

**NOTICE OF MEETING OF THE GOVERNING BODY OF THE
CITY OF NAVASOTA, TEXAS
JULY 25, 2022**

Notice is hereby given that a Regular Meeting of the governing body of the City of Navasota will be held on the 25th of July, 2022 at 6:00 PM at the City Hall in the City Council Chambers, Room No. 161, located at 200 E. McAlpine Street, Navasota, Texas 77868, at which time the following subjects will be considered, to wit:

To watch the City Council meeting live please visit the City of Navasota's Youtube here: <https://www.youtube.com/channel/UCItnx7BQt0TCiYJRiZ14g5w>

1. Call to Order.
2. Invocation
Pledge of Allegiance
3. Remarks of visitors: Any citizen may address the City Council on any matter. Registration forms are available on the podium and/or table in the back of the city council chambers. This form should be completed and delivered to the City Secretary by 5:45 p.m. Please limit remarks to three minutes. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.
4. Staff Report:
 - (a) Water Conservation measures [Jennifer Reyna, Director of Utilities];
 - (b) CIP Update [Jennifer Reyna, Director of Utilities];
 - (c) Proclamation - 'Watch your Car Month' [Bert Miller, Mayor];
 - (d) Board and Commission update [City Council]; 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. [Jason Weeks, City Manager]
5. Conduct a public hearing for the purpose of receiving public comments and testimony regarding a voluntary annexation request submitted by James C Hassell for a 1.310-acre tract of land in the James Whitesides Survey, A-62, and a second voluntary annexation request submitted by J&H Development, for a 1.567-acre tract of land in the Daniel Tyler Survey, A-55, Navasota, Grimes County, Texas. [Lupe Diosdado, Development Services Director]

6. Discussion, consideration and possible action on the first reading of Ordinance No. 1000-22, approving a voluntary annexation request submitted by James C Hassell for a 1.310-acre tract of land in the James Whitesides Survey, A-62, and a second voluntary annexation request submitted by J&H Development, for a 1.567-acre tract of land in the Daniel Tyler Survey, A-55, Navasota, Grimes County, Texas. [Lupe Diosdado, Development Services Director]
7. Presentation, discussion and possible action on Change Order No. 1 in the amount of \$73,273 for the New Public Works Warehouse that will be located at the Wastewater Treatment Plant, 108 S. Peebles Street. [Jennifer Reyna, Director of Utilities]
8. Presentation, discussion and possible action on a grazing and baling lease agreement for the closed landfill site. [Mike Mize, Interim Chief of Police]
9. Presentation, discussion and possible action to accept the City of Navasota Quarterly Investment Report for quarter ending June 30, 2022. [Lance Hall, Finance Director]
10. Discussion and possible action on the second reading of Ordinance No. 999-22, authorizing the suspension of the effective date for an additional ninety (90) days beyond the August 5, 2022 effective date proposed by Entergy Texas, Inc. in connection with Entergy Texas, Inc. rate increase application. [Jason Weeks, City Manager]
11. Presentation, discussion, and possible action to authorize the City Manager to execute a contract with Hawes Hill & Associates LLP for to perform certain professional services with respect to the creation of a Tax Increment Reinvestment Zone in Navasota, Texas. [Jason Weeks, City Manager]
12. Adjourn.

DATED THIS THE 20TH OF JULY, 2022

/JW/

BY: JASON WEEKS, CITY MANAGER

I, the undersigned authority, do hereby certify that the above notice of meeting of the governing body of the CITY OF NAVASOTA, is a true and correct copy of said notice and that I posted a true and correct copy of said notice in the glass bulletin board, in the foyer, on the south side of the Municipal Building as well as in the bulletin board on the north side of the Municipal Building of the City of Navasota, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted on the 20th of July, 2022 at 11:50 AM and will remain posted continuously for at least 72 hours preceding the scheduled time of said meeting. Agendas may be viewed at www.navasotatx.gov.

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

DATED THIS THE 20TH OF JULY, 2022

/SMH/

BY: SUSIE M. HOMEYER, CITY SECRETARY

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

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 4. **AGENDA DATE:** July 25, 2022

PREPARED BY: Susie M. Homeyer, City Secretary

APPROVED BY: JW

ITEM: Staff Report:

- (a) Water Conservation measures [Jennifer Reyna, Director of Utilities];
- (b) CIP Update [Jennifer Reyna, Director of Utilities];
- (c) Proclamation - 'Watch your Car Month' [Bert Miller, Mayor];
- (d) Board and Commission update [City Council]; 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. [Jason Weeks, City Manager]

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Proclamation
2. Vision-Mission-Strategic Plan - 2022
3. Planning Calendar

PROCLAMATION

"WATCH YOUR CAR MONTH"

WHEREAS, motorists and businesses in Texas suffer losses of approximately \$2 billion due to motor vehicle theft every year; and

WHEREAS, according to law enforcement records, July is the month when motorists are at the greatest risk of having their car stolen; and

WHEREAS, unlocked vehicles and keys left in or near vehicles contribute to increased motor vehicle theft throughout the state; and

WHEREAS, stolen vehicles are used by criminals to commit other crimes including human trafficking, robbery, and other violent crimes; and

WHEREAS, all cities and counties, the Texas governor and the Motor Vehicle Crime Prevention Authority (MVCPA) created by the Texas Legislature want to reduce harm by combating motor vehicle theft;

NOW THEREFORE, I, BERT MILLER, would like to remind everyone to lock your car and take your keys all of the time but especially during this proclaimed July as

"WATCH YOUR CAR MONTH"

Texas motorists are encouraged to take the necessary steps and precautions to reduce motor vehicle burglaries and thefts throughout the state.

DATED THIS THE 25TH DAY OF JULY, 2022.

BERT MILLER, MAYOR



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.
 - Employee retention.
 - 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.

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

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.

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 TBD, 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.*

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.
- **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

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

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"> Re-implement a citizens' academy. Establish a citizens' police academy. Establish a citizens' fire academy 		X		Brad Stafford
				<ul style="list-style-type: none"> Hold town hall meetings with citizens in neighborhoods and restaurants to discuss City operations and governance. Present organizational environment to the community 		X		
				<ul style="list-style-type: none"> Grilling Stafford Monday of City Council meetings: partner with Willy 98.7 and Navasota Examiner to go over upcoming City Council Agenda. (also Facebook Live) 	Ongoing			
		1.1.2	Provide a clear sense of director to all boards	<ul style="list-style-type: none"> Organize a volunteer luncheon for Boards & Commissions volunteers Joint meeting with all boards/commissions for direction/legal training and Roberts rules. Bring strategic planning and comprehensive planning documents to NEDC for approval Recruit members who align with City Council Improve communication and strategic alignment between Council and all committees. Inform all communication & comp plan updates to all boards Staff to facilitate strategic plan for economic 	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">Organize a short ceremony for volunteers around the city (ex: Blue Santa, Trash Off)	X			Rayna
1.2	Explore opportunity for a full-time grant writer.	1.2.1	Continued professional development	<ul style="list-style-type: none">Explore grant writing training opportunitiesContinue partnership with BVCOGResearch other cities how grants are handled		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"> Continue partnership with BVCOG for information on EDA grants Continue relationship with Grantworks Continue TEDC membership for resources on EDA grants Explore new partnerships 	Ongoing			Rayna
		2.1.2	Develop workforce programs	<ul style="list-style-type: none"> Explore partnerships with NISD Continue partnership Chamber & CETA Explore opportunities with the SBDC Continue partnership with Bush School/TAMU Reach out to BVCOG for funding opportunities Research Texas Workforce Commission opportunities 	Ongoing	X		
2.2	Enhance the marketing of Navasota.	2.2.1	Marketing to fulfill housing needs.	<ul style="list-style-type: none"> Show housing growth to demonstrate demand. Establish a permit/fee waiver program Utilize NEDC website to highlight utility costs and location Navasota Economic Development corporation Featured on the Navasota.gov home page 	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"> Improve relationship with county and cities within the county Continue to meet with the county this past year about this partnership but their level of interest currently 	X		X	Rayna

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
	service providers.			not very high. <ul style="list-style-type: none"> Continue to explore other avenues to recruit and establish a local public health authority and possibly a health inspections office. Possible partnering with other cities in the county 	X			
		2.3.2	Establish Health Inspector	<ul style="list-style-type: none"> Establish Policy Appoint and train inspector 			X	
		2.3.3	Explore partnership with St. Joseph's healthcare system.	<ul style="list-style-type: none"> Add health care recruitment to the regional (retail) recruitment project 			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"> Conduct community surveys to see what citizens wish lists are Regional retail recruitment project 	Ongoing	X		Rayna
		2.4.2	Attend recruitment conferences (industry, retail, restaurants, etc.)					
		2.4.3	Downtown Assessment	<ul style="list-style-type: none"> Reach out to Texas Downtown Association for a downtown assessment Explore marketing strategies Partnership with SBDC 	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	Improve the perception and image of Navasota.	3.1.1	Establish a positive campaign to promote Navasota.	<ul style="list-style-type: none"> Prepare both an in-person and digital message. Positive short videos about ongoing projects Create a new branding campaign Expand partnership with NISD 		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"> Attend realtor conferences to tell the Navasota story. Utilize citizens' academies (see Governance). Explore use of Town Hall meetings – in-person and virtual. Utilize all methods of communication with the public; i.e. Grilling Stafford, trails town hall meetings, agenda briefings with local media, Navigate Navasota app 	Ongoing	X X X		
3.2	Establish a program to educate ISD students about local government.	3.2.1	Re-establish an internship/sponsor a job shadowing program for students in the city.	<ul style="list-style-type: none"> Co-op student to assist with administrative services for all departments with 15-20 hours beginning with a minimum wage of \$7.25. Speak with the co-op class Both high school and college 		X X X		Peggy & Shawn
3.3	Improve communication in general with the public.	3.3.1	Be deliberate about creating buy-in from citizens.	<ul style="list-style-type: none"> Inform, educate and cast the vision. Advertise City Council meetings in the paper (\$1,872/year), on the radio, yard signs, banners 	X X			Madison
		3.3.2	Prepare and implement a communication protocol.	<ul style="list-style-type: none"> Explore new advertising techniques, i.e. Navigate Navasota app, CTY advertisement, Facebook events for all meetings Explore communication methods for Boards & Commissions, i.e. post all agendas on Facebook event 		X X		

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
				<ul style="list-style-type: none">All boards give regular updates at City Council meetings		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"> Thorough fare plan completion and implementation 		X		Jose & Lupe
		4.1.2	Establish costs to city to accommodate the crossing.	<ul style="list-style-type: none"> Compile land acquisition costs per thorough fare plan design Obtain estimate cost proposals for engineering and construction 			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"> CIP Bring in a consultant to help formalize the plan <ul style="list-style-type: none"> Update water modeling Consultant to model Gas system and Wastewater system Present CIP to Finance Dept. to plan for funding options. Streets and Storm water evaluations and priorities Replace/repair gas regulator stations Complete phase 1 of CIP Begin phase 2 of CIP Fire hydrant repair/replacement 	X X X		X X	Jeff & Jose
			4.2.2 Improve aging and inadequate facilities.	<ul style="list-style-type: none"> Create a facilities master plan <ul style="list-style-type: none"> Hire Consultant Replace or improve animal shelter and vehicle services Sell existing warehouse and build a new one Replace the current primary fire station and EOC at the South LaSalle location. Explore the possibility of a second fire station/public safety facility at Hwy 			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"> Valve and other mechanical equipment replacement at wastewater plant Look at alternative disinfectant treatment methods 			X X	
		4.2.4	Identify funding sources – bonds, grants, etc.	<ul style="list-style-type: none"> We currently are working with 2020 Capital Improvement Bond. We are working towards doing a bond every 2 years for CIP USDA loan Add gas capital improvement fee to monthly billing. Funding from American Rescue Plan 	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"> Identify most desired facilities Identify possible locations Land acquisition Identify funding mechanism Design facilities Obtain bids/pricing on new facilities 	Ongoing		X X X X X	Colton
		4.3.3	Make park improvements – trails, bike paths, etc.	<ul style="list-style-type: none"> Adjust city ordinance on parkland dedication to allow developers to contribute directly to ongoing projects Develop community programs that improve parks Identify areas of greatest need Obtain bids/pricing on improvements 			Ongoing Ongoing Ongoing Ongoing Ongoing	

Strategic Initiatives			Goals	Action Steps	FY22	FY23	FY24	Lead
				<ul style="list-style-type: none">Navasota Sidewalk and Trails plan.				
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">Facilitate BVCOG partnerships with local ISP suppliers to improve speeds in underserved areas.Encourage/ Incentivize Midsouth Synergy expansion into town via City ROW/EasementsResearch other ISP options available.			X X X	Lupe

Vision Element # 5

Organizational Excellence

Guiding Principle: **Ron will update*

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

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

AGENDA PLANNING CALENDAR

JULY 25, 2022 – [WORKSHOP AT 4:30 P.M.](#)

1. Called to order
2. Invocation/Pledge of Allegiance
3. Discussion of impact fees
4. Aggressive Dog Ordinance
5. Adjourn

JULY 25, 2022 – [DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 07/11/2022](#)

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Water Conservation Measures; (b) CIP Update; (c) Proclamation – Watch your car month; (d) Board and Commission update; and (e) Reports from staff and City Council
5. Public hearing – Volunteer annexation – Jim Hassell
6. 1st reading of Ordinance No. 1000-22 – volunteer annexation – Jim Hassell
7. Change Order No. 1 – Public Works Warehouse
8. Grazing lease
9. Quarterly investment report for June 30, 2022
10. 2nd reading of Ordinance No. 999-22, suspension of effective date for an additional 90 – Entergy rate increase
11. Contract with Hawes Hill and Associates
12. Adjourn

AUGUST 8, 2022 – [DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 07/25/2022](#)

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. Budget request – Grimes Resource Center
6. Appointment to the Library board
7. Consent agenda: (a) Minutes for the month of July, 2022; (b) Expenditures for the month of July 2022; and (c) 2nd reading of Ordinance No. 1000-22 – volunteer annexation
8. Adjourn

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 5. **AGENDA DATE:** July 25, 2022

PREPARED BY: Lupe Diosdado, Development Services
Director

APPROVED BY: JW

ITEM: Conduct a public hearing for the purpose of receiving public comments and testimony regarding a voluntary annexation request submitted by James C Hassell for a 1.310-acre tract of land in the James Whitesides Survey, A-62, and a second voluntary annexation request submitted by J&H Development, for a 1.567-acre tract of land in the Daniel Tyler Survey, A-55, Navasota, Grimes County, Texas. [Lupe Diosdado, Development Services Director]

ITEM BACKGROUND:

The City of Navasota received a petition of annexation from James C. Hassell, requesting voluntary annexation of a 1.310-acre tract of land in the James Whitesides Survey, A-62, and a second voluntary annexation request submitted by J&H Development, for a 1.567-acre tract of land in the Daniel Tyler Survey, A-55. The properties proposed for annexation are abutting the Pecan Lakes Estates Subdivision along the North-Western Boundary. The 1.567-acre tract also abuts State Highway 105 West. A meets and bounds description as well as the signed service plan and survey of the property affected are included within Ordinance No., for consideration.

