

**NOTICE OF MEETING OF THE GOVERNING BODY OF THE  
CITY OF NAVASOTA, TEXAS  
APRIL 26, 2021**

Notice is hereby given that a Regular Meeting of the governing body of the City of Navasota will be held on the 26th of April, 2021 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/UCltlx7BQt0TCIYJRiZ14g5w> If you have any questions during the meeting please email them to [council@navasotatx.gov](mailto:council@navasotatx.gov) or text 936-825-5557. Please ensure to provide your full name and home address. If you prefer to call-in please dial +13462487799 and enter Meeting ID: 709 770 2250 # To Join Meeting virtually please click link below:<https://zoom.us/j/7097702250>

1. Call to Order.
2. Invocation  
Pledge of Allegiance
3. Remarks of visitors: Any citizen may address the City Council on any matter. Registration forms are available on the podium and/or table in the back of the city council chambers. This form should be completed and delivered to the City Secretary by 5:45 p.m. Please limit remarks to three minutes. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.
4. Staff Report:
  - (a) Report on Sounds of Summer and Freedom Festival;
  - (b) Trash Off results;
  - (C) Economic Development Corporation update;
  - (d) Board and Commission update; and
  - (e) Reports from City Staff or City Officials regarding items of community interests, including expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognition of public officials, public employees, or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that has arisen after the posting of the agenda.
5. Presentation and possible action on Strategic Plan for FY 2021-2022.
6. Consideration and possible action on service agreement with SafeBuilt for backup building inspection and plan review services.

7. Consideration and possible action on Crime Stoppers signage request.
8. Consideration and possible action authorizing submittal of an application for the 2021 Crosswalk Grant - Rectangular Rapid Flashing Beacons for America Walks.
9. Consideration and possible action authorizing submittal of an application for the 2021 Kubota's Hometown Proud Grant Program.
10. Consideration and possible action authorizing submittal of an application for the 2021 T-Mobile Hometown Techover Grant Program.
11. Consideration and possible action on contract for Depository Services for the term August 1, 2021 - July 31, 2025.
12. Review the City of Navasota Quarterly Investment Report for quarter ending 03-31-2021.
13. Consent Agenda: The following items may be acted upon with one motion and vote. No separate discussion or action is necessary unless requested by the Mayor or City Councilmember, in which event the item will be removed from the Consent Agenda for separate discussion and/or action by the City Council as part of the regular agenda.

Consent Items are:

A. Consideration and possible action on the second reading of Ordinance No. 960-21, regarding placement of stop signs at the intersection of Carriage Lane and Mockingbird Street, regulating traffic traveling south on Carriage Lane. The intersection of Heritage Drive and Meadow Lake Drive, regulating traffic traveling west on Heritage Drive. The intersection of Meadow Lake Drive and Heritage Drive, regulating traffic traveling south on Meadow Lake Drive; and

B. Consideration and possible action on the second reading of Ordinance No. 961-21, budget amendment for airport Improvements.

14. Executive Session: The City Council shall meet in Executive Session as permitted by Section 551.087, Texas Government Code, for the purpose of deliberation regarding economic development negotiations with J & H Navasota Development, LLC regarding a potential Development Agreement.
15. Reconvene in open session.
16. Consideration and possible action on Executive Session Item, Section 551.087, Texas Government Code, regarding a potential Development Agreement with J & H Navasota Development LLC.
17. Adjourn.

**DATED THIS THE 21ST OF APRIL, 2021**

**/BS/**

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**BY: BRAD STAFFORD, CITY MANAGER**

**I, the undersigned authority, do hereby certify that the above notice of meeting of the governing body of the CITY OF NAVASOTA, is a true and correct copy of said notice and that I posted a true and correct copy of said notice in the glass bulletin board, in the foyer, on the south side of the Municipal Building as well as in the bulletin board on the north side of the Municipal Building of the City of Navasota, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted on the 21st of April, 2021 at 11:59 AM and will remain posted continuously for at least 72 hours preceding the scheduled time of said meeting. Agendas may be viewed at [www.navasotatx.gov](http://www.navasotatx.gov).**

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

**DATED THIS THE 21ST OF APRIL, 2021**

**/SMH/**

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**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.**

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

City of Navasota  
City Council Meeting  
4-26-21

**1. Call to order**

**2. Invocation and Pledges of Allegiance**

**3. Remarks of Visitors**

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

**4. Staff Report:**

*Report on Sounds of Summer and Freedom Festival – Madison Brooks is working on the Sounds of Summer and Freedom Festival and will give a report on the events. Due to scheduling with bands and fireworks, the Freedom Festival will be held on Friday July 2<sup>nd</sup>.*

*Trash Off results – The trash-off was a great success after a 1-year hiatus, and Erik Covarrubias will present the results of the event.*

*Economic Development Corporation update – Rayna Willenbrink will provide a report on the activities of the NEDC.*

**5. Presentation and possible action on Strategic Plan for FY 2021-2022.**

Council and staff met with Ron Cox on February 12th for the annual planning retreat/Strategic Plan. Staff and Mr. Cox have worked through the goals that were set that day and have the plan plus the implementation plan ready for your review and approval. Mr. Cox will present the plan and answer questions.

**6. Consideration and possible action on service agreement with SafeBuilt for backup building inspection and plan review services.**

Staff continues to work on improving services to the customers. The Development Services Department met with SafeBuilt to explore the opportunity to contract with them for back-up inspection and plan review services. The city will only incur costs when SafeBuilt services are utilized.

- 7. Consideration and possible action on Crime Stoppers signage request.**  
Grimes County Crime Stoppers representative Connie Clements requested that they be allowed to post public awareness signs in locations around the City. She originally asked that they be attached to the City limit signs, however, that request is not allowed by TXDOT, the sign would have to be stand alone, and approved by TXDOT. The list of requested locations is attached to the coversheet. Signage is a touchy subject for many residents, so it may not be appropriate at all requested locations.
- 8. Consideration and possible action authorizing submittal of an application for the 2021 Crosswalk Grant - Rectangular Rapid Flashing Beacons for America Walks.**  
Staff continues to search for grant opportunities. The America Walks program is a grant for Rectangular Rapid Flashing Beacons at a crosswalk. Staff would like to apply for the grant and if awarded place the beacon at the new crosswalk to be constructed at Washington and Farquhar.
- 9. Consideration and possible action authorizing submittal of an application for the 2021 Kubota's Hometown Proud Grant Program.**  
The City was notified of a grant opportunity to revitalize a city facility. Staff would like to submit application for the grant to revitalize the Little League facilities on Manley Street.
- 10. Consideration and possible action authorizing submittal of an application for the 2021 T-Mobile Hometown Techover Grant Program.**  
Staff requests authorization to apply for the Hometown Techover Grant from T-Mobile. The program provides a tech upgrade valued at \$3-million dollars.
- 11. Consideration and possible action on contract for Depository Services for the term August 1, 2021 - July 31, 2025.**  
The current depository services agreement expires on July 31<sup>st</sup>, so staff requested proposals and received on proposal from Citizens State Bank. The current agreement is with Citizens as well. The proposal offers the same terms as the current contract.
- 12. Review the City of Navasota Quarterly Investment Report for quarter ending 03-31-2021.**  
Staff strives to invest reserves in funds that are safe with the best interest rates. Rates are still very low; however, we continue to see slight growth in the funds.

13. **Consent Agenda: The following items may be acted upon with one motion and vote. No separate discussion or action is necessary unless requested by the Mayor or City Councilmember, in which event the item will be removed from the Consent Agenda for separate discussion and/or action by the City Council as part of the regular agenda.**  
**Consent Items are:**
- A. Consideration and possible action on the second reading of Ordinance No. 960-21, regarding placement of stop signs at the intersection of Carriage Lane and Mockingbird Street, regulating traffic traveling south on Carriage Lane. The intersection of Heritage Drive and Meadow Lake Drive, regulating traffic traveling west on Heritage Drive. The intersection of Meadow Lake Drive and Heritage Drive, regulating traffic traveling south on Meadow Lake Drive; and
  - B. Consideration and possible action on the second reading of Ordinance No. 961-21, budget amendment for airport Improvements.
14. **Executive Session: The City Council shall meet in Executive Session as permitted by Section 551.087, Texas Government Code, for the purpose of deliberation regarding economic development negotiations with J & H Navasota Development, LLC regarding a potential Development Agreement.** Jim Hassell with J&H Navasota Development, LLC and staff have worked together on the development of a second entrance/exit to the subdivision and the city asked that when he builds the roadway that he also install water and gas lines to loop the system in the neighborhood. This road and utility extension will enhance the commercially zoned properties in the area. The developer requested an economic development incentive for the subdivision tied to requests for gas service. The proposal includes the City paying for the utility improvements while the incentive is connected to gas service.
15. **Reconvene in open session.**
16. **Consideration and possible action on Executive Session Item, Section 551.087, Texas Government Code, regarding a potential Development Agreement with J&H Navasota Development, LLC.**

### **Calendar of Events**

April 29<sup>th</sup>  
6:00 p.m.

Chamber of Commerce Banquet  
Grimes County Expo Center

April 30<sup>th</sup>  
3:00 p.m.

TCMA Region 7 meeting  
Round Rock, Texas

May 5<sup>th</sup> – 6<sup>th</sup>

Brad Vacation  
Whitharral

May 7<sup>th</sup>

TCMA Region 1 meeting  
Amarillo, Texas

May 10<sup>th</sup>  
6:00 p.m.

City Council Meeting  
Municipal Building

May 24<sup>th</sup>  
6:00 p.m.

City Council Meeting  
Municipal Building

June 4<sup>th</sup>

TCMA Region 6 Meeting  
Graham, Texas

June 9<sup>th</sup>-13<sup>th</sup>

TCMA Annual Conference  
Round Rock, Texas

June 14<sup>th</sup>  
6:00 p.m.

City Council Meeting  
Municipal Building

June 28<sup>th</sup>  
6:00 p.m.

City Council Meeting  
Municipal Building

Respectfully submitted,

Brad Stafford  
City Manager



*Vision Statement:*

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

*Mission Statement:*

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





## **THE CITY OF NAVASOTA COUNCIL LEADERSHIP POLICY**

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

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



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

Area	Today's Date	Target Date	Date Achieved
City Council Retreat	May 19, 2020	2020 – 2021	

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

The Management Connection, Inc. provided Professional Facilitation to the City of Navasota City Council on May 19<sup>th</sup>, 2020. This document captures the discussion outcomes and Council's direction to the staff for FY 2020 – 2021.

### Retreat Summary

Mayor Bert Miller called the meeting to order at 9:20am. The City Manager reviewed the accomplishments made based on Council's direction at the last Retreat in September 2019. A staff member from each department shared a SWOT Analysis of the department based on current circumstances and highlighted a few key areas they wanted Council think about as they move forward. The Council provided direction on multiple items from the agenda. The direction from the Council is provided below.

### City Council Direction for 2020 - 2021

Action Steps (List the specific actions you will take to achieve this goal)	Target Date	Who	Percentage Completion
1. The Council directed the City Manager not to lay off anyone from the workforce due to the current environment. The Council expressed concern that the staff was already shorthanded and operating with a heavy workload. a. The City Manager was asked to explore options on how to strengthen the workforce by adding positions. The City Manager is to conduct a Cost/Benefit Analysis for positions needed.	2020 – 2021	City Staff	
2. The Fire Chief will provide the Council with a monetary amount of what it will take to move part-time staff to full-time staff.	6/19/20	Fire Chief	
3. The City Manager and Fire Chief will consider	2020 –	City Manager,	



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options for the new Fire Station. a. Look into possible options to finance the new station with low interest rates. b. Look into building a new station with partnerships, i.e. the animal shelter. c. Staffing is the priority for the Fire Department.	2021	Fire Chief	
4. The City Staff gave a comprehensive explanation of the City's Financial Picture. The Council complimented the Staff's ability to manage the City's finances in an efficient and effective manner. The Council also acknowledged that their perspective of the finances had changed from possibly being in trouble to having a good handle on them.	2020 – 2021	City Staff	
5. The Council agreed on the criteria in which the City's Reserve funds may be used: a. The funds should be left untouched unless they are absolutely needed. b. The funds should be used as leverage for other things during this time. c. Per the Financial Policy, the Reserve funds may be used in one or a combination of the following ways: i. Emergencies; ii. One-time expenditures that do not increase reoccurring operating costs iii. Major capital purchases iv. Start-up expenditures for new programs undertaken at mid-year, provided such action is considered in the context of multiyear projections or program revenues and expenditures	2020 – 2021	City Staff	
6. The City Staff will consider opportunities to capitalize on the low interest rates and use them to the City's advantage. The Staff will present these opportunities to Council.	2020 – 2021	City Staff	
7. The City Staff gave a detailed update on the	2020 –	City Staff	



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Appraisal District. This gave the Council a clear picture of what to expect.	2021		
8. The Mayor and City Manager will create a Legislative Agenda and present it to the Council.	2020 – 2021	Mayor, City Manager	
9. The Council directed the City Manager to continue the Downtown Plan as he explained it. The City Manager is to leverage private/public partnerships in completing the project. a. The Downtown Plan addressed the streetscapes, traffic patterns, quiet zone, cross walk, building construction and financial resources.	2020 – 2021	City Staff	
10. The Council discussed the pros and cons of being part of the BCS MSA. The Council and Staff did not identify any real benefit of being part of the MSA. In fact, there was more agreement as to why the City should not be part of the MSA. The Council decided to continue to monitor the MSA.	2020 – 2021	City Staff	
11. The City Staff will continue to strengthen partnerships with other entities.	2020 – 2021	City Staff	
12. The City Manager will lead the staff in incorporating their Department SWOT Analysis into an Action Plan for 2020 – 2021.	2020 – 2021	City Staff	

**CITY OF NAVASOTA  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 4.      **AGENDA DATE:** April 26, 2021

**PREPARED BY:** Brad Stafford, City Manager

**APPROVED BY: BS**

**ITEM:** Staff Report:

- (a) Report on Sounds of Summer and Freedom Festival;
- (b) Trash Off results;
- (C) Economic Development Corporation update;
- (d) Board and Commission update; and
- (e) Reports from City Staff or City Officials regarding items of community interests, including expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognition of public officials, public employees, or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that has arisen after the posting of the agenda.

**ITEM BACKGROUND:**

**BUDGETARY AND FINANCIAL SUMMARY:**

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**

**CITY OF NAVASOTA  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 5.      **AGENDA DATE:** April 26, 2021

**PREPARED BY:** Brad Stafford, City Manager

**APPROVED BY:** BS

**ITEM:** Presentation and possible action on Strategic Plan for FY 2021-2022.

**ITEM BACKGROUND:**

City Council held a planning retreat with Ron Cox from Ron Cox Consulting in February. Staff and Mr. Cox met recently and reviewed inserted the implementation plan. Mr. Cox and staff will be present to introduce the Strategic Plan and Implementation Plan

**BUDGETARY AND FINANCIAL SUMMARY:**

**STAFF RECOMMENDATION:**

Staff recommends approval of Strategic Plan and Implementation Plan for FY 2021-2022.

**ATTACHMENTS:**

1. Report & Strategic Plan
2. Implementation Plan



**So much, so close.**

**Report  
and  
Strategic Plan**

**Adopted  
April 26, 2021**

**Prepared and Facilitated  
By  
Ron Cox Consulting**





## **REPORT AND STRATEGIC PLAN COUNCIL/STAFF RETREAT**

### **CITY OF NAVASOTA**

**February 12, 2021**

#### **Introduction**

On February 12, 2021, the Mayor, City Council and staff of the City of Navasota met for a retreat planning session. The purpose of this meeting was twofold.

- Confirm and expand the governance philosophy for the City Council. Included in that is identifying key elements of the Council's vision for Navasota.
- Prepare a strategic plan for the city.

The Mayor, Council and staff freely worked together, and their work was exemplary in all respects. Ron Cox facilitated the process.

#### **Governance**

In their February 12, 2021 session the Council confirmed the governance policy they established in 2017 and expanded on it by further defining their governance philosophy. The Council participated in discussions about their role, together and their leadership responsibilities. The elements of a strong governance model are having and following clear vision and mission, establishing leadership and communications philosophies, and identifying the expectations of each other as City Council members, and the City staff, and of identifying and recognizing the expectations staff has of the City Council.

The key elements of the Governance Philosophy are leadership, communication and understanding and defining expectations. These define how the team will function together. Visioning and planning are the key elements that define what the strategies and goals are for the City of Navasota and what they will be to ensure the vision is ultimately attained.

## **Governance Model**

The governance model first begins with leadership. Each member of the Council asked to provide input into how they will lead, communicate and a defining of expectations for themselves and staff.

The facilitator began the process by asking each of the members why they ran and serve on the City Council. They responded as follows:

The Mayor and Council reviewed and confirmed their Governance Policy and Rules of Engagement established in 2017. These are as follows.

### **Mayor and Council members ran for the office and serve ...**

- Had already serviced on other boards and wanted to be active in the growth to come.
- To lead city in the right direction.
- Saw growth coming and saw weaknesses in various ordinances that needed strengthening – now growth is really here.
- To bring a different insight as a native of Navasota.
- To encourage business growth and economic development.
- Am able to serve.
- Originally to change the direction of the city (and have done that).
- Exciting to be a part of big decisions for the community.

The facilitator then asked the members to describe the attributes they have that will contribute to the work of the Council.

### **Mayor and Council have the following attributes ...**

- Able to think outside the box on issues.
- Business experience in the private sector.
- Provides a technical background.
- Brings a different point of view, being from a different generation than others on the Council.
- Historical memory as a native of Navasota.
- Love the community.
- Committed to the community.
- Service to the community.
- Have the time to serve.

- Have a special needs child bringing different perspective to decision making.
- Raised seven children and now grandchildren all in Navasota community and schools.
- Different stages of our lives, bring different viewpoints.

**The Mayor and Council of the City of Navasota will lead by ...**

- Providing the facts.
- Seeking and gaining understanding of the problems.
- Listening, asking, seeking information and deciding.
- Coming together for the greater good – compromising and building consensus.
  - Toward a common goal – betterment of Navasota.
  - Finding a win/win for all.
  - Building consensus.
- Picking your wins carefully.
- Not being afraid to admit you are wrong and changing your mind.
- Being patient.
- Being humble – not prideful or egotistical.
- Being passionate about our city, but not dictatorial.
- Being brave for our city.
- Showing respect and being respectful of others.

**The Mayor and Council of the City of Navasota will communicate ...**

- Effectively with citizens, each other and staff...
  - Concisely.
  - Clearly.
  - Completely.
- Seek and allow responses.
- Seek to understand.
- Take the time to explain the issue and resolution to each other and to citizens.

**The Mayor and Council of the City of Navasota expect the following of each other...**

- Remember we all work for the citizens – Council and staff alike.
- Set the table for the citizens on agenda items – fill in the gaps of knowledge for them.
- Follow the process.
- Be willing to slow the process down.
- Respect each other and their opinions.
- Be honest.
- Be consistent.
- Do your homework.
- Be vulnerable – admit you do not know everything.
- Be willing to learn.
- Don't take the issue personally

**The Mayor and Council of the City of Navasota expect the following of the staff ...**

- Set the table to explain agenda items for Council and citizens.
- Be clear and timely in the information flow to Council – understanding and responding to individual council members in the way that communicates best to them.
- Don't take it personally.
- Provide the full picture – the good, the bad, and the ugly.
- Have patience.
- Know your lane and stay in it.
- Understand the chain-of-command.

(It was noted that the City Council and staff should all have and respond to the same expectations.)

**The staff expects the following of the Mayor and Council of the City of Navasota (as defined by the City Council) ...**

- Don't play the "gotcha" game with staff.
- Have an understanding of staff, their role.
- Ask questions and don't assume.
- Have patience.
- Be fair.
- Listen to staff.
- Be respectful to staff.
- Seek information on what council can do to help the staff succeed.
- Seriously consider their recommendations.
- Attempt to solve the problems that are presented.
- Give them clear direction.
- Remember that staff is working for the citizens, as well as the Council.
- Don't put undue pressure on staff.
- Follow the chain-of-command.

