE OPENING IN CONCRETE SIDEWALK.
7. 1/2" FLEX PIPE
8. 1/2" PVC NIPPLE
9. 1/2" IRRIGATION LATERAL
10. 12" DIA. X 6' DEEP DRILLED FILLED W/ 3/4" - 1" DIA WASHED RIVER GRAVEL FOR DRAINAGE
11. PRE CAST CONCRETE PLANTER BOX (PROVIDED BY CITY, INSTALLED BY CONTRACTOR)
12. 4" MIN. THICKNESS REINFORCED CONCRETE.



GENERAL NOTES:

ALL AREAS WHERE EXISTING VEGETATION AND GRASS COVER HAVE BEEN BARED BY CONSTRUCTION SHALL BE ADEQUATELY BLOCK SODDED OR HYDROMULCHED AND WATERED UNTIL GROWTH IS ESTABLISHED. IN DEVELOPED AREAS WHERE GRASS IS PRESENT, BLOCK SOD WILL BE REQUIRED. BARED AREAS SHALL BE SEEDED OR SODDED WITHIN 14 CALENDAR DAYS OF LAST DISTURBANCE.

APPROVED EROSION CONTROL MEASURES MUST BE INSTALLED DURING THE ENTIRE TIME THAT EARTH HAS BEEN BARED BY CONSTRUCTION AND SHALL STAY IN PLACE UNTIL ACCEPTABLE VEGETATIVE GROWTH IS ESTABLISHED AFTER CONSTRUCTION IS COMPLETE AND THEN REMOVED BY CONTRACTOR.

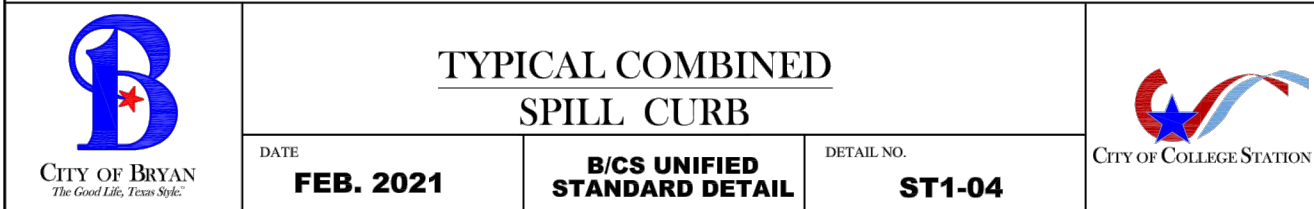
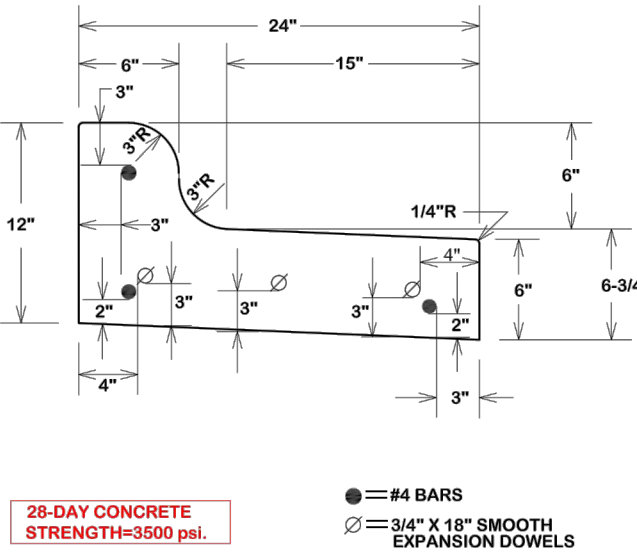
ALL EROSION CONTROL MEASURES SHOULD BE CLEANED OF SILT AFTER EVERY RAIN.

ALL TRAFFIC SIGNALS AND APPURTENANCES, AND ALL PAVEMENT MARKINGS AND MARKERS SHALL BE IN ACCORDANCE WITH TxDOT STANDARDS

REFER TO SPEC 31 17 23.23 (PAVEMENT MARKINGS) FOR ADDITIONAL LOCAL REQUIREMENTS.

NOTE:

TYPE "O" EXPANSION JOINTS IN CURB & GUTTER SHALL BE SPACED AT A MAXIMUM DISTANCE OF 40' APART AND AT ALL RADIUS POINTS, R.T.'s, AND P.C.'s. TYPE "B" CONTRACTION JOINTS IN CURB & GUTTER SHALL BE SPACED AT A MAXIMUM DISTANCE OF 10' APART



CIVIL | CMT | GEOTECHNICAL
LAND SURVEYING | STRUCTURAL

CORPORATE OFFICE
401 W. 26TH STREET, SUITE 3
BRYAN, TEXAS 77840
1-877-GESSNER (437-7637)
www.gessnerengineering.com
FIRM REGISTRATION NUMBERS:
TBPE F-7451, TBPLS F-10193910



FOR
CONSTRUCTION

211 S 10TH PARKING LOT
NAVASOTA, TX. 77868

DETAILS

ISSUE DATE: 12/02/2021

DRAWN BY: ER, NF

CHECKED BY: SH

PROJECT #: 21-0293

REVISIONS

REV.	DATE	DESCRIPTION
1	10/15/2021	Bid Revisions

C601

DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF NAVASOTA, TEXAS
AND
P. A. SMITH HOTEL, LLC

DEVELOPMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GRIMES §

This Development Agreement ("Agreement") is between the City of Navasota, Texas, a Texas Home-Rule Municipal Corporation (the "City") and P. A. SMITH HOTEL, LLC, a Texas limited liability company ("P. A. SMITH HOTEL"). In this Agreement, the City and P. A. SMITH HOTEL are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

P. A. SMITH HOTEL owns approximately 13,750 Sq. Ft. of land (H & TC RR ADDITION, BLOCK J, LOT 5 and Part of LOT 4 (S21') (the "Land"), currently located in the 200 Block of South Tenth Street, Navasota, Grimes County, Texas. The Land is described as H & TC RR ADDITION, BLOCK J, LOT 5 and Part of LOT 4 (S21'), being further described in Exhibit "A" attached hereto and incorporated herein for all purposes. P. A. SMITH HOTEL desires that the Project be governed by this Agreement.

P. A. SMITH HOTEL intends to construct a new parking facility and other improvements on the Land, in accordance with the Site Plan, Building Plans, and other documents collectively attached hereto as Exhibit "B" and incorporated herein for all purposes; and in this Agreement, the Land as it will be developed by P. A. SMITH HOTEL, and the other improvements to be constructed and obligations to be performed by P. A. SMITH HOTEL, are sometimes referred to herein as the "Project."

P. A. SMITH HOTEL intends to make a significant investment in the construction of the Project improvements and associated equipment and infrastructure, including but not limited to the construction of sidewalk improvements in the Central Business District along the 200 Block of South Tenth Street and the 100 Block of West Holland Street.

The City desires that P. A. SMITH HOTEL install sidewalk improvements that are consistent with the design used in the recent City of Navasota Downtown streetscape improvement projects, said sidewalk improvements being more specifically described in Exhibit "B" attached hereto.

P. A. SMITH HOTEL and the City wish to enter into this Agreement to encourage appropriate planning of the Project, provide for specific requirements of P. A. SMITH HOTEL and the City throughout the term of this Agreement, to provide for P. A. SMITH HOTEL's commitment concerning the installation of sidewalk improvements that are consistent with the design used in the recent City of Navasota Downtown streetscape improvement projects for purposes of improving the Central Business District in such a manner that will benefit the public and the present and future residents of the City.

The City is authorized by §380.001, et seq., Texas Local Government Code, to promote state and local economic development and to stimulate business and commercial activity within the City and surrounding area. The City has determined that a substantial economic benefit and the creation of new opportunities of employment will accrue to the City and the surrounding area if the Project and additional improvements to the Land and associated infrastructure are successfully developed by P. A. SMITH HOTEL.

Therefore, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and P. A. SMITH HOTEL agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1 **Definitions.** Unless the context or the usage of the particular word or phrase requires a different interpretation, in addition to terms defined elsewhere herein, the following terms and phrases shall have the meanings indicated below:

Agreement: This Development Agreement between the City of Navasota, Texas and P. A. SMITH HOTEL, LLC.

Applicable Rules: The City ordinances, codes, rules, regulations and official policies in effect as of the Vesting Date, which will be applicable to the development of the Land.

City: The City of Navasota, Texas, a Texas home-rule municipal corporation.

City Manager: The City Manager of the City of Navasota, Texas, or the City Manager's designee.

City Council: The City Council of the City of Navasota, Texas.

City Engineer: The Engineer for the City of Navasota, Texas.

County: Grimes County, Texas.

Term: The term of this Agreement, commencing on the Effective Date and continuing thereafter until each Party hereto satisfactorily performs its obligations as required by the provisions of this Agreement.

Land: Approximately 13,750 Sq. Ft. of land, currently situated inside the city limits of the City of Navasota, Grimes County, Texas. The Land is that tract or parcel of land described in Exhibit "A" attached hereto and incorporated herein for all purposes.

P. A. SMITH HOTEL: P. A. SMITH HOTEL, LLC, a Texas limited liability company,, and its successors and assigns under this Agreement.

Project: The Land, and existing and future improvements thereto, as it will be developed under this Agreement, and the other improvements to be constructed and obligations to be performed by P. A. SMITH HOTEL pursuant to this Agreement.

Vesting Date: shall be the same date as the Effective Date of this Agreement.

ARTICLE 2

PUBLIC BENEFITS, INFRASTRUCTURE AND AMENITIES

2.1 Orderly Growth. The City desires that development within its corporate boundaries occur in an orderly manner in order to protect the health, safety and welfare of its present and future citizens, protect property values and provide for the growth of the City's tax base. This Agreement will benefit the City by facilitating the planned development of an appropriate area of the City's corporate boundaries, which will allow for thoughtful and high-quality planning, and the development of necessary sidewalk infrastructure.

2.2 Environmental Protection. P. A. SMITH HOTEL will comply with all federal, state and local natural resource laws and regulations, to the extent applicable, in existence at the time of the development and improvement of the Land.

ARTICLE 3

SIDEWALK IMPROVEMENTS

3.1 Sidewalk Improvements by P. A. SMITH HOTEL. Subject to Section 4.1 herein below, P. A. SMITH HOTEL shall be responsible for the design, engineering, construction and all other costs related to the installation of sidewalk improvements along the 200 Block of South Tenth Street and the 100 Block of West Holland Street bordering P. A. SMITH HOTEL'S property located in the Central Business District, that are consistent with the design used in the recent City of Navasota Downtown streetscape improvement projects, said sidewalk improvements being more specifically described in Exhibit "B" attached hereto. All design, engineering and construction shall be performed in accordance with the Applicable Rules and according to plans approved by the City.

ARTICLE 4

ADDITIONAL OBLIGATIONS OF THE PARTIES

4.1 Within One Hundred Eighty (180) days after the City's approval of and acceptance of the completed sidewalk improvements along the 200 Block of South Tenth Street and 100 Block of West Holland Street bordering P. A. SMITH HOTEL'S property, located in the Central Business District, that are consistent with the design used in the recent City of Navasota Downtown streetscape improvement projects, the City shall reimburse P. A. SMITH HOTEL for the actual costs incurred by P. A. SMITH HOTEL for the construction of said sidewalk improvements, not to exceed Eighty Two Thousand Three Hundred and Seventy Five Thousand Dollars, (\$82,375), in the form of a grant pursuant to Chapter 380,

Texas Local Government Code. The amount paid to P. A. SMITH HOTEL pursuant to this Section 4.1 shall not exceed Eighty Two Thousand Three Hundred and Seventy Five Thousand Dollars No/100 Dollars (\$82,375). Payments under this provision shall be made only to P. A. SMITH HOTEL, or any other party that, by written instrument, only upon the written approval of the City, expressly assumes the obligations imposed on P. A. SMITH HOTEL by this Agreement.

4.2 P. A. SMITH HOTEL agrees that the sidewalk improvements will be consistent with the recent City of Navasota Downtown streetscape improvement projects, and the parking facility will be constructed on the Land in accordance with the site and development standards of the Applicable Rules, and in accordance with the plans attached hereto as Exhibit "B."

ARTICLE 5

PLATS, BUILDING CODES, BUILDING PERMITS, INSPECTION

5.1 Construction Inspection. The City shall have the right, from time to time, to inspect the construction of the Project and any other public improvements for the purpose of identifying any improvements that are being constructed in violation of the Applicable Rules, Building Code and/or this Agreement. All inspections shall be performed by an inspector selected by the City and all inspection results shall be in writing. P. A. SMITH HOTEL shall be responsible for payment of the inspection fees as provided for in the Applicable Rules.

ARTICLE 6

OBLIGATIONS NOT DEBT

The City acknowledges and agrees that the obligations created by this Agreement shall not constitute "debt" and shall be paid out of current revenues of the City; or in the alternative, shall be paid out of a specified fund, said fund being in the immediate control of the City and being in an amount sufficient to satisfy the City's obligations created herein; or further in the alternative, that sufficient provision and tax levy has been made by the City to create an interest and sinking fund adequate to pay at least two percent (2%) of the principal and any interest due each year.

ARTICLE 7

LAND DEVELOPMENT

7.1 Governing Regulations. Except as otherwise provided in this Agreement, the City ordinances, codes, rules, regulations and official policies applicable to the development of the Land during the term of this Agreement will be those City ordinances, building and construction codes, other codes, rules, regulations and official policies (collectively, "Applicable Rules") in force and as interpreted by the City by policy or practice on the

Vesting Date, as defined in Section 1.1 above. No Applicable Rules adopted after the Vesting Date, whether by means of an ordinance, initiative, referendum, resolution, policy, order, or otherwise, are or will be applicable to the Project, unless otherwise provided in this Agreement or applicable state law, or the application is agreed to, in writing, by P. A. SMITH HOTEL and the City. For the term of this Agreement, the development and use of the Land will be controlled by the terms of this Agreement and the Applicable Rules. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

ARTICLE 9

FEES; FISCAL SECURITY

9.1 Fees. P. A. SMITH HOTEL agrees to timely pay any and all fees, costs, payments, set forth in the Applicable Rules, this Agreement, or otherwise required by law.

ARTICLE 10

TERM, AUTHORITY AND VESTING OF RIGHTS

10.1 Term.

10.1.1 Term. The term of this Agreement will commence on the Effective Date and continue thereafter until each Party hereto satisfactorily performs its obligations as required by the provisions of this Agreement ("Term"), unless sooner terminated under this Agreement.

10.1.2 Extensions. The Parties agree that neither the City nor P. A. SMITH HOTEL is under any obligation to renew this Agreement after the Term.

10.1.3 Expiration. After the Term and any extension, this Agreement will be of no further force and effect, except that termination will not affect any right or obligation arising from any provision surviving this Agreement as provided herein.

10.1.4 Termination or Amendment. This Agreement may be terminated or amended as to the Land at any time by mutual written consent of the City and P. A. SMITH HOTEL or may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and owners of only the portion of the Land affected by the amendment or termination.

10.2 Authority. This Agreement is entered under the statutory authority of Chapter 51 and Chapter 380, Texas Local Government Code. The Parties intend that this Agreement authorize certain land uses and development on the Land; provide for the development plans and regulations for the Land; and provide exceptions to certain ordinances and regulations; and provide other terms and consideration.

10.3 Vesting of Rights. As of the Vesting Date, P. A. SMITH HOTEL has initiated the subdivision and development permit process for the Project. The City agrees that, in accordance with Chapter 245, Texas Local Government Code, the City will consider the request for approval of any further approvals necessary for the Project based solely on the Applicable Rules, as may be modified by this Agreement. Further, the City agrees that, upon approval of this Agreement, P. A. SMITH HOTEL has vested authority to develop the Land in accordance with the Applicable Rules, as modified by any exceptions contained in this Agreement.

10.4 Equivalent Substitute Obligation. If either Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, changed circumstances or subsequent conditions that would legally excuse performance under this Agreement, or any other reason beyond the Party's reasonable and practical control, the Parties will cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.

10.5 Cooperation. The City and P. A. SMITH HOTEL each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

10.6 INDEMNIFICATION; LITIGATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO INDEMNIFY AND HOLD THE OTHER PARTY, ITS ELECTED OFFICIALS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, FEES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE), PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT IS PROXIMATELY CAUSED BY ANY WILLFUL OR NEGLIGENT ACT, ERROR, OR OMISSION OF THE PARTY, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, AGENT OR EMPLOYEE OF THE PARTY, WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE WILLFUL OR NEGLIGENT ACT OF CITY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS OR VOLUNTEERS, IN INSTANCES WHERE SUCH NEGLIGENT ACTS PROXIMATELY CAUSE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT P. A. SMITH HOTEL AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER,

WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

Each Party shall advise the other Party in writing within 24 hours of any claim or demand against the Party related to or arising out of the Parties' activities under this Agreement.

The provisions of this Agreement are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder or in connection herewith, P. A. SMITH HOTEL and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

ARTICLE 11
GENERAL PROVISIONS

11.1 Assignment; Binding Effect.

11.1.1 This Agreement, and the rights and obligations of P. A. SMITH HOTEL hereunder, may be assigned by P. A. SMITH HOTEL to a subsequent purchaser of all or a portion of the Land within the Project provided that the assignee assumes all of the obligations of the Agreement. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City. Upon any such assignment, P. A. SMITH HOTEL will be released of any further obligations under this Agreement as to the property sold and obligations assigned. Any attempted assignment of this Agreement, or any rights and obligations hereunder, that fails to comply with all applicable requirements of this Article 11 and this Agreement shall be void and of no effect.

11.1.2 If P. A. SMITH HOTEL assigns its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and P. A. SMITH HOTEL will be severable, and P. A. SMITH HOTEL will not be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one assignee, the City may pursue all remedies against that nonperforming assignee, but will not unreasonably impede development activities of any performing assignee as a result of that nonperformance.

11.1.3 The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a lot or lots within the boundaries of the Land without also expressly assuming the obligations imposed herein.

11.2 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

11.3 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Exclusive venue will be in a court of appropriate jurisdiction in Grimes County, Texas.

11.4 No Third Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

11.5 Mortgagee Protection. This Agreement will not affect the right of P. A. SMITH HOTEL to encumber all or any portion of the Land by mortgage, deed of trust or other instrument to secure financing for the Project. The City agrees as follows:

11.5.1 Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Land.