On July 11, 2022, City Council approved Resolution No.998-22, setting the public hearing for the annexation requests on July 25, 2022 at 6:00pm in the Council Chambers. Navasota ISD has been notified of the public hearing date and time via mail, a public notice was also advertised in the July 13th edition of the Navasota Examiner. By annexing the property the City of Navasota will be able to provide Police, Public Works, Building/Permitting & Code Enforcement and other City related services to this property.

Public hearing opened at _____p.m.

Public hearing closed at _____p.m.

BUDGETARY AND FINANCIAL SUMMARY:

None

STAFF RECOMMENDATION:

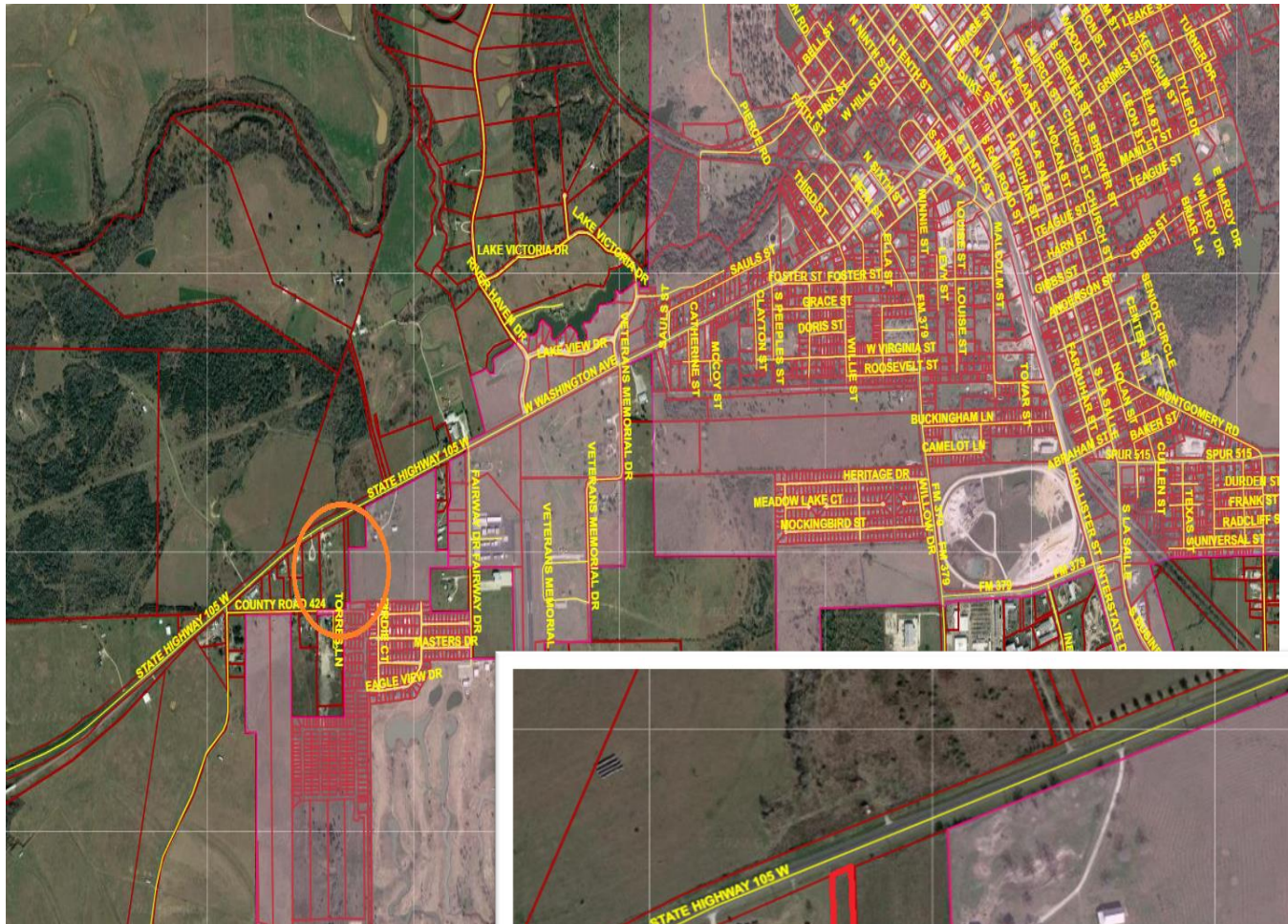
Staff recommends conducting a public hearing for the purpose of receiving public comments and testimony regarding a voluntary annexation request submitted by James C Hassell for a 1.310-acre tract of land in the James Whitesides Survey, A-62, and a second voluntary annexation request submitted by J&H Development, for a 1.567-acre tract of land in the Daniel Tyler Survey, A-55, Navasota, Grimes County, Texas.

ATTACHMENTS:

1. Aerial Map

 Proposed Annexed Area

 Currently City Limits Boundary



**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 6. **AGENDA DATE:** July 25, 2022

PREPARED BY: Lupe Diosdado, Development Services
Director

APPROVED BY: JW

ITEM: Discussion, consideration and possible action on the first reading of Ordinance No. 1000-22, approving a voluntary annexation request submitted by James C Hassell for a 1.310-acre tract of land in the James Whitesides Survey, A-62, and a second voluntary annexation request submitted by J&H Development, for a 1.567-acre tract of land in the Daniel Tyler Survey, A-55, Navasota, Grimes County, Texas. [Lupe Diosdado, Development Services Director]

ITEM BACKGROUND:

The City of Navasota received a petition of annexation from James C. Hassell, requesting voluntary annexation of a 1.310-acre tract of land in the James Whitesides Survey, A-62, and a second voluntary annexation request submitted by J&H Development, for a 1.567-acre tract of land in the Daniel Tyler Survey, A-55. The properties proposed for annexation are abutting the Pecan Lakes Estates Subdivision along the North-Western Boundary. The 1.567-acre tract also abuts State Highway 105 West. A meets and bounds description as well as the signed service plan and survey of the property affected are included within Ordinance No., for consideration.

On July 11, 2022, City Council approved Resolution No.998-22, setting the public hearing for the annexation requests on July 25, 2022 at 6:00pm in the Council Chambers. Navasota ISD has been notified of the public hearing date and time via mail, a public notice was also advertised in the July 13th edition of the Navasota Examiner. By annexing the property the City of Navasota will be able to provide Police, Public Works, Building/Permitting & Code Enforcement and other City related services to this property.

BUDGETARY AND FINANCIAL SUMMARY:

None

STAFF RECOMMENDATION:

Staff recommends approving the first reading of Ordinance No. 1000-22, approving a voluntary annexation request submitted by James C Hassell for a 1.310-acre tract of land in the James Whitesides Survey, A-62, and a second voluntary annexation request submitted by J&H Development, for a 1.567-acre tract of land in the Daniel Tyler Survey, A-55, Navasota, Grimes County, Texas.

ATTACHMENTS:

1. Ordinance No. 1000-22

ORDINANCE NO. 1000-22

AN ORDINANCE OF THE CITY OF NAVASOTA, TEXAS FOR THE PURPOSE OF EXTENDING THE BOUNDARY LIMITS OF THE CITY OF NAVASOTA, TEXAS; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 2.877 ACRES OF LAND, HEREINAFTER MORE SPECIFICALLY DESCRIBED, TO THE CITY OF NAVASOTA, TEXAS FOR ALL MUNICIPAL PURPOSES; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE INHABITANTS THEREOF, IF ANY, SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

All that certain 1.567 Acre tract of land in the Daniel Tyler Survey, A-55, Grimes County, Texas, and all that certain 1.310 Acre tract of land in the James Whitesides Survey, A-62, being more particularly described in **Exhibit "A"**

attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

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

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

PASSED ON FIRST READING THIS THE 25TH DAY OF JULY, 2022.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**PASSED ON SECOND AND FINAL READING THIS THE 8TH DAY OF
AUGUST, 2022.**

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

METES AND BOUNDS DESCRIPTION
of a
1.567 Acre Tract
Daniel Tyler Survey, A-55, Grimes County, Texas
March 23, 2021

All that certain tract or parcel of land lying and being situated in Grimes County, Texas, out of the Daniel Tyler Survey, Abstract No. 55, being a part of a Tract Two, called 3.6989 acres, as described in a Special Warranty Deed from R.L. Waltrip to J & H Navasota Development, LLC, dated January 10, 2020, of record in Document No. 2020-305736 of the Real Property Records of Grimes County, Texas and more fully described by metes and bounds as follows:

BEGINNING at a found ½ inch iron rod, at the Northwest side of a 10 inch treated fence corner post, for the Northwest corner of the called 3.6989 acre tract mentioned above, the occupied Northeast corner of a called 9.9 acre tract as described in a Deed to Charles Greenwood (1061/421) and same being in the Southeast ROW of State Highway 105 (120 ft. ROW – Per TxDOT ROW Map control #: 315-4-17 & dated June 6, 1956);

THENCE N 66°07'26" E, 74.32 ft., along the generally fenced and Southeast ROW of SH 105 and a portion of a Northwest line of the called 3.6989 acre tract mentioned above to a set 5/8 inch iron rod for the Northeast corner of the tract of land herein described, from which a found ½ inch iron rod for the Northeast corner of said 3.6989 acre tract brs. N 66°07'26" E, 136.95 ft. and S 02°45'14" E, 0.18 ft. and a found broken concrete ROW monument in said South ROW brs. N 66°07'26" E, 2,271.70 ft.;

THENCE S 04°14'38" E, 1,059.33 ft., along the East line of the tract of land herein described to a set 5/8 inch iron rod for the Southeast corner thereof in the fenced and South line of the called 3.6989 acre tract mentioned above for the Northwest corner of Restricted Reserve "B" and a Northeast corner of Pecan lakes Drive, Pecan Lakes Estates, Phase 3, Section 1 (Plat – Doc #:309888), from which a found 5/8 inch iron rod for the Northerly Northeast corner of Pecan Lakes Estates, Phase 3, Section 1 brs. N 87°14'15" E, 291.91 ft.;

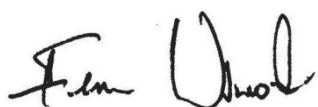
THENCE S 87°14'15" W, 60.02 ft., along a portion of the generally fenced and North line of Pecan Lakes Estates, Phase 3, Section 1 and a portion of the South line of the called 3.6989 acre tract mentioned above to a set 5/8 inch iron rod for the Southwest corner of the tract of land herein described, the Northwest corner of Pecan Lakes Drive and the Northeast corner of Restricted Reserve "A", from which a set 5/8 inch iron rod for the Southwest corner of said 3.6989 acre tract and the Northwest corner of Restricted Reserve "A" brs. S 87°14'15" W, 10.00 ft.;

THENCE N 04°14'38" W, 899.26 ft., crossing into the called 3.6989 acre tract mentioned above to a set 5/8 inch iron rod for an angle point in line for corner;

THENCE N 10°39'45" W, 89.45 ft., crossing over a portion of the called 3.6989 acre tract mentioned above to a set 5/8 inch iron rod in the generally fenced and West line thereof and in the East line of said 9.9 acre Greenwood tract (1061/421);

THENCE N 04°14'38" W, 44.66 ft., along a portion of the East line of said 9.9 acre Greenwood tract (1061/421) and a portion of the West line of the called 3.6989 acre tract mentioned above to the **PLACE OF BEGINNING** and containing 1.567 acres of land.