## **Vision and Mission**

On February 6, the Council and senior staff discussed the elements vision they have for Navasota. Currently, there are is Vision Statement and Mission Statement for the City. After a review, the Mayor and Council identified and confirmed the key elements of the vision and mission for the City.

### **Vision Statement**

**Navasota 2027: What America wants to Be:**

**A beautiful, progressive, vibrant, service oriented, close-kinit community filled with historic charm and promise for people and business.**

## **Vision Elements**

These elements were discussed and are presented in no particular order of priority. It was noted that in reviewing the Vision Statement from the Comprehensive Plan, these key vision elements are consistent with and embodied in the Vision Statement.

- Navasota is a role model for other cities.
- Clean.
- Safe.
- Friendly and inviting.
- Historic.
- Beautiful and manicured.
- Successful.
- Sustainable.
- Full of opportunity.
- Innovative.
- Charming.

## **Mission Statement**

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

## **Mission Elements**

These key mission elements are presented in no particular order of priority.

- Committed.
- Stay focused on the mission.
- Dedication and desire.
- Proper planning.
- To communicate the Vision.
- Provide great/exceptional customer service.
- Clear, consistent, defined responsibilities.
- Flexible.
- Understanding of your role and responsibilities.

## **Strategic Planning**

The facilitator led the participants in a SWOT analysis, identifying and discussing the strengths, weaknesses, opportunities and threats for the City of Navasota, both organizationally and in the community. The weaknesses then were divided into common themes – Areas of Emphasis or Vision Elements. Within each of the Areas of Emphasis, opportunities – strategies and goals – were identified to overcome the weaknesses.

Finally, threats were identified that if not anticipated may get in the way of accomplishing the strategies and goals.

The participants were divided into three groups. Each group focused on strengths and weaknesses as follows.

## **Strengths**

### **Group 1**

- Qualified personnel.
- Close knit team/community.
- Has a can-do attitude.
- Pride in community and city organization.
- Friendly.
- Great leadership – Council, City Manager and staff.
- Caring.
- Small town charm.
- Service oriented.
- Open minded and welcoming.
- Knowledgeable about work, etc.
- Dedication.
- Good foundation upon which to build.
- Resilient.
- Organization is accountable to the community.
- Have integrity and honesty.
- Everyone is team player.
- Willing to admit to issues and problems.
- Self-aware.
- Transparent.
- Have community support.
- Have a multi-faceted community makeup.
- Visionaries.
- Excellent location.
- Diversity in the community.

### **Group 2**

- Great staff.
- Buy-in from the community.
- A community feeling.
- Progressive.
- Safe.
- Leadership.
- Proactive Council.
- Beginning infrastructure design improvements.
- City services.
- Facilities.

- Partnerships.
- Potential for growth.
- Location.
- History.
- Industry.

### **Group 3**

- Experience of Council and staff.
- New councilmembers bringing energy and new ideas.
- Leadership.
- Collaboration.
- Creativity.
- Openness/inviting community.
- Honesty/trust.
- Stability.
- Teamwork.
- Loyalty and pride.
- Service minded.
- Relationships/friendly/user friendly.
- Fun.
- Commitment and dedication.

## **Weaknesses**

### **Group 1**

- Lack of social and health services.
- Minimal retail services.
- Lack of transportation services.
- Lack of after 5 p.m. activities.
- Aging infrastructure.
- Difficulty in communication from the city to the citizens.
- Lack of finances for unfunded mandates.
- Outside negative perception of the community.
- Finding and retaining good staff.
- Lack of seasoned/experienced staff at all levels.
- Lack of citizen input/involvement.
- Uninformed criticism from citizens.
- Limited connectivity to high quality internet.
- Technologically inhibited/fear of technology

### **Group 2**

- Fear of change.
- More work than staff can accomplish.
- Lack of job career diversity.

- Perception of the school district.
- Lack of rental/multifamily in the city.
- Retail leakage.
- Lack of amenities for social and family time.
- Train traffic.
- Animal control/fire department facilities need replacing.
- Lack of internet connectivity.

### **Group 3**

- Communication/understanding of the message.
- People making assumptions without all the information.
- Aging infrastructure.
- Sometimes resistant to change.
- Dislike of others.
- Financial resources are limited.
- Retention of employees.
- Outside perception of Navasota.
- People have long memories.
- Lack of participation by the citizens.
- Being required to respond to circumstances beyond our control.
- Limited technology in the community in the city.

### **Areas of Emphasis**

Reviewing the weaknesses presented resulted in the identification of five areas of emphasis.

- **Governance**
- **Economic Development**
- **Image/Communication**
- **Infrastructure**

### **Weaknesses Rearranged**

The weaknesses identified above, were then summarized and arranged to be within one of the areas of emphasis.

- **Governance**
  - Resistance to change.
  - Responding to circumstances beyond city's control.
  - Unfunded mandates.
  - Lack of participation.
- **Economic Development**
  - Diversity in career jobs.
  - Sufficient revenue for infrastructure redevelopment.



- Retail leakage
- Lack of social and family recreation.
- Need for diversity in housing.
- Social and health services.
- **Image/Communication**
  - Negative perception of school district.
  - Negative perception of city.
  - Inability to provide information to all ages
    - Internally and externally.
    - Lack of understanding.
    - Criticism from the uninformed.
    - From city to citizens
- **Infrastructure**
  - Train traffic.
  - Again infrastructure
  - Transportation.
  - Facilities.
  - Poor quality of internet and technology, city and citywide.
- **Organizational Excellence**
  - Employee retention.

## **Opportunities – Strategies and Goals**

The groups then brainstormed to identify opportunities to overcome the weaknesses. These opportunities are the basis for the strategies and goals prepared below.

### **Governance**

- **Establish a program to encourage more participation in Navasota government.**
  - Establish and implement leadership academies.
    - Establish a citizens' academy.
    - Establish a citizens' police academy.
    - Establish a citizens' fire academy.
  - Improve communication and strategic alignment between Council and all committees.
- **Establish an employee retention strategy.**
  - Identify and promote the work culture, benefits of the city.
  - Promote the community and organizational culture.
  - Explore housing incentives to live and work in Navasota and attract new employees.
  - Cast a wider net for employees.

- Explore opportunities for providing employee benefits that incentivize employment and retention.
- **Explore opportunity for a full-time grant writer.**
- **Provide a clear sense of direction to all boards related to economic development.**
  - Establish an Economic Development Strategy with the NEDC

(Note: there were some communications initiatives in Governance. These have been moved to Image/Communication to avoid repetition.)

### **Economic Development**

- **Establish a partnership with NISD, Blinn, TAMU and other institutions to enhance the economic development process.**
- **Seek out grant opportunities.**
  - Pursue grants from EDA.
- **Enhance the marketing of Navasota.**
  - Marketing to fulfill housing needs.
  - Marketing of lower utility costs compared to other areas.
  - Marketing location and proximity to major metro areas in the state.
- **Seek partners to improve local health and social service providers.**
  - Explore health authority with county.
  - Explore partnership with St. Joseph's healthcare system.
  - Recruit health provider specialists (optometrists and medical providers)
- **Enhance strategic retail recruitment.**
  - Continue to partner with Retail Coach.
  - Attend recruitment conferences (industry, retail, restaurants, etc.)

(Note: there were some infrastructure initiatives in Economic Development. These have been moved to Infrastructure to avoid repetition.)

### **Image/Communication**

- **Improve the perception and image of Navasota.**
  - Establish a positive campaign to promote Navasota.
    - Prepare both an in-person and digital message.
  - Identify target audiences.
    - Attend realtor conferences to tell the Navasota story.
    - Utilize citizens' academies (see Governance).
    - Explore use of Town Hall meetings – in-person and virtual.
- **Establish a program to educate ISD students about local government.**
  - Sponsor a job shadowing program for students in the city.
- **Improve communication in general with the public. (Note: moved from Governance)**
  - Be deliberate about creating buy-in from citizens.
    - Inform, educate and cast the vision.
  - Prepare and implement a communication protocol.

## **Infrastructure**

- **Prepare a plan for construction of an elevated grade crossing over the railroad tracks.**
  - Identify location and right of way needs for the crossing.
  - Establish costs to city to accommodate the crossing.
  - Identify land for a substation for fire and animal control.
  - Establish contact and conversation with the railroad.
- **Prepare a capital improvements plan and program for needed city infrastructure.**
  - Improve aging infrastructure.
  - Improve aging and inadequate facilities.
  - Expand parks, trails and bike paths.
  - Identify funding sources – bonds, grants, etc.
- **Create additional opportunity for social and family amenities.**
  - Create additional sports facilities.
  - Make park improvements – trails, bike paths, etc.
- **Identify and plan for needed improvements to the community's internet system.**
  - Identify and review the existing systems available to the City
    - BVCOG Fiber Loop
    - Midsouth Synergies
    - Other

## **Organizational Excellence**

- **Establish an employee retention strategy.**
  - Identify and promote the work culture, benefits of the city.
  - Promote the community and organizational culture.
  - Explore housing incentives to live and work in Navasota and attract new employees.
  - Cast a wider net for employees.
  - Explore opportunities for providing employee benefits that incentivize employment and retention.

## **Threats**

Finally, Council and staff identified threats to accomplishing the goals and strategies that have been identified.

- Fear – lack of understanding of the issues and the unknown.
- Money.
- Economic downturn.
- Federal and state unfunded mandates and restrictions to local government.
- Social media.
- Uncommitted leadership.
- Politization of local government.
- Suffering the unintended consequences of outside mandates.

- Encroaching crime.
- Another pandemic – COVID.
- Adverse weather.
- No response to the failing infrastructure.
- The “cancel culture” – just turning off or destroying what one disagrees with – refusal to dialogue.
- Not adapting to the change in the ideology of the culture.

## **City Staff Implementation Sessions**

### **April 5 and 14, 2021**

On April 5, 2021 the facilitator met with the City Manager and staff to review the outcomes of the planning session and to determine next steps for the development of the implementation plan.

**Implementation Plan Process.** The staff reviewed a template to be used to develop the implementation portion of the planning process. During the discussions, a staff member was assigned as the team facilitator for the development of the implementation plan for each areas of emphasis. Further they began the process of developing action steps, with proposed timelines, and budget implications (if they were known at the time).

On April 14, 2021 staff again met with the facilitator to review and complete a draft implementation plan. The implementation plan is included in this document. It should be noted the staff realized that one or more of the Governance initiatives were more about the organization. As a result, staff created a new area of emphasis called Organizational Excellence. There are now five Areas of Emphasis. In addition, the staff added depth and rearranged some of the goals and action steps for better alignment.

## **Reporting**

Finally, staff established reporting protocols. These protocols serve the purpose of keeping the staff on schedule with the implementation of strategies, keeping the City Manager informed, and providing regular reports to the Mayor and City Council on the status of the implementation of the adopted strategies. This provides for long term accountability toward the implementation of the Strategic Plan.

### **Reporting Protocols**

- **Council**

- Receives updates at least monthly from staff at Council meetings regarding various projects related to the strategic plan.
  - Receives formal status reports, including a semi-annual and annual report from staff to the City Council.
- **City Manager**
  - City Manager receives regular – both formal and informal - updates from staff at regular staff meetings on progress of assignments.

## **City Council Approval**

### **April 26, 2021**

On April 26, 2021, the City Council reviewed their work as well as the work of the staff since the planning session in January. After a thorough discussion the Report was approved as amended unanimously.

## **Conclusion**

The Mayor, Council and staff of the City of Navasota worked through a governance and planning process that allowed the Council to create a governance model and identify and expand strategies for moving the city forward. The process brought the staff leadership and Council closer together as a team and developed an implementation process to ensure the strategies are addressed and accomplished over time.



## **Strategic Plan 2021**

**Council/Staff Planning Retreat  
February 12, 2021**

**Adopted  
April 26, 2021**

**Prepared and Facilitated  
By  
Ron Cox Consulting**

## **Vision Statement (Adopted 2017)**

**Navasota 2027: What America wants to Be:  
A beautiful, progressive, vibrant, service oriented,  
close-kinit community filled with historic charm  
and promise for people and business.**



## **Key Vision Elements 2021**

- **Navasota is a role model for other cities.**
- **Clean.**
- **Safe.**
- **Friendly and inviting.**
- **Historic.**
- **Beautiful and manicured.**
- **Successful.**
- **Sustainable.**
- **Full of opportunity.**
- **Innovative.**
- **Charming.**

## **Mission Statement (Adopted 2017)**

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

## **Mission Elements**

- **Committed.**
- **Stay focused on the mission.**
- **Dedication and desire.**
- **Proper planning.**
- **To communicate the Vision.**
- **Provide great/exceptional customer service.**
- **Clear, consistent, defined responsibilities.**
- **Flexible.**
- **Understanding of your role and responsibilities.**

# **City of Navasota**

## **City Council**

### **Leadership Philosophy**

**The City Council of the City of Navasota will lead by...**

- Providing the facts.
- Seeking and gaining understanding of the problems.
- Listening, asking, seeking information and deciding.
- Coming together for the greater good – compromising and building consensus.
  - Toward a common goal – betterment of Navasota.
  - Finding a win/win for all.
  - Building consensus.
- Picking your wins carefully.
- Not being afraid to admit you are wrong and changing your mind.
- Being patient.
- Being humble – not prideful or egotistical.
- Being passionate about our city, but not dictatorial.
- Being brave for our city.
- Showing respect and being respectful of others.

# **City of Navasota**

## **City Council**

### **Communication Philosophy**

**The City Council of the City of Navasota will communicate by...**

- Effectively with citizens, each other and staff...
  - Concisely.
  - Clearly.
  - Completely.
- Seek and allow responses.
- Seek to understand.
- Take the time to explain the issue and resolution to each other and to citizens.

# **City of Navasota**

## **City Council and Staff**

### **Expectations**

#### **Council expects the following of each other...**

- Remember we all work for the citizens – Council and staff alike.
- Set the table for the citizens on agenda items – fill in the gaps of knowledge for them.
- Follow the process.
- Be willing to slow the process down.
- Respect each other and their opinions.
- Be honest.
- Be consistent.
- Do your homework.
- Be vulnerable – admit you do not know everything.
- Be willing to learn.
- Don't take the issue personally

# **City of Navasota**

## **City Council and Staff**

### **Expectations**

#### **Council expects the following of staff...**

- Set the table to explain agenda items for Council and citizens.
- Be clear and timely in the information flow to Council – understanding and responding to individual council members in the way that communicates best to them.
- Don't take it personally.
- Provide the full picture – the good, the bad, and the ugly.
- Have patience.
- Know your lane and stay in it.
- Understand the chain-of-command.

(It was noted that the City Council and staff should all have and respond to the same expectations.)

#### **Staff expects Council to (as defined by Council members themselves) ...**

- Don't play the "gotcha" game with staff.
- Have an understanding of staff, their role.
- Ask questions and don't assume.
- Have patience.
- Be fair.
- Listen to staff.
- Be respectful to staff.
- Seek information on what council can do to help the staff succeed.
- Seriously consider their recommendations.
- Attempt to solve the problems that are presented.
- Give them clear direction.
- Remember that staff is working for the citizens, as well as the Council.
- Don't put undue pressure on staff.
- Follow the chain-of-command.

# City of Navasota

## Strategic

### Areas of Emphasis

- **Governance**
  - **Guiding Principle:** *The City of Navasota follows established rules of governance that promote civil discourse, consistent and predictable deliberation and exemplary action.*
- **Economic Development**
  - **Guiding Principle:** *The City of Navasota will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.*
- **Image/Communication**
  - **Guiding Principle:** *The City of Navasota will proactively work to provide accurate, timely communications to the citizens and improve the image of the community.*
- **Infrastructure**
  - **Guiding Principle:** *The City of Navasota will provide excellent infrastructure and facilities that meets the needs of the citizens and businesses, and staff.*
- **Organizational Excellence**
  - **Guiding Principle:** *The City of Navasota will operate in a transparent, efficient, accountable and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.*



## Area of Emphasis

### Governance

**Guiding Principle:** *The City of Navasota follows established rules of governance that promote civil discourse, consistent and predictable deliberation and exemplary action.*

#### **Initiatives:**

- **Establish a program to encourage more participation in Navasota government.**
  - Establish and implement leadership academies.
    - Establish a citizens' academy.
    - Establish a citizens' police academy.
    - Establish a citizens' fire academy.
  - Improve communication and strategic alignment between Council and all committees.
- **Explore opportunity for a full-time grant writer.**
- **Provide a clear sense of direction to all boards related to economic development.**
  - Establish an Economic Development Strategy with the NEDC

## Area of Emphasis

### Economic Development

**Guiding Principle:** *The City of Navasota will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.*

#### Initiatives

- **Establish a partnership with NISD, Blinn, TAMU and other institutions to enhance the economic development process.**
- **Seek out grant opportunities.**
  - Grants from EDA.
- **Enhance the marketing of Navasota**
  - Marketing to fulfill housing needs.
  - Marketing of lower utility costs compared to other areas.
  - Marketing location and proximity to major metro areas in the state.
- **Seek partners to improve local health and social service providers.**
  - Explore health authority with county.
  - Explore partnership with St. Joseph's healthcare system.
  - Recruit health provider specialists (optometrists and medical providers)
- **Enhance strategic retail recruitment**
  - Continue to partner with Retail Coach.
  - Attend recruitment conferences (industry, retail, restaurants, etc.)

## **Area of Emphasis**

### **Image/Communications**

**Guiding Principle:** *The City of Navasota will proactively work to provide accurate, timely communications to the citizens and improve the image of the community.*

#### **Initiatives**

- **Improve the perception and image of Navasota.**
  - Establish a positive campaign to promote Navasota.
    - Prepare both an in-person and digital message.
  - Identify target audiences.
    - Attend realtor conferences to tell the Navasota story.
    - Utilize citizens' academies (see Governance).
    - Explore use of Town Hall meetings – in-person and virtual.
- **Establish a program to educate ISD students about local government.**
  - Sponsor a job shadowing program for students in the city.
- **Improve communication in general with the public (Note: moved from Governance)**
  - Be deliberate about creating buy-in from citizens.
    - Inform, educate and cast the vision
  - Prepare and implement a communication protocol.

# Area of Emphasis

## Infrastructure

**Guiding Principle:** *The City of Navasota will provide excellent infrastructure and facilities that meets the needs of the citizens and businesses, and staff.*

### Initiatives

- **Prepare a plan for construction of an elevated grade crossing over the railroad tracks.**
  - Identify location and right of way needs for the crossing.
  - Establish costs to city to accommodate the crossing.
  - Identify land for a substation for fire and animal control.
  - Establish contact and conversation with the railroad
- **Prepare a capital improvements plan and program for needed city infrastructure.**
  - Improve aging infrastructure.
  - Improve aging and inadequate facilities.
  - Expand parks, trails and bike paths.
  - Identify funding sources – bonds, grants, etc.
- **Create additional opportunity for social and family amenities.**
  - Create additional sports facilities.
  - Make park improvements – trails, bike paths, etc.
- **Identify and plan for needed improvements to the community's internet system.**
  - Identify and review the existing systems available to the City
    - BVCOG Fiber Loop
    - Midsouth Synergies
    - Other

## Area of Emphasis

### Organizational Excellence

**Guiding Principle:** *The City of Navasota will operate in a transparent, efficient, accountable and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.*

### Initiatives

- **Establish an employee retention strategy.**
  - Identify and promote the work culture, benefits of the city.
  - Promote the community and organizational culture.
  - Explore housing incentives to live and work in Navasota and attract new employees.
  - Cast a wider net for employees.
  - Explore opportunities for providing employee benefits that incentivize employment and retention.