11.5.2 The City will, upon written request of a Lender given in compliance with Section 11.16, provide the Lender with a copy of any written notice of default given to P. A. SMITH HOTEL under this Agreement within ten (10) days of the date such notice is given to P. A. SMITH HOTEL.

11.5.3 In the event of default by P. A. SMITH HOTEL under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to P. A. SMITH HOTEL, either under this Agreement or under the notice of default.

11.5.4 Any Lender who comes into possession of any portion of the Land by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of P. A. SMITH HOTEL arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that property until all delinquent fees and other

obligations of P. A. SMITH HOTEL under this Agreement that relate to the property in question have been paid or performed.

11.6 Certificate of Compliance. Within thirty (30) days of written request by either Party given in accordance with Section 11.16, the other Party will execute and deliver to the requesting Party a statement certifying that: (a) this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. A Party's failure to deliver a requested certification within this 30-day period will conclusively be deemed to constitute a confirmation that this Agreement is in full force without modification, and that there are no uncured defaults on the part of the requesting Party. The City Manager will be authorized to execute any requested certificate on behalf of the City.

11.7 Default. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the 30-day period, the commencement of the cure within the 30-day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

11.8 Remedies for Default. If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

11.9 Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

11.10 Attorneys Fees. The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorney's fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.

11.11 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only

be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

11.12 Entire Agreement. This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties.

11.13 Exhibits, Headings, Construction and Counterparts. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

11.14 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

11.15 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. P. A. SMITH HOTEL certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its bylaws and other legal requirements.

11.16 Notices. Any notices under this Agreement may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

City: Jason Weeks, City Manager
City of Navasota
200 E. McAlpine
Navasota, Texas 77868-3028

Telephone: (936) 825-6408
Facsimile: (936) 825-2403
jweeks@navasotatx.gov

Copy to: Cary L. Bovey, Attorney at Law
Bovey & Cochran, PLLC
2251 Double Creek Dr., Suite 204
Round Rock, TX 78664
(512) 904-9441
(512) 904-9445 Fax
cary@boveycochran.com

P.A. SMITH HOTEL P. A. Smith Hotel, LLC
18025 DOE RUN CREEK LN
WASHINGTON, TX 77880

Stephen E. Scheve
18025 Doe Run Creek Lane
Washington, TX 77880 _____

Copy to:

Janice R. Scheve
18025 Doe Run Creek Lane
Washington, TX 77880 _____

Either City or P. A. SMITH HOTEL may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten (10) days prior to the date such change is effected. All notices under this Agreement will be deemed given on the earlier of the date personal delivery is affected or on the delivery date or attempted delivery date shown on the return receipt or facsimile confirmation.

11.17. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A	-	Legal Description of the Land
Exhibit B	-	Site Plan, and Other Documents

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below, to be effective on the date the last party signs.

CITY OF NAVASOTA, TEXAS

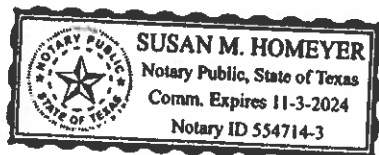
By: [Signature]
Hon. William A. ("Bert") Miller, III, Mayor
Date: 2/14/22

STATE OF TEXAS §
 §
COUNTY OF GRIMES §

This instrument was acknowledged before me on the 14th day of February, 2022, by William A. ("Bert") Miller, III, the Mayor of the City Navasota, a Texas home-rule municipal corporation, on behalf of the City.

[Signature]
Notary Public in and for the State of Texas

(NOTARY SEAL)



P. A. SMITH HOTEL, LLC

By: [Signature]
Name: Stephen Scherv
Title: member
Date: 2/16/2022

STATE OF TEXAS §
 §
COUNTY OF GRIMES §

This instrument was acknowledged before me on the 16th day of February, 2022, by Stephen Scherv of P. A. SMITH HOTEL, LLC, a Texas limited liability company.

[Signature]
Notary Public in and for the State of Texas

(NOTARY SEAL)

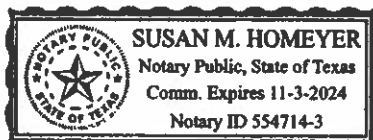


EXHIBIT "A"

H&TC, BLOCK J, LOT 4 (S21') 5

EXHIBIT "B"

CIVIL ENGINEERING PLANS FOR

21-0293 NAVASOTA PARKING LOT

211 10TH STREET

NAVASOTA, TEXAS 77868



LOCATION MAP
SITE

OWNER

NAME: STEVE SCHEVE
ADDRESS: 18025 DOE RUN CREEK LANE
WASHINGTON, TEXAS 77880
TELEPHONE: (281) 455-9283
EMAIL: SSICHEVE@REEDSMITH.COM

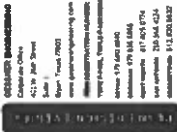
ENGINEER

NAME: SHAUN HANSON
ADDRESS: 11813 STARCREST DRIVE, SUITE 3
BRYAN, TEXAS 77803
TELEPHONE: (979) 314-8899
EMAIL: SHANSON@GESSNERENG.COM

SURVEYOR

NAME: DANNY DAVIS
ADDRESS: 11813 STARCREST DRIVE
SAN ANTONIO, TEXAS 78247
TELEPHONE: (720) 888-6892
EMAIL: DDAVIS@GESSNERENG.COM

PREPARED BY:



FOR
CONSTRUCTION



12/2/23

Sheet List Table	
Sheet Number	Sheet Title
-	COVER PAGE
C000	NOTES
C100	SITE PLAN
C200	EROSION CONTROL PLAN
C300	DEMOLITION PLAN
C400	DRAINAGE AREA MAP
C500	GRADING & UTILITY PLAN
C600	DETAILS
C601	DETAILS

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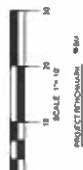


211 S 10TH PARKING LOT
NAVASOTA, TX 77868

ISSUE DATE: 12/07/2021
DRAWN BY: ER, NF
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PROJECT #: 21-0333

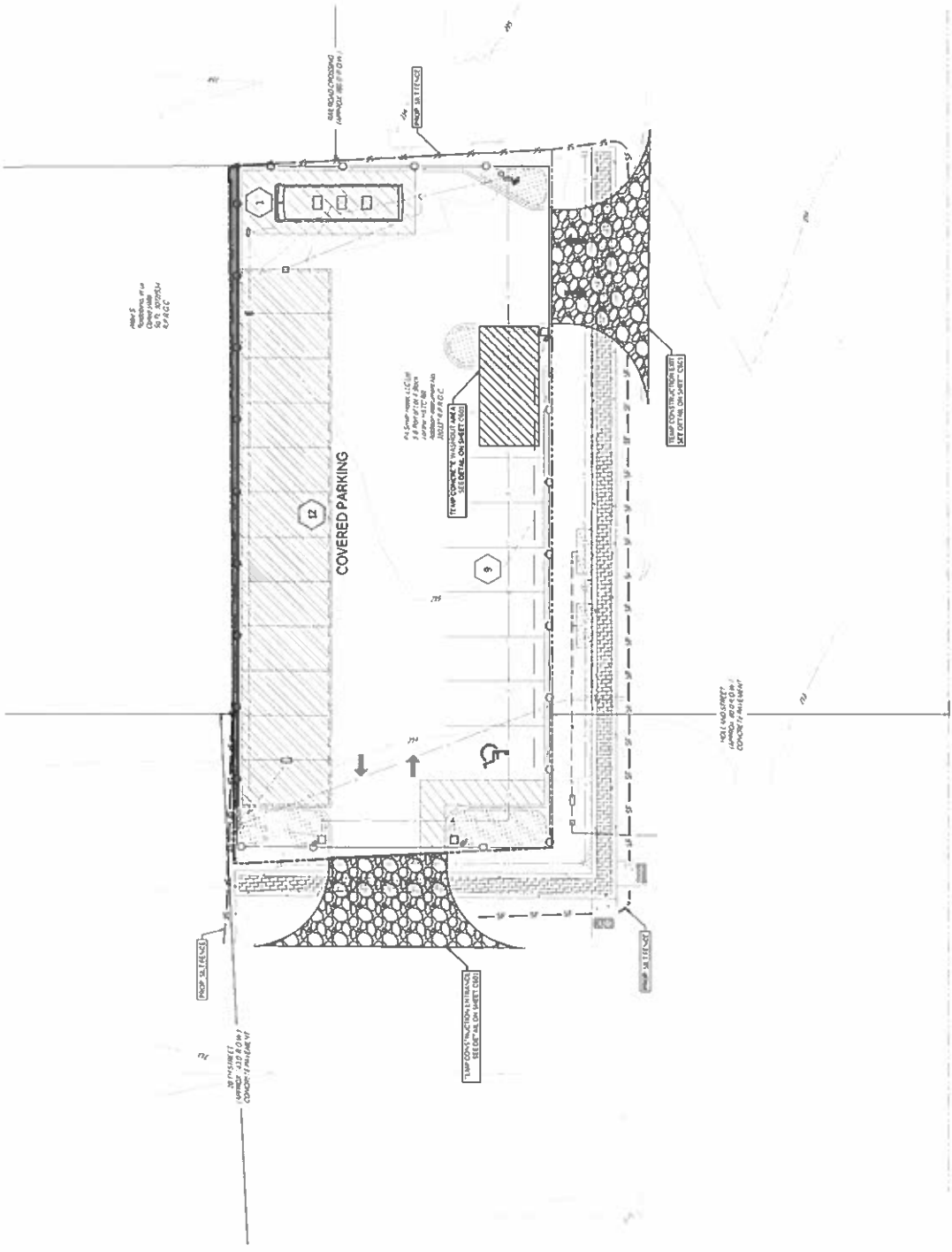
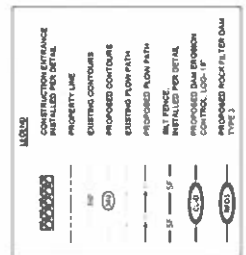
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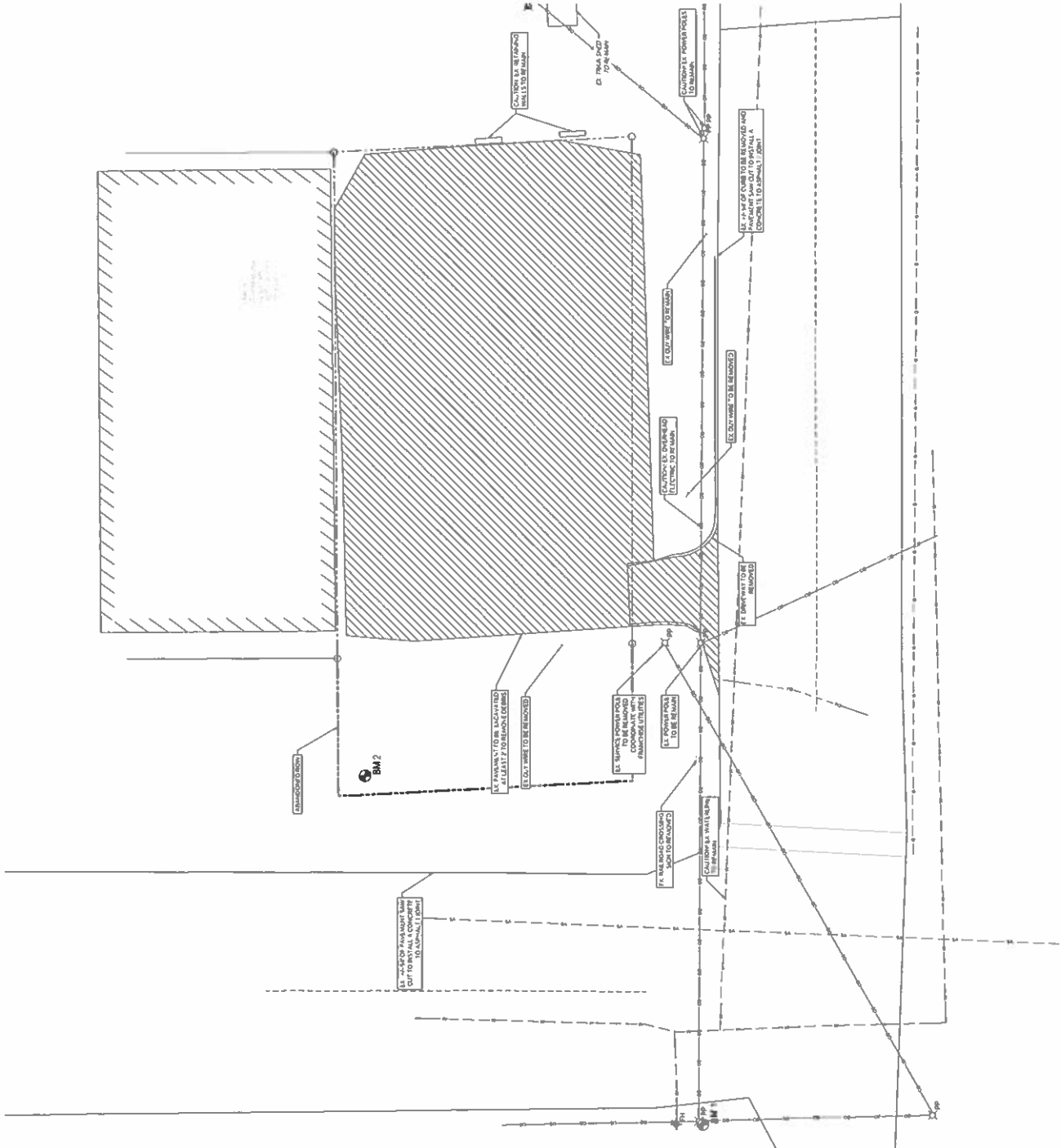
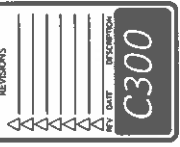
CAUTION: CONTACT TEASER AND LOCAL UTILITY PROVIDERS TO LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTACT OF TEASER ENGINEERING IF CONDITIONS OCCUR.



Box 1:
A MAJORITY SHED, 21' W. BASE OF A
POWER POLE 1/2 SOUTHEAST OF THE
FIRE HYDRANT ON 31TH STREET
ELEVATION = 713.60'

Box 2:
A SHED N. 1/2 SOUTHWEST OF THE
EXIST'G ONE STORY METAL BUILDING.
ELEVATION = 713.60'



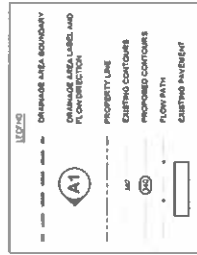


CAUTION: CONTACT TEXAS BELL AND LOCAL UTILITY PROVIDERS TO LOCATE CARRYING UTILITY LINES PRIOR TO CONSTRUCTION.
CONTACT DESIGNER PRIOR TO ANY CONFLICTS OCCUR.



BAY 1:
 A WOODEN SHED AT THE BASE OF A
 FINE POLY'S SOLITHEAST OF THE
 FINE POLY'S SOLITHEAST OF THE
 ELEVATION - 211.62'

BAY 2:
 A WOODEN SHED AT THE BASE OF THE
 EAST-WING STORY METAL BUILDING
 ELEVATION - 211.64'

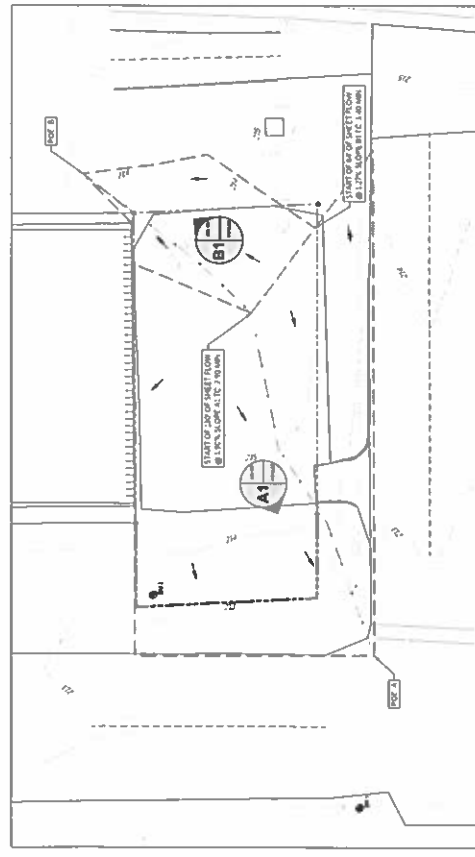


CITY OF BALDCASTLE	ESTIMATED TIME OF CONSTRUCTION		SHEET FROM	CONCRETE
	A1	B1		
COVER TYPE	CONCRETE			CONCRETE
MANHOLES, REGULARITIES	a	0.013		0.013
COEFFICIENT				
FLOW LENGTH (FT)	P1	130.00		84.00
TIME PER FOOT (MIN)	P2	4.42		4.42
MANHOLE (IN)				
LAND SLOPE (FT/FT)	S	0.0200		0.0217
TRAVEL TIME (HRS)	T1	2.90		3.40
SHALLOW CONCENTRATED FLOW				
FLOW LENGTH (FT)	L			
WATERHOUSE SLOPE	P			
FT/FT				
WATERHOUSE				
MANHOLE (IN)	V			
TRAVEL TIME (HRS)	T1			
RESULTS				
TIME OF CONSTRUCTION	TE	0.048		0.057
TIME OF CONSTRUCTION	TC	2.90		3.40
DESIGN TIME OF CONSTRUCTION (HRS)	TC	26.00		30.00

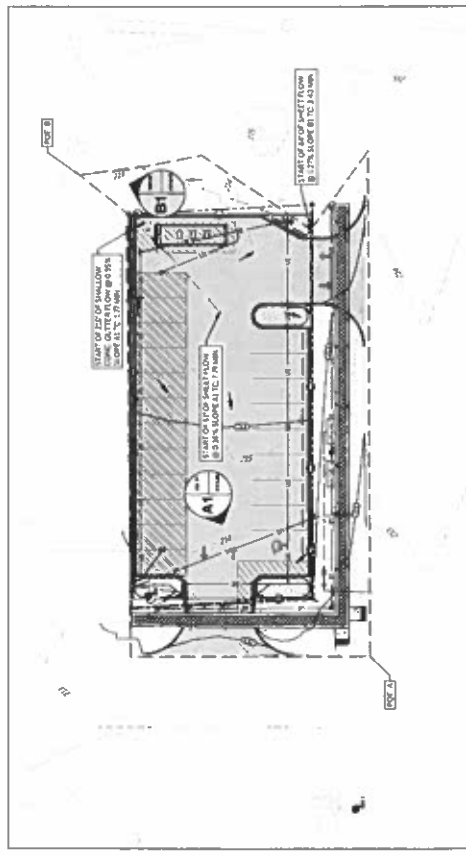
PRE DEVELOPMENT PEAK RUNOFF									
AREA	SIZE (ACFT)	C	Tc (MIN)	2 YR (CFS)	5 YR (CFS)	10 YR (CFS)	25 YR (CFS)	50 YR (CFS)	100 YR (CFS)
AA	17500	6.60	16	1.05	1.78	3.44	1.64	1.48	1.94
BB	2700	5.00	12	0.24	0.29	0.33	0.33	0.40	0.44