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



Steven M. Wisnoski March 23, 2021
Registered Professional Land Surveyor
State of Texas No. 6006
Job #: 2021-03-17-04



STATE HIGHWAY 105
(120' ROW)

(Fd) Broken Concrete
ROW Monument

(Fd) 1" IR w-square top brs.
S04°12'47"E, 0.33'

(Fd) ½" IR 0.17'
right of line

Point Of Beginning
(Fd) ½" IR

N66°07'26"E
74.32'

Set ⅝" IR

Set ⅝" IR

N10°39'45"W
89.45'

Set ⅝" IR

10.0' 60.0'

3.000 Acre tract
surveyed this date



Scale: 1" = 100'

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

1.567 Acres

Called 9.9 Acres
Charles Greenwood
(1061-421)

Called 3.6989 Acres, residue of 26.469 acres
- Tract Two -
J&H Navasota Development, LLC
(2020-305736)

Called 5.4475 Acres, residue of 26.469 acres
- Tract One -
J&H Navasota Development, LLC
(2020-305736)

Called 39.3497 Acres, residue of 291.136 acres
- Tract Three -
J&H Navasota Development, LLC
(2020-305736)

NOTES:

- 1) All Deed references are of the Real Property Records of Grimes County, Texas.
- 2) This survey is only valid if originally signed and embossed by the surveyor. Declaration is made to the original purchaser of this survey, J&H Navasota Development, LLC. It is not transferable to additional institutions or subsequent owners & is valid for this one transaction only.
- 3) © 2021 by Wisnoski Land Surveying LLC. All Rights Reserved.
- 4) The subject tract does not appear to be located within Zone "A" of FEMA's FIRM No. 48185C 0430C with an effective date of April 3, 2012.
- 5) All distances & areas are grid and can be converted to surface by dividing by a combined scale factor of 0.999 936 954 38.

Situated in Grimes County, Texas, out of the Daniel Tyler Survey, Abstract No. 55 & being a part of a Tract Two, called 3.6989 acres, as described in a Special Warranty Deed from R.L. Waltrip to J & H Navasota Development, LLC, dated January 10, 2020, of record in Document No. 2020-305736 of the Real Property Records of Grimes County, Texas.

I, Steven M. Wisnoski, Registered Professional Land Surveyor No. 6006 of the State of Texas do hereby certify that this plat represents an on the ground survey made under my personal and direct supervision.

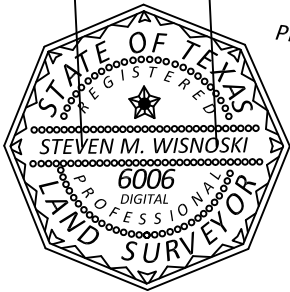
Steven M. Wisnoski
R.P.L.S. 6006

Date: March 23, 2021

Wisnoski Land Surveying LLC
PO Box 1744
Navasota, Texas 77868
936-870-7100

TBPELS Firm #: 10085300 ©

Job #:
2021-03-17-04



PECAN LAKES ESTATES PHASE 3
SECTION 1
(Plat - 309888)

LEGEND	
	Water Meter
	Guy Wire
	Power Pole
	Aerial Electric Line
	Fence

PECAN LAKES ESTATES PHASE 2
(Plat - 295779)

Restricted Reserve "C"

SAND TRAP LANE

PECAN LAKES
DRIVE

S87°14'15"W
10.00'

Set ⅝" IR

S04°14'38"E
83.35'

Restricted Reserve "A"

(Fd) ⅝" IR

Set ⅝" IR

N87°14'15"E

S87°14'15"W
60.02'

Restricted Reserve "B"

(Fd) ⅝" IR

291.91'

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

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

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

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

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

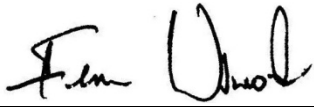
THENCE S 87°15'07" W, along the South line of the called 1.2275 acre tract mentioned above, a North line of the called 27.49 acre tract mentioned above and **PASSING** at 15.00 ft. a set 5/8 inch iron rod for the Easterly Northeast of a 10.00 acre tract surveyed this date, in the West line of a called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

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

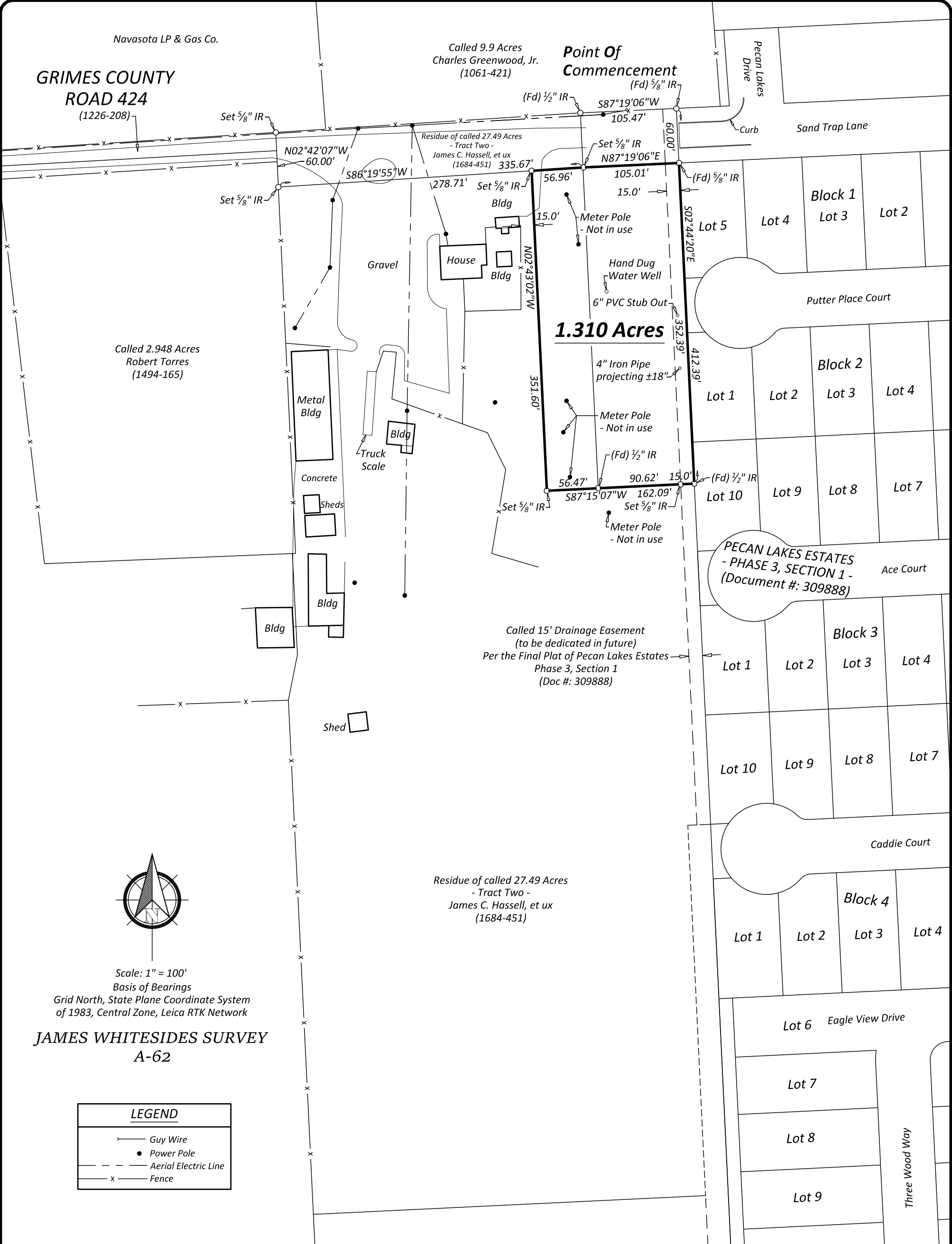
THENCE N 86°19'55" E, 56.96 ft., along a South line of said 0.607 acre tract surveyed this date to a set 5/8 inch iron rod for a common angle point in line for corner;

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

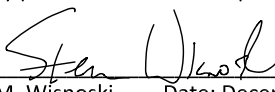
Basis of Bearings: Grid North, State Plane Coordinate System of 1983, Central Zone, Leica RTK Network.



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



I, Steven M. Wisnoski, Registered Professional Land Surveyor No. 6006 of the State of Texas do hereby certify that this plat represents an on the ground survey made under my personal and direct supervision.




Steven M. Wisnoski Date: December 7, 2020
R.P.L.S. 6006

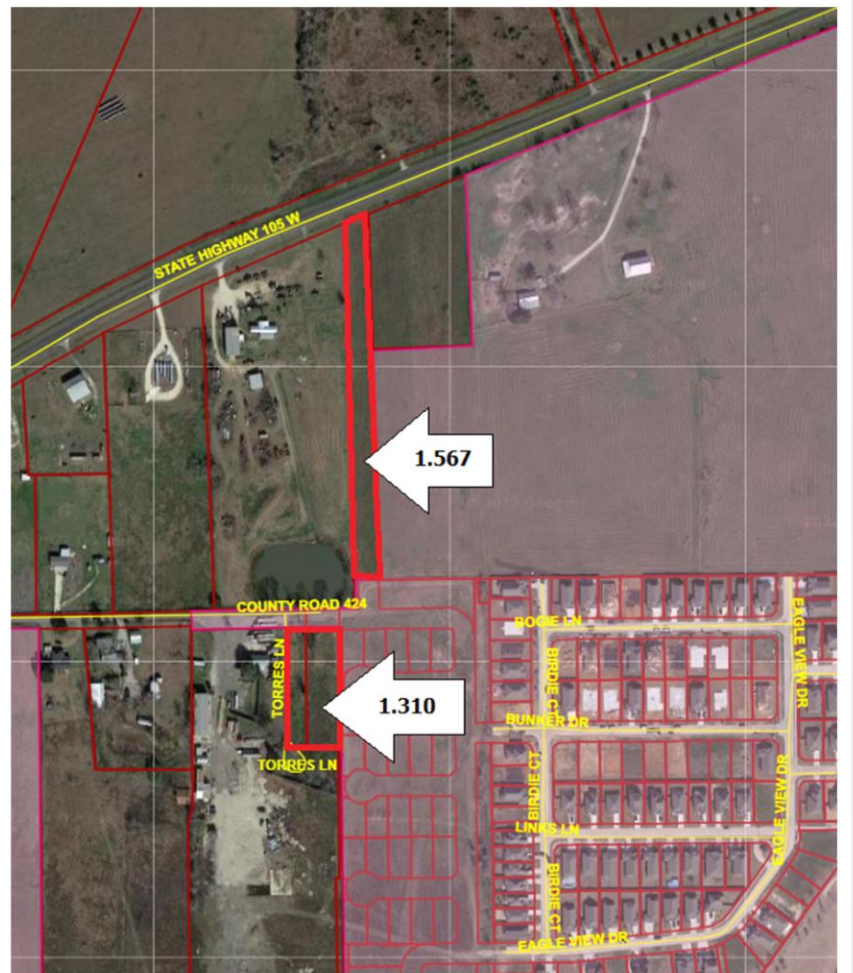
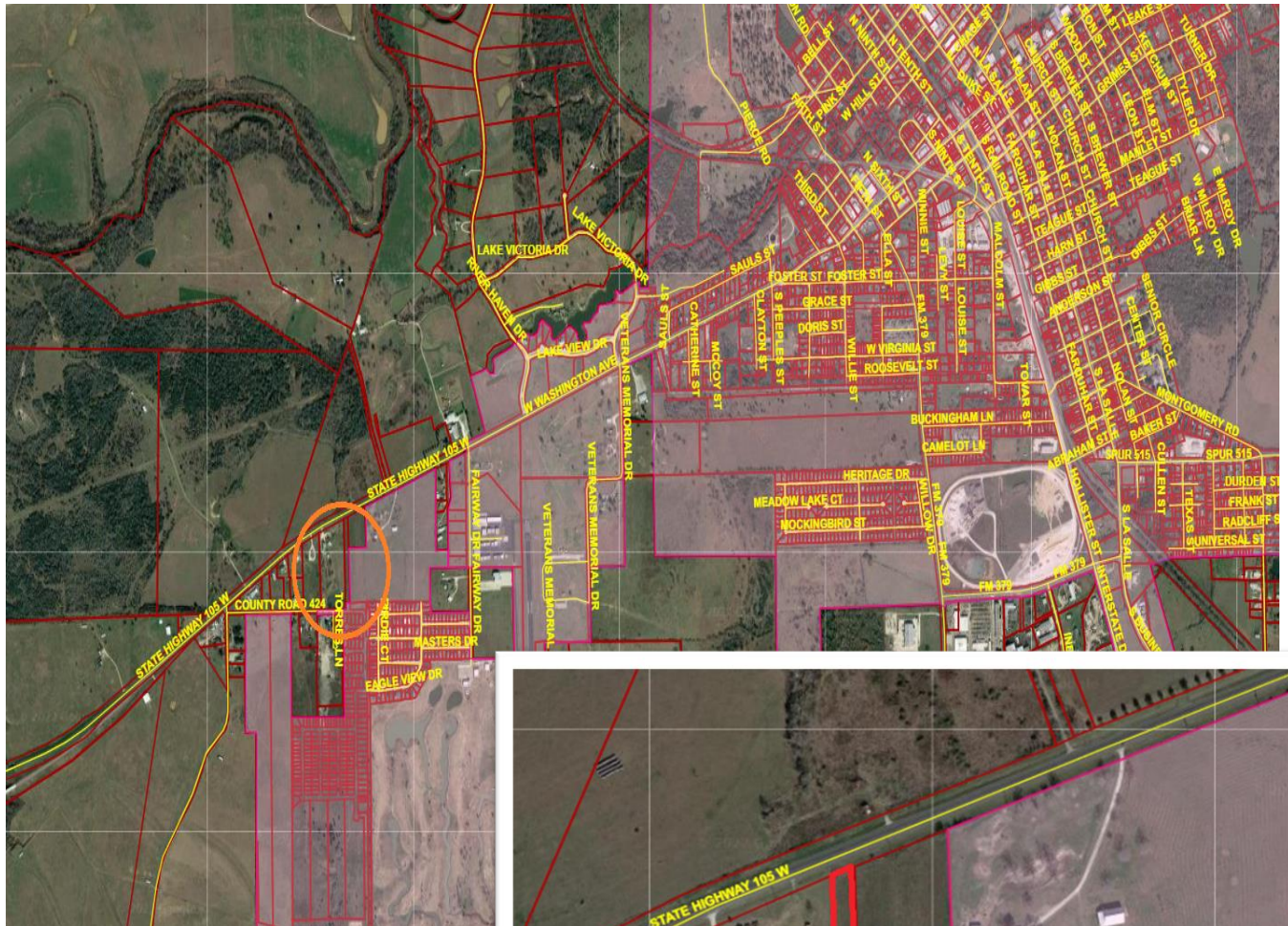
Wisnoski Land Surveying LLC
PO Box 1744
Navasota, Texas 77868
936-870-7100
TBPELS Firm #: 10085300 ©

NOTES:

- 1) All Deed references are of the Real Property Records of Grimes County, Texas.
- 2) This survey is only valid if originally signed and embossed by the surveyor. Declaration is made to the original purchaser of this survey, James and Dorothy Hassell. It is not transferable to additional institutions or subsequent owners & is valid for this one transaction only.
- 3) © 2020 by Wisnoski Land Surveying LLC. All Rights Reserved.
- 4) The subject tract does not appear to be located within Zone "A" of FEMA's FIRM No. 48185C 0430C with an effective date of April 3, 2012.
- 5) All distances are surface and were converted from grid by dividing by a combined scale factor of 0.999 936 954 38.