## Vision Element #1

### Governance

**Guiding Principle:** *The City of Navasota follows established rules of governance that promote civil discourse, consistent and predictable deliberation and exemplary action.*

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
1.1	Establish a program to encourage more participation in Navasota government.	1.1.1	Establish and implement leadership academies.	<ul style="list-style-type: none"> <li>Re-implement a citizens' academy.</li> <li>Establish a citizens' police academy.</li> <li>Establish a citizens' fire academy</li> </ul>		X		Brad Stafford
				<ul style="list-style-type: none"> <li>Hold town hall meetings with citizens in neighborhoods and restaurants to discuss City operations and governance.</li> <li>Present organizational environment to the community</li> </ul>		X		
				<ul style="list-style-type: none"> <li>Grilling Stafford</li> <li>Monday of City Council meetings: partner with Willy 98.7 and Navasota Examiner to go over upcoming City Council Agenda. (also Facebook Live)</li> </ul>	Ongoing			
		1.1.2	Provide a clear sense of director to all boards	<ul style="list-style-type: none"> <li>Organize a volunteer luncheon for Boards &amp; Commissions volunteers</li> <li>Joint meeting with all boards/commissions for direction/legal training and Roberts rules.</li> <li>Bring strategic planning and comprehensive planning documents to NEDC for approval</li> <li>Recruit members who align with City Council</li> <li>Improve communication and strategic alignment between Council and all committees.</li> <li>Inform all communication &amp; comp plan updates to all boards</li> <li>Staff to facilitate strategic plan for economic</li> </ul>	X			
					X			

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
				development corporation	X			
		1.1.3	Establish a volunteer appreciation program	<ul style="list-style-type: none"><li>• Organize a short ceremony for volunteers around the city (ex: Blue Santa, Trash Off)</li><li>• </li></ul>	X			Rayna
1.2	Explore opportunity for a full-time grant writer.	1.2.1	Continued professional development	<ul style="list-style-type: none"><li>• Explore grant writing training opportunities</li><li>• Continue partnership with BVCOG</li><li>• Research other cities how grants are handled</li></ul>		X X X		Rayna Willenbrink

Vision Element # 2



# Economic Development

**Guiding Principle:** *The City of Navasota will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.*

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
2.1	Establish a partnership with NISD, Blinn, TAMU and other institutions to enhance the economic development process.	2.1.1	Pursue grants from EDA.	<ul style="list-style-type: none"> <li>Continue partnership with BVCOG for information on EDA grants</li> <li>Continue relationship with Grantworks</li> <li>Continue TEDC membership for resources on EDA grants</li> <li>Explore new partnerships</li> </ul>	Ongoing			Rayna
		2.1.2	Develop workforce programs	<ul style="list-style-type: none"> <li>Explore partnerships with NISD</li> <li>Continue partnership Chamber &amp; CETA</li> <li>Explore opportunities with the SBDC</li> <li>Continue partnership with Bush School/TAMU</li> <li>Reach out to BVCOG for funding opportunities</li> <li>Research Texas Workforce Commission opportunities</li> </ul>	Ongoing	X		
2.2	Enhance the marketing of Navasota.	2.2.1	Marketing to fulfill housing needs.	<ul style="list-style-type: none"> <li>Show housing growth to demonstrate demand.</li> <li>Establish a permit/fee waiver program</li> <li>Utilize NEDC website to highlight utility costs and location</li> <li>Navasota Economic Development corporation Featured on the Navasota.gov home page</li> </ul>	Ongoing	X		Madison
		2.2.2	Marketing of lower utility costs compared to other areas.		Ongoing			
		2.2.3	Marketing location and proximity to major metro areas in the state.		Ongoing			
2.3	Seek partners to improve local health and social	2.3.1	Explore health authority with county.	<ul style="list-style-type: none"> <li>Improve relationship with county and cities within the county</li> <li>Continue to meet with the county this past year about this partnership but their level of interest currently</li> </ul>	X		X	Rayna

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
	service providers.			not very high. <ul style="list-style-type: none"> <li>Continue to explore other avenues to recruit and establish a local public health authority and possibly a health inspections office.</li> <li>Possible partnering with other cities in the county</li> </ul>	X			
		2.3.2	Establish Health Inspector	<ul style="list-style-type: none"> <li>Establish Policy</li> <li>Appoint and train inspector</li> </ul>			X X	
		2.3.3	Explore partnership with St. Joseph's healthcare system.	<ul style="list-style-type: none"> <li>Add health care recruitment to the regional (retail) recruitment project</li> </ul>			X	
		2.3.4	Recruit health provider specialists (optometrists and medical providers)					
2.4	Enhance strategic retail recruitment.	2.4.1	Continue to partner with Retail Coach.	<ul style="list-style-type: none"> <li>Conduct community surveys to see what citizens wish lists are</li> <li>Regional retail recruitment project</li> </ul>	Ongoing	X		Rayna
		2.4.2	Attend recruitment conferences (industry, retail, restaurants, etc.)					
		2.4.3	Downtown Assessment	<ul style="list-style-type: none"> <li>Reach out to Texas Downtown Association for a downtown assessment</li> <li>Explore marketing strategies</li> <li>Partnership with SBDC</li> </ul>	X X X			

### Vision Element # 3

## Image/Communication

**Guiding Principle:** *The City of Navasota will proactively work to provide accurate, timely communications to the citizens and improve the image of the community.*

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
3.1	<b>Improve the perception and image of Navasota.</b>	3.1.1	Establish a positive campaign to promote Navasota.	<ul style="list-style-type: none"> <li>Prepare both an in-person and digital message.</li> <li>Positive short videos about ongoing projects</li> <li>Create a new branding campaign</li> <li>Expand partnership with NISD</li> </ul>		X X X X		Madison
		3.1.2	Identify target audiences to effectively recruit new citizens while improving community pride.	<ul style="list-style-type: none"> <li>Attend realtor conferences to tell the Navasota story.</li> <li>Utilize citizens' academies (see Governance).</li> <li>Explore use of Town Hall meetings – in-person and virtual.</li> <li>Utilize all methods of communication with the public; i.e. Grilling Stafford, trails town hall meetings, agenda briefings with local media, Navigate Navasota app</li> </ul>	Ongoing	X X X		
3.2	<b>Establish a program to educate ISD students about local government.</b>	3.2.1	Re-establish an internship/sponsor a job shadowing program for students in the city.	<ul style="list-style-type: none"> <li>Co-op student to assist with administrative services for all departments with 15-20 hours beginning with a minimum wage of \$7.25.</li> <li>Speak with the co-op class</li> <li>Both high school and college</li> </ul>		X  X X		Peggy & Shawn
3.3	<b>Improve communication in general with the public.</b>	3.3.1	Be deliberate about creating buy-in from citizens.	<ul style="list-style-type: none"> <li>Inform, educate and cast the vision.</li> <li>Advertise City Council meetings in the paper (\$1,872/year), on the radio, yard signs, banners</li> </ul>	X X			Madison
		3.3.2	Prepare and implement a communication protocol.	<ul style="list-style-type: none"> <li>Explore new advertising techniques, i.e. Navigate Navasota app, CTY advertisement, Facebook events for all meetings</li> <li>Explore communication methods for Boards &amp; Commissions, i.e. post all agendas on Facebook event</li> </ul>		X  X		

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
				<ul style="list-style-type: none"><li>All boards give regular updates at City Council meetings</li></ul>		X		

Vision Element # 4

Infrastructure

**Guiding Principle:** *The City of Navasota will provide excellent infrastructure and facilities that meets the needs of the citizens and businesses, and staff.*

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
4.1	Prepare a plan for construction of an elevated grade crossing over the railroad tracks.	4.1.1	Identify location and right of way needs for the crossing.	<ul style="list-style-type: none"> <li>Thorough fare plan completion and implementation</li> </ul>		X		Jose & Lupe
		4.1.2	Establish costs to city to accommodate the crossing.	<ul style="list-style-type: none"> <li>Compile land acquisition costs per thorough fare plan design</li> <li>Obtain estimate cost proposals for engineering and construction</li> </ul>			X X	
4.2	Prepare a capital improvements plan and program for needed city infrastructure.	4.2.1	Improve aging infrastructure.  Phase one: FY22 Phase two: FY24	<ul style="list-style-type: none"> <li>CIP Bring in a consultant to help formalize the plan               <ul style="list-style-type: none"> <li>Update water modeling</li> <li>Consultant to model Gas system and Wastewater system</li> <li>Present CIP to Finance Dept. to plan for funding options.</li> <li>Streets and Storm water evaluations and priorities</li> <li>Replace/repair gas regulator stations</li> </ul> </li> <li>Complete phase 1 of CIP</li> <li>Begin phase 2 of CIP</li> <li>Fire hydrant repair/replacement</li> </ul>	X      X X		X      X	Jeff & Jose
			4.2.2 Improve aging and inadequate facilities.	<ul style="list-style-type: none"> <li>Create a facilities master plan               <ul style="list-style-type: none"> <li>Hire Consultant</li> </ul> </li> <li>Replace or improve animal shelter and vehicle services</li> <li>Sell existing warehouse and build a new one</li> <li>Replace the current primary fire station and EOC at the South LaSalle location.</li> <li>Explore the possibility of a second fire station/public safety facility at Hwy</li> </ul>			X X X X X	

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
				105/Fairway Dr. because of the continued growth and expansion of the city and the delayed responses due to train traffic <ul style="list-style-type: none"> <li>Valve and other mechanical equipment replacement at wastewater plant</li> <li>Look at alternative disinfectant treatment methods</li> </ul>			X  X	
		4.2.4	Identify funding sources – bonds, grants, etc.	<ul style="list-style-type: none"> <li>We currently are working with 2020 Capital Improvement Bond.</li> <li>We are working towards doing a bond every 2 years for CIP</li> <li>USDA loan</li> <li>Add gas capital improvement fee to monthly billing.</li> <li>Funding from American Rescue Plan</li> </ul>	X  X X X			
4.3	Create additional opportunity for social and family amenities.	4.3.1	Create additional sports facilities.	<ul style="list-style-type: none"> <li>Identify most desired facilities</li> <li>Identify possible locations</li> <li>Land acquisition</li> <li>Identify funding mechanism</li> <li>Design facilities</li> <li>Obtain bids/pricing on new facilities</li> </ul>	Ongoing		X X X X X	Colton
		4.3.3	Make park improvements – trails, bike paths, etc.	<ul style="list-style-type: none"> <li>Adjust city ordinance on parkland dedication to allow developers to contribute directly to ongoing projects</li> <li>Develop community programs that improve parks</li> <li>Identify areas of greatest need</li> <li>Obtain bids/pricing on improvements</li> </ul>			Ongoing  Ongoing  Ongoing Ongoing Ongoing	

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
				<ul style="list-style-type: none"><li>Navasota Sidewalk and Trails plan.</li></ul>				
4.4	Identify and plan for needed improvements to the community's internet system.	4.4.1	Identify and review the existing systems available and options to the City	<ul style="list-style-type: none"><li>Facilitate BVCOG partnerships with local ISP suppliers to improve speeds in underserved areas.</li><li>Encourage/ Incentivize Midsouth Synergy expansion into town via City ROW/Easements</li><li>Research other ISP options available.</li></ul>			X  X  X	Lupe

**Vision Element # 5**

**Organizational Excellence**

**Guiding Principle:** *The City of Navasota will operate in a transparent, efficient, accountable and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.*

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Leader
5.1	Establish an employee retention strategy.	5.1.1	Identify and promote the work culture, benefits of the city.	<ul style="list-style-type: none"><li>Promote teamwork aspect of our culture, there are no islands everyone works together in some form or fashion.</li></ul> <b>Hiring Process:</b> <ul style="list-style-type: none"><li>Streamline our online HR system<ul style="list-style-type: none"><li>Job search &amp; application process</li><li>Dependable Human Resource Information System software</li></ul></li><li>Update both Incode and Internet system</li><li>Use of Social media to find candidates (i.e. LinkedIn, Indeed)</li><li>Job boards at colleges and career fairs</li><li>Create a Referral Program with employee incentives</li><li>Create city parameter for job searches</li><li>Continued use of onboard process</li><li>Create formal policy hiring practices</li></ul> <b>Offer competitive salary and benefits:</b> <ul style="list-style-type: none"><li>Contact other Cities (population of 5-10K) and surrounding industries/business (Trinity, etc.) to make sure City is within similar pay range</li><li>Find strong benefit package (medical, dental, vision, life)</li></ul> <b>Other Incentives:</b> <ul style="list-style-type: none"><li>Continue to make employee feel valued and appreciated</li></ul>	Ongoing  Ongoing  Ongoing Ongoing  Ongoing Ongoing Ongoing Ongoing Ongoing			Peggy Johnson
					Ongoing			



			<ul style="list-style-type: none"><li>• Continue to offer career advancement opportunity (invest in employee-greater future with City)</li><li>• Pay for course for training (all departments)</li><li>• College tuition reimbursement</li><li>• Safety bonuses (no accidents, etc.) Safety pins (providing a day off), Bonus day- annually</li><li>• Hazardous duty pays (ex: working big storms, etc.)</li><li>• Team outings/lunches (Spring/Fall) and Christmas Party- employee does not have to organize or work the event</li><li>• Monetary (bonuses and raises)</li><li>• Continue to Recognize: years of service with Plaque and bag of goodies. At the end of the year employee shall receive gift card (money, dinner, coffee, spa) (5 year increments)</li><li>• Hand written note (“thank you” “job well done”, etc.)</li><li>• Brag board: located front lobby with employee picture and award (ex: Rookie of the year, Employee of the month, etc.)</li><li>• Discount on rental facilities for city employees</li><li>• City owned workout facility to promote health</li><li>• Utility incentives to promote employees to live in Navasota</li><li>• Reconsider 20-year retirement package/insurance to the age of social security</li><li>• Evaluate additional employees to complete project assignments</li><li>• Evaluate incentives for succession planning in career development</li></ul>	Ongoing			
				Ongoing			
					X		
				X			
				X			
				Ongoing	X		
				X			
				X			
				X			
					X		X
					X		
				X			X
					X		

		5.1.2	Promote the community and organizational environment	<ul style="list-style-type: none"><li>• Video montage of all city events and city participation of employees</li><li>• Clear and transparent communication</li><li>• Create Cultural Diversity Awareness by reaching out to different segments of the City</li><li>• Career Fair days</li></ul>	Ongoing  X X  X			
		5.1.3	Explore housing incentives to live and work in Navasota and attract new employees.	<ul style="list-style-type: none"><li>• Partner with local realtors or Chamber to put together informational housing options package</li><li>• Pay a portion of moving expenses into Navasota within the city limits</li></ul>	X   X			

**CITY OF NAVASOTA  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 6.      **AGENDA DATE:** April 26, 2021

**PREPARED BY:** Lupe Diosdado, Development Services  
Director

**APPROVED BY:** BS

**ITEM:** Consideration and possible action on service agreement with SafeBuilt for backup building inspection and plan review services.

**ITEM BACKGROUND:**

City staff met with SafeBuilt services in March of this year to discuss potentially entering into an agreement for backup inspection services. Construction continues to increase within the City, and adding an additional backup inspection/plan review service will help maintain our current level of service during our in-house inspector's scheduled and non scheduled time off. The services listed within the agreement are on demand only.

A copy of the service agreement and fee schedule is attached for consideration. Legal counsel has reviewed the agreement and approved proposed language.

**BUDGETARY AND FINANCIAL SUMMARY:**

The City has budgeted \$26,000 for plan review and backup inspection services. YTD expenses are \$16,482 as of 4/16/21

**STAFF RECOMMENDATION:**

Staff recommends approval of an agreement with SafeBuilt Services for building backup inspections and plan review services.

**ATTACHMENTS:**

1. Service Agreement



# **PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF NAVASOTA, TEXAS AND SAFEbuilt TEXAS, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Navasota, Texas, ("Municipality") and SAFEbuilt Texas, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

## **RECITALS**

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

### **1. SCOPE OF SERVICES**

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

### **2. CHANGES TO SCOPE OF SERVICES**

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

### **3. FEE STRUCTURE**

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

### **4. INVOICE & PAYMENT STRUCTURE**

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within thirty (30) days of Municipality's receipt of Consultant's invoice. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate provided for in Chapter 2251, Tex. Gov't Code. If payment is not received within ninety (90) days of Municipality's receipt of Consultant's invoice, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be

due within thirty (30) days of Municipality's receipt of Consultants invoice, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently; Agreement shall automatically renew for twelve (12) month terms, unless prior written notification is delivered to either Party no less than thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ten (10) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the Municipality's receipt of Consultant's invoice for work completed up to and including the date of termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection from claims of third parties under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections from claims of third parties.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses,

and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence or willful misconduct of Consultant or any officer, employee, representative, or agent of Consultant.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. Claims-made policies are not accepted by the Municipality.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.



- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Lupe Diosdado, Community Development Director City of Navasota 200 McAlpine Street Navasota, Texas 77868 Email: <a href="mailto:gdiosdado@navasotatx.gov">gdiosdado@navasotatx.gov</a>	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: <a href="mailto:jderosa@safebuilt.com">jderosa@safebuilt.com</a>

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, the prevailing Party shall be entitled to recover its costs and attorney's fees from the other Party.

26. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

27. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended.

28. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Texas, without regards to its conflict of interest provisions. Exclusive venue for any action under this Agreement, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

29. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

30. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

31. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement must be in writing and approved and executed by both Parties, and shall not be deemed waiver of any other right or power.

32. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.



\_\_\_\_\_  
Thomas P. Wilkas, CFO  
SAFEbuilt Texas, LLC

\_\_\_\_\_  
April 19, 2021

Date

\_\_\_\_\_  
Signature  
City of Navasota, Texas

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title  
City of Navasota, Texas

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## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

#### Building Official Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Assist Municipal staff in revising and updating municipal code to comply with adopted requirements
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with Municipal staff to establish and/or refine building department processes
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

#### Building, Electrical, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

#### Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

#### Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

### 2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically

### 3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Building Official will be available to Municipality by text, cell phone and email
- ✓ Inspectors will be dispatched on an as-requested basis
- ✓ Consultants representative(s) will be available by cell phone and email

Deliverables			
<b>INSPECTION SERVICES</b>	Perform inspections received from the Municipality prior to 4:00 pm next business day		
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants by appointment		
<b>PLAN REVIEW TURNAROUND TIMES</b>	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less

## EXHIBIT B – FEE SCHEDULE FOR SERVICES

### 1. FEE SCHEDULE

- ✓ Beginning January 01, 2022 and annually thereafter, the per address rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Supplemental Inspection Services Fee Schedule	
Single Family Residential Construction Inspection	\$70.00 per stop (address, building or unit)
Commercial/Multi-Family Construction Inspection	\$85.00 per stop (address, building or unit)
Above rates include inspection of all disciplines at address	

Turnkey Residential and Commercial Projects	
Commercial and Multi-Family Construction Plan Review	
Project Valuation	Fee
\$1.00 to \$10,000	\$40.00
\$10,001 to \$25,000	\$61.63 for the first \$10,000 plus \$4.76 for each additional \$1,000; or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$133.03 for the first \$25,000 plus \$3.43 for each additional \$1,000; or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$218.88 for the first \$50,000 plus \$2.38 for each additional \$1,000; or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$337.88 for the first \$100,000 plus \$1.90 for each additional \$1,000; or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,099.46 for the first \$500,000 plus \$1.62 for each additional \$1,000; or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$1,906.98 for the first \$1,000,000 plus \$1.07 for each additional \$1,000; or fraction thereof
Commercial and Multi-Family Construction Inspection	
Project Valuation	Fee
\$1.00 to \$10,000	\$70.00
\$10,001 to \$25,000	\$99.67 for the first \$10,000 plus \$7.70 for each additional \$1,000; or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$215.19 for the first \$25,000 plus \$5.56 for each additional \$1,000; or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$354.06 for the first \$50,000 plus \$3.85 for each additional \$1,000; or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$546.56 for the first \$100,000 plus \$3.03 for each additional \$1,000; or fraction thereof, to and including \$500,000

\$500,001 to \$1,000,000	\$1,778.56 for the first \$500,000 plus \$2.61 for each additional \$1,000; or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$3,084.81 for the first \$1,000,000 plus \$1.73 for each additional \$1,000; or fraction thereof

<b>One &amp; Two Family Residential Construction Plan Review and Inspection</b>	
<b>Square Footage Total Under Roof</b>	<b>Fee</b>
0 to 1500 square feet	\$750.00
1501 to 10,000 square feet	\$750.00 for the first 1500 square feet plus \$0.33 for each additional square foot up to and including 10,000 square feet
Over 10,000 square feet	\$3,700.00 for the first 10,000 square feet plus \$0.13 for each additional square foot over 10,000 square feet
<b>Trade Permit Inspection for Residential Remodel/Addition (Mechanical, Electrical, Plumbing Inspection)</b>	
<b>Service Description</b>	<b>Fee</b>
Residential Trade Permit	\$85.00 per trade per project re-inspection included

<b>Trade Permit Inspection Residential – Examples: water heater replacement, HVAC unit replacement (Mechanical, Electrical, Plumbing Inspection fences gas test etc.)</b>	
<b>Service Description</b>	<b>Fee</b>
Trade Permits	\$70.00 per inspection includes re-inspections
Swimming Pools Plan Review & Inspections	\$450.00 Plan Review & inspections



## **EXHIBIT C – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE**

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
  - ✓ Municipal technology point of contact information including name, title, email and phone number
  - ✓ List of technology services, devices and software that the Municipality will provide may include:
    - Client network access
    - Internet access
    - Proprietary or commercial software and access
    - Computer workstations/laptops
    - Mobile devices
    - Printers/printing services
    - Data access
    - List of reports and outputs

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**CITY OF NAVASOTA  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 7.      **AGENDA DATE:** April 26, 2021

**PREPARED BY:** Lupe Diosdado, Development Services  
Director

**APPROVED BY: BS**

**ITEM:** Consideration and possible action on Crime Stoppers signage request.

**ITEM BACKGROUND:**

City staff was approached by Crime Stoppers rep Connie Clements about posting 12' X 18' public awareness signs around the City. Attached for your consideration is a list of requested locations.