PORT DEVELOPED TIME OF CONCENTRATION					
CITY OF MALAYSIA	A1	SHEET FACING	B1		
CATCHMENT AREA		CONCRETE	CONCRETE		
MANNING'S ROUGHNESS COEFFICIENT	a	0.013	0.013		
FLOW LENGTH (FT)	L	53.00	84.00		
TWO-HALF HOUR	P ₂	4.42	4.42		
LAND SLIDE (FT)	s	0.0076	0.0027		
TRAVEL TIME (min)	T _c	7.79	1.40		
SHALLOW CONCENTRATED FLOW					
FLOW LENGTH (FT)	L	230.00			
WATERCOURSE SLOPE (FT/FT)	s	0.0095			
PAVED OR UNPAVED	V	PAVED			
AVERAGE VELOCITY (FT/S)	V	3.98			
TRAVEL TIME (min)	T _c	2.77			
RESULTS					
TIME OF CONCENTRATION (min)	T _c	0.139		0.077	
TIME OF CONCENTRATION (min)	T _c	9.54		1.40	
TIME OF CONCENTRATION (min)	T _c	16.00		16.00	

POST DEVELOPMENT PEAK RUNOFF							
AREA	SIZE (SQFT)	C	TC (MM)	2 YR (CFS)	5 YR (CFS)	10 YR (CFS)	100 YR (CFS)
AL	1500	2.49	10	3.36	2.46	2.10	2.48
BE	1500	0.49	88	1.06	0.61	0.12	0.14



PRE-DEVELOPED DRAINAGE AREA MAP
(SCALE 1"= 20')



POST-DEVELOPED DRAINAGE AREA MAP
(SCALE 1"=20')

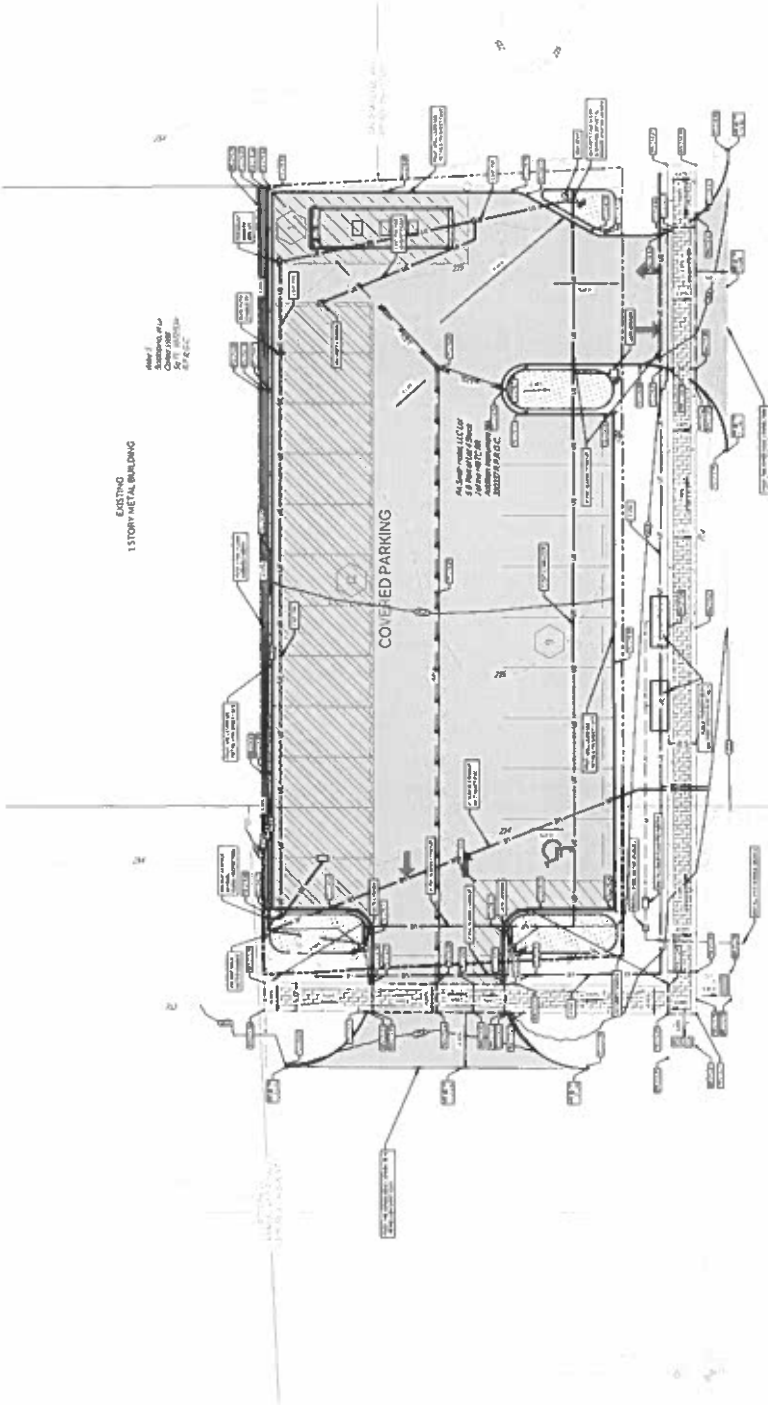
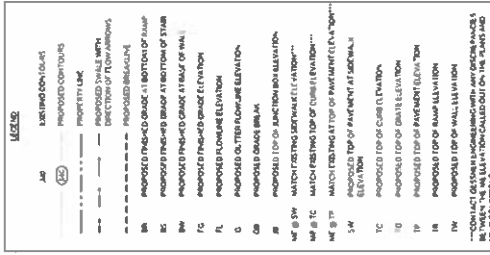
CAUTION: CONTACT TEXAS RAILROAD LOCAL UTILITY PROVIDERS TO LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTACT ONE-SAMPLE ENGINEERING IF CONFLICTS OCCUR.



PROJECT BY MICHAEL
B&B

Box 1:
A WALLBOURD SHIRAZ AT THE BADA ON A
POWER POLE 5' SOUTH EAST OF THE
FIRE HYDRANT ON 11TH STREET
ELEVATION - 71.047

Box 2:
A 600 MAG. 32" 100' PIPES OF THE
EXISTING ONE STREET METAL BURDING
ELEVATION - 71.447





COMPOSITE PANEL
AS SHOWN IN DETAIL 1
AND DETAIL 2
APPROXIMATELY 1/4" THICK
TYPE 1, 100% POLYESTER
FIBER REINFORCED CONCRETE



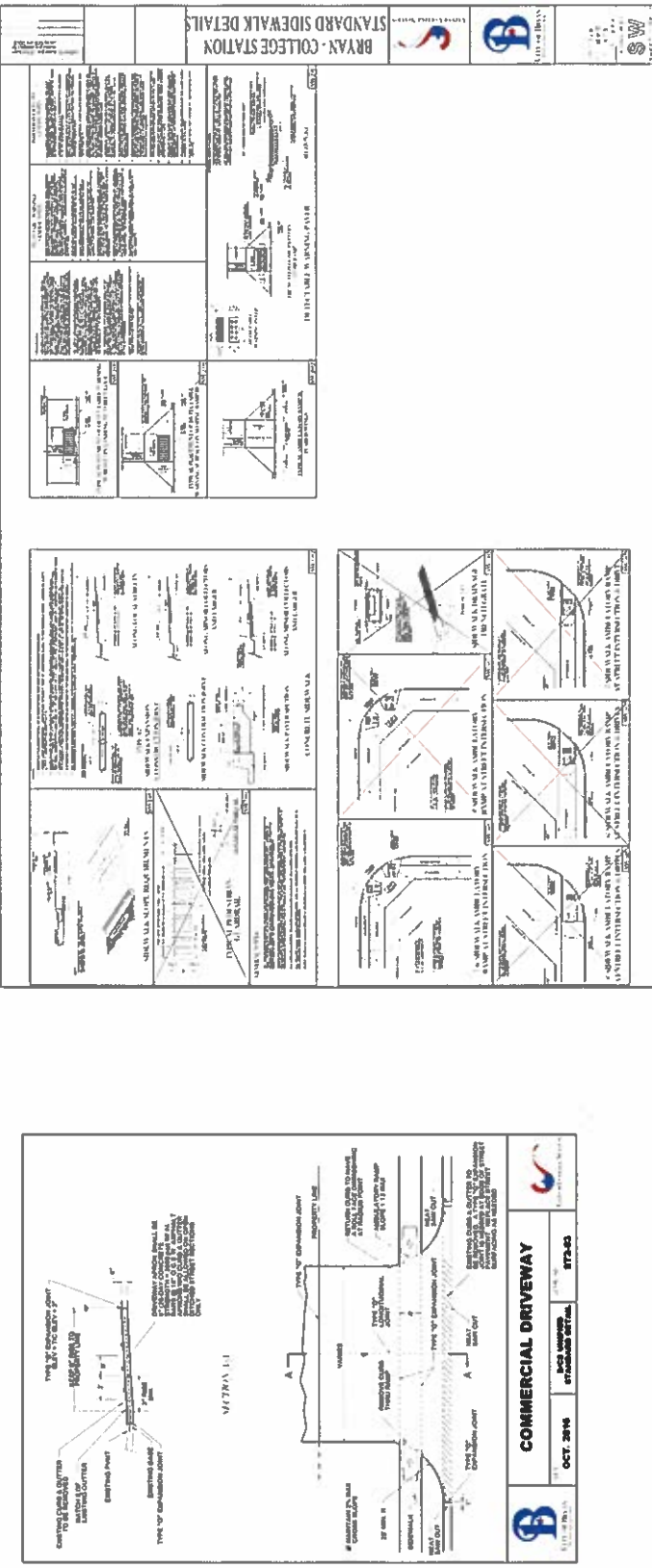
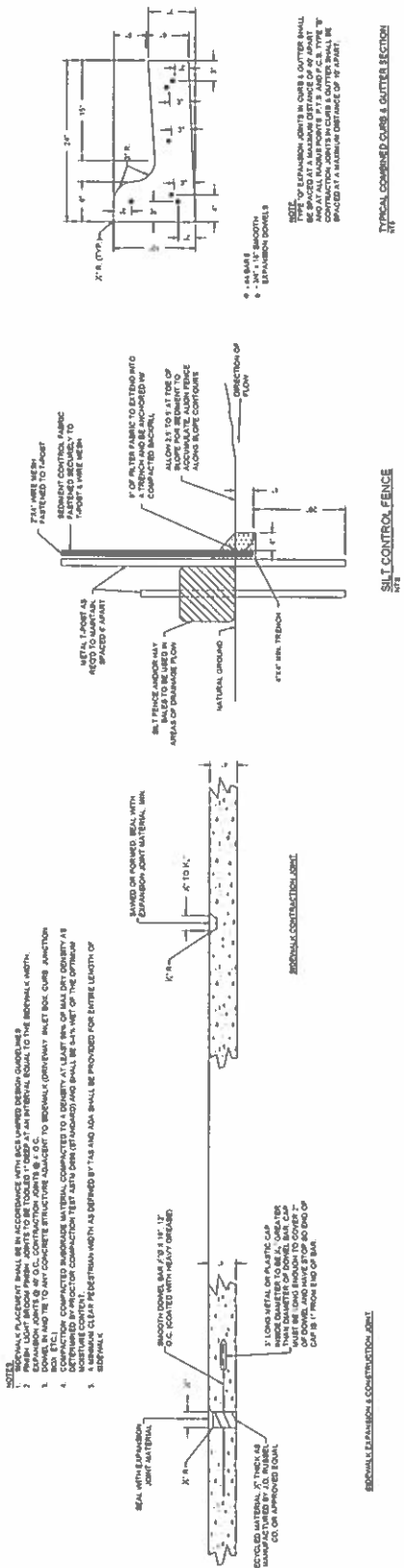
12/21

211 S 10TH PARKING LOT
NAVASOTA, TX 77868

ISSUE DATE: 12/01/2021
DRAWN BY: ERW
CHECKED BY: SH
PROJECT #: 21-0293

REVISIONS	
NO.	DESCRIPTION

C600





COMMERCIAL DRIVEWAY

OCT 2016

ST243



COMPANY CHECK
BY: J. H. HART, JR., DATE: 1/15/12
PROJECT: 211 S 10TH PARKING LOT
DRAWN BY: E. K. N. F.
CHECKED BY: S. H.
PROJECT #: 21-0793

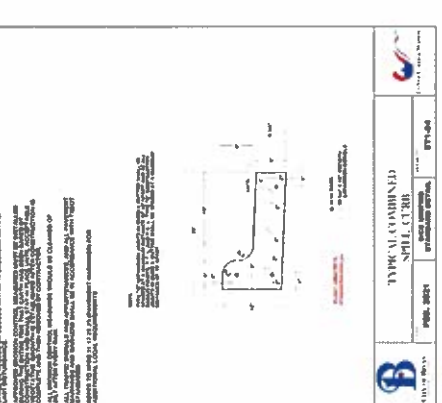
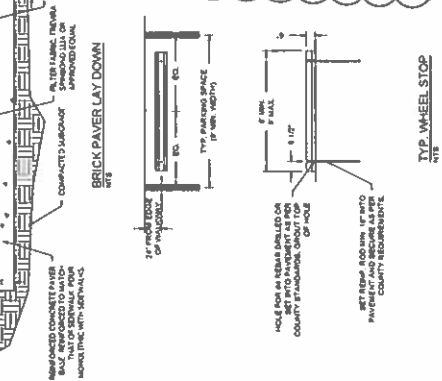
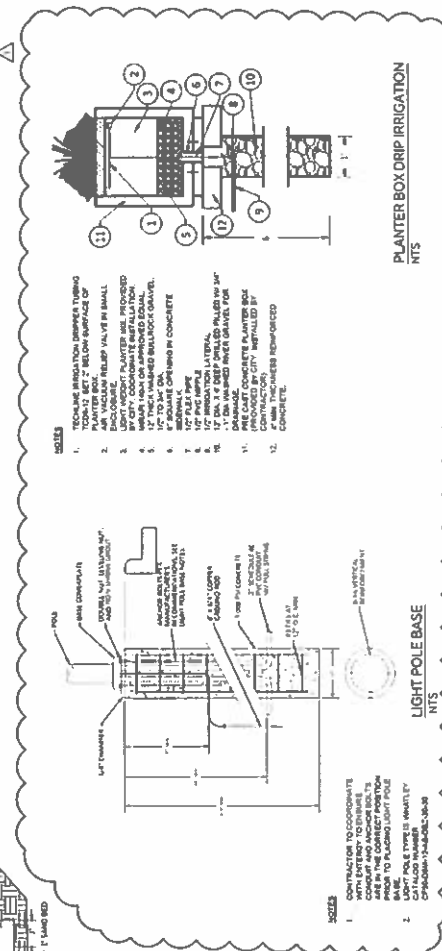
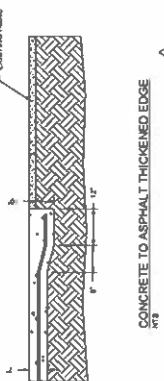
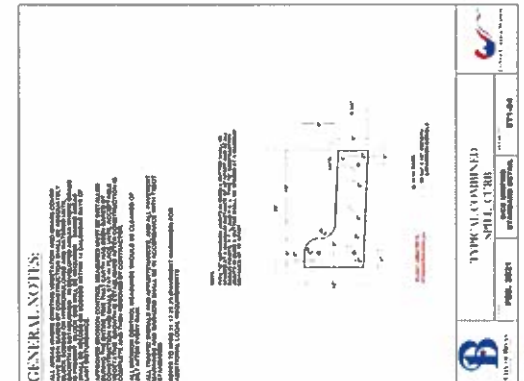
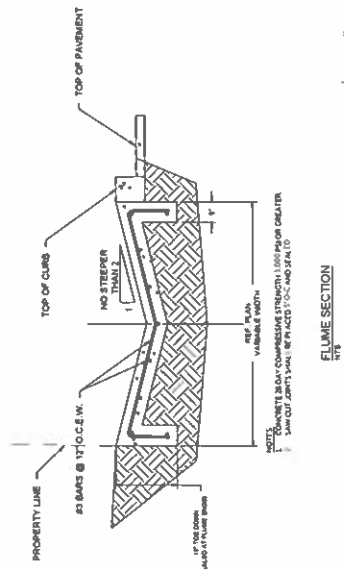
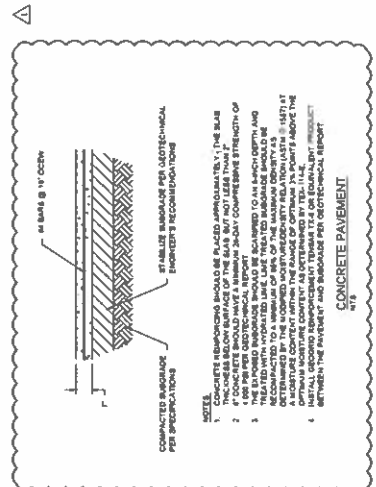
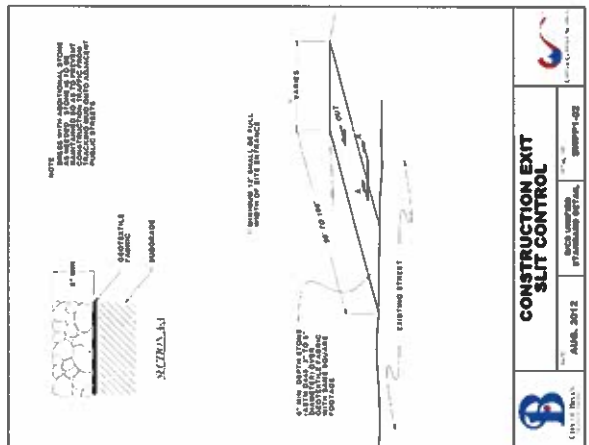
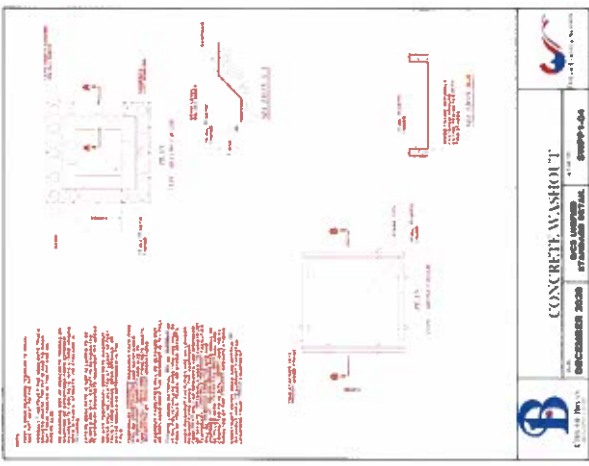


211 S 10TH PARKING LOT
NAVASOTA, TX, 77868

DETAILS
ISSUE DATE: 12/07/2011
DRAWN BY: E. K. N. F.
CHECKED BY: S. H.
PROJECT #: 21-0793

REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR BIDDING

C601





REQUEST FOR CITY COUNCIL AGENDA ITEM #8

Agenda Date Requested: <u>March 25, 2024</u>
Requested By: <u>Lupe Diosdado, Director</u>
Department: <u>Development Services</u>
<input type="radio"/> Report <input checked="" type="radio"/> Resolution <input type="radio"/> Ordinance

Exhibits: Resolution No. 762-24

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 #8

Consideration and possible action on Resolution No. 762-24, approving and authorizing execution of an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) for a Transportation Alternatives Set-Aside (TASA) project for FM 3090/Blackshear Street bike/ped improvements.