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

-  Proposed Annexed Area
-  Current City Limits Boundary



**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 7. **AGENDA DATE:** July 25, 2022

PREPARED BY: Jennifer Reyna, Director of Utilities

APPROVED BY: JW

ITEM: Presentation, discussion and possible action on Change Order No. 1 in the amount of \$73,273 for the New Public Works Warehouse that will be located at the Wastewater Treatment Plant, 108 S. Peeples Street. [Jennifer Reyna, Director of Utilities]

ITEM BACKGROUND:

City Council has approved the construction of a new Public Works warehouse, which will be built at the City's Wastewater Treatment Plant that is located at 108 S. Peeples Street. Due to the size of the new warehouse, there is limited spaces available to construct the new warehouse at the WWTP. The only allowable placement is within the old sludge drying beds. In order to begin the construction of the new warehouse, the old sludge drying beds need to be demolished. Therefore, staff is requesting City Council approved Change Order No. 1 in the amount of \$73,273 to allow for demolition of the old drying beds.

BUDGETARY AND FINANCIAL SUMMARY:

Original Contract: **\$408,660**

Change Order No. 1: **\$73,273**

New Contract Amount with Change Order NO. 1: **\$481,933**

STAFF RECOMMENDATION:

Staff recommends the approval on Change Order No. 1 in the amount of \$73,273 to MBCM Management, Inc for the demolition of the drying beds for the new Public Works Warehouse located at 108 S. Peeples St.

ATTACHMENTS:

1. Change Order No. 1 Public Works Warehouse
2. Revised Plans and Site for Public Works Warehouse



7984 HWY 6 Navasota, TX 77868 | www.mbcmusa.com
Office: (936) 825-1603 | info@mbcmusa.com | TBPE Firm: F-789

Tuesday, July 19, 2022

PROJECT: City of Navasota – New Public Warehouse
Drying Bed Demolition and Site Utilities

CHANGE ORDER No.: 001 - REV
MBC Proposal No.: P-22-CON-003

TO OWNER: City of Navasota
PO Box 910 Navasota, TX 77868

Original Contract Date: April 19, 2022

CHANGE ORDER # 001:

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The Original Contract Sum was:	\$ 408,660.00
The net change by previously authorized Change Orders:	\$ -
The Contract Sum prior to this Change Order was:	\$ 408,660.00
The Contract Sum will be increased by this Change Order in the amount of:	\$ 73,273.00
The new Contract Sum including this Change order will be:	\$ 481,933.00

The Contract Time will be increased by: 14 days

The date of Substantial Completion as of the date of this Change Order therefore is: N/A

NOTE: This Change order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and the Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT AND CONTRACTOR

BUILDER

MBC Management
7964 HWY 6
Navasota, TX 77868

BY: Rylie McKinney, PM

DATE: 07.19.2022

X: Rylie McKinney

OWNER

City of Navasota

BY: _____

DATE: _____

X: _____

“SCOPE OF WORK”

1. Drying Bed Demo OPTION 001:

- a. Partial demo of existing drying bed area in preparation for new proposed building location.
- b. Demo, Load, & Haul 6” Concrete containment walls and footings: 4’-6” H x 225 LF
- c. Demo, Load, & Haul 24” Wide Concrete Path Runners @ 150 LF
- d. Demo, Load, & Haul existing concrete drying bed structure @ 1,650 SF
- e. Excavate 18” of existing gravel spoils
- f. Install & compact 12” of select fill for building pad prep – 10,400 SF

ADDITION AMOUNT: \$ 49,770.00

2. Site Utilities - Electrical:

- a. Install Approx. 155 LF of 3” Underground service conduit from New Power Pole to building.
- b. Entergy provided lift pole.

ADDITION AMOUNT: \$ 5,781.00

3. Site Utilities - Plumbing:

- a. Install 180 LF of exterior sanitary sewer to existing manhole per plans. Core manhole with connection. Boot included.
- b. Install 1” PVC domestic water line from building to existing water tap per plan dated 07.15.2022.

ADDITION AMOUNT: \$ 4,692.00

4. Material Increase:

- a. Material price increase from signed contract, dated April 19, 2022.
- b. Pricing includes concrete, Mechanical equipment, Exhaust fans / Louvers.

ADDITION AMOUNT: \$ 13,030.00

SPECIFIC INCLUSIONS:

1. Payment & Performance Bonds

SPECIFIC EXCLUSIONS:

1. Testing & Permitting
2. Temporary Power / Water
3. Any Item NOT identified in the “SCOPE OF WORK”

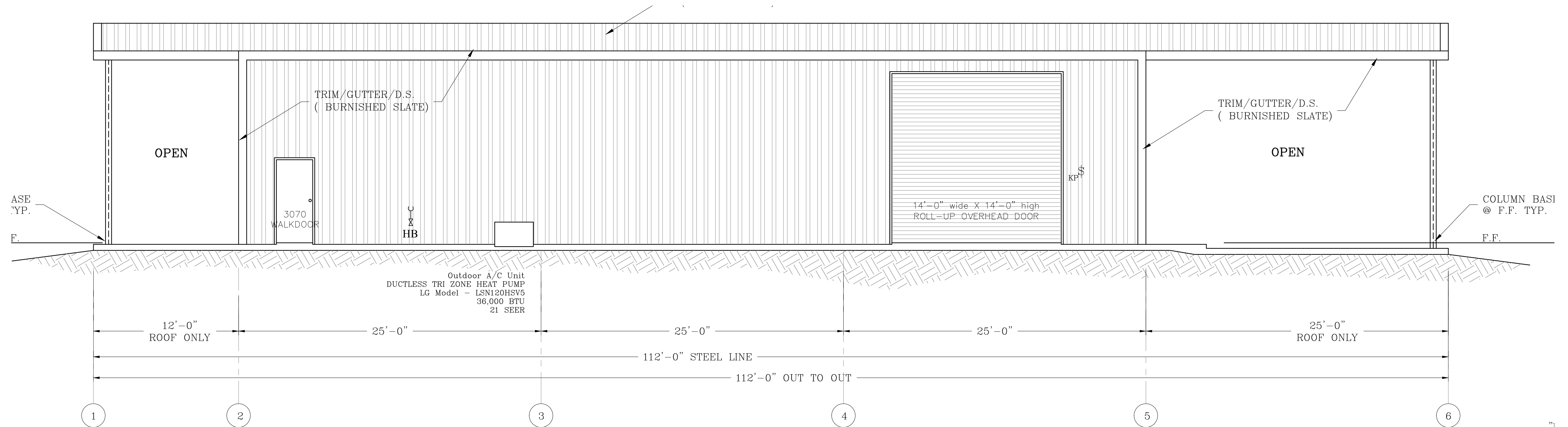
ORIGINAL CONTRACT SUM:	\$ 408,660.00
NET DEDUCTIONS CO 001:	\$ 0.00
NET ADDITIONS CO 001:	\$ 73,273.00
NET DELTA CO 001:	\$ 73,273.00
PROPOSED CONTRACT SUM:	\$ 481,933.00

*** END OF DOCUMENT ***

PROPOSED WAREHOUSE

UTILITY DEPARTMENT

Navasota, Texas 77868



CITY OF NAVASOTA, TEXAS
CITY COUNCIL MEMBERS
GRANT E. HOLT BERNIE GESSNER
PATTIE PEDERSON JOSH FULTZ

MAYOR
WILLIAM A. "BERT" MILLER

CITY MANAGER
JASON WEEKS

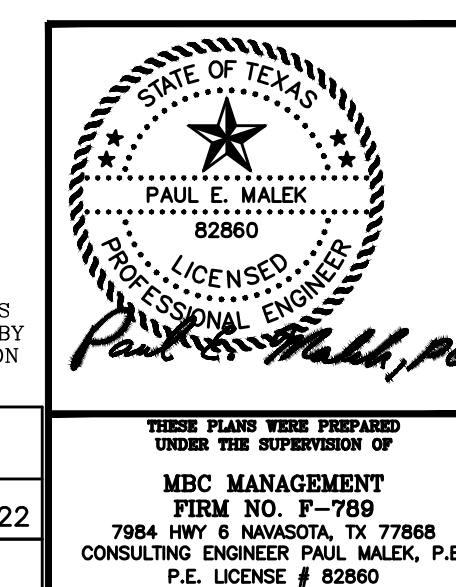
COMMUNITY DEVELOPMENT DIRECTOR
LUPE DIOSDADO

CITY SECRETARY
SUSIE HOMEYER

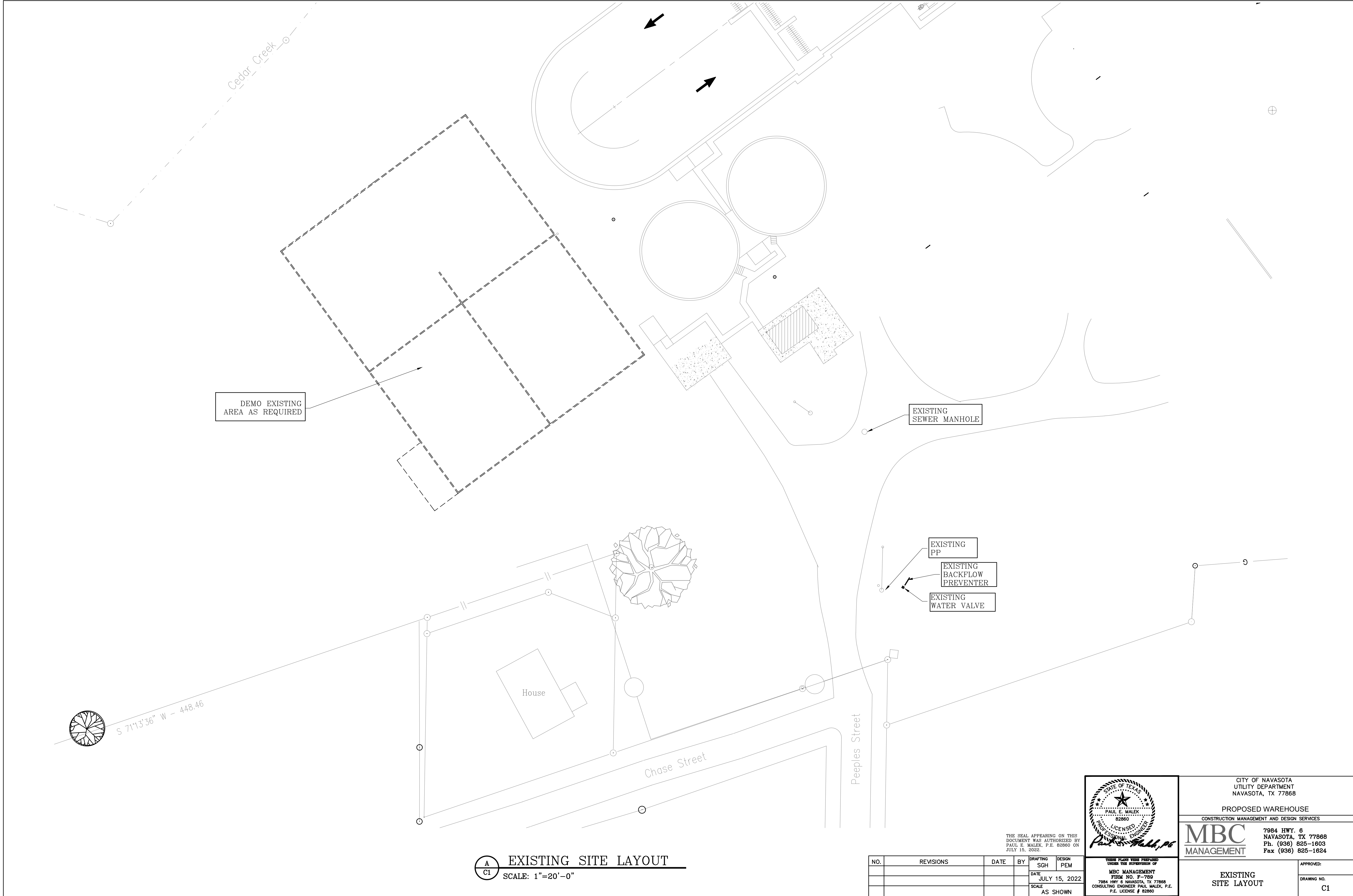
DRAWING INDEX	
DESCRIPTION	DRAWING NO.
TITLE, INDEX & LOCATION	T1
SITE DRAWINGS	
EXISTING PLAN	C1
PROPOSED SITE PLAN	C2
STRUCTURAL DRAWINGS	
METAL BUILDING PLAN	S1
METAL BUILDING ELEVATIONS	S2
FOUNDATION PLAN	S3
BUILDING FLOOR PLAN	A1
HVAC PLAN	M1
ELECTRICAL PLAN	E1
LIGHTING PLAN	E2
PLUMBING PLAN	P1

THE SEAL APPEARING ON THIS
DOCUMENT WAS AUTHORIZED BY
PAUL E. MALEK, P.E. 82860 ON
JULY 15, 2022.