**BUDGETARY AND FINANCIAL SUMMARY:**

TBD

**STAFF RECOMMENDATION:**

Staff recommends determining which if any location is acceptable for sign placement.

**ATTACHMENTS:**

1. Proposed Locations



**City of Navasota  
City Council  
Staff Report  
April 12, 2021**



Send all mail to:  
P.O. Box 910  
Navasota, TX 77868

[www.NavasotaTX.gov](http://www.NavasotaTX.gov)

---

**Subject:** 12" x 18" Crime Stoppers Public awareness sign locations

**Requested Locations on Public/City Property:**

Wastewater Treatment Plant

Vehicle Services Center

Fire Department

Library

Navasota Center

City Swimming Pool

City Limits Signs – Per TXDOT a separate pole would be required as well as other applicable TXDOT requirements.

**Requested Location on Private Property:**

Vacant frame located along SH6 - Faber McMullen Property



Sample Sign

**Creative**

1-855-PRINT-10 / 936-825-8044  
creativesignsandgraphics.com

QTY ? 080 ALUMINUM METAL SIGNS @ 12"W × 18"H  
SINGLE-SIDED

0.84"  
0.87"  
0.98"

GRIMES COUNTY

***Crime  
Stoppers***  
(936) 873-2000



**CRIME DOESN'T  
PAY...BUT WE DO!!!**

**REPORT YOUR TIP  
ANONYMOUSLY!**

**Call 936.873.2000**  
**Go to [www.p3tips.com](http://www.p3tips.com)**



**CITY OF NAVASOTA  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 8.      **AGENDA DATE:** April 26, 2021

**PREPARED BY:** Colton Haffey, Parks and Recreation  
Specialist

**APPROVED BY:** BS

**ITEM:** Consideration and possible action authorizing submittal of an application for the 2021 Crosswalk Grant - Rectangular Rapid Flashing Beacons for America Walks.

**ITEM BACKGROUND:**

America Walks is making available a pair of Rectangular Rapid Flashing Beacons (RRFBs) for the purpose of creating a safe crosswalk to a qualifying community. The sign would be helpful at the proposed crosswalk at Farquhar and Washington avenues.

**BUDGETARY AND FINANCIAL SUMMARY:**

None

**STAFF RECOMMENDATION:**

Staff recommends authorizing staff to submit an application for the 2021 Crosswalk Grant - Rectangular Rapid Flashing Beacons for America Walks.

**ATTACHMENTS:**

1. Crossing Location Evaluation Worksheet
2. Letter - Application for 2021 Crosswalk Grant
3. 2021 America Walks Award Model and Components

# Crossing Location Evaluation Worksheet

Municipality: City of Navasota

Date: 4/19/2021

## PART A - Location Description

Major Street: E. Washington Ave.

Crossing Location: E. Washington Ave. and Farquhar St.

Is this a multi-use path crossing?

☒ YES ☐ NO

Posted Speed Limit: 30 mph

Existing Traffic Control:

☐ Stop Sign

☐ Traffic Signal

☒ Uncontrolled

Existing Crossing Treatments (if any):

Crosswalk project in process through TxDOT

### Nearby Pedestrian Generators:

☐ School

☒ Trail

☐ Transit Stop

☒ Park

☒ Commercial

☐ Other:

☐ Stop Sign

## PART B - Physical Data

Roadway configuration:

☐ 2-Lane

☒ 3-Lane w/Striped median

☐ 3-Lane w/Raised median

☐ 4-Lane

☐ 5-Lane w/Striped median

☐ 5-Lane w/Raised median

☐ 6-Lane

☐ Other

Crossing Distance by Direction:

70 ft total 27 ft to median\* 27 ft to median\*  
\* If applicable + note direction

Nearest Marked or Protected Pedestrian Crossing:

E. Washington Ave. and La Salle Distance to: 300 ft

Stopping Sight Distance (SSD):

       ft        ft  
For uncontrolled locations only

Are improvements to SSD feasible?

☐ YES ☐ NO

Visual Obstructions:

☐ Hill

☐ Curve

☐ Foliage

☒ Other parked cars



Send all mail to:  
P.O. Box 910  
Navasota, TX 77868

[www.NavasotaTX.gov](http://www.NavasotaTX.gov)

April 26, 2021

200 E. McAlpine St.  
Navasota, TX 77868

**RE :** Application for 2021 Crosswalk Grant – Rectangular Rapid Flashing Beacons

Mike McGinn  
America Walks  
PO Box 371  
Annandale, VA 22003

Dear Mike McGinn,

The purpose of this letter is to acknowledge that the City of Navasota has reviewed the Application for 2021 Crosswalk Grant – Rectangular Rapid Flashing Beacons and in the case of a winning application, would accept the proposed safety upgrades.

Date \_\_\_\_\_

Name (printed) \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

City Hall is located at 202 East Washington Avenue, Navasota, Texas.

| City Hall: (936) 825-6475 | Economic Development Corporation: (936) 825-2961 | Tourism: (936) 825-7055 | Fire Department: (936) 825-7388 |  
| Library: (936) 825-6744 | Parks & Recreation/Navasota Center: (936) 825-2241 | Police Department: (936) 825-6124 | Public Works: (936) 825-6450 |

# Award model and components

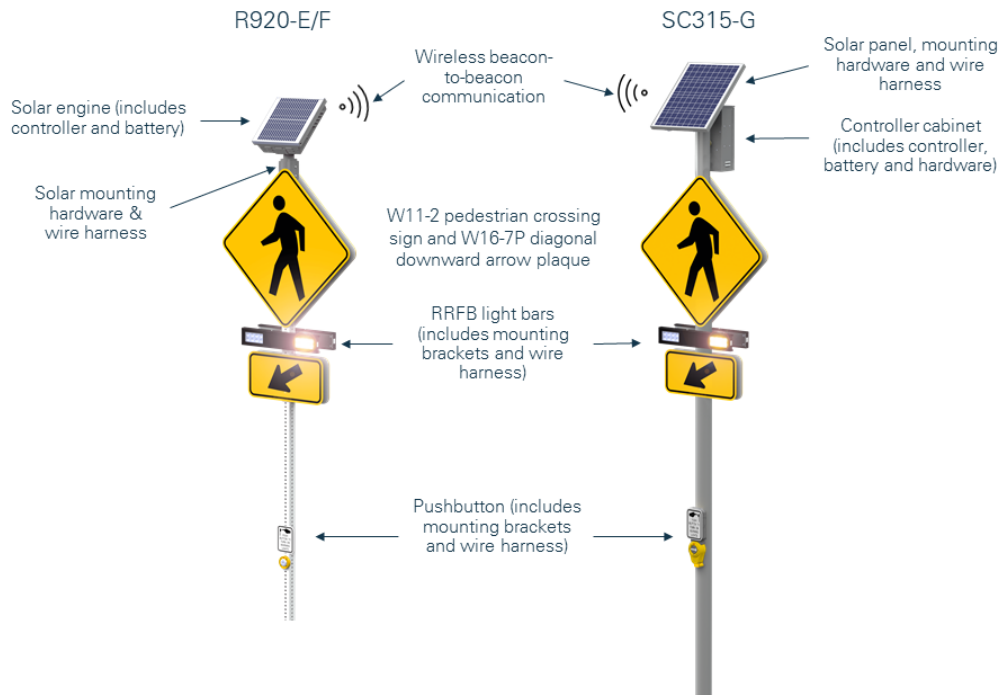
## America Walks 2021 Crosswalk Grant – Rectangular Rapid Flashing Beacons

Carmanah Technologies will provide one single award for a set of two Rectangular Rapid Flashing Beacons (RRFBs) to be installed at one uncontrolled crossing (i.e. midblock crosswalk). The systems can be AC- or solar-powered and the standard features will include:

- Two controller cabinets/solar engines
- Two or four lightbars (depends on the roadway; see [RRFB Application Guide](#) for details)
- Two standard pushbuttons (Polara Bulldog) or two audible pushbuttons (Polara iNX)
- Wiring harness
- Batteries
- Solar panels
- Mounting hardware
- Signage, if required, (diamond-shaped crosswalk signs and downward arrow plaques)

Carmanah will not provide poles and bases, as these may already be in place, or the City may have their own specifications. Models and components available for this award are described in the graphics below. Carmanah will need to conduct a complimentary solar site assessment (Energy Balance Report) to determine the appropriate system model.

### Solar-powered model options (2 x [R920-E/F](#) OR [SC315-G](#))

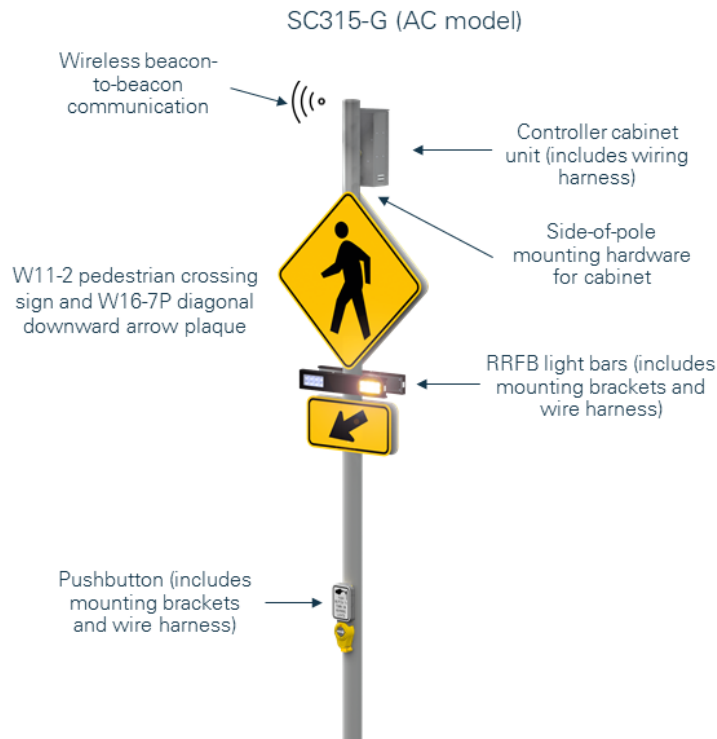




# Award model and components

## America Walks 2021 Crosswalk Grant – Rectangular Rapid Flashing Beacons

AC-powered model options (2 x [SC315-G](#))



Components not included in grant for any model:

- Pole, base
- Custom mounting hardware
- Additional units (i.e. 3<sup>rd</sup> system)
- Cellular remote monitoring

### Carmanah Support

The product will be fully supported and warranted by Carmanah. This includes:

- [Carmanah Energy Balance Report](#) (site-specific solar assessment; used to determine a sustainable battery and solar panel size)
- Carmanah's **five-year limited warranty** (one-year battery warranty)
- Direct access to Carmanah's technical support team and [Product Support Center](#)
- Free product shipping

Learn more at [carmanah.com](https://carmanah.com)

All Carmanah products are manufactured in facilities that are certified to ISO quality standards.

**CITY OF NAVASOTA  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 9.      **AGENDA DATE:** April 26, 2021

**PREPARED BY:** Colton Haffey, Parks and Recreation  
Specialist

**APPROVED BY:** BS

**ITEM:** Consideration and possible action authorizing submittal of an application for the 2021 Kubota's Hometown Proud Grant Program.

**ITEM BACKGROUND:**

The Kubota Hometown Proud Grant Program will select a deserving community to assist in a local revitalization effort. The City of Navasota will be applying for this grant in an attempt to revitalize the baseball fields and facilities at Manley Park. Kubota will provide \$100,000 and a no-cost loan of select Kubota equipment, valued up to \$50,000, to complete the project.

**BUDGETARY AND FINANCIAL SUMMARY:**

None

**STAFF RECOMMENDATION:**

Staff recommends authorizing staff to submit an application for the 2021 Kubota Hometown Proud Grant Program.

**ATTACHMENTS:**

1. Kubota 2021 Hometown Proud Grant Information
2. Manley Park

Submit YOUR Community Project for Kubota's

# HOMETOWN PROUD

Grant Program

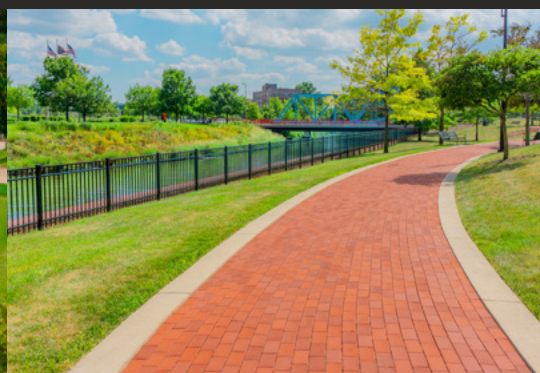
**One Deserving Community to Receive \$100,000 plus  
use of Kubota Equipment for a Local Revitalization Effort**

**Visit [KubotaHometownProud.com](https://KubotaHometownProud.com) between now and April 27, 2021 to apply.**



**Your community. Your vision. Our mission is to help you build it.**

In the spirit of *Together We Do More*, we want the chance to shine a spotlight on your town to revitalize, refresh, or renovate one deserving project that matters most to your community. Through the new Kubota Hometown Proud grant program, you can submit one community project for grant funding such as updating a ballpark, creating a playground or beautifying a park.



The entries can be submitted by any 501(c)(3) nonprofit organization or municipality and each application can be as diverse and imaginative as your community itself!

## HERE'S HOW TO APPLY:

### STEP 1:

Visit [KubotaHometownProud.com](http://KubotaHometownProud.com) between now and April 27

### STEP 2:

Fill out the easy, online application form to tell us about your community project in need

### STEP 3:

Upload project photos and organization information

**That's it! The top applicants will be notified if they have made it to the next round.**

Then, in May, the public is invited to visit [KubotaHometownProud.com](http://KubotaHometownProud.com) to cast a vote for one of the top five projects. Every voter that casts a vote will be automatically entered into a sweepstakes\* for a chance to win a Kubota residential Z200 Series zero-turn mower or BX Series sub-compact tractor.

## FAQ:

### How does the grant application process work?

From now until **April 27, 2021**, communities across the country are invited to submit a Kubota Hometown Proud grant application for a chance to fund a local revitalization project. To be considered, all grant submissions must be entered by a 501(c)(3) nonprofit status organization or a city, town, or other municipality. **The project must be within a 50-mile radius of an authorized Kubota dealer to qualify.**

### What are the judging criteria for the program?

Once nonprofit or municipality status is verified, along with the location of the proposed community project, all qualifying entries will be reviewed by a panel of judges. The panel will arrive at a total of five (5) finalists using the following criteria to score each application:

- ✓ Demonstrates community's need for revitalization project (0-50 points)
- ✓ Demonstrates the project has a justified need for Kubota equipment (0-25 points)
- ✓ Clearly communicates how the community will benefit long-term from the completion of the project (0-25 points).

### How are the finalist projects reviewed?

The five finalists will be featured on the [KubotaHometownProud.com](http://KubotaHometownProud.com) website in May 2021 and be made available for public vote. The community project with the highest combined score from points and votes will be announced as the winner in July 2021.

### What does the winning community receive?

The community project with the highest combined score from points and votes will receive \$100,000 and a no-cost loan of select Kubota equipment, valued up to \$50,000, to complete the project. The specific Kubota equipment will be determined based on the unique project needs.

For more information:

[hometownproud@kubota.com](mailto:hometownproud@kubota.com) | (916) 492-5331

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**\*Sweepstakes subject to official rules available at [www.KubotaHometownProud.com](http://www.KubotaHometownProud.com) on 5/24/21.**

### NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

Open to municipalities or registered 501c3 organizations that are located in the 50 U.S./D.C. Void outside the 50 U.S./D.C. and where prohibited. Promotion starts at 12:00:01 AM CT on 03/09/21; ends at 11:59:59 PM CT on 06/25/21.

To enter or for full Official Rules, visit [www.KubotaHometownProud.com](http://www.KubotaHometownProud.com).  
Sponsor: Kubota Tractor Corporation, 1000 Kubota Dr, Grapevine, TX 76051-2334.













**CITY OF NAVASOTA  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 10.      **AGENDA DATE:** April 26, 2021

**PREPARED BY:** Rayna Willenbrink, Economic Development  
Specialist

**APPROVED BY:** BS

**ITEM:** Consideration and possible action authorizing submittal of an application for the 2021 T-Mobile Hometown Techover Grant Program.

**ITEM BACKGROUND:**

The T-Mobile Hometown Techover Contest will select a deserving community with a population of less than 50,000 to receive a tech upgrade valued at \$3 million. The chosen recipient will receive:

- \$200,000 smart growth consulting grant
- Refurbished little league tech update
- Public space connectivity upgrades (i.e. library, community center, town square)
- Access to T-Mobile Resources (T-Mobile 10 million and Connection Heroes
- 100 households will receive free wireless service for 1 year, 4 new phones, and a TV
- Free concert with Florida Georgie Line

There is no matching requirement for this contest. To enter we need to submit a photo or video and explain why we should be chosen.

**BUDGETARY AND FINANCIAL SUMMARY:**

None

**STAFF RECOMMENDATION:**



Staff recommends authorizing staff to submit an application for the T-Mobile Hometown Techover Contest.

**ATTACHMENTS:**

1. T-Mobile Techover Contest Information

UN-CARRIER

# Is Your Town Ready for the Selfie of a Lifetime? T-Mobile Unveils Hometown Techover Contest

April 08, 2021

One town. One pic. One MAJOR upgrade. T-Mobile is going Un-carrier on one lucky small town with a tech upgrade valued at \$3 million.



**What's the news:** T-Mobile is offering one lucky town the makeover of their dreams with a tech upgrade valued at \$3 million.

**Why it matters:** This is a once-in-a-lifetime chance for one small town to get a multi-million-dollar Techover and take center stage as the belle of the 5G ball.