SUMMARY & RECOMMENDATION

On October 26, 2023, the Texas Transportation Commission (the Commission) approved funding for 83 Transportation Alternatives Set-Aside (TA) Program projects from across the state valued at approximately \$345.1 million.

The Texas Department of Transportation's Public Transportation Division (PTN) manages TxDOT's statewide TA program, the City of Navasota was authorized to receive federal TA funding (100% maximum for preliminary engineering and construction due to Transportation Development Credits eligibility) by the Commission.

Project Sponsor: City of Navasota

Project Name: FM 3090 (Piedmont/Blackbear Street) Bike/Ped Improvements

Phases of work included in award: Preliminary Engineering & Construction

Federal Funding Amount: \$4,994,008

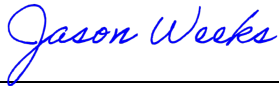
This project will construct 2.6-miles of 6-foot-wide sidewalks and bicycle lanes along both sides of FM 3090 from N. Railroad Street to the SH 6 frontage road. The project will also add new crosswalks and signage.

Legal Counsel has reviewed the attached advance funding agreement (AFA) and resolution. Therefore, staff recommend City Council approve Resolution No. 762-24.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny Resolution No. 762-24, approving and authorizing execution of an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) for a Transportation Alternatives Set-Aside (TASA) project for FM 3090/Blackshear Street bike/ped improvements.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

3/21/24

Date

RESOLUTION NO. 762-24

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROJECT FOR FM 3090/BLACKSHEAR STREET BIKE/PED IMPROVEMENTS

WHEREAS, on October 26, 2023, via Minute Order 116575, the Texas Transportation Commission authorized FM 3090/Blackshear Street Bike/Ped Improvements project (the "Project") to receive Transportation Alternatives Set-Aside ("TASA") funds for project preliminary engineering, construction, and Texas Department of Transportation ("TxDOT") oversight; and

WHEREAS, the TASA funds require a local match, the City of Navasota ("City") commits to provide the match. The local match is comprised of cash or Transportation Development Credits ("TDCs"); and

WHEREAS, the City is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the City desires to reaffirm its support of the Project and enter into an Advance Funding Agreement ("AFA") for the Project;

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

I.

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

II.

The City Council hereby approves the Advance Funding Agreement ("AFA") for FM 3090/Blackshear Street Bike/Ped Improvements Project, said Agreement being attached hereto as Exhibit A and incorporated herein for all purposes, setting out the terms and conditions related to the Project. Further, the City Council hereby authorizes the Mayor to execute said Agreement and any other necessary documentation on behalf of the City of Navasota.

III.

This Resolution shall be effective immediately upon and after its passage.

PASSED AND APPROVED THIS THE 25TH DAY OF MARCH, 2024.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

TxDOT:				Federal Highway Administration:	
CCSJ #	0643-05-067	AFA ID	Z00008873	CFDA No.	20.205
AFA CSJs	0643-05-067			CFDA Title	Highway Planning and Construction
District #	17-BRY	Code Chart 64#	29650 – City of Navasota		
Project Name		FM 3090/Blackshear Street Bike/Ped Improvements		<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES
SET-ASIDE (TASA) PROGRAM PROJECT
Utilizing State Transportation Development Credits
TxDOT-Selected On and Off-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project (“Agreement”) is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Navasota (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as FM 3090/Blackshear Street Bike/Ped Improvements (Project), and

TxDOT:				Federal Highway Administration:	
CCSJ #	0643-05-067	AFA ID	Z00008873	CFDA No.	20.205
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District #	17-BRY	Code Chart 64#	29650 – City of Navasota		
Project Name	FM 3090/Blackshear Street Bike/Ped Improvements			AFA Not Used For Research & Development	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116575 (MO) dated October 26, 2023 awarding funding for TASA projects in the TASA Program Call of the State, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.
- B. Period of Performance.
 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

- A. The scope of work for Project consists of construction of 2.6-miles of sidewalks and bicycle lanes along both sides of FM 3090/Blackshear Street from N. Railroad Street to the SH 6 frontage road. The project will also add new crosswalks and signage.
- B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in

TxDOT:				Federal Highway Administration:	
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AFA CSJs	0643-05-067			CFDA Title	Highway Planning and Construction
District #	17-BRY	Code Chart 64#	29650 – City of Navasota		
Project Name		FM 3090/Blackshear Street Bike/Ped Improvements		<i>AFA Not Used For Research & Development</i>	

accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The total estimated project cost as shown in Attachment B includes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).
- G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

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Project Name		FM 3090/Blackshear Street Bike/Ped Improvements		<i>AFA Not Used For Research & Development</i>	

- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. State will not pay interest on any funds provided by Local Government.

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District #	17-BRY	Code Chart 64#	29650 – City of Navasota		
Project Name		FM 3090/Blackshear Street Bike/Ped Improvements		AFA Not Used For Research & Development	

- Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

- A. This Agreement may be terminated by any of the following conditions:
 - 1. By mutual written consent and agreement of all parties;
 - 2. By any party with 90 days written notice; or
 - 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;
- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
 - 1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
 - 2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.

TxDOT:				Federal Highway Administration:	
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Project Name		FM 3090/Blackshear Street Bike/Ped Improvements		AFA Not Used For Research & Development	

3. Local Government withdraws from participation in Project.
 4. State determines that federal funding may be lost due to Project not being implemented and completed.
 5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
 7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

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- A. The **State** is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.
- D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

- A. Architectural and engineering services for preliminary engineering will be provided by the **State**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements.
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

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- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

- A. The **State** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- C. All contract change order review and approval procedures must be approved by State prior to start of construction.
- D. If the Local Government is the responsible party, the State must review and approve change orders.
- E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the

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federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

- A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

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- D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.
- H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project

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completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

- K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

- A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Navasota ATTN: City Manager PO Box 910 Navasota, TX 77868	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that

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notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: District TA Coordinator
2591 North Earl Rudder Freeway
Bryan, TX 77803

All invoicing, payment, and project inquiries must include the following information:

County: Grimes County
Local Government: City of Navasota
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Highway or Roadway: FM 3090

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

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20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

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- B. **Nondiscrimination:** The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. **Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. **Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. **Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

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- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. **Disadvantaged Business Enterprise Program Requirements**

- A. The parties shall comply with the Disadvantaged Business Enterprise (“**DBE**”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or

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- services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address:
http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order

12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

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In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. Local Government agrees that it shall:
 1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://sam.gov/SAM/pages/public/index.jsf>
 2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to State if:
 - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

TxDOT:				Federal Highway Administration:	
CCSJ #	0643-05-067	AFA ID	Z00008873	CFDA No.	20.205
AFA CSJs	0643-05-067			CFDA Title	Highway Planning and Construction
District #	17-BRY	Code Chart 64#	29650 – City of Navasota		
Project Name		FM 3090/Blackshear Street Bike/Ped Improvements		AFA Not Used For Research & Development	

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*
- D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

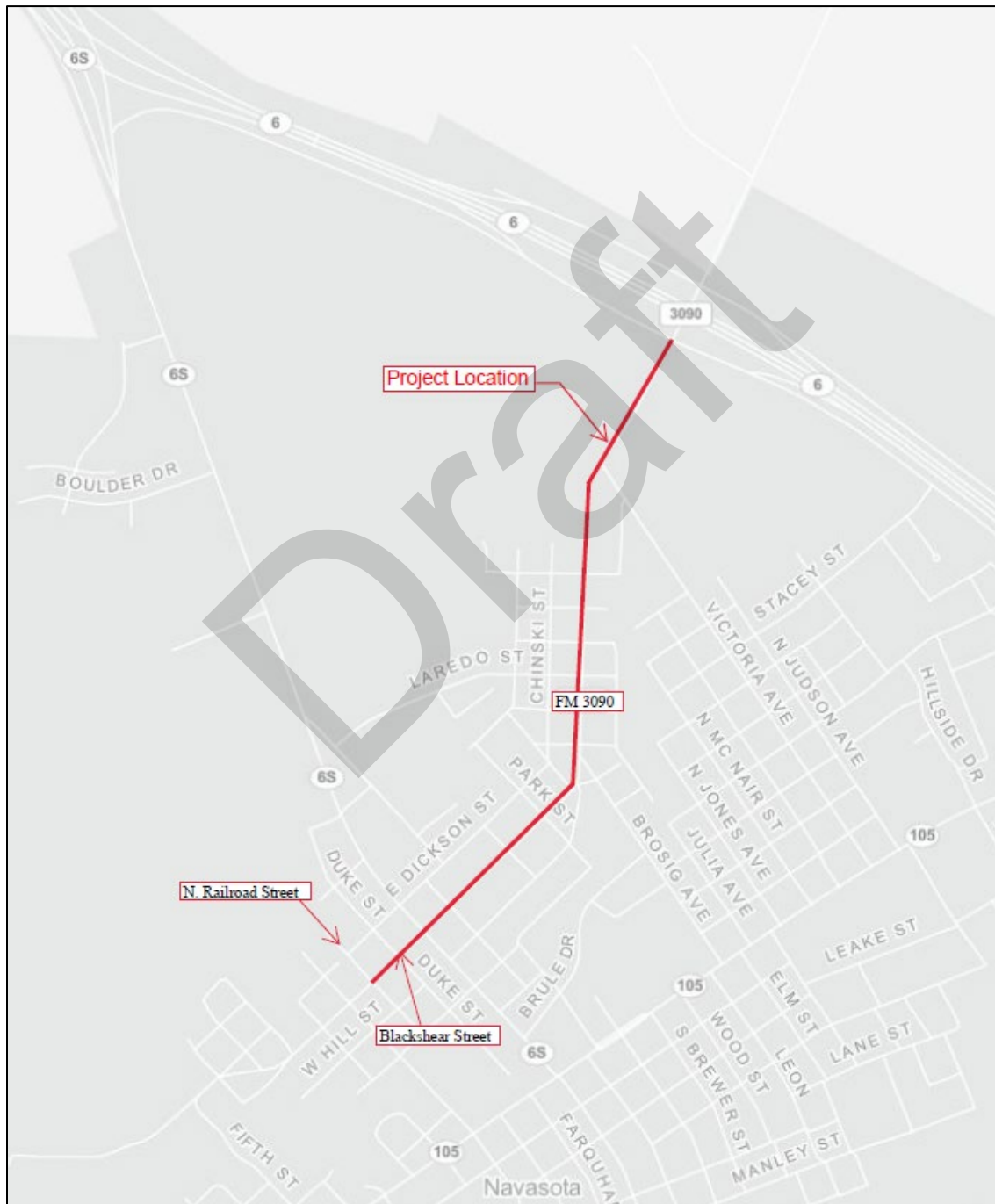
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____	_____
Signature	Signature
_____	Bert Miller
Typed or Printed Name	Typed or Printed Name
_____	Mayor
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0643-05-067	AFA ID	Z00008873	CFDA No.	20.205
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ATTACHMENT A PROJECT LOCATION MAP



TxDOT:				Federal Highway Administration:	
CCSJ #	0643-05-067	AFA ID	Z00008873	CFDA No.	20.205
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ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
State Performs PE Work or Hires Consultant / State Lets Project for Construction

Work Performed by Local Government (“LG”)

Description of Project Costs to be Incurred		Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized TDC reduction	
			%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST		\$0	0%	\$0	0%	\$0	0%	0
Preliminary Engineering		\$0	0%	\$0	0%	\$0	0%	0
Environmental Cost		\$0	0%	\$0	0%	\$0	0%	0
Right of Way		\$0	0%	\$0	0%	\$0	0%	0
Utilities		\$0	0%	\$0	0%	\$0	0%	0
Construction Cost	\$-							
Construction Engineering Cost	\$-							
Eligible In-Kind Contribution Value	\$ -							
Total Construction Value (sum of construction cost and in-kind value)								
Work by LG Subtotal		\$0		\$0		\$0		0

TxDOT:				Federal Highway Administration:	
CCSJ #	0643-05-067	AFA ID	Z00008873	CFDA No.	20.205
AFA CSJs	0643-05-067			CFDA Title	Highway Planning and Construction
District #	17 - BRY	Code Chart 64#	29650 – City of Navasota		
Project Name	FM 3090/Blackshear Street Bike/Ped Improvements			AFA Not Used For Research & Development	

Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering ¹	\$365,500	100%	\$365,500	0%	\$0	TDCs	73,100.00
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	0%	0
Right of Way ³	\$0	0%	\$0	0%	\$0	0%	0
Utilities ²	\$0	0%	\$0	0%	\$0	0%	0
Construction Cost ²	\$ 4,089,942	100%	\$4,089,942	0%	\$0	TDCs	817,988.38
Eligible In-Kind Contribution Value	\$ -						
Total Construction Value (sum of construction cost and in-kind value)							
Work by State Subtotal	\$4,455,442		\$4,455,442		\$0		891,088.38
Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized TDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$80,785	100%	\$80,784.90	0%	\$0	TDCs	\$16,156.98
Environmental Cost ¹	\$53,857	100%	\$53,856.60	0%	\$0	TDCs	\$10,771.32
Right of Way ¹	\$16,157	100%	\$16,156.98	0%	\$0	TDCs	\$3,231.40
Utilities ¹	\$10,771	100%	\$10,771.32	0%	\$0	TDCs	\$2,154.26
Construction ²	\$376,996	100%	\$376,996.20	0%	\$0	TDCs	\$75,399.24
Direct State Costs Subtotal	\$538,566	100%	\$538,566	0%	\$0	TDCs	\$107,713.20
Indirect State Cost	\$188,137		\$0	100%	\$188,137		0
TOTAL PARTICIPATION	\$5,182,145		\$4,994,008		\$188,137		998,801.58
In-kind Contribution Credit Applied						0%	\$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION						TDCs	998,801.58

TxDOT:				Federal Highway Administration:	
CCSJ #	0643-05-067	AFA ID	Z00008873	CFDA No.	20.205
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- The estimated total participation by Local Government is \$0.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is \$0.
- ¹Local Government's first payment of \$0 is due to State within 30 days from execution of this contract.
- ²Local Government's second payment of \$0 is due to State within 60 days prior to the Construction contract being advertised for bids.
- ³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 998,801.58.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$4,994,008.

TxDOT:				Federal Highway Administration:	
CCSJ #	0643-05-067	AFA ID	Z00008873	CFDA No.	20.205
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Project Name		FM 3090/ Blackshear Street Bike/Ped Improvements		<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT**

Draft



REQUEST FOR CITY COUNCIL AGENDA ITEM #9

Agenda Date Requested: <u>March 25, 2024</u>	Appropriation
Requested By: <u>Lupe Diosdado, Director</u>	Source of Funds: <u>N/A</u>
Department: <u>Development Services</u>	Account Number: <u>N/A</u>
<input type="radio"/> Report <input checked="" 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: Final MMA & Resolution No. 763-24

AGENDA ITEM #9

Consideration and possible action on Resolution No. 763-24 approving a Municipal Maintenance Agreement between the State of Texas, through the Texas Department of Transportation, and the City of Navasota, and authorizing the mayor to execute said municipal maintenance agreement.

SUMMARY & RECOMMENDATION

Chapter 311 of the Transportation Code gives the City of Navasota exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits.

The attached Municipal Maintenance Agreement ("MMA") authorizes the aforementioned items. City staff has worked with Legal Counsel to review the attached resolution and municipal maintenance agreement. Therefore, staff recommend approving Resolution No. 763-24, approving an MMA between with the City of Navasota and TXDOT.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny Resolution No. 763-24, approving a Municipal Maintenance Agreement between the State of Texas, through the Texas Department of Transportation, and the City of Navasota, and authorizing the mayor to execute said municipal maintenance agreement.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

3/21/24

Date

RESOLUTION NO. 763-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAVASOTA, TEXAS APPROVING A MUNICIPAL MAINTENANCE AGREEMENT BETWEEN THE STATE OF TEXAS, THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF NAVASOTA, AND AUTHORIZING THE MAYOR TO EXECUTE SAID MUNICIPAL MAINTENANCE AGREEMENT.

WHEREAS, Chapter 311 of the Transportation Code gives the City of Navasota (the "City") exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State of Texas (the "State"), at its discretion, to enter into an agreement with the City to fix responsibilities for maintenance, control, supervision, and regulation of State of Texas highways within and through the corporate limits of the City; and

WHEREAS, the State and the City desire to enter into the Municipal Maintenance Agreement attached hereto as Exhibit "A" and incorporated herein for all purposes ("Agreement");

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

I.

City Council hereby approves the Municipal Maintenance Agreement ("Agreement") between the State of Texas through the Texas Department of Transportation and the City of Navasota, attached hereto as Exhibit "A" and incorporated herein for all purposes.