NO.	REVISIONS	DATE	BY	DRAFTING	DESIGN
				SGH	PEM
				DATE	JULY 15, 2022
				SCALE	AS SHOWN



CITY OF NAVASOTA UTILITY DEPARTMENT NAVASOTA, TX 77868	
PROPOSED WAREHOUSE	
CONSTRUCTION MANAGEMENT AND DESIGN SERVICES	
MBC MANAGEMENT	
7984 HWY. 6 NAVASOTA, TX 77868 Ph. (936) 825-1603 Fax (936) 825-1624	
APPROVED:	
DRAWING NO.	
T1	



EXISTING SITE LAYOUT

SCALE: 1"=20'-0"

NO.	REVISIONS	DATE	BY	DRAFTING	DESIGN
				SGH	PEM
				DATE	JULY 15, 2022
				SCALE	AS SHOWN

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY PAUL E. MALEK, P.E. 82860 ON JULY 15, 2022.

STATE OF TEXAS
PAUL E. MALEK
82860
LICENSED PROFESSIONAL ENGINEER

THESE PLANS WERE PREPARED UNDER THE SUPERVISION OF

ABC MANAGEMENT
FIRM NO. F-789
7984 HWY. 6 NAVASOTA, TX 77868
CONSULTING ENGINEER PAUL MALEK, P.E.
P.E. LICENSE # 82860

CITY OF NAVASOTA
UTILITY DEPARTMENT
NAVASOTA, TX 77868

PROPOSED WAREHOUSE

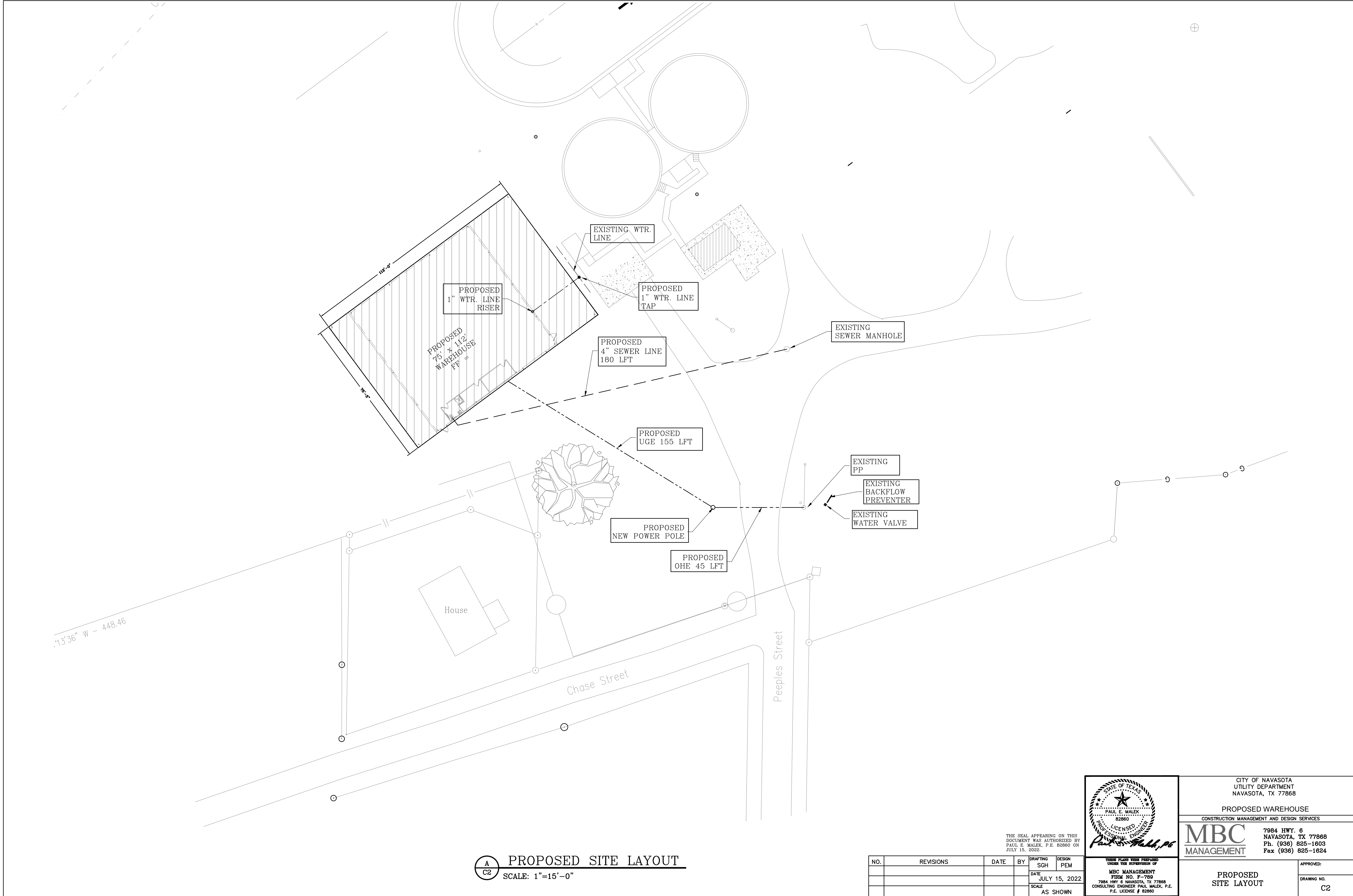
CONSTRUCTION MANAGEMENT AND DESIGN SERVICES

ABC MANAGEMENT

7984 HWY. 6
NAVASOTA, TX 77868
Ph. (936) 825-1603
Fax (936) 825-1624

APPROVED:

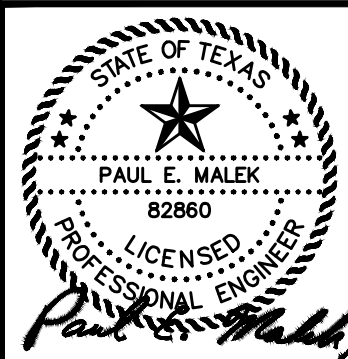
DRAWING NO.
C1



PROPOSED SITE LAYOUT
SCALE: 1"=15'-0"

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY PAUL E. MALEK, P.E. 82860 ON JULY 15, 2022.

NO.	REVISIONS	DATE	BY	DRAFTING	DESIGN
				SGH	PEM
				DATE	JULY 15, 2022
				SCALE	AS SHOWN



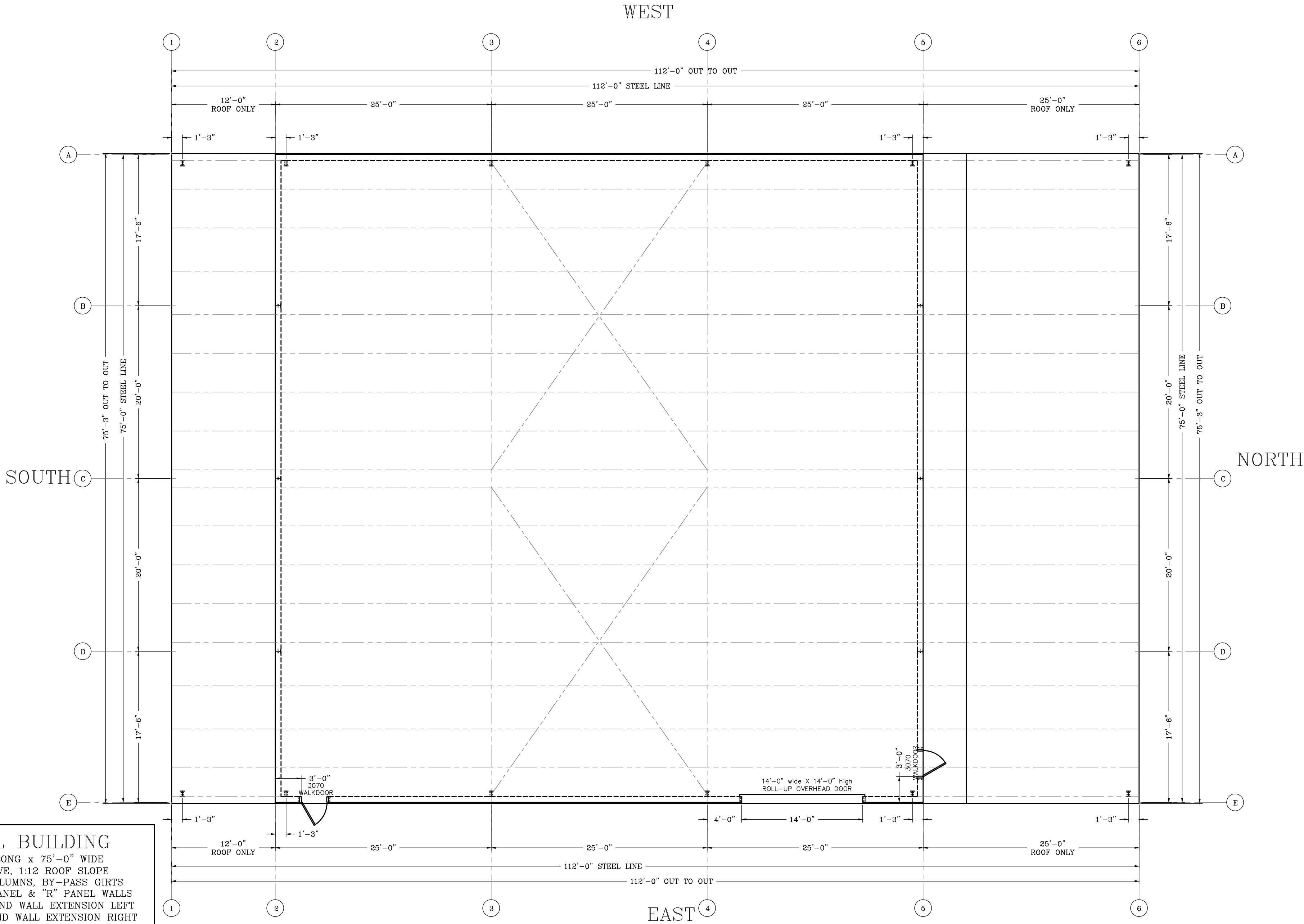
THESE PLANS WERE PREPARED UNDER THE SUPERVISION OF
ABC MANAGEMENT
FIRM NO. F-789
7984 HWY. 6 NAVASOTA, TX 77868
CONSULTING ENGINEER PAUL MALEK, P.E.
P.E. LICENSE # 82860

CITY OF NAVASOTA UTILITY DEPARTMENT NAVASOTA, TX 77868	
PROPOSED WAREHOUSE CONSTRUCTION MANAGEMENT AND DESIGN SERVICES	
ABC MANAGEMENT	7984 HWY. 6 NAVASOTA, TX 77868 Ph. (936) 825-1603 Fax (936) 825-1624
APPROVED:	DRAWING NO. C2