**Who it's for:** Anybody who loves their hometown, wants to brag about it and wants to make every other town jealous! If your hometown has a population of 50,000 or less, get to entering at [T-MobileHometownTechover.com](https://www.t-mobile.com/hometowntechover).

**BELLEVUE, Wash. — April 8, 2021** — Rural America, get ready for your closeup. Yesterday, in an event [webcast to the world](#), T-Mobile (NASDAQ: TMUS) detailed the [Magenta wave](#) coming to small town U.S.A. That wave includes an upgrade to 5G phones and plans, a new home broadband option for 10 million rural households — T-Mobile Home Internet — and a commitment to build hundreds of new stores and create 7,500 new jobs supporting the wireless needs of communities all across rural America.

Today, the Un-carrier narrows its focus to just one town: introducing the T-Mobile Hometown Techover, a contest to find a single town in America that can showcase the power of the T-Mobile 5G network, that can be the 5G model for all other cities, towns, hamlets, burgs, parishes, villages or other similarly named community. And entering is as easy as taking a selfie.

The Techover includes goods and services for the community-as-a-whole as well as individual households that, in sum, total more than \$3 MILLION. Among the goodness:

- **Community Grant:** A \$200,000 T-Mobile Hometown Grant and consulting services from Smart Growth America
- **Play Ball:** Little League® field refurbishment including a tech upgrade and [T-Mobile Little League Call Up Grant](#) support
- **Public Space Connectivity:** An Un-carrier style upgrade to a public space like a library, community center or town square
- **Access to T-Mobile Resources:** Concierge enrollment in [T-Mobile's Project 10 Million](#) and [Connecting Heroes](#) programs
- **The full Magenta treatment:** 100 households will get free wireless service and home internet for one year, four new 5G phones and an HD TV
- **And last, but certainly not least, the bash of all bashes!** A FREE concert for the winning town with 18-time chart-topping, multi-platinum duo Florida Georgia Line

**CITY OF NAVASOTA  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 11.      **AGENDA DATE:** April 26, 2021

**PREPARED BY:** Lance M, Hall, Finance Director

**APPROVED BY:** BS

**ITEM:** Consideration and possible action on contract for  
Depository Services for the term August 1, 2021 - July 31, 2025.

**ITEM BACKGROUND:**

The City recently requested proposals for Depository Services. Proposals were opened at 10:00 A.M. March 31, 2021. One (1) bid was received from Citizens State Bank. Currently the city depository services contract is with Citizens State Bank.

**BUDGETARY AND FINANCIAL SUMMARY:**

Citizens State Bank's Bid was for no fees except for \$30.00 fee per item for NSF and \$100.00 fee for Security Purchases per transaction.

They are proposing an interest rate of .20% for any deposit accounts.

These are the same terms as the current contract.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Depository Services Agreement for the term August 1, 2021- July 31, 2025 from Citizens State Bank.

**ATTACHMENTS:**

1. csb bid 033121



March 29, 2021

City of Navasota  
Susie Homeyer-Secretary  
200 E Alpine  
Navasota Tx 77868

RE: Depository Bid

Dear Ms Homeyer:

Citizens State Bank wishes to thank the City of Navasota for giving us the opportunity to once again bid on its depository services. CSB has been the depository for the City in the past and hope that you were as happy with the relationship as we were.

It has always been the philosophy of CSB to submit a simplified bid; hopefully making it a much easier task of analyzing our bid against any others. You will find that we have taken this approach once again.

In the bid you will find that there are no fees or service charges except for the following:

1. A \$30.00 fee per item per account for non-sufficient items with a maximum \$150.00 per day (only if overdrawn for more than 1 banking day)
2. A \$100.00 fee for security purchases per transaction
3. The purchase of new checks/deposits will be at the City's expense

Since almost all of the City's products and services will not be service charged CSB will not be placing the City's accounts on account analysis for the purpose of an earnings credit.

CSB wishes to inform the City that on-line banking is available with our product we call CitizensNet. This product allows the City to view transactions, make transfers and retrieve archived bank statements. The option to have have e-statements with images is also available upon request.

There are 2 attachments included with this depository bid. They are as follows:

1. Independent Auditor's Report
2. FDIC Call Report

Finally CSB is proposing an interest rate of .20% for any deposit accounts. This includes ALL transaction accounts and certificates of deposits regardless of maturity. The combined balances in all of the City's deposit accounts shall not exceed \$20,000,000 at any point.

CSB once again thanks the City for this opportunity and looks forward to allowing us to serve your banking needs.

Respectfully,

Leslie D Schoppe  
VP/Cashier

Local People... Local Decisions...

## **BANK QUESTIONNAIRE**

### **A                    Qualifications and Experience**

- 1                    Citizens State Bank was chartered in 1925. CSB is owned by CSB Delaware Inc, a Delaware holding company; which in turn is owned by CSB Bancshares Inc, a Texas holding company. CSB currently has 138 full time employees.
- 2                    Yes- CSB has a deposit-taking branch in Navasota.
- 3                    The address for our Navasota branch is 9109 Highway 90 South
- 4                    CSB is the current depository for the City of Somerville, City of Snook, City of Caldwell, MHMR Authority of Brazos Valley, Burleson County Commissioners Court, Grimes County Commissioners Court, Somerville ISD and Snook ISD. We have been the depository for most of these entities for many years.
- 5                    CSB is rated a "5" by Bauer Financial Inc on a scale of 1 to 5 with "5" being the highest rating. Also, CSB is considered a well capitalized bank by the regulatory agencies.
- 6                    Audited financial statement enclosed
- 7                    Satisfactory
- 8                    CSB observes the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

### **B                    PERSONNEL**

- 1                    Primary Contact-Stephanie Burzynski
- 2
  - a                    Experience with CSB:  
Leslie Schoppe-46 years in banking; all with CSB  
Stephanie Burzynski-18 years in banking; 13 years with CSB  
Veronica Garza-18 years in banking; 10 years with CSB
  - b                    Employee Rolls:  
Stephanie will be the primary contact person with any day-to-day issues or questions  
Veronica will be the primary contact person with any teller transactions or questions  
Leslie will be the primary contact person about questions concerning the depository agreement
- 3                    The specific customer service representative will be Stephanie Burzynski.

- a Any problems concerning the daily operations shall be directed towards Stephanie Burzynski. Any problems/questions concerning the depository contract or the depository bid process shall be directed towards Leslie Schoppe.
- b Yes, local service support is available at CSB's local branch.

**C** **REFERENCES**

- 1 We have serviced each of the following public entities for over 10 years:  
Jimmy Mynar-Burleson County Auditor (979-567-2331)  
Karla Sparks-Somerville ISD Superintendent (979-596-2153)  
Darrell St Clair-Snook ISD Business Manager (979-272-8140)  
Dan Monson-MHMR Authority of Brazos Valley CFO (979-361-9802)  
John See-City of Snook Mayor (979-272-3021)
- 2 No public sector clients have terminated services in the last 3 years

**D** **BANKING SERVICES**

1 Deposit Processing

- a Branch Location-9109 Highway South, Navasota, Tx
- b Night drop service is available at no charge  
Vault service is not offered  
Remote and branch service is offered at no charge
- c The ledger cutoff for deposits is 5:30 P.M. Monday thru Thursday and 6:00 P.M. on Friday.
- d Armored car service is not provided
- e Immediate credit will be given for all deposits made by the City. In the instance when provisional credit is given the funds will be held no longer than 9 days.
- f The bank can provide a detailed return item transmission to the City. This report will identify the payer's name, depositing location and the type of item being returned.
- g
  - (1) The City will not need to purchase a Remote Deposit scanner; it will be provided by the Bank at no cost.
  - (2) Paper checks will remain with the City for a period no greater than 60 days before being destroyed by shredding. Checks must be secured in a commercially reasonable fashion during the retention period.

2        Availability of Deposits

- a        The Bank shall give immediate availability for on-us deposited items.
- b        Retail lockbox service is not offered.

3        Positive Pay

- a        The Bank requires the City to sign up for Cash Management for positive pay services. This product allows the City to download it's check issuance files, review it's rejected items and notify the Bank of any rejected item returns.
- b        Data transmission via CSB's Cash Management product is used for positive pay files.
- c        The deadline for transmission of positive pay files is 11:30 A.M.
- d        The City will log into CSB's Cash Management product to view it's rejected items. The information on the rejected items will be available by 7:00 A.M. The City will need to notify the Bank by 4:00 P.M. to reject any items.
- e        Payee positive pay is not offered.
- f        Teller positive pay is not offered.

4        Controlled Disbursement (Not Offered)

- a        N/A
- b        N/A
- c        N/A
- d        N/A
- e        N/A

5        Overdraft Charges

- a        There will be no overdraft fees or interest if the overdraft is covered within one business day.
- b        There will be a \$30.00 per check fee if the overdraft is not covered within one business day.
- c        There will be a \$150.00 cap per business day per account.

6        Stop Payments

- a Stop payment orders may be placed by fax or in person. In either case a signed order is required by an authorized City employee. Stop payment can not be placed on line at this time.
- b Stop payment requests are effective immediately.
- c Stop payments can remain in effect indefinitely.
- d Since there is no expiration date for stop payments there is no need to renew the order.

7 ACH Processing

- a Data transmission thru CSB's Cash Management product is used to transmit ACH data.
- b There will be no fee for initiating an ACH transaction.
- c CSB requests that the ACH files be received by 2:00 P.M. two banking days prior to the effective date (1 day for debits). The City's accounts will not be debited until the effective date of the file.  
NOTE: One banking day is acceptable for receiving the ACH files but two banking days is preferred.
- d When an ACH transaction is returned or rejected CSB receives a notification from the Federal Reserve Bank; usually 1-2 days after the effective date. At this point CSB will debit or credit the City's account and notify the City of the name and reason the item was returned/rejected. This notification will be done by mailing a notice or by phone.
- e The Bank does not offer ACH Positive Pay; however any unidentified ACH transaction can be returned up to 60 days after presentment.

8 Wire Processing

- a The City will notify the Bank in writing either by fax or in person of any outgoing wire request. Templates are available for repetitive wires.
- b There are no fees for wire transfers.
- c On-line wire transfers are not offered at this time.
- d Dual control release options are not offered
- e The cutoff for same wire transfers is 3:00 P.M.

9 Balance Reporting

- a N/A
- b N/A



- c N/A
- d N/A
- e N/A
- f N/A
- g N/A
- h N/A
- i N/A

10 Investment Sweep

- a N/A
- b N/A
- c N/A
- d N/A
- e N/A

11 Employee Checking

- a The Bank will cash the City's payroll check without charge. A check cashing agreement is not required.
- b Attached is a list of deposit products which the City's employees may use. CSB does not offer any special deposit products to employees of public entities.

12 Earning Credit Rates

- a The option of compensating balances is not required since all of the City's accounts are service charge free.
- b N/A
- c N/A

**E INVESTMENT CUSTODY SERVICES**

- 1 Custody safekeeping will be handled by The Independent BankersBank, Dallas, Texas, a correspondent bank of CSB's.

- 2 CSB had no custodian accounts for the years 2018, 2019 & 2020.
- 3 The Bank will assist the City in the purchase of certain investments. The City will authorize the bank to act as its agent and not as principal. The City agrees that no extraordinary burden be placed upon the Bank other than due care in the normal course of handling these transactions. There will be a \$100 fee per transaction for this service.
- 4 12:00 noon is the cut-off for all types of securities.
- 5 Interest and dividends will be credited on the payment date.
- 6 Security transactions will be settled on a contractual basis. The Bank will not compensate the City for failed float.
- 7 See attached instructions
- 8
  - a Custody reports will be provided upon request.
  - b The Bank does not provide information to clients through an on-line reporting service. Customized reports are not available.
  - c CSB will send a copy of the confirmation upon delivery.
- 9 A short term vehicle is not offered.
  - a N/A
  - b N/A
  - c N/A
  - d N/A

**F MERCHANT CARD PROCESSING**

- 1 The Bank utilizes a third-party processor called FiTech for its card processing. They have been under contract with CSB for about 18 months.
- 2 The Bank averages about \$5,000 daily volume.
- 3 The merchant card processing system is PCI DSS compliant.
- 4 The City should be able to use its existing equipment.
- 5 Interchange fees are negotiated with the processor (FiTech).
- 6 Internet and telephone transactions are not offered at this time.

- a N/A
- b N/A
- c N/A

- 7 When a card is swiped the details of the transaction is electronically sent to the merchant acquiring bank. The bank transmits the details to the card issuer for authentication. Issuers have various procedures in place to ensure that a transaction is not fraudulent.
- 8 The City should be able to reverse an incorrect authorization as long as the transaction has not settled.
- 9 Funds should be available 2-3 business days after the transaction is settled.
- 10 Settlement is made by ACH; in most cases 2-3 days after settlement.
- 11 The designated contact person in regards to any chargebacks will be Stephanie Burzynski.
- 12 The City can be provided with a password protected log-in to review merchant card transactions.
- 13 The City can determine the number of their employees to access the on-line reporting system.
- 14 Sample reports of merchant card activity is not available.
- 15 The pricing of this service is lower than most. Our vendor, FiTech, negotiates with each customer and in most cases is able to provide their services at a lower cost than their previous processor.

## G **IMPLEMENTATION/CONVERSION**

- 1 Approximately six weeks prior to the contract date CSB would like to begin the conversion process. This should be sufficient time to open new accounts, get signature cards processed, order new checks/deposits, etc.
- 2 Since the City is a current customer of CSB we believe the education/training required should be minimal; however, CSB would provide on-site education/training as needed.

## H **NEW SERVICES & IDEAS**

- 1 The Bank has a history of offering products that we feel will benefit our customer base. As technology evolves the Bank continues to look at ways to improve our customer relationships.

- 2 The Bank keeps customers informed of new products or banking changes thru our website, social media and statement mailouts. The Bank's website is [www.csbtbank.com](http://www.csbtbank.com).
- 3 The Bank feels that the RFP covers all pertinent information; however, the Bank will continue to work with the City concerning any new enhancements or products that may be added in the future.

#### Account Activities

Bank statements should be rendered within five (5) business days after the close of the calendar month. The statements must include deposits made on the last day of the period. The accompanying canceled checks must be arranged in numerical order.

The City proposes to pay for all account services provided by the Bank by keeping a high enough balance to earn enough interest to cover the cost of those services. The method expected to be used for the payment of these services is the direct payment method. If the City pays for account services, the City will require an account analysis each month which will clearly show volume counts, fees charged and total price for servicing each account. The account analysis should also reflect average ledger balances, average uncollected funds, and average collected balances. The City requests an account analysis even if the Bank proposes the services at no cost. Please submit a pro-forma monthly account analysis statement that will be provided to the City as outlined in Appendix A. If the account analysis procedure for the proposing Bank is different from this request, please attach a written explanation and example with the proposal.

**COLLECTED FUNDS POLICY REQUIRED  
BY THE CITY OF NAVASOTA**

The City must receive same-day credit for all funds deposited by 3:00 p.m. The funds must be available for any transactions, including investments that may be executed. If not invested, the funds should earn interest at the rate being paid by the bank submitting a proposal in an amount not less than the effective federal funds rate for the previous business day. The rate must be adjusted daily in accordance with such daily changes as may occur. Any response to this RFP should set out the Bank's agreement with the City's request as to minimum payments for invested funds or state any variance there from by clearly showing either plus or minus "basis points" or points expressed in 100ths of one percentage point, e.g., 7.01% equals seven percent plus one basis point.

**ADDITIONAL ACCOUNT ACTIVITY REQUIREMENTS**

The City requests that the Bank provide a daily account transaction history or ending daily ledger balances, via on-line access or through facsimile in the event the system is down, for cash management purposes. Please list any charges, if any, in Appendix A that would be applicable for this service.

As additional security (in excess of FDIC coverage) for the funds of the City, the Bank shall, in accordance with applicable law, pledge to the City securities that are approved by the City equal to the largest total balances the City maintains in the Bank. Certificates of Deposit and other evidences of deposit shall be collateralized at one hundred two percent (102%) of market or par, whichever is lower, for other securities. The securities so pledged, the amounts thereof and the time for pledging same must satisfy the requirements of V.T.C.A. Government Code, Section 2256.001, et. seq., as amended, and section 2257.001, et seq., as amended. The City reserves the right at any time to reject any securities and the Bank agrees and understands that the City shall have the exclusive right to approve any offered securities. The Finance Director and the City Manager shall have final authority to approve or reject any pledged securities and to determine the adequacy of the securities pledged.

The Bank shall provide the City a report of securities pledged at the end of each month or at any time requested by the City Manager, the Finance Director or other designated representative of the City. This report shall reflect the following information:

- a. Name of Security;Type/Description/CUSIP number;
- b. Par value;
- c. Market value;
- d. Maturity Date; and
- e. Moody's or Standard & Poor's Rating (if applicable).

The securities pledged shall be held in safekeeping by a separate and different bank, approved by the City, which shall be other than the Depository Bank. The securities may be held in the Federal Reserve Bank in an account held jointly in the name of the Bank and the City. The proposed Safekeeping Contract shall provide that the Safekeeping Bank holding the securities shall surrender the same to the City if the City notifies the bank holding the securities of default in the contract between the Bank and the City. In addition, The Collateral Pledge/Security contract shall provide that the Safekeeping Bank shall not require any further notice or authorization from the Bank prior to releasing the pledged securities in safekeeping. The Collateral Pledge/Security contract should further provide that such surrender shall occur upon demand of the City and without either notice or consent of the Depository Bank. The City Attorney of the City shall prepare the Collateral Pledge/Security contract, which shall be signed and approved by the City, the Bank and the Safekeeping Bank prior to the implementation of any contract between the City and the Bank. The original copy of any security receipts shall be filed with the Director of Finance of the City (See Appendix A).

The Safekeeping Contract should meet the requirements set forth in the Financial Institutions Reform Recover and Enforcement Act of 1989 (FIRREA): 1) must be in writing; 2) approved by depository institution Board of Directors or Loan Committee, and reflected in the minutes; 3) official record of institution continuously since executed.

The City must approve all securities pledged. Any substitutions of the securities or reductions in the total amount pledged may be made by and with proper written authorization and approval of the Director of Finance of the City and the City Manager or his designee, except as provided below. All securities pledged shall be United States Government Notes or direct obligations of the United States. In the case of a reduction in securities, the Bank must maintain or have available sufficient collateral when needed to meet normal City balance increases throughout the year.

The City shall endeavor to notify the Bank in advance of any anticipated significant changes in the account balances in order to allow additional securities to be pledged or to have excess securities released.

INVESTMENT ACTIVITIES FOR TERMS  
GREATER THAN 30 DAYS

The City advises any banking institutions submitting a proposal in response to this RFP that it intends to invest its time deposits or funds designated for possible expenditures at least thirty (30) days subsequent to the date of deposit in other institutions or through the use of other investment vehicles, including but not limited to "TexPool", and as such, the Bank should submit a proposal not based upon any reliance of its selection to be the depository of time deposits of the City. The City does, however, advise all bidders that it will consider any proposal to act as depository of its time deposits and shall make a decision as to the best interests of the City to achieve maximization of returns on time deposits and investments. Should the City choose to invest in fully collateralized Certificates of Deposit (CD's) in excess of \$100,000 at the Bank, interest on all CD's purchased from the Bank shall be computed on an actual daily basis (365 days). Accrued interest should be paid on the last day of each month or the maturity date, whichever is earlier. Interest calculations will include the first day in the investment period, but will not include the day of maturity. Payment will be made by crediting the appropriate bank account or paying in accordance with the instructions of the City.

The City requires that even though it has stated its intention to invest most of its available funds in other institutions and utilizing other investment vehicles, as a part of this RFP, the City requires any bank submitting a proposal to also agree to accept time deposits from the City for investment purposes as the City may choose and direct during the term of the Depository Contract. Please complete Appendix C to provide the maximum dollar amount of investments and the minimum and maximum maturity length (in months) that the Bank is willing to accept.