II.

The Mayor is hereby authorized and directed to execute the Agreement on behalf of the City of Navasota.

III.

City Staff is hereby authorized and directed to take any and all action necessary to implement the provisions of this Resolution.

IV.

This Resolution shall be effective immediately upon and after its passage.

PASSED AND APPROVED THIS THE 25th DAY OF MARCH, 2024.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY



2591 N. Earl Rudder Freeway, Bryan, TX 77803 | [979.778.2165](tel:979.778.2165) | WWW.TXDOT.GOV

March 19, 2024

Mayor Bert Miller
City of Navasota
PO Box 910
Navasota, TX 77868-0910


Dear Mayor Miller,

It is time to update the Municipal Maintenance Agreement between the City of Navasota and the Texas Department of Transportation (TxDOT). Please review the attached document and have the agreement signed by the authorized person. Also, have either the attached ordinance or resolution executed, whichever is appropriate by your city charter, and return with the signed agreement.

To ensure consistency of format for the mapping of each city within the TxDOT Bryan District, we have provided Exhibits A, B, and D, as described in the Municipal Maintenance Agreement. These attachments provided are based on previous Municipal Maintenance Agreements and the city limits TxDOT has on file. If there are discrepancies to the attached maps, please feel free to contact Danielle Lamphear at Danielle.Lamphear@TxDOT.gov or 979-778-9621 to communicate any comments.

Once TxDOT receives the signed agreement, we will sign and send you a final executed agreement.

Respectfully,

DocuSigned by:


275CD3AF332445F...
Jace M. Lee, P.E.
Director of Maintenance
Bryan District

Cc: James Robbins, P.E., Bryan Area Engineer, TxDOT
Danielle Lamphear, Bryan District Maintenance Office, TxDOT

OUR VALUES: *People • Accountability • Trust • Honesty*

OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer



MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this _____ day of _____ 20____, by and between the State of Texas through the Texas Department of Transportation ("State"), and the City of _____ Navasota _____ (population _____ 7,729 _____, 2020, latest Federal Census) acting by and through its duly authorized officers ("City").

R E C I T A L S

A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C**.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.
2. In this Agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described as "State Maintained and Operated" highways in the document attached and incorporated as **Exhibit A**.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B**.
4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
5. Exhibits that are a part of this Agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.
6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.
5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.
 - A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices
 - B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.
 - C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.
 - D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.
 - A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.
 - B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

- C.** This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.
- 7.** Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.
 - A.** For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.
 - B.** Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.
- 8.** The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
- 9.** The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.
- 10.** New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.
13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.
14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.
15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.
16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Non-Controlled Access)

- A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

- B.** Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.
- C.** Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.
- D.** Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.
- E.** Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.
- F.** In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.
- G.** Install, operate, and maintain traffic signals in cities with less than 50,000 population.
- H.** In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. City's Responsibilities (Non-Controlled Access)

- A.** Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
- B.** Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.
- C.** Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).
- D.** Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

- E.** Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.
- F.** Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.
- G.** Perform mowing and litter pickup.
- H.** Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.
- I.** Perform snow and ice control.
- J.** Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Controlled Access)

- A.** Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.
- B.** Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.
- C.** Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.
- D.** Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

- E.** Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.
- F.** Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.
- G.** Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. City's Responsibilities (Controlled Access)

- A.** Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.
- B.** When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
- C.** Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
- D.** Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.
- E.** Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.
- F.** Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

- G.** Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.
- H.** Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).
- I.** Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

- 1.** All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.
- 2.** Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.
- 3.** Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

City of Navasota

State of Texas



Signature

TxDOT District Engineer

Name

Name

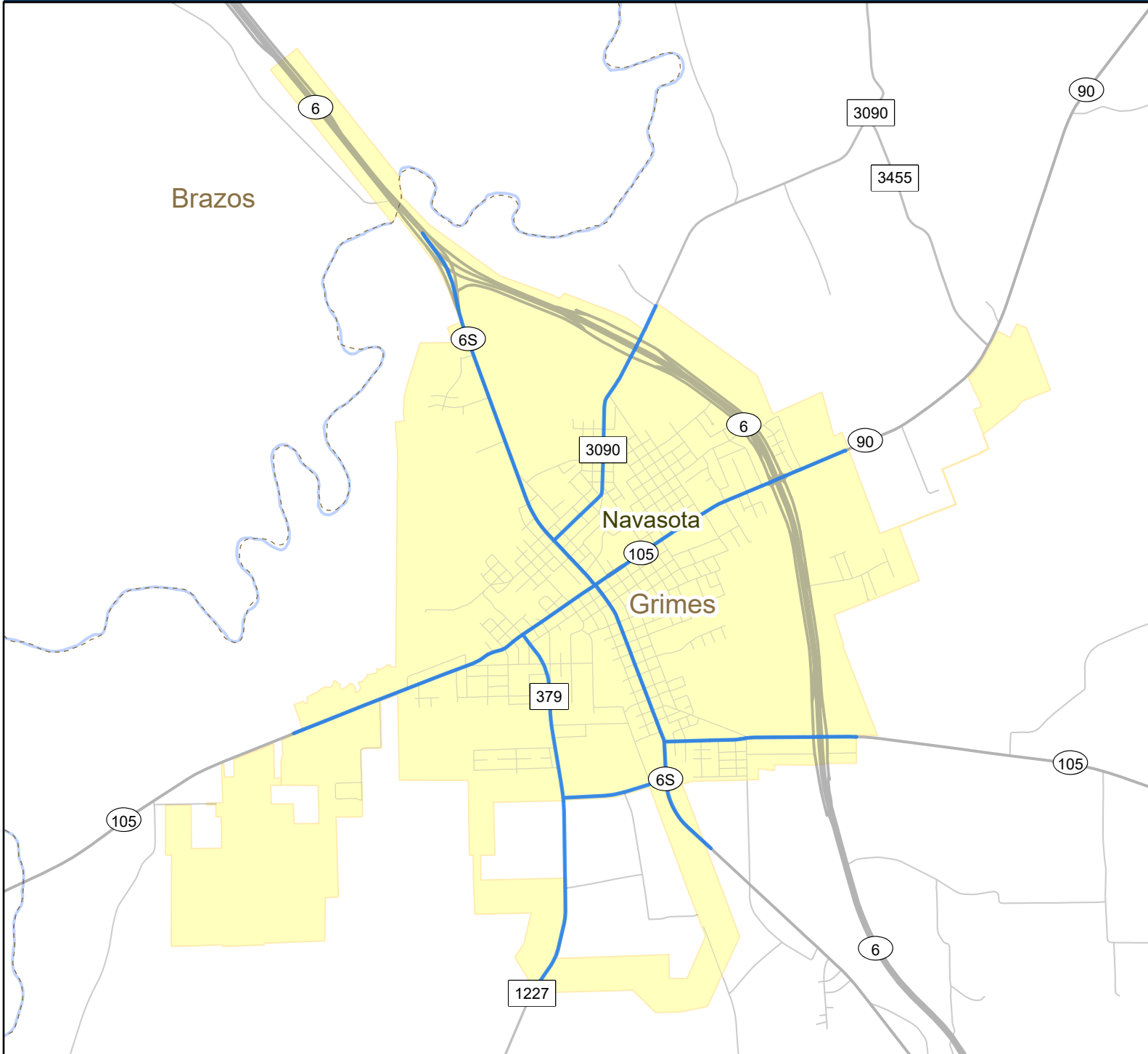
Title

Date

Date

Exhibit A - Navasota

2024



HWY	From	To
BS0006S	SH 6	City limits
FM0379	Junction BS 6 S	Junction SH 105
FM1227	City limits	SH 6
FM3090	City limits	Junction BS 6 S
SH0006	Brazos County line	Waller County line
SH0090	City limits	Junction SH 6
SH0105	City limits	City limits
SS0515	BS 6 S	Junction SH 6



0 1 Miles

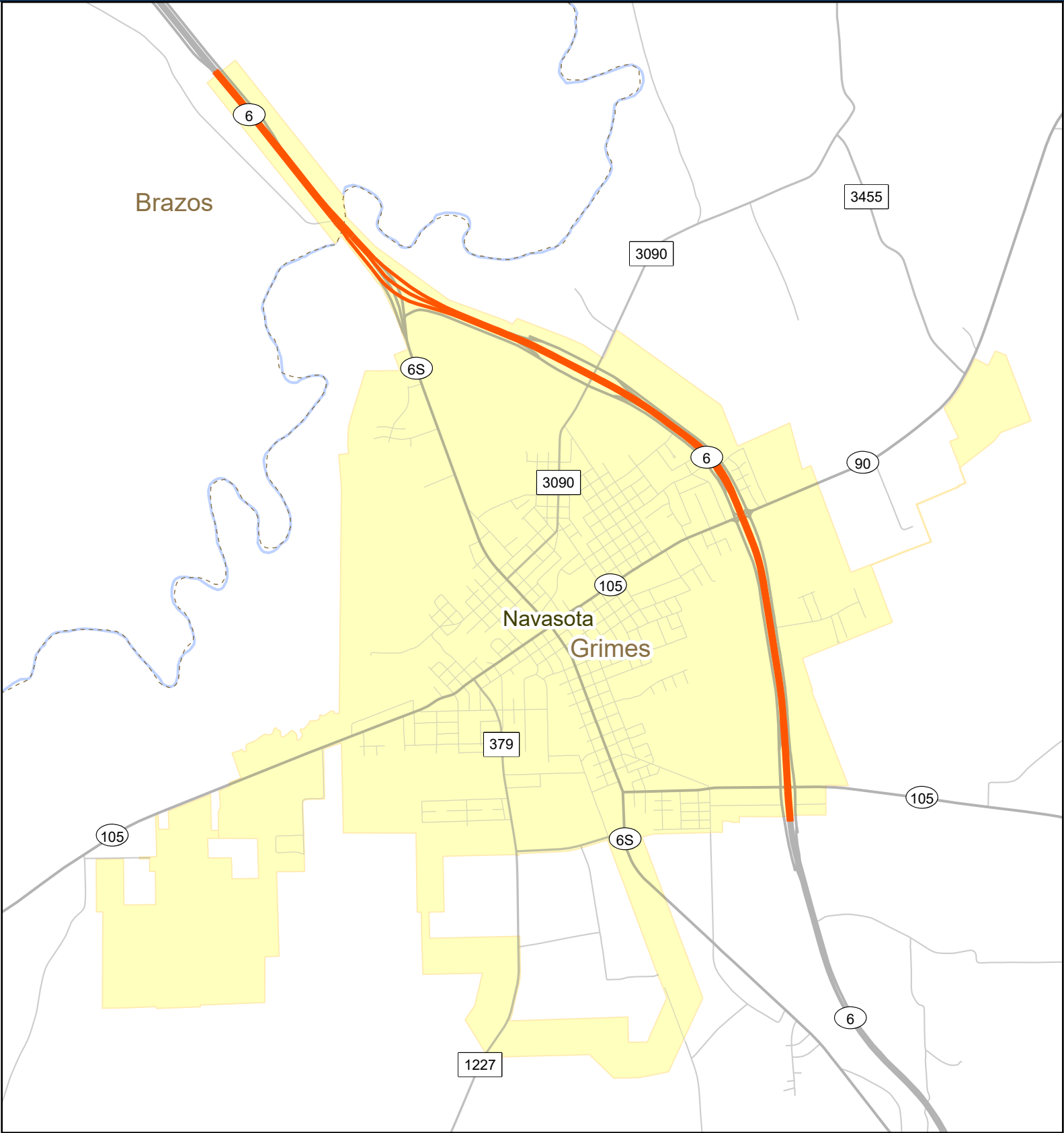
Non-Controlled Access Highways
© 2024 TxDOT | Bryan District | March 19, 2024

Non-Controlled Access



Exhibit B - Navasota

2024



HWY	From	To
SH0006	The north city limits	The south city limits

Exhibit D-

City of Navasota-

<u>Location</u>	<u>ID</u>	<u>Mounting</u>	<u>No. of Lights</u>	<u>Longitude/Latitude</u>	
SH 6 @ SH 105/SP 515	01	Luminaire	1	30.376053	-96.066679
	02	Signal Light	1	30.376139	-96.066420
	03	Signal Light	1	30.376458	-96.066529
	04	Signal Light	1	30.376363	-96.066847
	05	Luminaire	1	30.376447	-96.067795
	06	Signal Light	1	30.376052	-96.067967
	07	Signal Light	1	30.376145	-96.067641
	08	Signal Light	1	30.376376	-96.068099
SH 105 @ FM 379	01	Signal Light	1	30.384331	-96.095035
	02	Signal Light	1	30.384472	-96.094799
	03	Signal Light	1	30.384432	-96.095285
SH 105 @ BS 6	01	Signal Light	1	30.388491	-96.088034
	02	Signal Light	1	30.388497	-96.088380
SH 6 @ SH105/SH90	01	Signal Light	1	30.397139	-96.070411
	02	Signal Light	1	30.397259	-96.070880
	03	Signal Light	1	30.396636	-96.071726
	04	Signal Light	1	30.396858	-96.072028
SH 6 & FM 3090	01	Luminaire	1	30.406979	-96.085072
	02	Luminaire	1	30.407125	-96.084867
	03	Luminaire	1	30.408049	-96.084312
	04	Luminaire	1	30.408193	-96.084275



REQUEST FOR CITY COUNCIL AGENDA ITEM #10

Agenda Date Requested: <u>March 25, 2024</u>	Appropriation
Requested By: <u>Susie Homeyer, City Secretary</u>	Source of Funds: <u>N/A</u>
Department: <u>Administration</u>	Account Number: <u>N/A</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Ordinance No. 1042-24

AGENDA ITEM #10

Consideration and possible action on approval of the first reading of Ordinance No. 1042-24, amending Ordinance No. 1040-24, ordering a special election on proposed amendments to the Home Rule City Charter of the City of Navasota to be held on May 4, 2024, by assigning a letter of the alphabet to each proposition that corresponds to its order on the ballot.

Consideración y posible acción sobre la aprobación de la primera lectura de la Ordenanza No. 1042-24, que modifica la Ordenanza No. 1040-24, ordenando una elección especial sobre las enmiendas propuestas a la Carta Autónoma de la Ciudad de Navasota que se llevará a cabo el 4 de mayo de 2024, asignando una letra del alfabeto a cada proposición que corresponda a su orden en la boleta electoral.

SUMMARY & RECOMMENDATION

In 2017 the State Legislature made a change to the Texas Election Code which states that local political subdivisions can only assign a "letter" to a proposition. "Numbers" can only be assigned for each proposition to be voted on statewide. The Election Administration, Rachel Walker, brought this to our attention. The previously approved Ordinance included numbers; therefore, staff are requesting City Council approve the first reading of Ordinance No. 1042-24 amending Ordinance No. 1040-24, which included numbers to be replace with letters. The amended Ordinance reflects this change. A second reading of the Ordinance will take place tomorrow, March 26th at 4:00 p.m.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny the first reading of Ordinance No. 1042-24, ordering a special election on proposed amendments to the Home Rule City Charter of the City of Navasota to be held on May 4, 2024, by assigning a letter of the alphabet to each proposition that corresponds to its order on the ballot.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

3/21/24

Date

ORDINANCE NO. 1042-24

AN ORDINANCE OF THE CITY OF NAVASOTA, TEXAS, AMENDING ORDINANCE NO. 1040-24 ORDERING A SPECIAL ELECTION ON PROPOSED AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF NAVASOTA TO BE HELD ON MAY 4, 2024, FOR THE PURPOSE OF MAKING CORRECTIONS TO THE NUMBERING ASSIGNED TO THE PROPOSITIONS TO BE SUBMITTED TO THE VOTERS AT SAID ELECTION; PROVIDING FOR A REPEALER AND SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE OF MEETINGS.

WHEREAS, on February 12, 2024 the Navasota City Council adopted Ordinance No. 1040-24 ordering a Special Election to be held on May 4, 2024 for the purpose of submitting propositions to the qualified voters of Navasota, Texas for certain proposed amendments to the existing Home Rule Charter of the City; and

WHEREAS, the City Council desires to correct the numbering of the propositions described in Ordinance No. 1040-24 by assigning a letter of the alphabet to each proposition that corresponds to its order on the ballot, as set forth in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes; and

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

SECTION 1

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

SECTION 2.

REPEALER AND SAVINGS CLAUSE

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

SECTION 3.

SEVERABILITY

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

SECTION 4.

EFFECTIVE DATE

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

SECTION 5.

PROPER NOTICE OF MEETINGS

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

PASSED AND APPROVED ON FIRST READING THIS THE 25TH DAY OF MARCH, 2024.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**PASSED AND APPROVED ON SECOND AND FINAL READING THIS THE 26TH
DAY OF MARCH, 2024.**

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

EXHIBIT “A”

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

PROPOSITION A:

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

PROPOSITION B:

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

PROPOSITION C:

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

PROPOSITION D:

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

PROPOSITION E:

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

PROPOSITION F:

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

PROPOSITION G:

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

PROPOSITION H:

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

PROPOSITION I:

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

PROPOSITION J:

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

PROPOSITION K:

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

PROPOSITION L:

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

PROPOSITION M:

Shall Article IV, Section 26 of the Navasota City Charter be amended by providing that, in addition to performing duties required by the Charter and the City Council, the City Secretary shall perform duties as may be required by applicable law, city ordinances and resolutions, or the City Manager?

PROPOSITION N:

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

PROPOSITION O:

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

PROPOSITION P:

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

PROPOSITION Q:

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

PROPOSITION R:

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

PROPOSITION S:

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

PROPOSITION T:

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

PROPOSITION U:

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

PROPOSITION V:

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

PROPOSITION W:

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

PROPOSITION X:

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

PROPOSITION Y:

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

PROPOSITION Z:

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

PROPOSITION AA:

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

PROPOSITION BB:

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

ORDENANZA NO. 1042-24

UNA ORDENANZA DE LA CIUDAD DE NAVASOTA, TEXAS, QUE MODIFICA LA ORDENANZA NO. 1040-24 QUE ORDENA UNA ELECCIÓN ESPECIAL SOBRE LAS ENMIENDAS PROPUESTAS A LA CARTA CONSTITUCIONAL DE LA CIUDAD DE NAVASOTA QUE SE LLEVARÁ A CABO EL 4 DE MAYO DE 2024, CON EL PROPÓSITO DE HACER CORRECCIONES A LA NUMERACIÓN ASIGNADA A LAS PROPOSICIONES QUE SE PRESENTARÁN A LOS VOTANTES EN DICHA ELECCIÓN; ESTABLECER UNA CLÁUSULA DEROGATORIA Y DE SALVAGUARDA; ESTABLECER LA DIVISIBILIDAD; ESTABLECER UNA FECHA DE ENTRADA EN VIGOR; Y PREVER LA DEBIDA NOTIFICACIÓN DE LAS REUNIONES.