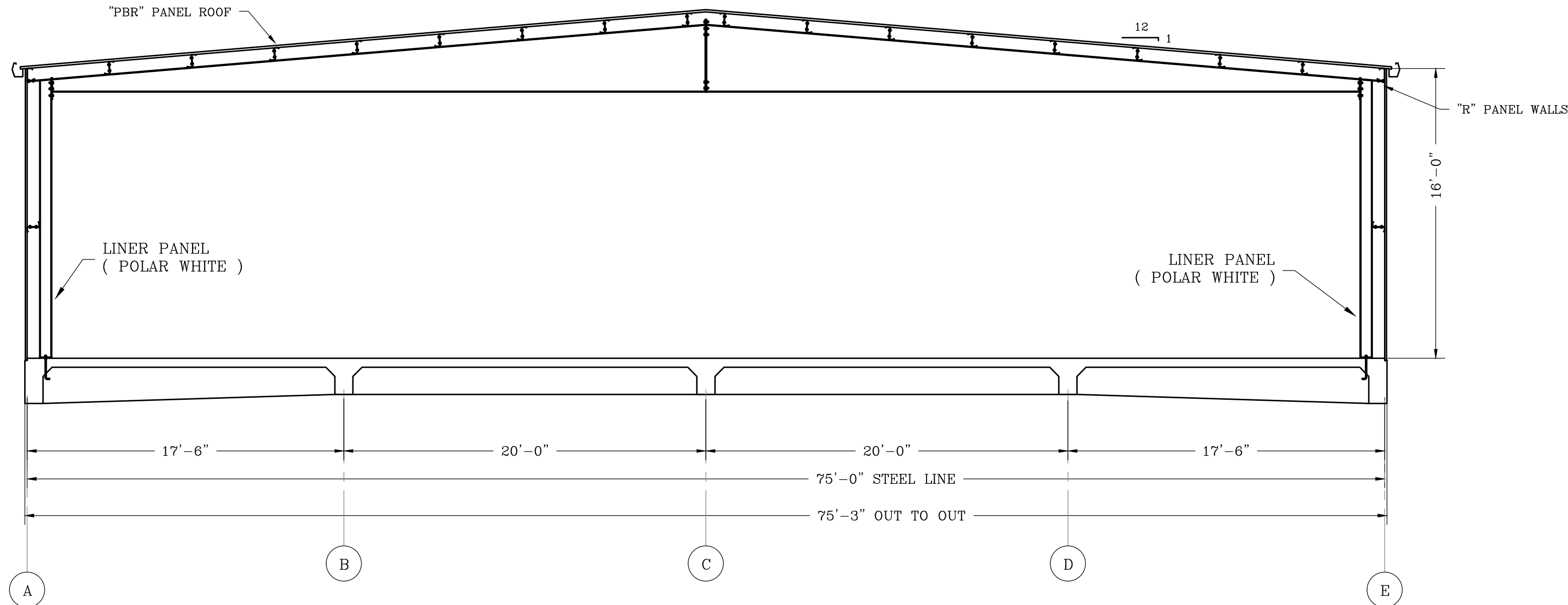
PRE- ENGINEERED METAL BUILDING

- A. RIGID FRAMES: ASTM A 529. PRE-ENGINEERED METAL BUILDING FRAMES TO SPAN AND ROOF SLOPES SHOWN AND DESIGNED TO SUPPORT DEAD LOADS INDICATED, LIVE LOADS OF 20 psf AND WIND LOADS AS SET FORTH BY THE STANDARD BUILDING CODE.
- B. DESIGN:
1. GENERAL:
- A. ALL STRUCTURAL STEEL MEMBERS AND WELDED PLATE MEMBERS SHALL BE DESIGNED IN ACCORDANCE WITH THE LATEST EDITION OF AISC SPECIFICATIONS.
- B. ALL LIGHT-GAGE, COLD FORMED STRUCTURAL MEMBERS AND COVERINGS SHALL BE DESIGNED IN ACCORDANCE WITH THE LATEST EDITION OF THE AISI SPECIFICATIONS.
- C. DESIGN SHALL BE COMPLETED AND SEALED BY A PROFESSIONAL ENGINEER.
2. DESIGN LOADS:
- A. LIVE LOAD:
1. ROOF LIVE LOAD: 20 psf.
- B. DEAD LOAD:
1. 2.0 psf IN ADDITION TO STEEL BUILDING D.L. (COLLATERAL LOAD)
- C. WIND LOAD:
1. MEET OR EXCEED INTERNATIONAL BUILDING CODE.
- D. UPLIFT (APPLIED UPWARDS TO THE ROOF SYSTEMS IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE.)
- E. EQUIPMENT LOAD
AS REQUIRED TO SUPPORT THE EQUIPMENT SHOWN.
- F. SEISMIC LOAD:
1. MEET OR EXCEED INTERNATIONAL BUILDING CODE.
- G. SNOW LOAD:
1. MEET OR EXCEED INTERNATIONAL BUILDING CODE.
- H. DESIGN LOAD COMBINATIONS:
1. DEAD + FLOOR LIVE + ROOF LIVE (OR SNOW).
2. DEAD + FLOOR LIVE + WIND LOAD (OR SEISMIC).
3. DEAD + FLOOR LIVE + WIND + 1/2 SNOW.
4. DEAD + FLOOR LIVE + 1/2 WIND + SNOW.
5. DEAD + FLOOR LIVE + SNOW + SEISMIC.
- C. MEMBERS AND CONNECTIONS:
1. HOT-ROLLED STRUCTURAL SHAPES: 36 ksi, ASTM A 36.
2. PLATE AND BAR STOCK MEMBERS: 42 ksi, ASTM A 529.
3. COLD FORMED MEMBERS: 50 ksi, ASTM A 607 (GRADE 50).
4. ROD BRACING: 36 ksi, ASTM A 36.
5. MISCELLANEOUS MEMBERS: 42 ksi.
6. PRIMARY BOLTED CONNECTIONS: ASTM A 325.
7. SECONDARY BOLTED CONNECTIONS: ASTM A 307.
8. SHOP CONNECTIONS: AWS STRUCTURAL WELDING CODE.
- D. MEMBER COATINGS:
1. OXIDE PRIMER.
- E. ROOFING MATERIAL:
1. "PBR" ROOF PANEL.
2. 26 ga. GALV. METAL
3. 3" ROOF INSULATION w/ REINFORCED VINYL FACING.
- F. WALL MATERIAL:
1. "R" WALL PANEL.
2. 26 ga. COLOR METAL
3. COLOR AS PER OWNER.
4. 3" WALL INSULATION w/ REINFORCED VINYL FACING.
- G. TRIM MATERIAL:
1. GUTTERS AND DOWNSPOUTS.
2. CORNERS & OPENINGS TRIM.
3. COLOR AS PER OWNER.

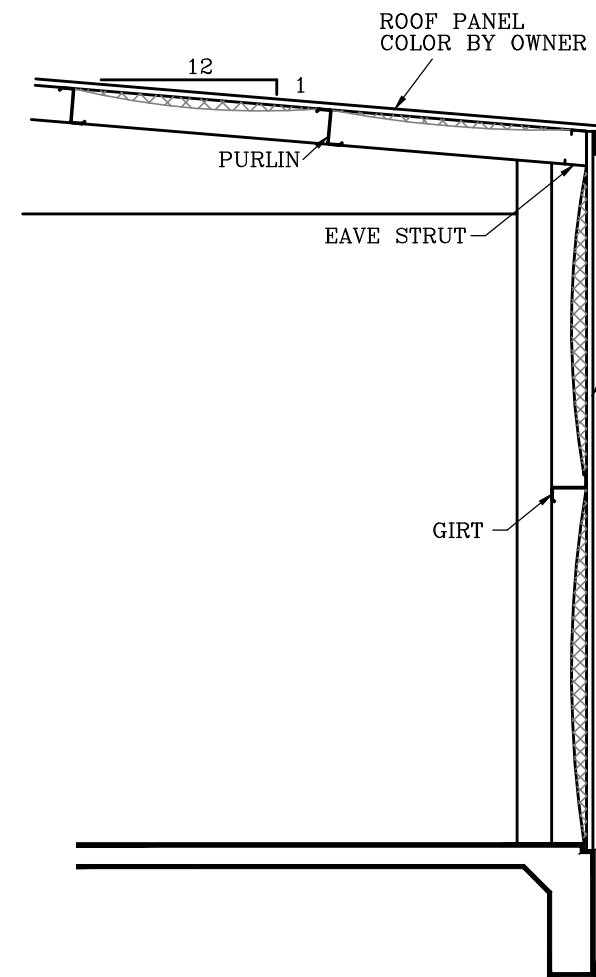
METAL BUILDING
112'-0" LONG x 75'-0" WIDE
16'-0" EAVE, 1:12 ROOF SLOPE
STRAIGHT COLUMNS, BY-PASS GIRTS
"PBR" ROOF PANEL & "R" PANEL WALLS
25'-0" ROOF END WALL EXTENSION LEFT
12'-0" ROOF END WALL EXTENSION RIGHT
3" WALL INSULATION w/ VINYL FACING
3" ROOF INSULATION w/ VINYL FACING
w/ GUTTERS, DOWNSPOUTS & ANGLE SILL



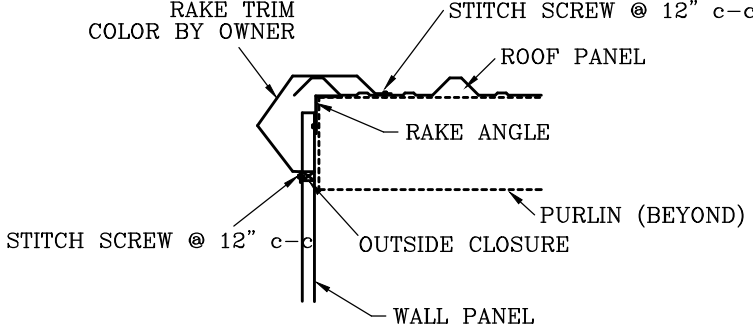
PROPOSED BLDG. PLAN
SCALE: 1/8"=1'-0"



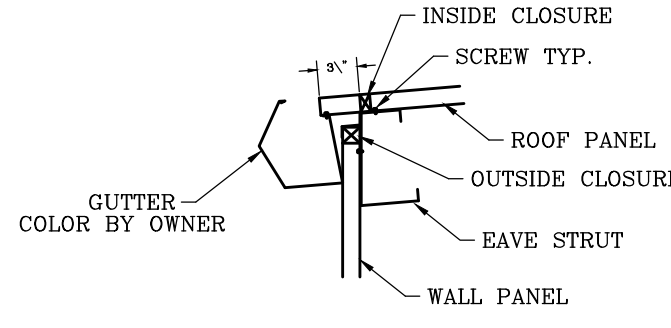
PROPOSED BLDG. SECTION
SCALE: 3/16"=1'-0"