Subject to government regulations, the following is a schedule of terms and rates for single maturity time deposits or Certificates of Deposit to be completed by the Bank. (NOTE: If the proposing bank shall elect not to provide the investment service option, then the proposal shall be submitted with the notation "N/A". If, however, the bank submitting a proposal shall have previously established a business practice, procedure or condition which limits or restricts its ability to provide time investment services, then please attach to the proposal a statement and full explanation of such business practice, procedure or condition which limits or restricts its ability to provide time investment services.)

**CERTIFICATES OF DEPOSIT- \$100,000 OR MORE FOR TERMS**  
**GREATER THAN 30 DAYS**

<u>MATURITY</u>	<u>BASE</u>	<u>ADJUSTMENT TO BASE</u>
30 - 59 days	<u>N/A</u>	Plus/minus _____basis points
60 - 89 days	<u>N/A</u>	Plus/minus _____basis points
90 - 119 days	<u>.20%</u>	Plus/minus <u>None</u> basis points
120 - 149 days	<u>N/A</u>	Plus/minus _____basis points
150 - 179 days	<u>N/A</u>	Plus/minus _____basis points
180 - 209 days	<u>.20%</u>	Plus/minus <u>None</u> basis points
210 - 239 days	<u>N/A</u>	Plus/minus _____basis points
240 - 269 days	<u>N/A</u>	Plus/minus _____basis points
270 - 299 days	<u>N/A</u>	Plus/minus _____basis points
300 - 329 days	<u>N/A</u>	Plus/minus _____basis points
330 - 365 days	<u>.20%</u>	Plus/minus <u>None</u> basis points
Over 365 days (1)	<u>N/A</u>	Plus/minus <u>None</u> basis points

(1) It is not anticipated that any maturity will exceed one (1) year (365 days).

The proposals will be evaluated evenly weighing each investment bracket. The Bank Agrees to honor and continue any investments made during the term of the Depository Contract that will mature after the expiration date of the Depository Contract at the same rate established before the expiration of the Depository Contract.



## **CITY DEPOSITORY RULES AND REGULATIONS**

The City has adopted ordinances and/or policies and procedures regarding investment transactions and investment philosophy. The ordinances and/or policies have been reviewed and approved by City Council and may be changed, modified, repealed or otherwise reviewed during the term of the Depository Contract with or without notice to the Bank. The selected Depository Bank is put on notice that it should request a copy of such rules and regulations and that the same may be changed, modified, or repealed during the term of the Depository Contract with or without notice to the Bank.

It is the City's desire that rate quotes received for Certificates of Deposit must at least equal or exceed the bond equivalent yield for other allowable investment instruments (For example: U.S. Government securities) with a similar maturity. As stated previously, the City reserves the right to invest directly into other allowable investment instruments.

In the event the City elects to invest directly or sell other allowable investment instruments, the City may request that the Bank execute the order and effect the transaction. The City will desire for the Bank to show that at least three (3) telephone bids were taken and a summary will be provided showing rates, bidders, time of bid, and any other information that will provide documentation of the bidding process that may be reviewed by the City and its independent auditors. Should this investment alternative be selected, list the charges, if any, in Appendix A that would be made to the City's account for executing the order or for safekeeping the securities.

The City reserves the right to use other institutions, such as a broker/dealer or public funds investment pool, in order to execute the purchase or sale of other allowable investment instruments, in accordance with the City's investment ordinances and policies that currently exist as may be later amended or repealed.

## **OVERDRAFTS**

The City does not intend to have a net overdraft position throughout the course of the Depository Contract. An overdraft is defined as a negative demand balance, less reserve requirements, in the City accounts collectively, not by individual account.

In the event a check or checks are presented for payment on any account or accounts of the City where there shall be insufficient funds for the purpose of paying checks, then the Bank agrees to promptly notify the Director of Finance of the City or the City Manager, by telephone or other means, of the existence of the overdraft situation and to provide the Director of Finance or City Manager a period not exceeding one (1) business day to respond to such overdraft. The Bank agrees to honor checks presented for payment in the event there is insufficient funds in the account or accounts.

- a. The maximum number of days of an overdraft that will be allowed is   5  ?
- b. The maximum amount of overdraft that will be allowed is \$  100,000 ?
- c. The interest rate will be  -0-  per annum computed on an actual day basis?

### **OTHER STIPULATIONS**

- a. The Bank will notify the City in writing within ten (10) days of any changes in Federal or State regulations or laws that would thereafter affect the Depository Contract. The Bank shall also notify the City of any services that become available to the City throughout the Contract period that in the view of the Bank would be beneficial to the City. The City also notifies any banking institution submitting a proposal that it intends to implement such new practices and procedures that it finds beneficial and appropriate.
- b. Notification of incoming wire or other electronic transfers shall be made within one (1) hour of the transaction and a duplicate copy furnished to the City within twenty-four (24) hours.
- c. The Bank, as part of this RFP, agrees that all records relating to the City's accounts shall be open to review by either City staff members or City-appointed independent auditors during normal business hours.
- d. In order to qualify as the Depository Bank for the City, the proposer must certify in writing (signed by an authorized officer) that the proposer institution meets or exceeds the prior ratios. In addition, the required certification must be reaffirmed in writing by the middle of the month following each quarter in similar manner that it maintains or exceeds the stated ratio. Should a selected Depository Bank fail to either re-certify quarterly or fall below the stated levels, the City may terminate the Depository Contract and select another Depository Bank in accordance with State laws. The required certification shall be in the form of an affidavit and contain an attestation by an authorized officer of the Bank.

Capital ratio of at least six percent (6%), defined as primary capital divided by total assets (expressed as a percentage);

- e. The Bank will submit a copy of each year's audited annual financial statements and the subsequent quarterly supplements to the City as soon as available.

- f. Should the Bank fail, close or be forced into reorganization during the term of the Depository Contract, the City reserves the right to terminate the Depository Contract and seek new applications for depository services.
- g. The City reserves the right to award a contract for demand deposits and depository services separately. The City desires to award the contract for demand deposits and depository services to one bank, but may award the contract for time deposits (investments) to more than one bank, including the Depository Bank.
- h. Deposits of the City are made daily by the Navasota Finance Department, therefore the proximity of the financial institution's nearest branch will be taken into consideration in the evaluation of the Proposals.

### **PROPOSAL INSTRUCTIONS/REQUIREMENTS**

Sealed proposals in duplicate clearly marked "Application for Banking Depository Services" should be delivered to the following person by 10:00 a.m., Wednesday March 31, 2021.

City of Navasota  
Susie Homeyer  
City Secretary  
P.O. Box 910  
200 E. McAlpine  
Navasota, TX 77868

**NO PROPOSAL WILL BE RECEIVED AFTER 10:00 A.M.**

*The proposing bank should use this RF form as the OFFICIAL PROPOSAL FORM to submit rates and to answer questions. Any alterations, changes or deletions to this RFP may be grounds for the City to disregard and reject the RFP and the proposal. Any deviations from the stipulations in this RFP must also be noted in the proposal or attachments.*

*The City reserves the right to request additional information or to meet with representatives from proposing organizations to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation.*

*The City reserves the right to reject any and all proposals and to waive any minor technicalities in the proposal.*

*Any amendments to this RFP after receipt by bidders will be made only by written documentation to all proposing institutions.*

*The Bank states that it is an authorized financial institution, i.e., Bank, Credit Union, Savings and Loan, as defined by V.T.C.A., Local Government Code, Sec. 105.001, et. seq., as amended.*

*The Bank states that it is an institution having its principal place of business in the State of Texas.*

*The City or the Bank may require a review meeting at least once every six months to evaluate the working relationship between the City and the Bank. The objective will be to address any problems and to seek a responsible solution.*

*The Navasota City Council will make the final appointment of the Bank. The bidder will be required to enter into a Depository Contract, which incorporates all of the obligatory points in this RFP.*

*This RFP has been duly advertised and is being offered for consideration to financial institutions inside the corporate city limits of the City, as permitted by State law.*

*Upon being awarded the Depository Contract, the Bank shall designate an individual to be the official contact person for all correspondence. The City shall do the same. Both the City and the Bank shall be responsible for training and communicating the terms of the Depository Contract to their respective employees.*

*This proposal is submitted by the following person who is duly authorized to act on behalf of the Bank:*

Leslie D Schoppe-EVP/Cashier

Print Officer's Name and Title

Leslie D. Selby

Officer's Signature

Citizens State Bank

Name of Bank

PO Box 518, Somerville, Texas, 77879

Address City, State, Zip Code

979-596-1421

979-596-2078

Area Code and Phone Number

Area Code and FAX Number

# **APPENDIX A**

## **BANK ACCOUNT ACTIVITY**

### **Current Accounts**

**AP Imprest  
Payroll ZBA to AP  
Hotel Motel  
General Fund  
Gas System  
Co USDA  
CO 2009 Bond  
CO 2016 Refunding  
Fireman Relief  
Capital Projects  
Investment Money Market  
Cable Peg Fee  
Police Special  
EDC  
General Fund Airport  
PD Public Funds  
Foundation For Community Projects**

**Account Activity Details****General Account Services**

DepositSupervisory Fee

Account Maintenance

ZBA Services

*ZBA Parent Acct**ZBA Child Acct*

Checks Paid - Debit

Deposit Credits

ACH Debits

ACH Credits

Image Statement

Online Bank Stmt

**Depository Services**

Branch Deposit Items

Remote Deposit Services

*Per Scanner Location**Per Remote Deposit Item*

Returned Deposit Items

Return Dep Item Imaging Report

*RDI Items/Images Reported**RDI Images Retrieved***Cash Processing Services**

Branch Cash Deposit

**Disbursement Services**

CD ROM Maintenance

*CDROM per item**CDROM per stmt Cutoff*

Online Image Postive Pay w/o Reconciliation

*Pos Pay Exceptions**Pos Pay per item***General ACH Services**

Enhanced ACH Authorizatio (Filter)

**ACH Services - Online**

ACH Maintenance

ACH Debit - Per Item

ACH Credits - Per Item

ACH Input Fee

ACH Returns Report

**Online Information Services - E-Access**

Information Reporting Maintenance - 1st Acct

Information Reporting Maintenance - Additional Accts

Account Alerts

**Wire Services**

Online Wire Transfer Maintenance - 1st Acct

Online Wire Transfer Maintenance - Additional Accts

Online Wire Transfer - Outgoing Domestic Repetitive

Book Transfer

**Investment Custody Services**

Safekeeping

# APPENDIX B

## MAXIMUM/MINIMUM INVESTMENTS

1. What is the maximum maturity length of an individual investment instrument the Bank is willing to accept?

365 (days)

2. What is the minimum maturity length of an individual investment instrument the Bank is willing to accept?

90 (days)

3. What is the maximum amount of an individual investment instrument the Bank is willing to accept?

\$ 1,000,000 (dollars)

4. What is the minimum amount of an individual investment instrument the Bank is willing to accept?

\$ 100,000 (dollars)

5. What is the total maximum dollar amount of investments (Certificates of Deposit) the Bank is willing to accept?

\$ No maximum (~~dollars~~) as long as the City's combined balances do not exceed the City's cap of \$20,000,000

6. What is the total maximum dollar amount of pledged collateral securities the Bank is willing to pledge?

\$ 102% (~~dollars~~) of the City's total combined balances



**CITY OF NAVASOTA  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 12.      **AGENDA DATE:** April 26, 2021

**PREPARED BY:** Lance Hall, Finance Director

**APPROVED BY:** BS

**ITEM:** Review the City of Navasota Quarterly Investment Report for quarter ending 03-31-2021.

**ITEM BACKGROUND:**

Chapter 2256 of the Government Code, commonly known as the "Public Funds Investment Act", requires a city to provide the governing body with an investment report for review on a quarterly basis.

**BUDGETARY AND FINANCIAL SUMMARY:**

**STAFF RECOMMENDATION:**

Staff recommends reviewing the City of Navasota Quarterly Investment Report ending March 31, 2021.

**ATTACHMENTS:**

1. Quarterly Investment Report for 03/31/2021

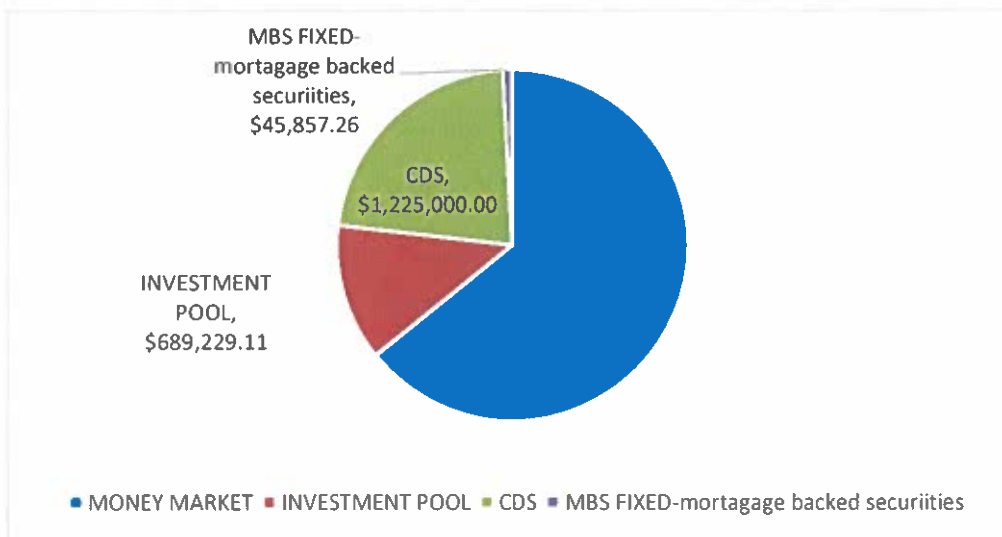
QUARTERLY SUMMARY FOR PERIOD ENDING

03/31/2021

BEGINNING BOOK VALUE	\$5,472,490.29
BEGINNING MARKET VALUE	\$5,475,281.71
ENDING BOOK VALUE	\$5,477,588.24
ENDING MARKET VALUE	\$5,478,883.80
CHANGE IN MARKET VALUE	\$3,602.09
weighted average maturity	6.071

PORTFOLIO BREAKDOWN

MONEY MARKET	\$3,518,797.43
INVESTMENT POOL	\$689,229.11
CDS	\$1,225,000.00
MBS FIXED-mortgage backed securities	\$45,857.26



PORTFOLIO BREAKDOWN BY MATURITY

YEARS	0-1	\$4,453,638.83
YEARS	1-2	\$535,244.97
YEARS	2-3	\$245,000.00
YEARS	3-4	
YEARS	4-5	\$245,000.00
YEARS	5-	

\$5,478,883.80

THIS REPORT HAS BEEN PREPARED IN COMPLIANCE WITH THE INVESTMENT POLICY  
OF THE CITY OF NAVASOTA AND THE PFIA

INVESTMENT OFFICER  
FINANCE DIRECTOR

INVESTMENT OFFICER  
CITY MANAGER

**CITY OF NAVASOTA  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 13.      **AGENDA DATE:** April 26, 2021

**PREPARED BY:** Susie M. Homeyer, City Secretary

**APPROVED BY: BS**

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

Consent Items are:

A. Consideration and possible action on the second reading of Ordinance No. 960-21, regarding placement of stop signs at the intersection of Carriage Lane and Mockingbird Street, regulating traffic traveling south on Carriage Lane. The intersection of Heritage Drive and Meadow Lake Drive, regulating traffic traveling west on Heritage Drive. The intersection of Meadow Lake Drive and Heritage Drive, regulating traffic traveling south on Meadow Lake Drive; and

B. Consideration and possible action on the second reading of Ordinance No. 961-21, budget amendment for airport Improvements.

**ITEM BACKGROUND:**

**BUDGETARY AND FINANCIAL SUMMARY:**

**STAFF RECOMMENDATION:**

Staff recommends approval of the consent agenda items which includes the second reading of Ordinance No. 960-21, regarding placement of stop signs at the intersection of Carriage Lane and Mockingbird Street, regulating traffic traveling south on Carriage Lane. The intersection of Heritage Drive and Meadow Lake Drive, regulating traffic traveling west on Heritage Drive. The intersection of Meadow Lake Drive and Heritage Drive, regulating traffic traveling south on Meadow Lake Drive; and the second reading of Ordinance No. 961-21, budget amendment for airport Improvements.

**ATTACHMENTS:**

1. Ordinance No. 960-21
2. Ordinance No. 961-21

**ORDINANCE NO. 960-21**

**AN ORDINANCE OF THE CITY OF NAVASOTA, TEXAS,  
DESIGNATING CERTAIN INTERSECTIONS AS STOP  
INTERSECTIONS; AND DIRECTING THE STREET  
SUPERINTENDENT TO INSTALL STOP SIGNS AT SAID  
INTERSECTIONS; PROVIDING FOR CUMULATIVE EFFECT;  
PROVIDING FOR A SEVERABILITY AND REPEALER CLAUSE;  
PROVIDING FOR AN EFFECTIVE DATE; AND FINDING  
PROPER NOTICE OF MEETING.**

**WHEREAS**, the City Council of the City of Navasota ("City"), according to Chapter 12, Article 12.02 of the City of Navasota Code of Ordinances, may designate stop intersections and direct the Street Superintendent to install appropriate signage on City streets; and

**WHEREAS**, the City Council desires to have stop signs installed at certain street intersections in the City; and

**WHEREAS**, the City Council finds and determines that it is in the best interest of the City to designate the intersections described herein below as stop intersections and install stop signs at said intersections in order to promote the public health, safety, and general welfare;

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

**SECTION 1. FINDINGS INCORPORATED**

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

**SECTION 2.** The following intersections shall be designated as stop intersections and the installation of stop signs shall be made as follows:

The intersection of Carriage Lane and Mockingbird Street, regulating traffic traveling south on Carriage Lane.

The intersection of Heritage Drive and Meadow Lake Drive, regulating traffic traveling west on Heritage Drive.

The intersection of Meadow Lake Drive and Heritage Drive, regulating traffic traveling south on Meadow Lake Drive.

The intersection of Mockingbird Street and Meadow Lake Drive, regulating traffic traveling west on Mockingbird Street.

The intersection of Heritage Drive and Carriage Lane, regulating traffic traveling west and east on Heritage Drive.

### **SECTION 3. CUMULATIVE EFFECT**

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

### **SECTION 4. SEVERABILITY CLAUSE**

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

### **SECTION 5. REPEALER CLAUSE**

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

### **SECTION 6. EFFECTIVE DATE**

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

### **SECTION 7. NOTICE OF MEETING**

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

**PASSED ON FIRST READING THIS THE 12<sup>TH</sup> DAY OF APRIL, 2021.**

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**BERT MILLER, MAYOR**

**ATTEST:**

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**SUSIE M. HOMEYER, CITY SECRETARY**

**PASSED ON SECOND AND FINAL READING THIS 26<sup>TH</sup> DAY OF APRIL,  
2021.**

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**BERT MILLER, MAYOR**

**ATTEST:**

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**SUSIE M. HOMEYER, CITY SECRETARY**

**ORDINANCE NO. 961-21**

**AN ORDINANCE OF THE CITY OF NAVASOTA, TEXAS,  
AMENDING THE BUDGET FOR THE CITY OF NAVASOTA,  
TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1,  
2020 AND ENDING SEPTEMBER 30, 2021; AND PROVIDING  
AN EFFECTIVE DATE.**

**WHEREAS**, due to unforeseen circumstances, and unexpected costs, the City of Navasota hereby amends the budget to cover the unexpected costs and expenditures experienced by the City of Navasota during the fiscal year beginning October 1, 2020 and ending September 30, 2021.