CONSIDERANDO QUE, el 12 de febrero de 2024, el Concejo Municipal de Navasota adoptó la Ordenanza No. 1040-24 que ordena que se celebre una Elección Especial el 4 de mayo de 2024 con el fin de presentar propuestas a los votantes calificados de Navasota, Texas, para ciertas enmiendas propuestas a la Carta Autónoma existente de la Ciudad; y

CONSIDERANDO QUE, el Concejo Municipal desea corregir la numeración de las proposiciones descritas en la Ordenanza No. 1040-24 asignando una letra del alfabeto a cada proposición que corresponda a su orden en la boleta electoral, como se establece en el Anexo "A" adjunto al presente y se incorpora al presente para todos los propósitos pertinentes; y

AHORA, POR LO TANTO, SEA ORDENADO POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE NAVASOTA, TEXAS:

SECCIÓN 1

Las propuestas de votación para las enmiendas propuestas a la Carta de Autonomía de Navasota se establecen en el Anexo "A" adjunto al presente y se incorporan al presente para los fines pertinentes.

SECCIÓN 2.

DEROGACIÓN Y CLÁUSULA DE SALVAGUARDA

Todas las disposiciones de cualquier ordenanza, resolución u otra acción de la Ciudad que estén en conflicto con esta Ordenanza quedan derogadas en la medida en que estén en conflicto. Cualquier parte restante de dichas ordenanzas, resoluciones u otras acciones permanecerán en pleno vigor y efecto.

SECCIÓN 3.

DIVISIBILIDAD

En caso de que cualquier sección, subsección, oración, cláusula o frase de esta Ordenanza sea declarada inconstitucional o inválida por un tribunal de jurisdicción competente, se establece expresamente que todas y cada una de las partes restantes de esta Ordenanza permanecerán en pleno vigor y efecto. El Concejo Municipal declara por la presente que habría aprobado esta Ordenanza, y cada sección, subsección, oraciones y cláusulas y frases restantes en caso de que alguna disposición sea declarada inconstitucional o inválida.

SECCIÓN 4.

FECHA DE ENTRADA EN VIGOR

Esta Ordenanza entrará en vigencia inmediatamente después de su promulgación de acuerdo con la Carta Constitutiva de la Ciudad de Navasota, Texas.

SECCIÓN 5.

NOTIFICACIÓN ADECUADA DE LAS REUNIONES

Por la presente se encuentra y determina oficialmente que las reuniones en las que se aprobó esta Ordenanza estuvieron abiertas al público como se requiere y que se dio aviso público de la hora, el lugar y el propósito de dichas reuniones como lo requiere la Ley de Reuniones Abiertas, Capítulo 551 del Código de Gobierno de Texas.

APROBADO EN PRIMERA LECTURA EL DÍA 25 DE MARZO DE 2024.

BERT MILLER, ALCALDE

ATESTIGUAR:

SUSIE M. HOMEYER, SECRETARIA DE LA CIUDAD

APROBADO EN SEGUNDA Y ÚLTIMA LECTURA EL DÍA 26^{DE} MARZO DE 2024.

BERT MILLER, ALCALDE

ATESTIGUAR:

SUSIE M. HOMEYER, SECRETARIA DE LA CIUDAD

ANEXO "A"

Las propuestas electorales para las enmiendas propuestas a la Carta de Autonomía de la Ciudad de Navasota (a veces denominada en este documento "Carta de la Ciudad de Navasota" o "Carta Constitutiva") son las siguientes:

PROPOSICIÓN A:

¿Se modificarán todos los artículos y secciones afectados de la Carta de la Ciudad de Navasota por 1) correcciones gramaticales, ortográficas y de puntuación; 2) la supresión de la redacción redundante o excedente, y la supresión de la redacción obsoleta o anticuada; 3) realizar cambios no sustantivos en el vocabulario para utilizar una terminología moderna y coherente; 4) eliminación de secciones reservadas; y 5) ¿renumerar los artículos y secciones afectados por supresiones?

PROPUESTA B:

El artículo III, secciones 8(a) y 8(b); Artículo IV, Sección 20; Artículo IV, Sección 35; Artículo VI, Sección 3; Artículo VII, Sección 1; Artículo VII, Sección 4; Artículo VII, Sección 7; El Artículo X, Sección 11 y el Artículo 12, Sección 5 de la Carta de la Ciudad de Navasota deben ser enmendados actualizando y corrigiendo las referencias a las leyes estatales actuales, eliminando las disposiciones de la Carta que son inconsistentes con la ley actual o que están precedidas por la ley actual, y eliminando las referencias a leyes obsoletas?

PROPUESTA C:

¿Se debe enmendar el Artículo II, Sección 2 de la Carta Constitucional de la Ciudad de Navasota revisando la autoridad, los procedimientos y los plazos para la anexión de territorio para que sean consistentes con la ley estatal aplicable, y aclarando la autoridad y los procedimientos para la desanexión de territorio de los límites de la ciudad?

PROPOSICIÓN D:

¿Se debe enmendar el Artículo II, Sección 3 de la Carta Constitucional de la Ciudad de Navasota eliminando todas las disposiciones relativas a la catastro de bienes inmuebles como innecesarias debido a las leyes estatales existentes que establecen y regulan los requisitos y procedimientos municipales de catastro?

PROPUESTA E:

¿Se debe enmendar el Artículo III, Sección 12 de la Carta Constitucional de la Ciudad de Navasota eliminando las disposiciones que crean la Comisión de Planificación y Zonificación como innecesarias debido a las leyes estatales existentes que prevén la creación y el nombramiento de una Comisión de Planificación y Zonificación por parte del Concejo Municipal?

PROPUESTA F:

¿Se debe enmendar el Artículo IV, Sección 2 de la Carta Constitucional de la Ciudad de Navasota eliminando las disposiciones que establecen que los miembros del Concejo Municipal deben ser compensados según lo dispuesto en la Carta, debido a su conflicto con el Artículo IV, Sección 15 de la Carta Constitucional que establece que los miembros del Concejo Municipal sirven sin compensación?

PROPUESTA G:

¿Se enmendará el Artículo IV, Sección 3 de la Carta Constitucional de la Ciudad de Navasota requiriendo una tarifa de presentación por un monto de \$ 100.00 para ser candidato al Concejo Municipal? proporcionar un proceso para presentar una petición al Secretario de la Ciudad con un número suficiente de firmas como alternativa al pago de la tarifa de presentación de \$ 100.00; y prever la revisión de la validez de dicha petición y de las firmas que la acompañan en apoyo de la petición?

PROPOSICIÓN H:

¿Se debe enmendar el Artículo IV, Sección 7 de la Carta Constitucional de la Ciudad de Navasota disponiendo que la elección general regular de los miembros del Concejo Municipal se llevará a cabo cada año el primer sábado de mayo, según lo requiera la ley estatal actual, o en cualquier otra fecha autorizada por la ley aplicable?

PROPUESTA I:

¿Se enmendará el Artículo IV, Secciones 5, 5A, 7 y 8 de la Carta Constitucional de la Ciudad de Navasota cambiando los términos de mandato de los miembros del Concejo Municipal de dos (2) años a tres (3) años? disponiendo que un candidato para un puesto en el Concejo Municipal que tenga un mandato de más de dos (2) años debe ser elegido por mayoría de votos, según lo exige la ley estatal; proporcionar un proceso de elección de segunda vuelta en caso de que ningún candidato para un puesto en el Concejo Municipal reciba la mayoría de los votos emitidos en una elección; disponiendo el escalonamiento de los mandatos de los miembros del Concejo Municipal de tal manera que a partir de las elecciones de mayo de 2024, el miembro del Concejo Municipal del Lugar 1 servirá un período de tres (3) años, a partir de las elecciones de mayo de 2024, los miembros del Concejo Municipal de los Lugares 2 y 3 servirán un período de dos (2) años, y a partir de las elecciones de mayo de 2025, los miembros del Concejo Municipal de los Lugares 4 y 5 servirán por un período de tres (3) años; y disponiendo que a partir de las elecciones de mayo de 2025 y de forma continua a partir de entonces, todos los miembros del Concejo Municipal servirán mandatos de tres (3) años?

PROPOSICIÓN J:

¿Se enmendará el Artículo IV, Sección 12 de la Carta Constitucional de la Ciudad de Navasota disponiendo que las vacantes en el Concejo Municipal se llenarán mediante una elección especial que se llevará a cabo dentro de los ciento veinte (120) días posteriores a la vacante, a menos que la vacante ocurra no más de 120 días antes de la próxima elección regular, en cuyo caso la vacante se llenará en una elección especial que se llevará a cabo en la misma fecha que la siguiente? elecciones regulares; y disponiendo que si el término restante no vencido de cualquier puesto vacante en el Concejo Municipal es de doce (12) meses o menos, el puesto vacante en el Concejo Municipal, después de la notificación pública de la vacante y la oportunidad para que las personas calificadas presenten solicitudes solicitando el nombramiento para la vacante, será ocupado por nombramiento por los miembros restantes del Concejo Municipal, y el miembro del Concejo Municipal designado servirá por el término restante del puesto vacante del Concejo para el cual la persona fue nombrada?

PROPUESTA K:

¿Se debe enmendar el Artículo IV, Secciones 11 y 23 de la Carta Constitucional de la Ciudad de Navasota para aclarar que un miembro individual del Concejo Municipal puede ser destituido por permitir a sabiendas que se viole cualquier disposición de la Carta Constitutiva sin ejercer el poder del miembro del Concejo Municipal para prevenir la violación? y disponer que una vacante creada por la destitución de un miembro del Concejo Municipal pueda ser llenada por el Concejo Municipal nombrando a una persona calificada para ocupar el puesto vacante en el Concejo Municipal de conformidad con el artículo IV, sección 12 de esta Carta?

PROPOSICIÓN L:

¿Se debe enmendar el Artículo IV, Sección 24 de la Carta Constitucional de la Ciudad de Navasota autorizando al Concejo Municipal a adoptar reglas de ética que rijan la conducta de los miembros del Concejo Municipal?

PROPOSICIÓN M:

¿Se debe enmendar el Artículo IV, Sección 26 de la Carta Constitucional de la Ciudad de Navasota disponiendo que, además de realizar los deberes requeridos por la Carta Constitutiva y el Concejo Municipal, el Secretario de la Ciudad desempeñará los deberes que puedan ser requeridos por la ley aplicable, las ordenanzas y resoluciones de la ciudad, o el Administrador de la Ciudad?

PROPOSICIÓN N:

¿Se enmendará el Artículo IV, Secciones 27 y 28 de la Carta Constitucional de la Ciudad de Navasota disponiendo que una ordenanza pueda promulgarse finalmente en la fecha en que se presente, lea, vote y apruebe en una (1) reunión del Concejo Municipal? y al eliminar la Sección 28 que establece que las medidas de emergencia ya no son necesarias si las ordenanzas pueden ser introducidas, leídas, votadas y aprobadas en una (1) reunión del Concejo Municipal?

PROPUESTA O:

¿Se debe enmendar el Artículo IV, Sección 34 y el Artículo V, Secciones 2(a) y 2(h) de la Carta Constitucional de la Ciudad de Navasota aclarando que el Administrador de la Ciudad está autorizado a determinar los sueldos y salarios de todos los empleados de la Ciudad?

PROPOSICIÓN P:

¿Se debe enmendar el Artículo V, Sección 1 (a) de la Carta Constitucional de la Ciudad de Navasota al establecer que el Administrador de la Ciudad puede ser destituido por el voto de cuatro (4) miembros del Concejo Municipal, en lugar de la mayoría del Concejo Municipal?

PROPUESTA Q:

¿Se enmendará el Artículo V, Sección 1 (a) de la Carta Constitucional de la Ciudad de Navasota al establecer que en caso de que el Administrador de la Ciudad no resida dentro de los límites corporativos de la Ciudad cuando sea empleado por la Ciudad como Administrador de la Ciudad, el Administrador de la Ciudad establecerá su residencia dentro de los límites corporativos de la Ciudad dentro de un período de tiempo razonablemente rápido después del empleo? según lo determine únicamente el Concejo Municipal?

PROPOSICIÓN R:

¿Se debe enmendar el Artículo V, Sección 2 (a) de la Carta Orgánica de la Ciudad de Navasota al establecer que el Administrador de la Ciudad está autorizado a nombrar y destituir a uno o más Administradores Adjuntos de la Ciudad?

PROPOSICIÓN S:

¿Se debe enmendar el Artículo VI, Sección 2 de la Carta Constitucional de la Ciudad de Navasota al establecer que una política tributaria morosa adoptada por el Concejo Municipal estará sujeta a las disposiciones de la ley estatal que permiten al tasador/recaudador de impuestos adoptar una política que acepte pagos parciales de impuestos a la propiedad?

PROPOSICIÓN T:

¿Se debe enmendar el Artículo VII, Sección 2 de la Carta Constitucional de la Ciudad de Navasota al establecer que el Juez de la Corte Municipal no servirá en ningún otro cargo público electo excepto según lo permita la ley aplicable?

PROPUESTA U:

¿Se debe enmendar el Artículo VII, Sección 10 de la Carta Constitucional de la Ciudad de Navasota eliminando las disposiciones que autorizan al Fiscal del Condado de Grimes a procesar casos en el Tribunal Municipal de Navasota debido a la ley estatal que establece que el Fiscal del Condado no tiene poder, deber o privilegio en el Condado de Grimes en relación con asuntos penales?

PROPOSICIÓN V:

¿Se debe enmendar el Artículo VIII, Sección 2 de la Carta Constitucional de la Ciudad de Navasota disponiendo que el presupuesto propuesto por la Ciudad se publique en el sitio web de la Ciudad por lo menos setenta y dos (72) horas antes de la(s) reunión(es) en la(s) que los miembros del Concejo Municipal discutirán el presupuesto propuesto(s); y disponiendo que la falta de publicación del presupuesto propuesto en el sitio web de la Ciudad no prohibirá que el Concejo Municipal discuta el presupuesto propuesto en dicha(s) reunión(es)?

PROPOSICIÓN W:

¿Se debe enmendar el Artículo VIII, Sección 4 de la Carta Constitucional de la Ciudad de Navasota disponiendo que el Concejo Municipal se asegure de que las cuentas financieras de la Ciudad se mantengan en cumplimiento con los principios de contabilidad generalmente aceptados y las normas adoptadas por la Junta de Normas de Contabilidad Gubernamental aplicables a las ciudades?

PROPOSICIÓN X:

¿Se debe enmendar el Artículo VIII, Sección 5 de la Carta Constitucional de la Ciudad de Navasota eliminando las disposiciones que autorizan al Administrador de la Ciudad a publicar en un periódico informes mensuales que muestren los recibos y desembolsos del mes anterior y del año fiscal hasta la fecha?

PROPOSICIÓN Y:

¿Se eliminará el Artículo VIII, Sección 7 de la Carta Constitucional de la Ciudad de Navasota que aborda la autoridad de préstamo temporal de la Ciudad a través de órdenes de deficiencia porque este tipo de instrumento de deuda está desactualizado e innecesario debido a que la ley estatal prevé otra autoridad de préstamo?

PROPOSICIÓN Z:

¿Se debe enmendar el Artículo IX, Sección 3 de la Carta Constitucional de la Ciudad de Navasota al establecer que todas las ordenanzas que otorguen, renueven o extiendan franquicias para servicios públicos se leerán en dos (2), en lugar de tres (3), reuniones ordinarias separadas del Concejo Municipal?

PROPOSICIÓN AA:

¿Se debe enmendar el Artículo X, Sección 4 de la Carta Constitucional de la Ciudad de Navasota al requerir que un fondo de amortización u otros fondos monetarios de la Ciudad solo se inviertan o reinviertan de conformidad con la ley aplicable y la política de inversión de la Ciudad, y todas las enmiendas a la misma?

PROPUESTA BB:

¿Se eliminará el Artículo XI, Secciones 1 y 2 de la Carta Constitutiva de la Ciudad de Navasota por ser innecesaria y redundante debido a las disposiciones electorales municipales establecidas en el Artículo IV de la Carta Orgánica que establece y regula las elecciones realizadas por la Ciudad?



REQUEST FOR CITY COUNCIL AGENDA ITEM #11

Agenda Date Requested: March 25, 2024

Requested By: Susie Homeyer, City Secretary

Department: Administration

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: February Minutes, February Municipal Court Report, & February Financials

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☒ No

AGENDA ITEM #11

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

Consent agenda are:

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

SUMMARY & RECOMMENDATION

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

- A. Staff have placed the minutes for February 2024 on the consent agenda for approval.
- B. Staff have placed the Municipal Court Report for February 2024 on the consent agenda for approval.
- C. Staff have placed the Financial Report for February 2024 on the consent agenda for approval.

ACTION REQUIRED BY CITY COUNCIL

Approve the consent agenda: The minutes for February 2024, the Municipal Court Report for February 2024, and the Financial Report for February 2024.

Approved for the City Council meeting agenda.

Jason Weeks

Jason B. Weeks, City Manager

3/21/24

Date

**MINUTES
SPECIAL MEETING
FEBRUARY 12, 2024**

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

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

Thus constituting a quorum.

STAFF PRESENT: Jason Weeks, City Manager; Susie M. Homeyer, City Secretary; Lupe Diosdado, Development Services Director; Jennifer Reyna, Public Works Director; Mike Mize, Police Chief, Luke Cochran, Legal Counsel; Pat Gruner, Navasota Municipal Judge; Rayna Teicheira, Economic Development Director; Jon MacKay, Graduate Engineer and Edwin Sandoval, Project Manager.

VISITORS: Connie Clements, Phillip Cox, Betsy Lehnert, Jesse Durden and Jacob Schafer.

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

1. Mayor Bert Miller called the meeting to order at 4:30 p.m.
2. A workshop was held regarding developer partnership with Navasota ISD and City of Navasota. Kept Property Group is proposing a rental development near the corner of Wades Way and Stacey Street.
3. A workshop was held on the 2020 Utility & Street Capital Improvement Project regarding adding valves and stops into the old water pipes and the cost impact it could have on the project.
4. Mayor Pro-Tem Bernie Gessner adjourned the meeting at 5:45 p.m.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**MINUTES
REGULAR MEETING
FEBRUARY 12, 2024**

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

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

Thus constituting a quorum.