WALL DETAIL
NTS



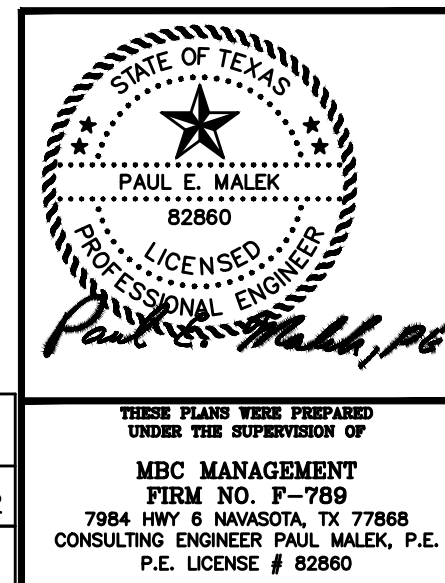
RAKE DETAIL
NTS



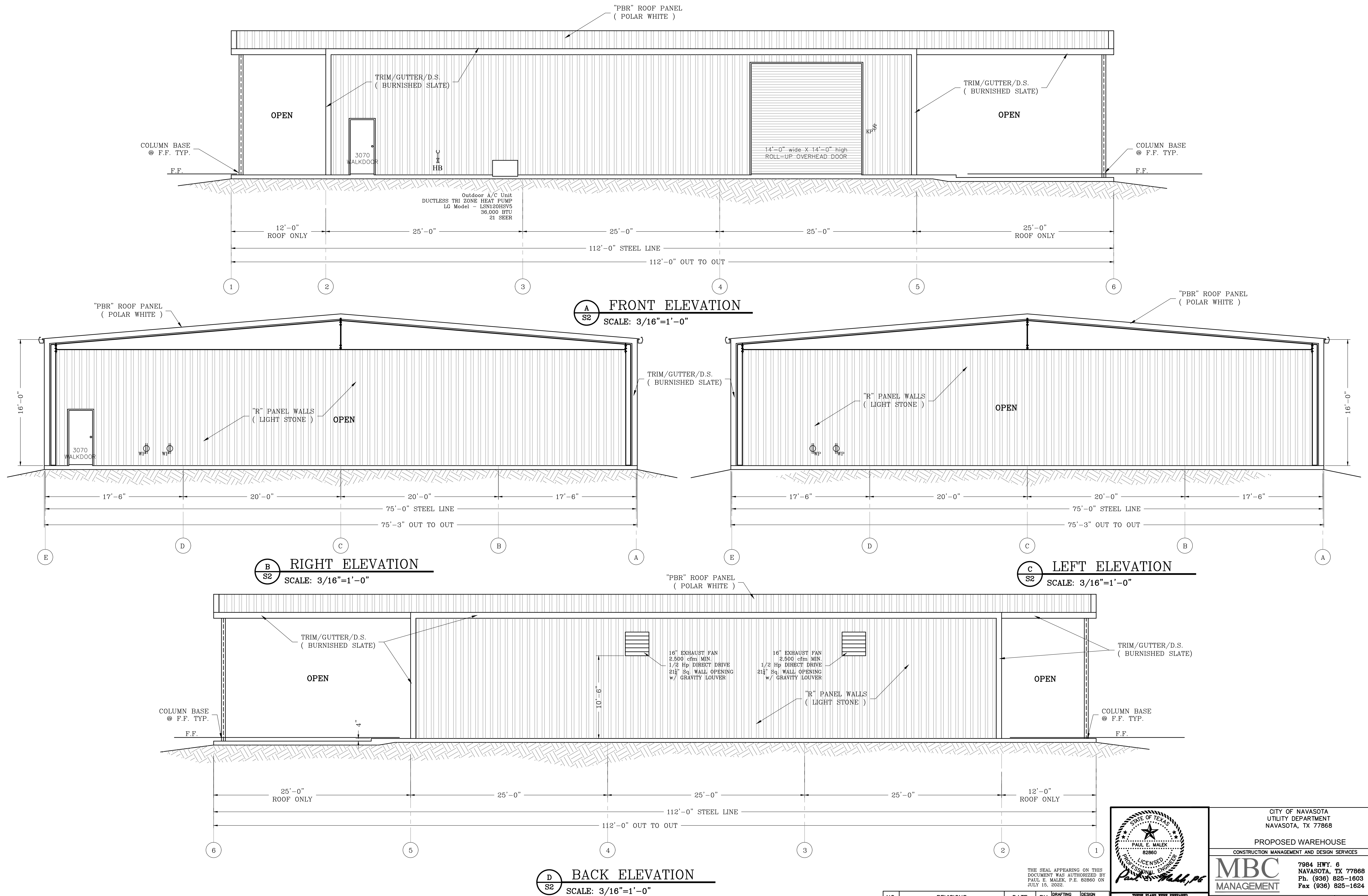
EAVE DETAIL
NTS

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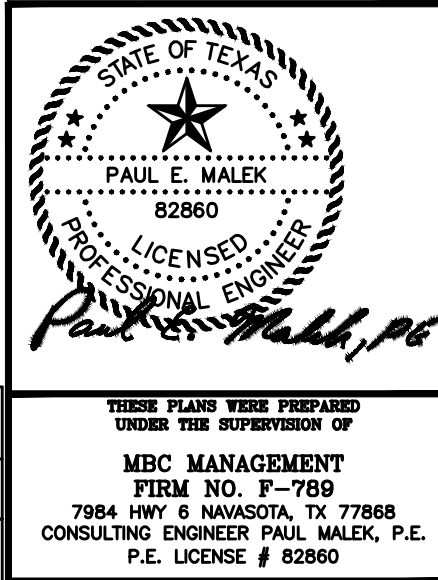
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				DATE	JULY 15, 2022
				SCALE	AS SHOWN



CITY OF NAVASOTA UTILITY DEPARTMENT NAVASOTA, TX 77868	
PROPOSED WAREHOUSE CONSTRUCTION MANAGEMENT AND DESIGN SERVICES	
MBC MANAGEMENT	7984 HWY. 6 NAVASOTA, TX 77868 Ph. (936) 825-1603 Fax (936) 825-1624
APPROVED:	DRAWING NO. S1



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CITY OF NAVASOTA UTILITY DEPARTMENT NAVASOTA, TX 77868	
PROPOSED WAREHOUSE CONSTRUCTION MANAGEMENT AND DESIGN SERVICES	
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APPROVED: DRAWING NO. S2	PROPOSED BUILDING ELEVATIONS

I. GENERAL

- A. ALL FOUNDATION PLAN DIMENSIONS ARE INTERPRETED FROM AND SHALL BE VERIFIED WITH THE BUILDING STRUCTURAL DRAWINGS AND THE OWNER NOTIFIED IF DISCREPANCIES EXIST.
- B. A 10 mil. POLY VAPOR BARRIER SHALL BE PLACED UNDER ALL CONCRETE. TEARS IN THE VAPOR BARRIER WILL BE REPAIRED.
- C. ANY UNUSUAL CONDITIONS ENCOUNTERED SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER PRIOR TO CONCRETE PLACEMENT.
- D. LOCATIONS OF CONSTRUCTION JOINTS NOT SHOWN SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONCRETE PLACEMENT.

II. CONCRETE

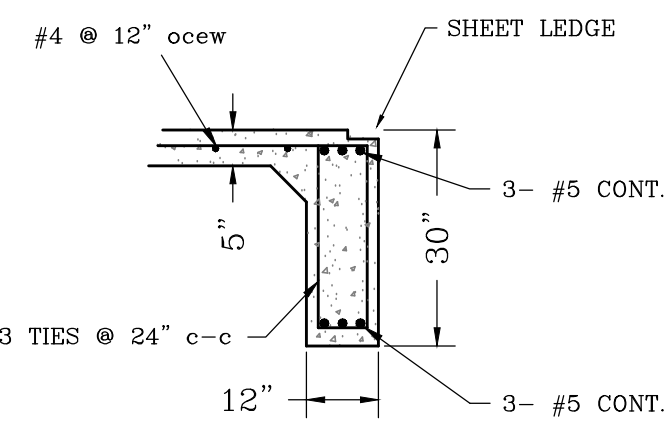
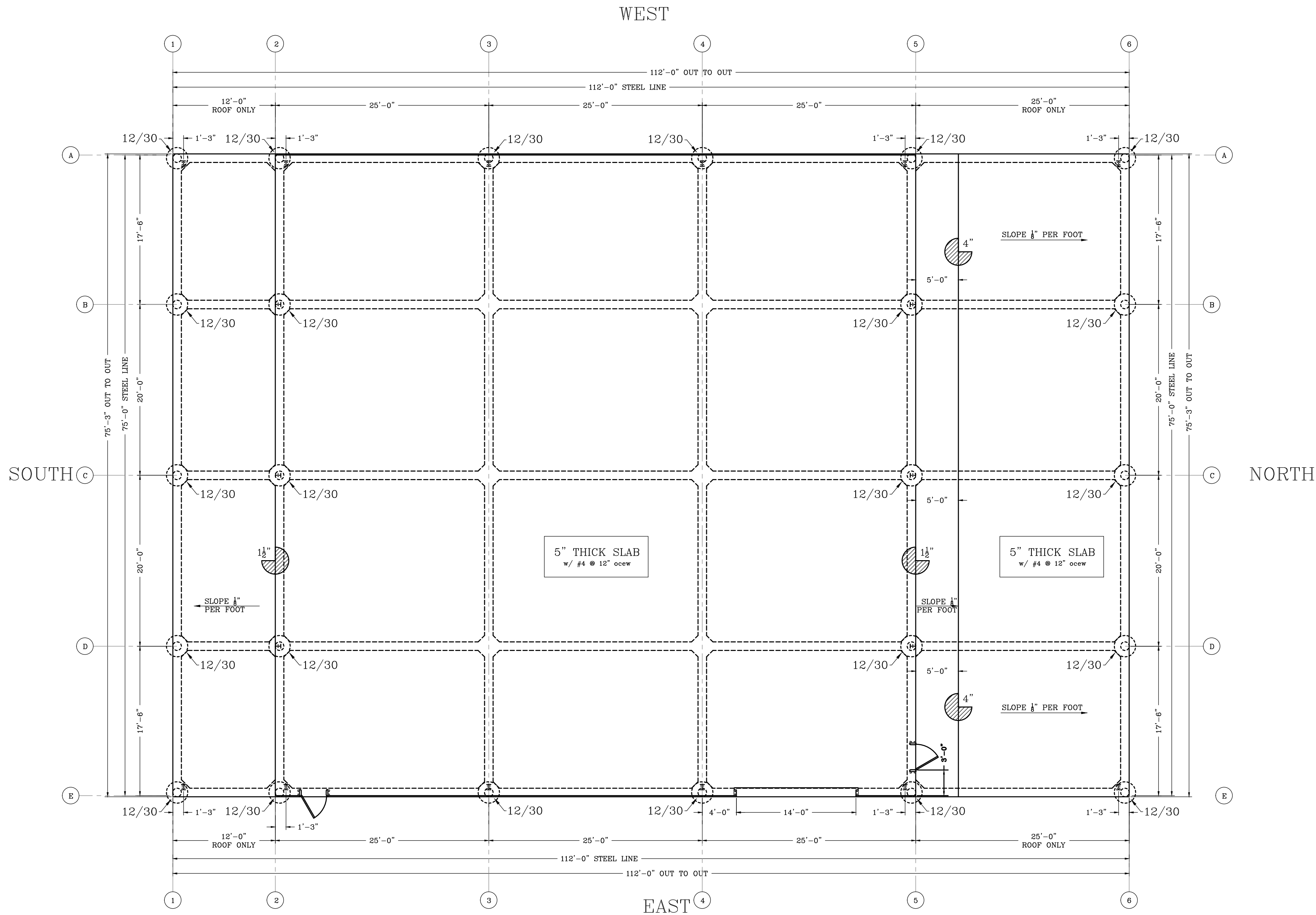
- A. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS IN ACCORDANCE WITH ASTM C-39 AND SHALL HAVE A MINIMUM MODULUS OF RUPTURE OF 350 PSI AS 28 DAYS IN ACCORDANCE WITH ASTM C-78. AN AIR ENTRAINMENT AGENT SHALL BE USED. FLY ASH SHALL NOT BE USED.
- B. WHERE CONCRETE IS PLACED AGAINST FORMS OR SEAL SLABS REINFORCING BARS SHALL HAVE A MINIMUM OF 2 INCHES CLEAR COVER UNLESS SHOWN OTHERWISE. WHERE CONCRETE IS PLACED AGAINST EARTH, REINFORCING BARS SHALL HAVE A MINIMUM OF 3 INCHES CLEAR COVER.
- C. METAL KEYED CONSTRUCTION JOINTS AND SAWED JOINTS MAY BE INTERCHANGED AS REQUIRED FOR CONCRETE PLACEMENT.
- D. APPLY FLOAT FINISH TO SLAB SURFACES TO RECEIVE A TROWEL FINISH.
- E. APPLY A CLASS "4" FLOOR FINISH TO SLAB SURFACES TO BE COVERED WITH PAINT OR OTHER THIN FILM FINISH COATING SYSTEM IN ACCORDANCE WITH ACI 302.
- F. EXCEPT WHERE FLOOR DRAINS OCCUR DEPRESSIONS BETWEEN HIGH SPOTS SHALL NOT BE GREATER THAN 1/8 in. BELOW A 10 ft. LONG STRAIGHTEDGE IN ACCORDANCE WITH ACI 302.
- G. CONCRETE FACES SHALL NOT DEVIATE MORE THAN 3/16" FROM THE PLAN DIMENSIONS.
- H. ANCHOR BOLT LAYOUT SHALL BE AS PER BUILDING MANUFACTURER. DIMENSIONS.

III. REINFORCING STEEL

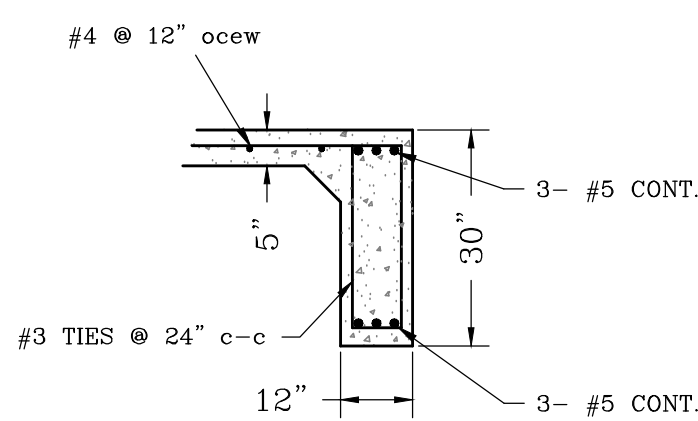
- A. ALL REINFORCING STEEL SHALL BE ASTM A-615, GRADE 60.
- B. DETAILING OF REINFORCING SHALL BE IN ACCORDANCE WITH ACI 315, LATEST EDITION, UNLESS SHOWN OTHERWISE. PLACING OF REINFORCING SHALL BE IN ACCORDANCE WITH C.R.S.I., "RECOMMENDED PRACTICE FOR PLACING OF REINFORCING BARS", LATEST EDITION.
- C. WHERE IT IS NECESSARY TO SPLICE REINFORCEMENT AT LOCATIONS OTHER THAN THOSE SHOWN ON THE DRAWINGS, THE SPLICE LOCATIONS SHALL BE APPROVED BY THE ENGINEER. LAP SPLICED AND EMBEDMENT LENGTHS, NOT SHOWN ON THE DRAWINGS, SHALL BE IN ACCORDANCE WITH C.R.S.I., LATEST EDITION.

IV. STRUCTURAL SUBGRADE

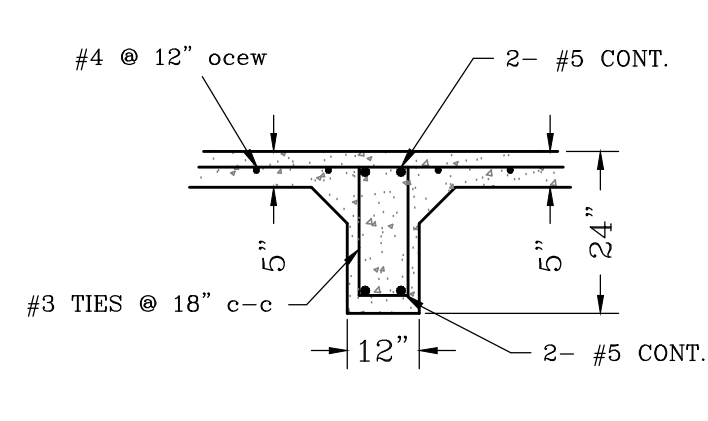
- A. THE TOTAL AREA OF THE FOUNDATION SHALL BE EXCAVATED TO REMOVE TOPSOIL. THE SUBGRADE SHALL BE PROOF ROLLED PRIOR TO PLACEMENT OF SELECT FILL. AREAS FOUND TO BE SUBSTANDARD SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER. THE PERPARATION OF THE SUBGRADE SHALL BE SUBJECT TO REVIEW OF THE ACTURAL FIELD SOIL CONDITIONS BY THE ENGINEER UPON EXPOSURE OF THE SUBGRADE BY SITE EXCAVATION.
- B. ALL FILL PLACED UNDER THE FOUNDATION SLAB SHALL HAVE A MAXIMUM PLASTICITY INDEX OF 20 OR LESS. THE MINIMUM PLASTICITY INDEX SHALL BE 5. ALL FILL SHALL BE PLACED IN MAXIMUM LIFT THICKNESSES OF SIX INCHES. EACH LIFT SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY (ASTM D-698) AT A MOISTURE CONTENT OF -1% TO +3% OF OPTIMUM.