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

**SECTION 1.** That the budget for Fiscal Year beginning October 1, 2020 and ending September 30, 2021 be amended by adding the amount of funds listed to the following budget items:

- Airport - Airport Improvements - \$54,800.00

**SECTION 2.** This ordinance shall take effect from and after approval on second reading.

**PASSED AND APPROVED ON FIRST READING THIS THE 12<sup>TH</sup> DAY OF  
APRIL, 2021.**

---

**BERT MILLER, MAYOR**

**ATTEST:**

---

**SUSIE M. HOMEYER, CITY SECRETARY**



**PASSED AND APPROVED ON SECOND READING THIS THE 26<sup>TH</sup> DAY OF  
APRIL, 2021.**

---

**BERT MILLER, MAYOR**

**ATTEST:**

---

**SUSIE M. HOMEYER, CITY SECRETARY**

**CITY OF NAVASOTA  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 14.      **AGENDA DATE:** April 26, 2021

**PREPARED BY:** Susie M. Homeyer, City Secretary

**APPROVED BY:** BS

**ITEM:** Executive Session: The City Council shall meet in Executive Session as permitted by Section 551.087, Texas Government Code, for the purpose of deliberation regarding economic development negotiations with J & H Navasota Development, LLC regarding a potential Development Agreement.

**ITEM BACKGROUND:**

The time is \_\_\_\_\_p.m.

**BUDGETARY AND FINANCIAL SUMMARY:**

**STAFF RECOMMENDATION:**

Staff recommends the City Council convene into Executive Session.

**ATTACHMENTS:**

1. Potential Development Agreement

**PROPOSED DEVELOPMENT AGREEMENT  
SUBJECT TO CHANGE FOLLOWING REVIEW**

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

## **DEVELOPMENT AGREEMENT**

**STATE OF TEXAS           §**  
  §  
**COUNTY OF GRIMES       §**

This Development Agreement ("Agreement") is between the City of Navasota, Texas, a Texas Home Rule City (the "City") and J & H Navasota Development, LLC, a Texas limited liability company ("J & H"). In this Agreement, the City and J & H are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

### **RECITALS**

J & H owns approximately 102.4197 acres of land (the "Land"), currently located, in Grimes County, Texas (the "County") comprising Phase III of the Pecan Lakes Subdivision. The Land is that tract or parcel of land described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes. J & H desires that the Land be governed by this Agreement.

J & H intends to develop the Land for single-family residential purposes in accordance with the applicable ordinances and regulations of the CITY, and in this Agreement, the Land as it will be developed by J & H, and the other improvements to be constructed and obligations to be performed by J & H, are sometimes referred to herein as the "Project." J & H intends to make a significant investment in developing the Land over the period of this Agreement.

J & H and the City wish to enter into this Agreement to encourage appropriate planning of the Project, provide for specific requirements of J & H and the City throughout the term of this Agreement, to provide for J & H's commitment concerning the installation of natural gas infrastructure lines and a new roadway as shown on Exhibit "B" during the development of the Land that will benefit the present and future residents of the City and the County.

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 is successfully developed.

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 J & H 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 J & H.

**Applicable Fees:** The fees and charges to be paid by J & H to the City with respect to the permits, utility extensions, services, development of the Land, and other fees as provided for in this Agreement.

**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 city.

**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 for five (5) years thereafter.

**Land:** Approximately 102.4197 acres of land, currently situated in the city limits of the City of Navasota, Grimes County, Texas. The Land is that tract or parcel of land described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

**J & H:** J & H Navasota Development, 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 J & H pursuant to this Agreement such as the construction of Pecan Lakes Drive as shown on Exhibit "B".

Street System: shall mean the street system, including paved streets and roads, entrance streets, arterial streets, main feeder streets and internal streets that will serve the Land.

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 and extraterritorial jurisdiction 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, the development of necessary utility facilities and other infrastructure, the provision of other municipal services, and the development of a balanced community that includes residential uses.

2.2 Environmental Protection. J & H will implement compliance with all federal, state and local natural resource laws and regulations, to the extent applicable, in the development and improvement of the Land.

## **ARTICLE 3**

### **WATER, WASTEWATER AND GAS**

3.1 Extension of Public Utilities to the Land. J & H desires to have the City's water, wastewater and gas utility systems serve the Land. The City has sufficient water, wastewater and gas utility capacity, and the City hereby agrees to provide water, wastewater and gas utility service to the Land, upon J & H'S extension of the water, wastewater and gas utility systems to the Land in accordance with the Applicable Rules.

3.2 Utility Improvements by J & H. J & H shall be responsible for the design, engineering, construction and all other costs related to the provision of water, wastewater and gas utility services to or within the boundaries of the Land. J & H shall provide all necessary gas utility infrastructure and lines, including but not limited to gas utility taps, so that each lot on the Land may be provided gas utility service by the City. The gas utility infrastructure and lines shall include "looping the mains to Fairway Drive along the proposed Pecan Lakes Drive and HWY 105 E" in accordance with any and all specifications required by the City. All design, engineering and construction shall be performed by J & H and be in accordance with the Applicable Rules and according to plans approved by the City.

3.3 City's Obligation for Infrastructure. The City shall provide the materials required for looping the gas main and a grant pursuant to Chapter 380, Texas Local Government Code, to J & H in a lump sum payment of Twelve Thousand and No/100 Dollars (\$12,000.00) to reimburse J & H for the engineering and construction cost associated with looping the gas main. J & H intends to sell lots to be used by purchasers for the

construction of residential dwellings. The formula used to calculate J & H's additional grants under this Agreement shall be based on the number of homes connected to the City's gas utility and shall be calculated as follows: Upon the request of a homeowner that gas service be provided for any such residential dwelling upon a lot within the boundaries of the Land, the City shall pay to J & H Four Hundred Dollars and No/100 (\$400.00), per residential dwelling, in the form of a grant pursuant to Chapter 380, Texas Local Government Code, within thirty (30) days after gas service is provided to the residential dwelling. The total amount of grants paid to J & H for all residential dwellings served pursuant to this Section 3.3 shall not exceed Seventy-Three Thousand Two Hundred Dollars and No/100 (\$73,200.00). Payments under this provision shall be made only to J & H, or any other party that, by written instrument, expressly assumes the obligations imposed on J & H by this Agreement, and in no event shall any payment be made to any party who purchases a lot or lots within the boundaries of the Land without also expressly assuming the obligations imposed herein. Notwithstanding anything contained herein to the contrary, no payments shall be made to J & H until Pecan Lakes Drive is constructed as shown on Exhibit "B" and in accordance with the Applicable Rules.

#### **ARTICLE 4**

#### **STREETS AND ROADS; LIGHTING; DRAINAGE**

#### **AND STORM WATER CONTROL IMPROVEMENTS**

4.1 Street System. The street system serving and situated within the Land shall be constructed as shown on the final plat of the Land. J & H shall also construct Pecan Lakes Drive to connect the Land to SH 105 as shown on Exhibit "B". The street system and Pecan Lakes Drive shall be designed and constructed in accordance with the standards contained in the Applicable Rules. Upon J & H's dedication of the street improvements to the City, and express written acceptance of the street improvements by the City, the City shall be responsible for the maintenance of the street improvements, except to the extent any maintenance or repairs are covered by fiscal security required by Applicable Rules.

4.2 Street Lighting. J & H shall install street lighting in the Project in accordance with Applicable Rules.

4.3 Drainage and Storm Water Control Improvements. J & H, its successors and/or assigns will construct the Drainage and Storm Water Control Improvements on the Land in accordance with Applicable Rules. J & H will maintain and operate all storm water and other drainage facilities that are not dedicated to and accepted by the City, including all drainage easements within the Land.

#### **ARTICLE 5**

#### **PLATS, BUILDING CODES, BUILDING PERMITS, INSPECTION**

5.1 Plats. All development shall be governed by preliminary and final plats for portions of the Land that are approved, from time to time, by the City in accordance with this Agreement and the Applicable Rules.

5.2 Jurisdiction. City shall have exclusive jurisdiction over the review and approval of preliminary plats and final plats, which review and approvals shall be performed in accordance with the Applicable Rules and this Agreement. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions.

5.3 Procedures. Preliminary plats and final plats shall be reviewed in accordance with the procedures set forth in the Applicable Rules.

5.4 Construction Inspection. The City shall have the right, from time to time, to inspect the construction of any 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. J & H shall be responsible for payment of the inspection fees as provided for in the Applicable Rules.

## **ARTICLE 6**

### **TAX LEVY; OBLIGATIONS NOT DEBT**

In order to provide for the payment of its obligations under this Agreement, the City will, if necessary, levy, within the limits prescribed by law, for the current year and each succeeding year thereafter, while its obligations under this Agreement remain in effect, an ad valorem tax upon all taxable property within the City sufficient to pay the City's obligations under this Agreement, including the payment of interest and to create and provide for a sinking fund of not less than two percent (2%) of the principal amount of the City's obligations under this Agreement, with full allowance being made for tax delinquencies and the costs of tax collection, and such taxes, when collected shall be applied to the payment of the City's obligations under this Agreement and to no other purpose. The City hereby finds and declares that the existing and available taxing authority of the City for such purposes is adequate to permit a legally sufficient tax. The City acknowledges and agree 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 party to create an interest and sinking fund adequate to pay at least 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 J & H 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 8**

### **FEES; FISCAL SECURITY**

8.1 Fees. J & H agrees to timely pay any and all fees, costs, payments, taxes, expenses, deposits and plan review/inspection fees as set forth in the Applicable Rules, this Agreement, or otherwise required by law.

## **ARTICLE 9**

### **TERM, AUTHORITY AND VESTING OF RIGHTS**

9.1 Term.

9.1.1 Term. The term of this Agreement will commence on the Effective Date and continue for five (5) years thereafter ("Term"), unless sooner terminated under this Agreement. After the Term, the Agreement may be extended by mutual agreement of the Parties.

9.1.2 Extensions. The Parties agree that neither the City nor J & H is under any obligation to renew this Agreement after the Term.

9.1.3 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.

9.1.4 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 J & H 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.

9.2 Authority. This Agreement is entered under the statutory authority of Chapter 51, Chapter 212, Subchapter G, Section 212.171 et seq., 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.

9.3 Vesting of Rights. As of the Vesting Date, J & H 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 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, J & H has vested authority to develop the Land in accordance with the Applicable Rules, as modified by any exceptions contained in this Agreement.

9.4 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.

9.5 Cooperation. The City and J & H each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

9.6 Indemnification; Litigation. **J & H AGREES TO INDEMNIFY AND HOLD CITY, ITS ELECTED OFFICIALS, 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 MAY ARISE OUT OF OR BE OCCASIONED OR CAUSED BY ANY WILLFUL MISCONDUCT OR NEGLIGENT ACT, ERROR, OR OMISSION OF J & H, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, AGENT OR EMPLOYEE OF J & H, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES 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 MISCONDUCT OR GROSS NEGLIGENCE OF CITY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS OR VOLUNTEERS, IN INSTANCES WHERE SUCH GROSS NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT J & H 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.**

J & H shall advise CITY in writing within 24 hours of any claim or demand against CITY or J & H known to J & H related to or arising out of J & H's 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, J & H 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 10**  
**GENERAL PROVISIONS**

**10.1 Assignment; Binding Effect.**

10.1.1 This Agreement, and the rights and obligations of J & H hereunder, may be assigned by J & H 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, J & H 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 10 and this Agreement shall be void and of no effect.

10.1.2 If J & H assigns its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and J & H will be severable, and J & H 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.

10.1.3 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.

10.2 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.

10.3 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.

10.4 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.

10.5 Mortgagee Protection. This Agreement will not affect the right of J & H 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:

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

10.5.2 The City will, upon written request of a Lender given in compliance with Section 10.16, provide the Lender with a copy of any written notice of default given to J & H under this Agreement within ten (10) days of the date such notice is given to J & H.

10.5.3 In the event of default by J & H under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to J & H, either under this Agreement or under the notice of default.

10.5.4 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 J & H 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 J & H under this Agreement that relate to the property in question have been paid or performed.

10.6 Certificate of Compliance. Within thirty (30) days of written request by either Party given accordance with Section 10.16, 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.

10.7 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.

10.8 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.

10.9 Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws. However, notwithstanding any other provision herein, J & H hereby voluntarily elects to waive any and all rights granted to J & H under the Private Real Property Right Preservation Act, Texas Government Code, Chapter 2007, as amended.

10.10 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.

10.11 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 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.

10.12 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.

10.13 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.

10.14 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.

10.15 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. J & H certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its bylaws and other legal requirements.

10.16 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:	Brad Stafford, City Manager
	City of Navasota
	200 E. McAlpine
	Navasota, Texas 77868-3028
	Telephone: (936) 825-6408
	Facsimile: (936) 825-2403

bstafford@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

J & H: J & H Navasota Development, LLC  
c/o James Hassell  
7199 Hassell Lane, Navasota 77868  
(713) 254-2571  
Jameshassell2013@gmail.com

Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either City or J & H 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 effected or on the delivery date or attempted delivery date shown on the return receipt or facsimile confirmation.

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

Exhibit A - Metes and Bounds Description of the Land  
Exhibit B - Pecan Lakes Drive Preliminary Plans

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**

By: \_\_\_\_\_  
Hon. Bert Miller, Mayor

Date: \_\_\_\_\_

**STATE OF TEXAS**      §  
                                     §

**COUNTY OF GRIMES     §**

      This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Bert Miller, the Mayor of the City Navasota, a Texas home-rule city, on behalf of the City.

\_\_\_\_\_  
Notary Public in and for the State of Texas

(NOTARY SEAL)



**J & H Navasota Development, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF TEXAS**                      §

§

COUNTY OF GRIMES §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by James Hassell, President of J & H Navasota Development, LLC a Texas limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

(NOTARY SEAL)

Exhibit "A"

METES AND BOUNDS DESCRIPTION  
OF A 102.4197 ACRE TRACT OF LAND IN  
THE JAMES WHITESIDES SURVEY, A-62 AND  
THE DANIEL TYLER SURVEY, A-55  
GRIMES COUNTY, TEXAS  
FOR PURPOSE OF ANNEXATION AND ZONING

All that certain tract or parcel of land, containing 102.4197 acres, in the James Whitesides Survey, Abstract 62, (A-62), and the Daniel Tyler Survey, A-55, Grimes County, Texas, being comprised of all of a 57.6204 acre tract of land as described in a deed filed for record in Volume 1711, Page 676, Real Property Records Grimes County, (R.P.R.G.C.), all of a 43.9641 acre tract of land as described in a deed filed for record in Volume 1676, Page 320, (R.P.R.G.C.), and in Volume 1677, Page 31, (R.P.R.G.C.), a 0.3736 acre portion of a call 1.2275 acre tract of land, said call 1.2275 acre tract of land being described in a deed filed for record in Volume 1676, Page 324, (R.P.R.G.C.), and a 0.4616 acre portion of the remainder of a call 27.49 acre tract of land being Tract Two, said Tract Two being described in a deed filed for record in Volume 1684, Page 451, (R.P.R.G.C.), said 102.4197 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at an axle found in the south right-of-way line of State Highway 105, said point marking the northwest corner of the remainder of a call 291.136 acre tract of land as described in a deed filed for record in Volume 827, Page 500, (R.P.R.G.C.), and the northeast corner of the remainder of a call 26.469 acre tract of land as described in a deed filed for record in Volume 1247, Page 579, (R.P.R.G.C.);

THENCE S 01°18'45" E along the common line of the remainder of said call 291.136 acre tract of land and the remainder of said call 26.469 acre tract of land as described in Volume 1247, Page 579, (R.P.R.G.C.), a distance of 1,170.49 feet to a ¾" iron rod with "EIC" cap found marking the southwest corner of the remainder of said call 291.136 acre tract of land, the northwest corner of Reserve "A", Block 6, of Pecan Lakes Estates Phase 2, a subdivision recorded in Volume 1703, Page 286, (R.P.R.G.C.), Slide Number 200, the northwest corner of said Pecan Lakes Estates Phase 2, the southeast corner of the remainder of said call 26.469 acre tract of land as described in Volume 1247, Page 579, (R.P.R.G.C.), the northeast corner of said 43.9641 acre tract of land, and the northeast corner and POINT OF BEGINNING of the herein described 102.4197 acre tract of land;

THENCE S 01°18'45" E, along the common line of said Reserve "A", Block 6, said 43.9641 acre tract of land, and the herein described 102.4197 acre tract of land, a distance of 71.46 feet to a 5/8" iron rod found in the apparent south line of said Daniel Tyler Survey and the apparent north line of said James Whitesides Survey, marking an interior corner of said 43.9641 acre tract of land, the southwest corner of said Reserve "A", Block 6, and an interior corner of the herein described 102.4197 acre tract of land;

THENCE N 89°00'45" E, along the common line of said James Whitesides Survey, said Daniel Tyler Survey, said Reserve "A", Block 6, said 43.9641 acre tract of land, and the herein described 102.4197 acre tract of land, a distance of 30.06 feet to a 5/8" iron rod found in the west line of Lot 6, Block 6, of said Pecan Lakes Estates Phase 2, said point marking the southeast corner of said Reserve "A", Block 6, an interior corner of said 43.9641 acre tract of land, and an interior corner of the herein described 102.4197 acre tract of land;

**METES AND BOUNDS DESCRIPTION  
OF A 102.4197 ACRE TRACT OF LAND IN  
THE JAMES WHITESIDES SURVEY, A-62 AND  
THE DANIEL TYLER SURVEY, A-55  
GRIMES COUNTY, TEXAS  
FOR PURPOSE OF ANNEXATION AND ZONING**

THENCE S 00°07'52" W, along the common line of Block 6 and Block 5 of said Pecan Lakes Estates Phase 2, said 43.9641 acre tract of land, and the herein described 102.4197 acre tract of land, passing at a distance of 393.08 feet the center line of Bunker Drive, a 60 feet right-of-way, of said Pecan Lakes Estates Phase 2, also passing at a distance of 594.15 feet a ¾" iron rod with EIC cap found marking the southwest corner of Lot 9, Block 5, of said Pecan Lakes Estates Phase 2, the southwest corner of said Pecan Lakes Estates Phase 2, the northwest corner of Lot 8, Block 5, of Pecan Lakes Estates a subdivision recorded in Volume 1615, Page 372, (R.P.R.G.C.), Slide Number 162, and the most westerly northwest corner of said Pecan Lakes Estates, also passing at a distance of 1,020.88 feet the center line of Eagle View Drive, a 60 feet right-of-way, of said Pecan Lakes Estates, also passing at a distance of 1,083.24 feet a 5/8" iron rod found marking the southwest corner of Reserve "D", Block 2, of said Pecan Lakes Estates, also the most westerly southwest corner of said Pecan Lakes Estates, and the northwest corner of a call 0.2802 acre tract of land designated as a well site as described in a deed filed for recorded in Volume 1275, Page 241, (R.P.R.G.C.), also passing at a distance of 1,194.15 feet a 5/8" iron rod found marking the southwest corner of said call 0.2802 acre tract of land and the northwest corner of a call 0.5863 acre tract of land as described in a deed filed for record in Volume 1275, Page 247, (R.P.R.G.C.), a total distance of 1,214.24 feet to an angle point in the east line of said 43.9641 acre tract of land and an angle point in the east line of the herein described 102.4197 acre tract of land, a 5/8" iron rod found marking the southwest corner of said call 0.5863 acre tract of land and the most westerly northwest corner of Pecan Lakes Golf Course, LLC being the remainder of a call 188.469 acre tract of land as described in a deed filed for record in Volume 1021, Page 307, (R.P.R.G.C.);

THENCE S 00°06'49" W, along the common line of said 43.9641 acre tract of land, the remainder of said call 188.469 acre tract of land, and the herein described 102.4197 acre tract of land, a distance of 2,948.27 feet to a ½" iron rod with cap found marking the southwest corner of the remainder of said call 188.469 acre tract of land, an interior corner of said 43.9641 acre tract of land, and an interior corner of the herein described 102.4197 acre tract of land;