STAFF PRESENT: Jason Weeks, City Manager; Susie M. Homeyer, City Secretary; Michael Mize, Police Chief; Jennifer Reyna, Public Works Director; Luke Cochran, Legal Counsel; Kristin Gauthier, Assistant City Manager; Jon MacKay, Graduate Engineer; Lloyd Lively, Marketing and Communications Director; Lupe Diosdado, Development Services Director; Peggy Johnson, HR Director and Ernest Menefee, Utility Technician.

VISITORS: John Sanders, Greg Backhus, Mac Vaughn, Connie Clements, Phillip Cox, Deborah Richardson, Barbara Walker, Tim Smith, John Sanders, Theresa Sanders, Jeff Backhus and Ernest McCraw.

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

1. Mayor Bert Miller called the meeting to order at 6:00 p.m.
2. Invocation was given by Pastor Mac Vaughn. The City Council, staff members and visitors then recited the Pledge of Allegiance to the American Flag and the Texas Flag.
3. Remarks of visitors: John Sanders addressed the City Council concerning the drainage ditch on Clayton Street.
4. Staff report:
 - (a) Peggy Johnson, HR Director introduced Kaitlyn Billings as the new Animal Control Officer in the Police Department.
 - (b) Peggy Johnson, HR Director recognized Ernest Menefee, Utility Technician, for his twenty years of service to the City of Navasota.
 - (c) Jon MacKay, Graduate Engineer, gave an update on the CIP projects.
 - (d) Councilmember Josh Fultz gave an update on the latest Planning and Zoning meeting.

(e) Councilmember and staff informed the audience about upcoming events.

5. A public hearing was held regarding the abandonment and closure of a thirty-three (33') foot portion of Horlock Avenue right-of-way within Block 1 of the Felder Addition located at 1210 Kettler Street, Navasota, Grimes County, Texas. Mayor Bert Miller opened the public hearing at 6:28 p.m. With no comments from the public, Mayor Bert Miller closed the public hearing at 6:31 p.m. Mayor Pro-Tem Bernie Gessner moved to approve the first reading of Ordinance No. 1039-24, closing a thirty-three (33') foot portion of Horlock Avenue right-of-way within Block 1 of the Felder Addition located at 1210 Kettler Street, Navasota, Grimes County, Texas, seconded by Councilmember Pattie Pederson and with each Councilmember voting AYE, the motion carried.

6. Councilmember Josh Fultz moved to approve Resolution No. 758-24, in support for the application of Navasota Manor APTS to the Texas Department of Housing and Community Affairs for the 2024 Competitive Nine-Percent Housing Tax Credits to rehabilitate affordable rental housing in connection with Navasota Manor, seconded by Councilmember Pattie Pederson and with each Councilmember voting AYE, the motion carried.

7. Mayor Pro-Tem Bernie Gessner moved to award the sale of city owned properties to the sealed bidders as listed below, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.

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

8. Councilmember Josh Fultz moved to approve Change Order No. 1 for the Pecan Lakes Natural Gas Line Extension project in the amount of \$38,490.00, seconded by Mayor Pro-Tem Bernie Gessner and with each Councilmember voting AYE, the motion carried.

9. Councilmember Josh Fultz moved to approve Resolution No. 759-24, approving the 2024 Joint Election Contract between the City of Navasota, Texas Grimes County, Texas and Navasota Independent School District, seconded by Councilmember James Harris and with each Councilmember voting AYE, the motion carried.

10. Councilmember Josh Fultz moved to approve the Order of Election for the May 4, 2024 general election to elect three City Councilmembers to Positions 1, 2 and 3 on the Navasota City Council, seconded by Mayor Pro-Tem Bernie Gessner and with each Councilmember voting AYE, the motion carried.

11. The City Council did not take any action on the approval of order for a special election on May 4, 2024 for propositions for the amendment of the Navasota Home Rule Charter.

12. Councilmember Josh Fultz moved to approve the first reading of Ordinance No. 1040-24, ordering a special election on proposed amendments to the Home Rule Charter of the City of Navasota to be held on May 4, 2024, seconded by Mayor Pro-Tem Bernie Gessner and with each Councilmember voting AYE, the motion carried.

13. Mayor Pro-Tem Bernie Gessner moved to accept the Navasota Police Department's 2023 Racial Profiling Data Report, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.

14. Chief Mike Mize presented an annual update of the Navasota Police Department to the City Council. The report contained information about staffing, service calls, bicycle patrol, drone unit, grants received, State seizure funds, traffic unit, special investigations unit, parking lot, website links, animal nuisance complaints and a fraud supplement packet.

15. Mayor Pro-Tem Bernie Gessner moved to approve the consent agenda items which included the minutes from the month of January 2024, the Municipal Court Report for January 2024 and the expenditures for the month of January 2024, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.

16. Mayor Bert Miller adjourned the meeting at 7:00 p.m.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**MINUTES
SPECIAL MEETING
FEBRUARY 13, 2024**

The City Council of the City of Navasota, Grimes County, Texas met at the City Council Chambers, Room No. 161, located at 200 E. McAlpine Street at 12:00 p.m., Navasota, Texas on the above date with the following being present:

**Bernie Gessner, Mayor Pro-Tem, Place # 1
Pattie Pederson, Councilmember, Place # 2
Josh M. Fultz, Councilmember, Place # 3**

**(Bert Miller, Mayor, Place # 4 and James Harris, Councilmember,
Place # 5)**

Thus constituting a quorum.

STAFF PRESENT: Jason Weeks, City Manager; Susie M. Homeyer, City Secretary; Michelle Savensky, Executive Administrative Assistant and Hung Mai, IT Specialist.

VISITORS: None.

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

1. Mayor Pro-Tem Bernie Gessner called the meeting to order at 12:00 p.m.
2. Councilmember Josh Fultz moved to approve the second reading of Ordinance No. 1040-24, ordering a special election on proposed amendments to the Home Rule Charter of the City of Navasota to be held on May 4, 2024, seconded by Councilmember Pattie Pederson and with each Councilmember present voting AYE, the motion carried.
3. Mayor Pro-Tem Bernie Gessner adjourned the meeting at 12:03 p.m.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**MINUTES
SPECIAL MEETING
FEBRUARY 26, 2024**

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

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

Thus constituting a quorum.

STAFF PRESENT: Jason Weeks, City Manager; Susie M. Homeyer, City Secretary; Lupe Diosdado, Development Services Director; Jennifer Reyna, Public Works Director; Mike Mize, Police Chief, Cary Bovey, Legal Counsel; Jon MacKay, Graduate Engineer and Jason Katkoski, Fire Chief/EMC.

VISITORS: Connie Clements, Phillip Cox, Betsy Lehnert, Dia Copeland, Chandler Ardan, Scott Bean, John Sanders, Kenneth Stevens, Jennifer Fredericks, Theresa Cervantes, Andy Cervantez, and Derek Walton.

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

1. Mayor Bert Miller called the meeting to order at 4:37 p.m.
2. A workshop was held regarding Public Improvement Districts (PIDs). Hawes Hill & Associates presented a power point presentation to the City Council explaining what PID's are. The purpose of PIDs are created by cities or counties to finance public infrastructure improvements and/or to assist private developers with new subdivision development. The cost is equally distributed among property owners within the district. PIDs are allowed as specified in Chapter 372 of the Texas Local Government Code.
3. A workshop was held on a possible Chapter 380 agreement for the Pecan Groves Estates Subdivision. The purpose of the development agreement is to incentivize a higher quality development that includes infrastructure upgrades to existing city owned sanitary sewer infrastructure.

Citizen Connie Clements addressed the City Council asking if there would be a tax increase for all citizens according to Article 7 of the proposed 380 agreement.

4. Mayor Bert Miller adjourned the meeting at 5:36 p.m.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**MINUTES
REGULAR MEETING
FEBRUARY 26, 2024**

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

**Bernie Gessner, Mayor Pro-Tem, Place # 1
Pattie Pederson, Councilmember, Place # 2
Bert Miller, Mayor, Place # 4
James Harris, Councilmember, Place # 5**

(Josh M. Fultz, Councilmember, Place # 3 was absent)

Thus constituting a quorum.

STAFF PRESENT: Jason Weeks, City Manager; Susie M. Homeyer, City Secretary; Michael Mize, Police Chief; Jennifer Reyna, Public Works Director; Cary Bovey, Legal Counsel; Jon MacKay, Graduate Engineer; Lloyd Lively, Marketing and Communications Director; Lupe Diosdado, Development Services Director; Peggy Johnson, HR Director; Jason Katkoski, Fire Chief/EMC; Maribel Frank, Chief Financial Officer; Jose Coronilla, Assistant Public Works Director; Jerry Hirsch, Police Officer/SRO; Martin Solis, Water/Wastewater Treatment Plant Operator I; and Donald Mason, Jr., Natural Gas Technician.

VISITORS: John Sanders, Connie Clements, Dia Copeland, Brenda Minor, Inez Quarles, Deborah Richardson, Kenneth Stevens, Michael Medeiros, Phillip Cox, Betty Tompkins, Amy Bar and others.

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

1. Mayor Bert Miller called the meeting to order at 6:00 p.m.
2. Invocation was given by Bettye Tompkins, Salem House of Blessings. The City Council, staff members and visitors then recited the Pledge of Allegiance to the American Flag and the Texas Flag.
3. Remarks of visitors: Brenda Minor and Inez Quarles addressed the City Council about the zoning for manufactured homes. Ms. Quarles wants to put a mobile home on Sauls Street.
4. Staff report:
 - (a) Peggy Johnson, HR Director introduced the following new employees: Jerry Hirsch (Police Officer/SRO); Martin Solis (Water/Wastewater Treatment Plant Operator I) and Donald Mason, Jr. (Natural Gas Technician).

- (b) Jon MacKay, Graduate Engineer, gave an update on the CIP projects.
- (c) Councilmember Pattie Pederson and City Manager Jason Weeks gave an update on the latest Parks and Recreation meeting.
- (d) Councilmember and staff informed the audience about upcoming events.
5. Mayor Bert Miller moved to approve Resolution No. 761-24, to become a participant of the Local Government Investment Cooperative (LOGIC) pool, seconded by Councilmember Pattie Pederson and with each Councilmember present voting AYE, the motion carried.
6. Mayor Pro-Tem Bernie Gessner moved to approve 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, seconded by Councilmember James Harris and with each Councilmember present voting AYE, the motion carried.
7. Councilmember Pattie Pederson moved to approve 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, seconded by Mayor Pro-Tem Bernie Gessner and with each Councilmember present voting AYE, the motion carried.
8. Mayor Bert Miller moved to refer the Parks and Recreation Department Facility Use Policy to the subcommittee of Councilmember Pederson and Councilmember Fultz for further review, seconded by Councilmember Pattie Pederson and with each Councilmember that was present voting AYE, the motion carried.
9. Mayor Bert Miller adjourned the meeting at 6:38 p.m.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

Official Municipal Court Monthly Report

Month February Year 2024

Municipal Court for the City of NAVASOTA

Presiding Judge PATRICIA GRUNER

If new, date assumed office _____

Court Mailing Address 200 E. MCALPINE

City NAVASOTA, TX Zip 77868

Phone Number 936-825-6268

Fax Number 936-825-7280

Court's Public Email COURT@NAVASOTATX.GOV

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

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

Prepared by _____

Date _____ Phone: (936) 825-6268

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

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

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

CRIMINAL SECTION

COURT NAVASOTA MUNICIPAL COURT			TRAFFIC			NON-TRAFFIC		
MONTH	February	YEAR 2024	NON-PARKING	PARKING	CITY ORD	PENAL CODE	STATE LAW	CITY ORD
1. Total Cases Pending First of Month:			808	1	27	348	70	78
a. Active Cases			209	1	7	23	37	33
b. Inactive Cases			599	0	20	325	33	45
2. New Cases Filed			105	0	3	23	4	5
3. Cases Reactivated			10	0	0	3	1	0
4. All Other Cases Added			0	0	0	0	0	0
5. Total Cases on Docket			324	1	10	49	42	38
6. Dispositions Prior to Court Appearance or Trial:			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
a. Uncontested Dispositions			47	0	4	1	2	5
b. Dismissed by Prosecution			1	0	0	2	0	2
7. Dispositions at Trial:			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
a. Convictions:			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
1) Guilty Plea or Nolo Contendere			25	0	0	2	5	0
2) By the Court			0	0	0	0	0	0
3) By the Jury			0	0	0	0	0	0
b. Acquittals:			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
1) By the Court			0	0	0	0	0	0
2) By the Jury			0	0	0	0	0	0
c. Dismissed by Prosecution			2	0	0	0	0	0

CRIMINAL SECTION

COURT NAVASOTA MUNICIPAL COURT			TRAFFIC			NON-TRAFFIC		
MONTH	February	YEAR 2024	NON-PARKING	PARKING	CITY ORD	PENAL CODE	STATE LAW	CITY ORD
8. Compliance Dismissals:								
a. After Driver Safety Course	10							
b. After Deferred Disposition	14		0		0	2	1	0
c. After Teen Court	0		0		0	0	0	0
d. After Tobacco Awareness Course							0	
e. After Treatment for Chemical Dependency						0	1	
f. After Proof of Financial Responsibility	0							
g. All Other Transportation Code Dismissals	0		0		0	0	0	0
9. All Other Dispositions								
	0		0		0	0	0	0
10. Total Cases Disposed								
	99		0		4	7	9	7
11. Cases Placed on Inactive Status								
	43		0		0	19	1	1
12. Total Cases Pending End of Month:								
	814		1		26	364	65	76
a. Active Cases	182		1		6	23	32	30
b. Inactive Cases	632		0		20	341	33	46
13. Show Cause Hearings Held								
	18		0		0	0	5	0
14. Cases Appealed:								
a. After Trial	0		0		0	0	0	0
b. Without Trial	0		0		0	0	0	0

CIVIL SECTION

COURT	NAVASOTA MUNICIPAL COURT				
MONTH	February	YEAR	2024	TOTAL CASES	

1.	Total Cases Pending First of Month:				0

	a. Active Cases				0

	b. Inactive Cases				0

2.	New Cases Filed				0

3.	Cases Reactivated				0

4.	All Other Cases Added				0

5.	Total Cases on Docket				0

6.	Uncontested Civil Fines or Penalties				0

7.	Default Judgments				0

8.	Agreed Judgments				0

9.	Trial/Hearing by Judge/Hearing Officer				0

10.	Trial by Jury				0

11.	Dismissed for Want of Prosecution				0

12.	All Other Dispositions				0

13.	Total Cases Disposed				0

14.	Cases Placed on Inactive Status				0

15.	Total Cases Pending End of Month:				0

	a. Active Cases				0

	b. Inactive Cases				0

16.	Cases Appealed:			XXXXXXXXXXXXXXXXXX	

	a. After Trial				0

	b. Without Trial				0

JUVENILE/MINOR ACTIVITY

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

NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
1	1
2	2
3	3
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ADDITIONAL ACTIVITY

		TOTAL
14. Cases in Which Fine and Court Costs Satisfied by Community Service:		
a. Partial Satisfaction		0
b. Full Satisfaction		1
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit		1
16. Cases in Which Fine and Court Costs Waived for Indigency		0
17. Amount of Fines and Court Costs Waived for Indigency		\$0.00
18. Fines, Court Costs and Other Amounts Collected:		
a. Kept by City		\$17,001.50
b. Remitted to State		\$8,082.90
c. Total		\$25,084.40

Run By: rjessie
Report Type: Summary
Date Range: 2/01/2024 - 2/29/2024
Finalize Report: Yes
Correction: No