THENCE N 88°28'34" E, along the common line of the remainder of said call 188.469 acre tract of land, said 43.9641 acre tract of land, and the herein described 102.4197 acre tract of land, a distance of 781.14 feet to a 5/8" iron rod found in the south line of the remainder of said call 188.469 acre tract of land, said point marking an interior corner of the remainder of a call 537.287 acre tract of land as described as Parcel "D" in a deed filed for record in Volume 1632, Page 324, (R.P.R.G.C.), an interior corner of said 43.9641 acre tract of land, and an interior corner of the herein described 102.4197 acre tract of land;

THENCE S 00°58'46" E, along the common line of the remainder of said call 537.287 acre tract of land, said 43.9641 acre tract of land, and the herein described 102.4197 acre tract of land, a distance of 50.00 feet to a 5/8" iron rod found marking an interior corner of the remainder of said call 537.287 acre tract of land, the southeast corner of said 43.9641 acre tract of land, and the southeast corner of the herein described 102.4197 acre tract of land;

METES AND BOUNDS DESCRIPTION  
OF A 102.4197 ACRE TRACT OF LAND IN  
THE JAMES WHITESIDES SURVEY, A-62 AND  
THE DANIEL TYLER SURVEY, A-55  
GRIMES COUNTY, TEXAS  
FOR PURPOSE OF ANNEXATION AND ZONING

THENCE S 88°28'34" W, along the common line of the remainder of said call 537.287 acre tract of land, said 43.9641 acre tract of land, and the herein described 102.4197 acre tract of land, a distance of 1,224.75 feet to a 5/8" iron rod found marking an interior corner of the remainder of said call 537.287 acre tract of land, the southwest corner of said 43.9641 acre tract of land, and an interior corner of the herein described 102.4197 acre tract of land;

THENCE N 00°09'09" E, along the common line of the remainder of said call 537.287 acre tract of land, said 43.9641 acre tract of land, and the herein described 102.4197 acre tract of land, a distance of 52.76 feet to a 1/2" iron rod found in the west line of said 43.9641 acre tract of land, said point marking an interior corner of the remainder of said call 537.287 acre tract of land, the southeast corner of said 57.6204 acre tract of land, and an interior corner of the herein described 102.4197 acre tract of land;

THENCE S 88°28'50" W, along the common line of the remainder of said call 537.287 acre tract of land, said 57.6204 acre tract of land, and the herein described 102.4197 acre tract of land, a distance of 663.13 feet to a 1/2" iron rod found marking an angle point in the north line of the remainder of said call 537.287 acre tract of land, an angle point in the south line of said 57.6204 acre tract of land, and an angle point in the south line of the herein described 102.4197 acre tract of land;

THENCE S 89°43'17" W, along the common line of the remainder of said call 537.287 acre tract of land, said 57.6204 acre tract of land, and the herein described 102.4197 acre tract of land, a distance of 221.62 feet to a 1/2" iron rod found in the north line of the remainder of said call 537.287 acre tract of land, said point marking the southeast corner of a call 31.79 acre tract of land as described in a deed filed for record in Volume 1631, Page 840, (R.P.R.G.C.), the southwest corner of said 57.6204 acre tract of land, and the southwest corner of the herein described 102.4197 acre tract of land;

THENCE N 00°12'29" E, along the common line of said call 31.79 acre tract of land, said 57.6204 acre tract of land, and the herein described 102.4197 acre tract of land, a distance of 2,851.22 feet to a 1/2" iron rod with "Wisnoski" cap in the east line of said call 31.79 acre tract of land, said point marking the southwest corner of a call 10.01 acre tract of land as described in a deed filed for record in Volume 1702, Page 510, (R.P.R.G.C.), the northwest corner of said 57.6204 acre tract of land, and the most westerly northwest corner of the herein described 102.4197 acre tract of land;

THENCE S 89°48'53" E, along the common line of said call 10.01 acre tract of land, said 57.6204 acre tract of land, and the herein described 102.4197 acre tract of land, passing at a distance of 425.67 feet a 1/2" iron rod with "Wisnoski" cap marking the southeast corner of said call 10.01 acre tract of land and the southwest corner of the remainder of said call Tract Two, in all a total distance of 881.71 feet to a 5/8" iron rod found in the west line of said 43.9641 acre tract of land, said point marking the southeast corner of the remainder of said call Tract Two, the northeast corner of said 57.6204 acre tract of land, and an interior corner of the herein described 102.4197 acre tract of land;

METES AND BOUNDS DESCRIPTION  
OF A 102.4197 ACRE TRACT OF LAND IN  
THE JAMES WHITESIDES SURVEY, A-62 AND  
THE DANIEL TYLER SURVEY, A-55  
GRIMES COUNTY, TEXAS  
FOR PURPOSE OF ANNEXATION AND ZONING

THENCE N 00°09'09" E, along the common line of the remainder of said call Tract Two, said 43.9641 acre tract of land, and the herein described 102.4197 acre tract of land, passing at a distance of 918.03 feet a ½" iron rod found marking an angle point in the west line of said 43.9641 acre tract of land, the most easterly northeast corner of the remainder of said call Tract Two, the southeast corner of the remainder of said call 1.2275 acre tract of land, and the south corner of said 0.3736 acre tract of land, a total distance of 1,270.43 feet to a 5/8" iron rod set marking the northeast corner of the remainder of said call 1.2275 acre tract of land, an interior corner of said 0.3736 acre tract of land, and an interior corner of the herein described 102.4197 acre tract of land;

THENCE N 89°48'38" W, along the common line of the remainder of said call 1.2275 acre tract of land, said 0.3736 acre tract of land, and the herein described 102.4197 acre tract of land, a distance of 104.95 feet to a 5/8" iron rod set marking an angle point in the north line of the remainder of said call 1.2275 acre tract of land, an angle point in the south line of said 0.3736 acre tract of land, and an angle point in a line of the herein described 102.4197 acre tract of land;

THENCE S 89°15'21" W, along the common line of the remainder of said call 1.2275 acre tract of land, said 0.3736 acre tract of land, and the herein described 102.4197 acre tract of land, passing at a distance of 0.49 feet a 5/8" iron rod set marking the northwest corner of the remainder of said call 1.2275 acre tract of land, the most northerly northeast corner of the remainder of said call Tract Two, the southwest corner of said 0.3736 acre tract of land, and the southeast corner of said 0.4616 acre tract of land, a total distance of 335.62 feet to a 5/8" iron rod set in the east line of a call 2.948 acre tract of land as described in a deed filed for record in Volume 1494, Page 165, (R.P.R.G.C.), said point marking the most northerly northwest corner of the remainder of said call Tract Two, the southwest corner of said 0.4616 acre tract of land, and an interior corner of the herein described 102.4197 acre tract of land, from which point a point in concrete marking the southeast corner of said call 2.948 acre tract of land and an interior corner of the remainder of said call Tract Two bears S 00°12'39" W, a distance of 402.96 feet;

THENCE N 00°12'39" E, along the common line of said call 2.948 acre tract of land, said 0.4616 acre tract of land, and the herein described 102.4197 acre tract of land, passing at a distance of 28.25 feet the fence line delineating the apparent southerly line and southeast corner of Grimes County Road 424 as listed in Volume 1226, Page 208, (R.P.R.G.C.), a total distance of 60.01 feet to a 5/8" iron rod set in the south line of a call 5.90 acre tract owned by Navasota LP Gas Co. Inc., the apparent south line of said Daniel Tyler Survey, and the apparent north line of said James Whitesides Survey, said point marking the northeast corner of said call 2.948 acre tract of land, the northeast corner of said Grimes County Road 424, the northwest corner of said 0.4616 acre tract of land, and an interior corner of the herein described 102.4197 acre tract of land;

METES AND BOUNDS DESCRIPTION  
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THE JAMES WHITESIDES SURVEY, A-62 AND  
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GRIMES COUNTY, TEXAS  
FOR PURPOSE OF ANNEXATION AND ZONING

THENCE N 89°15'21" E, along the common line of said James Whitesides Survey, said Daniel Tyler Survey, said call 5.90 acre tract of land, said 0.4616 acre tract of land, and the herein described 102.4197 acre tract of land, passing at a distance of 73.58 feet a point for corner marking the southeast corner of said call 5.90 acre tract of land, the southwest corner of a call 9.9 acre tract of land as described in a deed filed for record in Volume 1061, Page 421, (R.P.R.G.C.), a total distance of 335.11 feet to a ½" iron rod found marking an angle point in the south line of said call 9.9 acre tract of land, the northeast corner of said 0.4616 acre tract of land, the northwest corner of said 0.3736 acre tract of land, and an angle point in a line of the herein described 102.4197 acre tract of land;

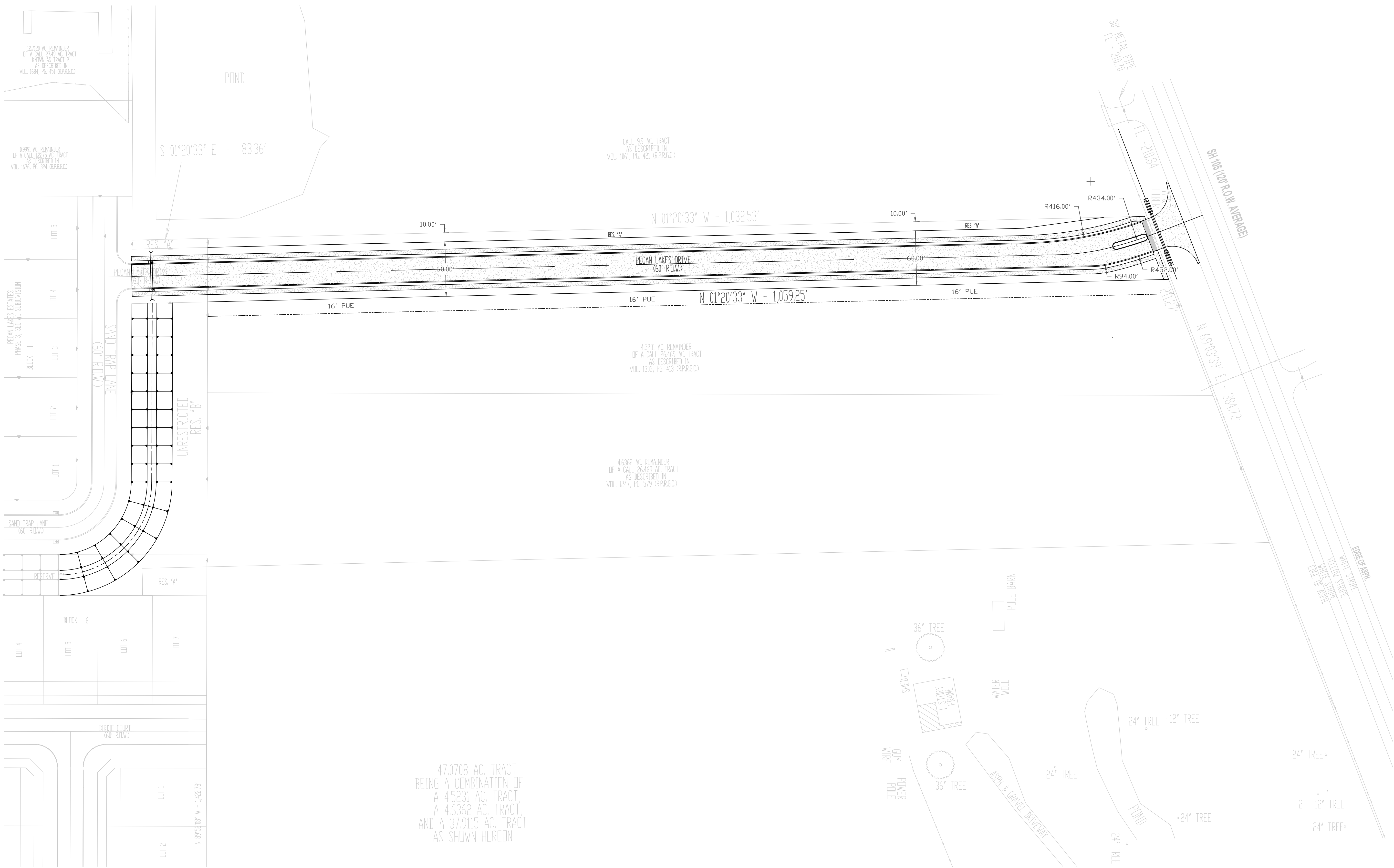
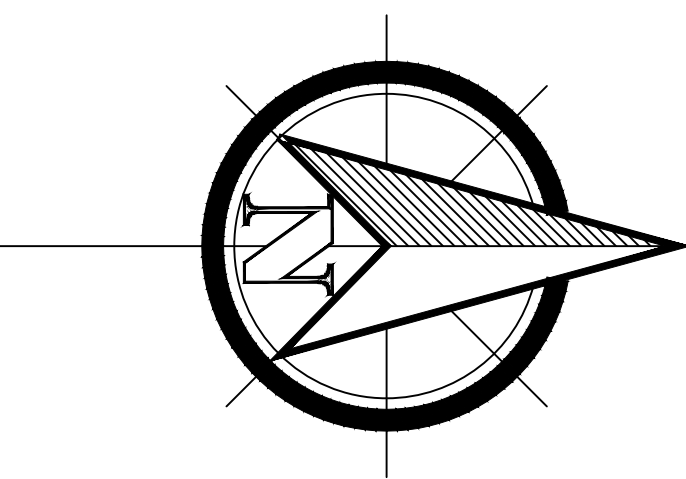
THENCE S 89°48'38" E, along the common line of said James Whitesides Survey, said Daniel Tyler Survey, said call 9.9 acre tract of land, said 0.3736 acre tract of land, and the herein described 102.4197 acre tract of land, a distance of 153.64 feet to a ½" iron rod found marking the southeast corner of said call 9.9 acre tract of land, the northeast corner of said call 0.3736 acre tract of land, an angle point in the west line of said 43.9641 acre tract of land, and an interior corner of the herein described 102.4197 acre tract of land;

THENCE N 01°20'33" W, along the common line of said call 9.9 acre tract of land, said 43.9641 acre tract of land, and the herein described 102.4197 acre tract of land, a distance of 83.36 feet to a 5/8" iron rod found in the east line of said call 9.9 acre tract of land, said point marking the southwest corner of the remainder of a call 26.469 acre tract of land as described in a deed filed for record in Volume 1303, Page 413, (R.P.R.G.C.), the northwest corner of said 43.9641 acre tract of land, and the most northerly northwest corner of the herein described 102.4197 acre tract of land, from which a ½" iron rod found in the southerly right-of-way line of State Highway 105 marking the northeast corner of said call 9.9 acre tract of land and the northwest corner of the remainder of said call 26.469 acre tract of land as described in Volume 1303, Page 413, (R.P.R.G.C.), bears N 01°20'33" W, a distance of 1,032.53 feet;

THENCE S 89°52'08" E, along the common line of the remainder of said call 26.469 acre tract of land as described in Volume 1303, Page 413, (R.P.R.G.C.), said 43.9641 acre tract of land, and the herein described 102.4197 acre tract of land, passing at a distance of 170.14 feet, a 5/8" iron rod found marking the southeast corner of the remainder of said call 26.469 acre tract of land as described in Volume 1303, Page 413, (R.P.R.G.C.), and the southwest corner of the remainder of said call 26.469 acre tract of land as described in Volume 1247, Page 579, (R.P.R.G.C.), a total distance of 362.02 feet to the northeast corner and POINT OF BEGINNING of the herein described tract of land and containing 102.4197 acres of land.

The basis of bearing is S 00°07'52" W along the westerly line of said Pecan Lakes Estates subdivision per recorded plat.





**PROPOSED SITE PLAN**  
SCALE: 1:40

**PRELIMINARY  
NOT FOR CONSTRUCTION**

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY PAUL E. HALEY, P.E. 06860 ON JANUARY 14, 2021.				
NO.	REVISIONS	DATE	BY	DESIGN
				SGH
				PEM
				DATE
				JAN. 14, 2021
				SCALE
				AS SHOWN

	<b>PECAN LAKES DRIVE</b> Pecan Lakes Estate- Jim Hassell Navasota, Texas 77868	
	CONSTRUCTION MANAGEMENT AND DESIGN SERVICES	
	7984 HWY. 6 NAVASOTA, TX 77868 Ph. (936) 825-1803 Fax (936) 825-1824	
PROPOSED SITE PLAN		APPROVED: DRAWING NO. C2

**CITY OF NAVASOTA  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 15.      **AGENDA DATE:** April 26, 2021

**PREPARED BY:** Susie M. Homeyer, City Secretary

**APPROVED BY:** BS

**ITEM:** Reconvene in open session.

**ITEM BACKGROUND:**

The time is \_\_\_\_\_p.m.

**BUDGETARY AND FINANCIAL SUMMARY:**

**STAFF RECOMMENDATION:**

**ATTACHMENTS:**



**CITY OF NAVASOTA  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 16.      **AGENDA DATE:** April 26, 2021

**PREPARED BY:** Lupe Diosdado, Development Services  
Director

**APPROVED BY:** BS

**ITEM:** Consideration and possible action on Executive Session Item, Section 551.087, Texas Government Code, regarding a potential Development Agreement with J & H Navasota Development LLC.

**ITEM BACKGROUND:**

J&H Navasota Development, LLC. requests an economic development incentive for construction of a secondary entrance into to Pecan Lakes Estates Subdivision by constructing Pecan Lakes Drive to HWY 105w., and staff asked developer to install water and gas mains in the right-of-way to loop the utilities. The roadway and mains will improve the opportunity for business development in the area zoned for business.

**BUDGETARY AND FINANCIAL SUMMARY:**

The Development agreement would pay the developer \$12,000 to loop the natural gas main from Pecan Lakes Estates Phase 3 along the proposed Pecan Lakes Drive and HWY 105 E to Fairway Drive. As well as \$400 per customer gas tie in requests for the 183 lots within Pecan Lakes Estates Phase 3 totaling \$73,200.

**STAFF RECOMMENDATION:**

Staff recommends taking action on the proposed Development Agreement with J&H Navasota Development, LLC.

**ATTACHMENTS:**

**CITY OF NAVASOTA  
MISCELLANEOUS ITEMS**

**1. PLANNING CALENDAR**

## AGENDA PLANNING CALENDAR

### **APRIL 26, 2021** - DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 04/12/2021

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Update on Sounds of Summer event and Freedom Festival; (b) Trash Off Results; (c) EDC update; (d) Board and Commission update; and (e) Reports from staff and City Council
5. Strategic Plan update and adoption
6. Agreement for SafeBuilt
7. Crime Stoppers signage request
8. Application for 2021 Crosswalk Grant – Rectangular Rapid Flashing Beacons for America Walks
9. Application for the 2021 Kubota's Hometown Proud Grant Program
10. Application for the 2021 T-Mobile Hometown Techover Grant
11. Bank depository agreement
12. Quarterly investment report
13. Consent agenda: (a) 2<sup>nd</sup> reading of Ordinance No. 960-21, stop signs in Heritage Meadows; and (b) 2<sup>nd</sup> reading of Ordinance No. 961-21, budget amendment – Spinner Aviation
14. Executive Session: In accordance with Section 551.087, deliberations regarding economic development negotiations – Development Agreement with J & H Navasota Development LLC
15. Reconvene in open session
16. Action on Executive Session, Development Agreement with J & H Navasota Development LLC
17. Adjourn

### **MAY 10, 2021** - DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 04/26/2021

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Capital Improvements Project update; (b) Introduce the Artist in Residency; (c) Board and Commission update; and (d) Reports from staff and City Council
5. Canvass the May 1, 2021 election results
6. Issue Certificate of Election to newly elected members and Statement of Officer
7. Oath of office of newly elected members
8. Elect a Mayor
9. Elect a Mayor Pro-Tem
10. Update on Caprock project from the Bush School
11. Change Order No. 1 – RR Street storm sewer project **(may be a special meeting)**
12. Consent agenda: (a) Minutes from the month April 2021; and (b) Expenditures for the month of April 2021
13. Adjourn

### **MAY 24, 2021** - DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 05/10/2021

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