*** END OF REPORT ***

CITY OF NAVASOTA
DEPARTMENT HEAD REPORT (UNAUDITED)
AS OF: FEBRUARY 29TH, 2024

100-GENERAL
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
TAXES AND OTHER GOVERNMT	0.00	0.00	0.00	10,295,872.00	1,818,024.34	3,494,082.37	0.00	6,801,789.63	33.94
COURT FINE AND FEE	0.00	0.00	0.00	179,840.00	3,042.50	58,851.80	0.00	120,988.20	32.72
DEVELOPMENT SERVICES	0.00	0.00	0.00	218,000.00	43,199.43	251,167.87	0.00	(33,167.87)	115.21
CITY UTILITIES	0.00	0.00	0.00	2,264,910.00	188,700.90	940,349.60	0.00	1,324,560.40	41.52
LIBRARY	0.00	0.00	0.00	26,350.00	673.00	5,241.25	0.00	21,108.75	19.89
PUBLIC SAFETY	0.00	0.00	0.00	364,746.00	21,402.27	211,773.84	0.00	152,972.16	58.06
TOURISM	0.00	0.00	0.00	142,775.00	11,600.00	18,700.00	0.00	124,075.00	13.10
PARKS AND REC	0.00	0.00	0.00	93,400.00	6,876.90	35,234.06	0.00	58,165.94	37.72
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>50,500.00</u>	<u>(1,420.03)</u>	<u>21,163.64</u>	<u>0.00</u>	<u>29,336.36</u>	<u>41.91</u>
TOTAL REVENUES	0.00	0.00	0.00	13,636,393.00	2,092,099.31	5,036,564.43	0.00	8,599,828.57	36.93
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	345,578.00	0.00	0.00	0.00	345,578.00	0.00
SANITATION	0.00	0.00	0.00	1,589,579.13	110,474.91	508,182.02	24.58	1,081,372.53	31.97
STREET	97,801.20	272.97	97,528.23	1,382,940.48	68,057.02	435,340.42	12,051.89	935,548.17	32.35
VEHICLE & EQUIP SERVICES	0.00	0.00	0.00	144,287.74	11,658.93	56,553.01	799.11	86,935.62	39.75
SWIMMING POOL	0.00	0.00	0.00	123,663.63	3,483.40	20,277.26	13.99	103,372.38	16.41
PARKS & RECREATION MAINT	63.24	63.24	0.00	610,626.40	18,813.35	174,198.13	1,004.66	435,423.61	28.69
PARKS & RECREATION	0.00	0.00	0.00	175,749.27	10,807.94	60,418.85	0.00	115,330.42	34.38
AIRPORT	0.00	0.00	0.00	61,200.00	245.24	6,486.01	0.00	54,713.99	10.60
POLICE	0.00	0.00	0.00	3,620,293.58	328,366.21	1,355,742.68	146.86	2,264,404.04	37.45
FIRE	67,125.63	4,050.50	63,075.13	1,535,149.47	92,266.30	620,695.17	(1,683.53)	916,137.83	40.32
ANIMAL CONTROL	0.00	0.00	0.00	126,421.99	7,572.51	44,053.30	4.62	82,364.07	34.85
MUNICIPAL COURT	0.00	0.00	0.00	105,150.99	8,711.41	44,797.99	0.00	60,353.00	42.60
EMERGENCY MANAGEMENT	0.00	0.00	0.00	3,100.00	0.00	1,737.00	0.00	1,363.00	56.03
LIBRARY	0.00	0.00	0.00	221,573.87	27,797.12	80,992.28	0.00	140,581.59	36.55
CITY COUNCIL	0.00	0.00	0.00	397,413.00	17,856.66	89,146.22	0.00	308,266.78	22.43
GENERAL ADMINISTRATION	0.00	0.00	0.00	841,383.62	41,801.80	230,453.90	0.00	610,929.72	27.39
KEEP NAVASOTA BEAUTIFUL	0.00	0.00	0.00	4,200.00	200.00	200.00	0.00	4,000.00	4.76
CITY HALL	0.00	0.00	0.00	447,691.49	17,217.41	262,605.81	2,800.70	182,284.98	59.28
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	117,315.16	7,858.28	47,779.67	0.00	69,535.49	40.73
DEVELOPMENT SERVICES	0.00	0.00	0.00	566,096.82	40,023.32	263,937.77	0.00	302,159.05	46.62
TOURISM	0.00	0.00	0.00	602,205.00	153,308.20	305,543.70	82.96	296,578.34	50.75
MARKETING&COMMUNICATIONS	0.00	0.00	0.00	265,894.10	11,619.99	41,723.72	0.00	224,170.38	15.69
FINANCIAL SERVICES	0.00	0.00	0.00	881,589.88	61,077.53	346,862.10	0.00	534,727.78	39.35
HUMAN RESOURCES	0.00	0.00	0.00	168,195.92	14,516.77	84,665.11	0.00	83,530.81	50.34
TECHNOLOGY	4,240.55	4,240.55	0.00	667,820.77	141,045.70	310,153.47	(2,704.73)	360,372.03	46.04
WATER PRODUCTION	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	169,230.62	8,627.26	160,603.36	15,005,120.31	1,194,780.00	5,392,545.59	12,541.11	9,600,033.61	36.02
REVENUES OVER/(UNDER) EXPENDITURES	(169,230.62)	8,627.26	(160,603.36)	(1,368,727.31)	897,319.31	(355,981.16)	(12,541.11)	(1,000,205.04)	26.92

CITY OF NAVASOTA
DEPARTMENT HEAD REPORT (UNAUDITED)
AS OF: FEBRUARY 29TH, 2024

200-WATER FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
TAXES AND OTHER GOVERNMT	0.00	0.00	0.00	1,993,250.00	239.90	3,463.04	0.00	1,989,786.96	0.17
CITY UTILITIES	0.00	0.00	0.00	3,212,830.00	323,758.92	1,374,472.10	0.00	1,838,357.90	42.78
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,000.00</u>	<u>61.70</u>	<u>1,623.50</u>	<u>0.00</u>	<u>4,376.50</u>	<u>27.06</u>
TOTAL REVENUES	0.00	0.00	0.00	5,212,080.00	324,060.52	1,379,558.64	0.00	3,832,521.36	26.47
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	828,722.00	0.00	0.00	0.00	828,722.00	0.00
WATER PRODUCTION	2,709.07	2,666.25	42.82	2,620,561.23	41,750.80	261,638.46	(2,511.11)	2,361,433.88	9.89
WATER DISTRIBUTION	<u>24,904.67</u>	<u>20,360.34</u>	<u>4,544.33</u>	<u>6,542,807.45</u>	<u>37,261.06</u>	<u>427,952.73</u>	<u>(15,215.41)</u>	<u>6,130,070.13</u>	<u>6.31</u>
TOTAL EXPENDITURES	27,613.74	23,026.59	4,587.15	9,992,090.68	79,011.86	689,591.19	(17,726.52)	9,320,226.01	6.72
REVENUES OVER/ (UNDER) EXPENDITURES	(27,613.74)	23,026.59	(4,587.15)	(4,780,010.68)	245,048.66	689,967.45	17,726.52	(5,487,704.65)	14.81-

210-UTILITY CAPITAL IMP
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
TAXES AND OTHER GOVERNMT	0.00	0.00	0.00	2,000.00	0.00	735.11	0.00	1,264.89	36.76
DEVELOPMENT SERVICES	0.00	0.00	0.00	546,402.00	42,183.10	209,550.04	0.00	336,851.96	38.35
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	0.00	0.00	0.00	548,402.00	42,183.10	210,285.15	0.00	338,116.85	38.35
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>400,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>400,000.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	0.00	0.00	0.00	400,000.00	0.00	0.00	0.00	400,000.00	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00	148,402.00	42,183.10	210,285.15	0.00	(61,883.15)	141.70

CITY OF NAVASOTA
DEPARTMENT HEAD REPORT (UNAUDITED)
AS OF: FEBRUARY 29TH, 2024

300-NATURAL GAS FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
TAXES AND OTHER GOVERNMT	0.00	0.00	0.00	13,000.00	239.90	2,727.98	0.00	10,272.02	20.98
CITY UTILITIES	0.00	0.00	0.00	6,405,075.00	541,212.21	2,398,809.97	0.00	4,006,265.03	37.45
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	0.00	0.00	0.00	6,418,075.00	541,452.11	2,401,537.95	0.00	4,016,537.05	37.42
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	25,221.00	0.00	0.00	0.00	25,221.00	0.00
GAS DISTRIBUTION	728.43	178.43	550.00	7,608,261.21	685,912.89	1,884,214.65	3,634.54	5,720,412.02	24.81
DEBT SERVICES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	728.43	178.43	550.00	7,633,482.21	685,912.89	1,884,214.65	3,634.54	5,745,633.02	24.73
REVENUES OVER/ (UNDER) EXPENDITURES	(728.43)	178.43	(550.00)	(1,215,407.21)	(144,460.78)	517,323.30	(3,634.54)	(1,729,095.97)	42.26-

CITY OF NAVASOTA
DEPARTMENT HEAD REPORT (UNAUDITED)
AS OF: FEBRUARY 29TH, 2024

400-WASTE WATER FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
TAXES AND OTHER GOVERNMT	0.00	0.00	0.00	9,000.00	239.90	2,727.98	0.00	6,272.02	30.31
CITY UTILITIES	0.00	0.00	0.00	2,507,986.00	191,736.42	802,701.07	0.00	1,705,284.93	32.01
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	0.00	0.00	0.00	2,516,986.00	191,976.32	805,429.05	0.00	1,711,556.95	32.00
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	444,843.00	0.00	0.00	0.00	444,843.00	0.00
WASTE WTR TRMT PLANT	401.85	0.00	401.85	813,652.97	49,290.47	180,948.58	554.33	632,150.06	22.31
SEWER COLLECTION	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,454,298.80</u>	<u>28,594.93</u>	<u>176,589.09</u>	<u>754.24</u>	<u>1,276,955.47</u>	<u>12.19</u>
TOTAL EXPENDITURES	401.85	0.00	401.85	2,712,794.77	77,885.40	357,537.67	1,308.57	2,353,948.53	13.23
REVENUES OVER/ (UNDER) EXPENDITURES	(401.85)	0.00	(401.85)	(195,808.77)	114,090.92	447,891.38	(1,308.57)	(642,391.58)	228.07-

520-CEMETERY PERMANENT FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
TAXES AND OTHER GOVERNMT	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00

525-CEMETERY OPERATING FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
TAXES AND OTHER GOVERNMT	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
CITY UTILITIES	0.00	0.00	0.00	81,625.00	1,850.00	20,350.00	0.00	61,275.00	24.93
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>225.00</u>	<u>0.00</u>	<u>1,350.00</u>	<u>0.00</u>	<u>(1,125.00)</u>	<u>600.00</u>
TOTAL REVENUES	0.00	0.00	0.00	82,850.00	1,850.00	21,700.00	0.00	61,150.00	26.19
<u>EXPENDITURE SUMMARY</u>									
CEMETERY OPERATING	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>78,050.00</u>	<u>50.94</u>	<u>1,638.73</u>	<u>0.00</u>	<u>76,411.27</u>	<u>2.10</u>
TOTAL EXPENDITURES	0.00	0.00	0.00	78,050.00	50.94	1,638.73	0.00	76,411.27	2.10
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00	4,800.00	1,799.06	20,061.27	0.00	(15,261.27)	417.94

530-BOARD OF FIREMAN SERVICE
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
TAXES AND OTHER GOVERNMT	0.00	0.00	0.00	50.00	0.00	18.14	0.00	31.86	36.28
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	0.00	0.00	0.00	50.00	0.00	18.14	0.00	31.86	36.28
<u>EXPENDITURE SUMMARY</u>									
FIRE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00	50.00	0.00	18.14	0.00	31.86	36.28

540-GRANT FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
TAXES AND OTHER GOVERNMT	0.00	0.00	0.00	0.00	0.00	14,828.30	0.00	(14,828.30)	0.00
LIBRARY	0.00	0.00	0.00	0.00	538.00	12,526.48	0.00	(12,526.48)	0.00
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>300,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>300,000.00</u>	<u>0.00</u>
TOTAL REVENUES	0.00	0.00	0.00	300,000.00	538.00	27,354.78	0.00	272,645.22	9.12
<u>EXPENDITURE SUMMARY</u>									
STREET	0.00	0.00	0.00	0.00	0.00	15,613.91	0.00	(15,613.91)	0.00
PARKS & RECREATION MAINT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AIRPORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
POLICE	0.00	0.00	0.00	0.00	538.00	1,026.48	0.00	(1,026.48)	0.00
FIRE	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	(5,000.00)	0.00
LIBRARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
KEEP NAVASOTA BEAUTIFUL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CITY HALL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEVELOPMENT SERVICES	0.00	0.00	0.00	300,000.00	0.00	0.00	0.00	300,000.00	0.00
TOURISM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WATER PRODUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WATER DISTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GAS DISTRIBUTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WASTE WTR TRMT PLANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SEWER COLLECTION	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	0.00	0.00	0.00	300,000.00	5,538.00	21,640.39	0.00	278,359.61	7.21
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	(5,000.00)	5,714.39	0.00	(5,714.39)	0.00

550-ECONOMIC DEVELOPMENT
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
TAXES AND OTHER GOVERNMT	0.00	0.00	0.00	236,695.00	22,153.12	55,719.88	0.00	180,975.12	23.54
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,575.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,575.00</u>	<u>0.00</u>
TOTAL REVENUES	0.00	0.00	0.00	239,270.00	22,153.12	55,719.88	0.00	183,550.12	23.29
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	146,210.00	0.00	141,678.00	0.00	4,532.00	96.90
DEVELOPMENT SERVICES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>169,720.00</u>	<u>485.04</u>	<u>34,093.98</u>	<u>0.00</u>	<u>135,626.02</u>	<u>20.09</u>
TOTAL EXPENDITURES	0.00	0.00	0.00	315,930.00	485.04	175,771.98	0.00	140,158.02	55.64
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00	(76,660.00)	21,668.08	(120,052.10)	0.00	43,392.10	156.60

REVENUE SUMMARY

[illegible]

CITY OF NAVASOTA
DEPARTMENT HEAD REPORT (UNAUDITED)
AS OF: FEBRUARY 29TH, 2024

905-CAPITAL PROJECTS
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
TAXES AND OTHER GOVERNMT	0.00	0.00	0.00	15,000.00	239.90	100,787.45	0.00	(85,787.45)	671.92
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000,000.00</u>	<u>0.00</u>
TOTAL REVENUES	0.00	0.00	0.00	5,015,000.00	239.90	100,787.45	0.00	4,914,212.55	2.01
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,872,710.00</u>	<u>251,921.37</u>	<u>954,195.57</u>	<u>0.00</u>	<u>3,918,514.43</u>	<u>19.58</u>
TOTAL EXPENDITURES	0.00	0.00	0.00	4,872,710.00	251,921.37	954,195.57	0.00	3,918,514.43	19.58
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	142,290.00	(251,681.47)	(853,408.12)	0.00	995,698.12	599.77-

CITY OF NAVASOTA
DEPARTMENT HEAD REPORT (UNAUDITED)
AS OF: FEBRUARY 29TH, 2024

930-HOTEL
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
TAXES AND OTHER GOVERNMT	0.00	0.00	0.00	161,200.00	11,657.08	62,298.83	0.00	98,901.17	38.65
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,258.27</u>	<u>0.00</u>	<u>(3,258.27)</u>	<u>0.00</u>
TOTAL REVENUES	0.00	0.00	0.00	161,200.00	11,657.08	65,557.10	0.00	95,642.90	40.67
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>322,075.00</u>	<u>0.00</u>	<u>60,660.00</u>	<u>0.00</u>	<u>261,415.00</u>	<u>18.83</u>
TOTAL EXPENDITURES	0.00	0.00	0.00	322,075.00	0.00	60,660.00	0.00	261,415.00	18.83
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00	(160,875.00)	11,657.08	4,897.10	0.00	(165,772.10)	3.04-

940-TIRZ
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
CITY UTILITIES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>14,036.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>14,036.00</u>	<u>0.00</u>
TOTAL REVENUES	0.00	0.00	0.00	14,036.00	0.00	0.00	0.00	14,036.00	0.00

945-BOND FUND GEN OBLIGATION
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
TAXES AND OTHER GOVERNMT	0.00	0.00	0.00	500.00	239.90	1,257.77	0.00	(757.77)	251.55
CITY UTILITIES	0.00	0.00	0.00	365,780.00	166,583.12	308,638.67	0.00	57,141.33	84.38
LIBRARY	0.00	0.00	0.00	124,417.00	0.00	0.00	0.00	124,417.00	0.00
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,627,453.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,627,453.00</u>	<u>0.00</u>
TOTAL REVENUES	0.00	0.00	0.00	2,118,150.00	166,823.02	309,896.44	0.00	1,808,253.56	14.63
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,254,022.00</u>	<u>0.00</u>	<u>1,891,743.77</u>	<u>0.00</u>	<u>362,278.23</u>	<u>83.93</u>
TOTAL EXPENDITURES	0.00	0.00	0.00	2,254,022.00	0.00	1,891,743.77	0.00	362,278.23	83.93
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00	(135,872.00)	166,823.02	(1,581,847.33)	0.00	1,445,975.33	1,164.22

970-FOUNDATION FOR COMM PROJ
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
TAXES AND OTHER GOVERNMT	0.00	0.00	0.00	2,100.00	0.00	128.43	0.00	1,971.57	6.12
LIBRARY	0.00	0.00	0.00	15,000.00	0.00	19,800.00	0.00	(4,800.00)	132.00
MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	0.00	0.00	0.00	17,100.00	0.00	19,928.43	0.00	(2,828.43)	116.54
<u>EXPENDITURE SUMMARY</u>									
POLICE	0.00	0.00	0.00	15,000.00	0.00	19,800.00	0.00	(4,800.00)	132.00
LIBRARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CITY COUNCIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FINANCIAL SERVICES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	0.00	0.00	0.00	15,000.00	0.00	19,800.00	0.00	(4,800.00)	132.00
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00	2,100.00	0.00	128.43	0.00	1,971.57	6.12



REQUEST FOR CITY COUNCIL AGENDA ITEM #12

<p>Agenda Date Requested: <u>March 25, 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; padding: 5px;">Appropriation</th></tr></thead><tbody><tr><td style="padding: 5px;">Source of Funds:</td><td style="padding: 5px;"><u>N/A</u></td></tr><tr><td style="padding: 5px;">Account Number:</td><td style="padding: 5px;"><u>N/A</u></td></tr><tr><td style="padding: 5px;">Amount Budgeted:</td><td style="padding: 5px;"><u>N/A</u></td></tr><tr><td style="padding: 5px;">Amount Requested:</td><td style="padding: 5px;"><u>N/A</u></td></tr><tr><td style="padding: 5px;">Budgeted Item:</td><td style="padding: 5px;"><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 #12

The City Council shall meet in Executive Session in accordance with Section 551.071, Texas Government Code and Section 551.087, Texas Government Code, for the purpose of: 1) consultation with legal counsel concerning legal matters related to certain Industrial District Agreements; and 2) discussion and deliberation regarding certain Industrial District Agreements providing for the possible offer of a financial or other incentive(s) to business prospects that the City seeks to have locate, stay, or expand in the City's designated Industrial District, and with which the City is conducting economic development negotiations, and associated matters.

SUMMARY & RECOMMENDATION

City staff has determined there is a need for City Council to meet in Executive Session in accordance with Section 551.071, Texas Government Code and Section 551.087, Texas Government Code, for the purpose of: 1) consultation with legal counsel concerning legal matters related to certain Industrial District Agreements; and 2) discussion and deliberation regarding certain Industrial District Agreements providing for the possible offer of a financial or other incentive(s) to business prospects that the City seeks to have locate, stay, or expand in the City's designated Industrial District, and with which the City is conducting economic development negotiations, and associated matters.

The time is _____p.m.

ACTION REQUIRED BY CITY COUNCIL

Conduct an Executive Session, as authorized by Section 551.071, Texas Government Code and Section 551.087, Texas Government Code, for the purpose of: 1) consultation with legal counsel concerning legal matters related to certain Industrial District Agreements; and 2) discussion and deliberation regarding certain Industrial District Agreements providing for the possible offer of a financial or other incentive(s) to business prospects that the City seeks to have locate, stay, or expand in the City's designated Industrial District, and with which the City is conducting economic development negotiations, and associated matters.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

3/21/24

Date



REQUEST FOR CITY COUNCIL AGENDA ITEM #13

Agenda Date Requested: March 25, 2024
Requested By: Jason Weeks, City Manager
Department: Administration
☒ Report ☐ Resolution ☐ Ordinance

Exhibits: None

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 #13

Reconvene into open session.

SUMMARY & RECOMMENDATION

The time is _____ p.m.

ACTION REQUIRED BY CITY COUNCIL

Reconvene in open session.

Approved for the City Council meeting agenda.

Jason Weeks
Jason B. Weeks, City Manager

3/21/24
Date