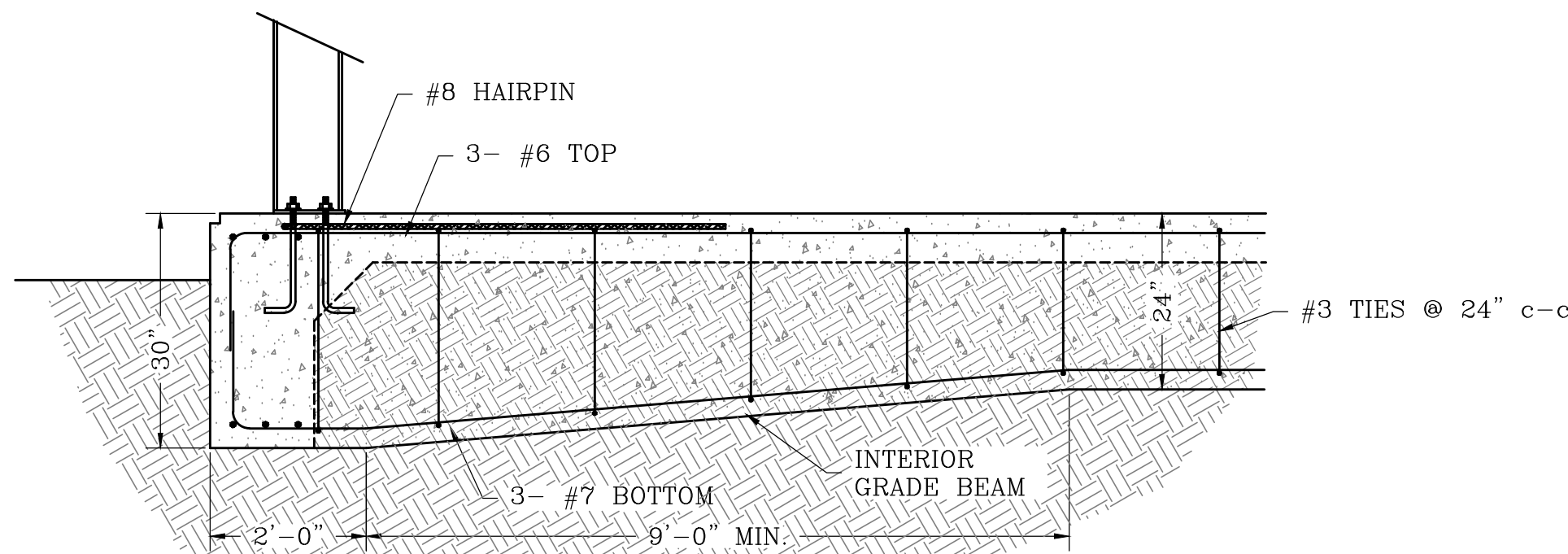
B
S3 SECTION
NTS



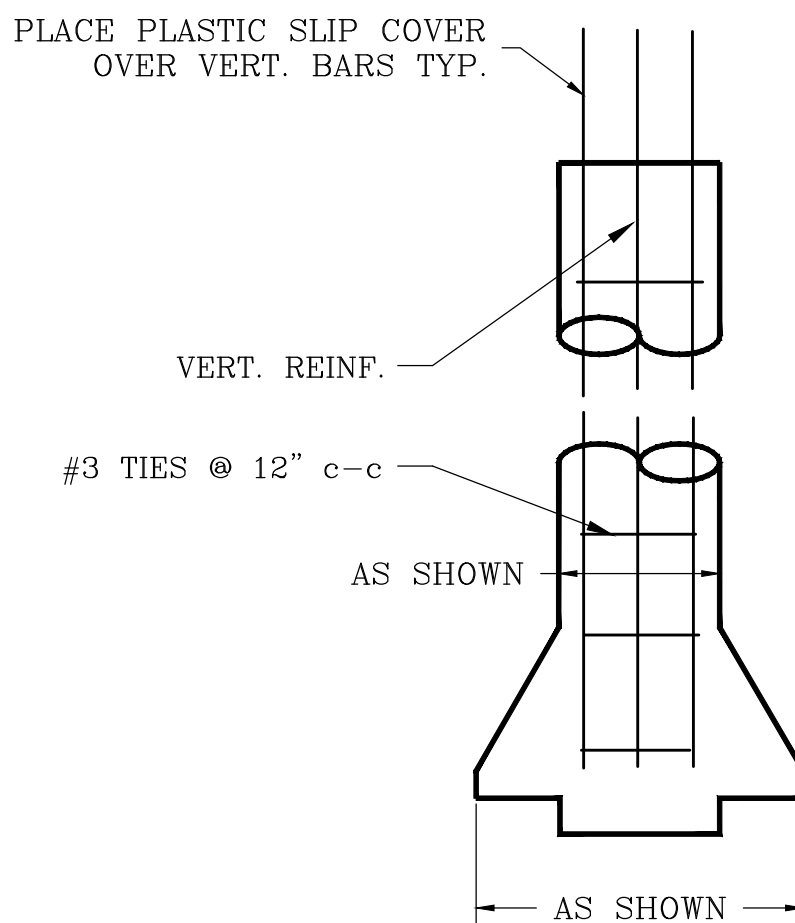
C
S3 SECTION
NTS



D
S3 SECTION
NTS



E
S3 SECTION
NTS

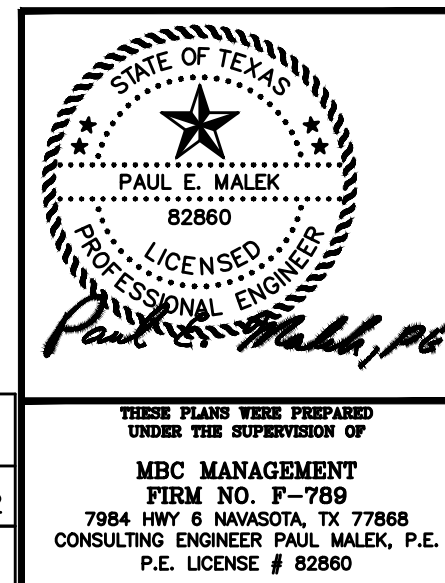


A
S3 FOUNDATION PLAN
SCALE: 1/8"=1'-0"

DRILLED PIER SCHEDULE					
MARK	SIZE		REINFORCEMENT		DEPTH
	SHAFT	BELL	VERTICAL	TIES	
12/30	12"	30"	4- #5	#3	APPROX. 10'-0" BELOW NATURAL GROUND SURFACE TO A SUTABLE BEARING SOIL STRATA

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CITY OF NAVASOTA
UTILITY DEPARTMENT
NAVASOTA, TX 77868

PROPOSED WAREHOUSE

CONSTRUCTION MANAGEMENT AND DESIGN SERVICES

MB
MANAGEMENT

7984 HWY. 6
NAVASOTA, TX 77868
Ph. (936) 825-1603
Fax (936) 825-1624

THESE PLANS WERE PREPARED UNDER THE SUPERVISION OF

MB
MANAGEMENT
FIRM NO. F-789
7984 HWY 6 NAVASOTA, TX 77868
CONSULTING ENGINEER PAUL MALEK, P.E.
P.E. LICENSE # 62860

APPROVED:

DRAWING NO.
S3

SOUTH

WEST

NORTH

EAST

16" EXHAUST FAN
2,500 cfm MIN.
1/2 Hp DIRECT DRIVE
21 1/4" Sq. WALL OPENING
w/ GRAVITY LOUVER

16" EXHAUST FAN
2,500 cfm MIN.
1/2 Hp DIRECT DRIVE
21 1/4" Sq. WALL OPENING
w/ GRAVITY LOUVER

WATER HEATER
6 GAL. CAPACITY
110 VOLTS
1500 WATTS

Indoor A/C Unit

Indoor A/C Unit

Indoor A/C Unit

"LP" PANEL

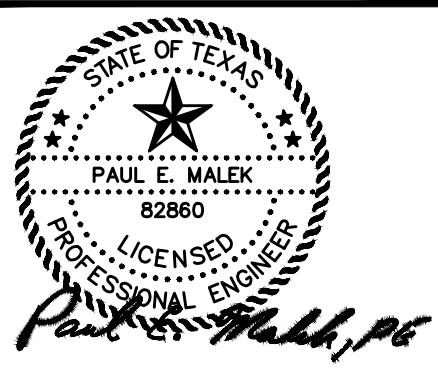
30 Amp.
DISCONNECT
FOR MINI-SPLIT
A/C UNIT
FUSED

Outdoor A/C Unit
DUCTLESS TRI ZONE HEAT PUMP
LG Model - LSN120HSV5
36,000 BTU
21 SEER

HVAC PLAN
SCALE: 3/16"=1'-0"

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CONSULTING ENGINEER PAUL MALEK, P.E.
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CITY OF NAVASOTA
UTILITY DEPARTMENT
NAVASOTA, TX 77868

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APPROVED:

DRAWING NO.
M1

SOUTH













WEST

NORTH

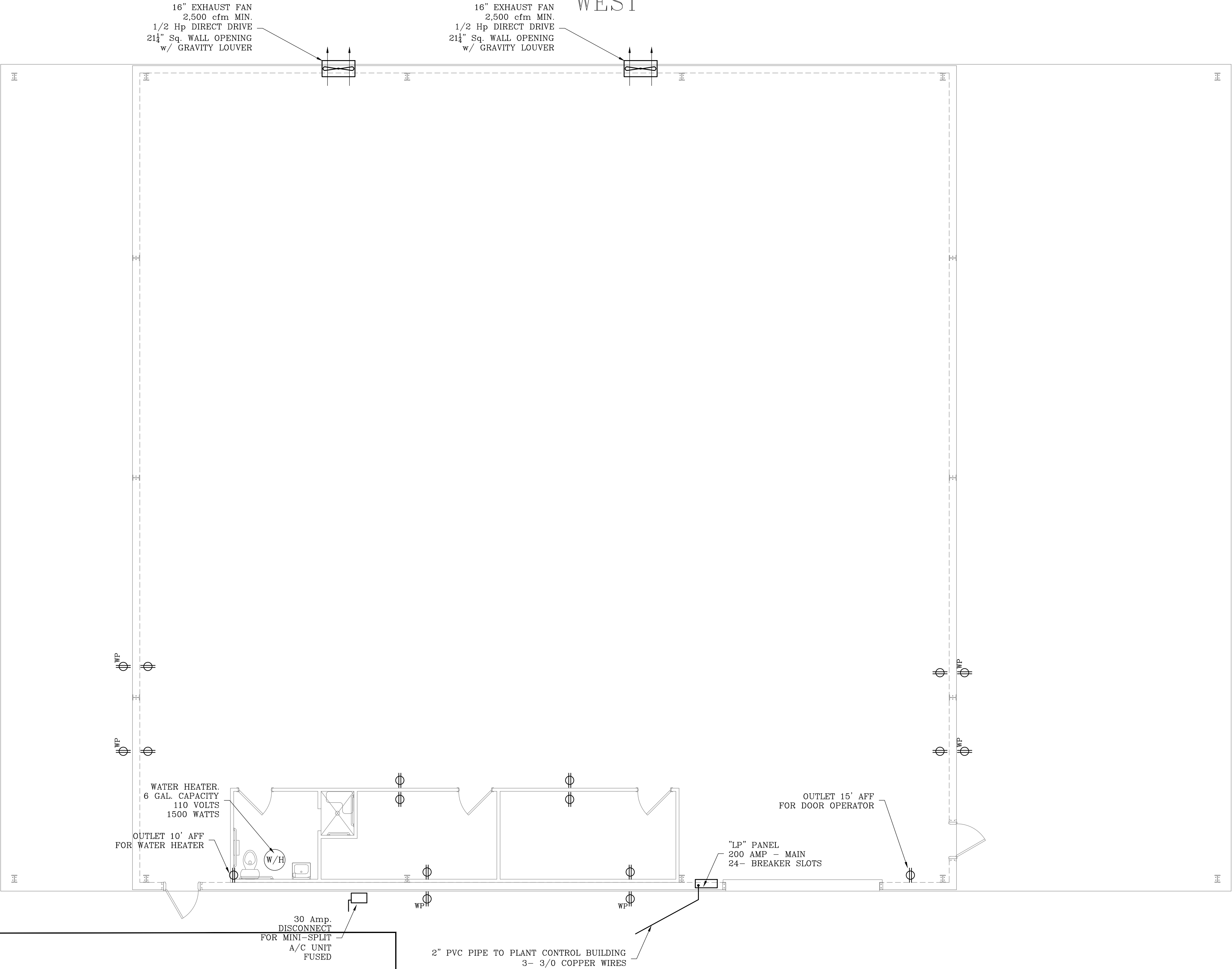
EAST

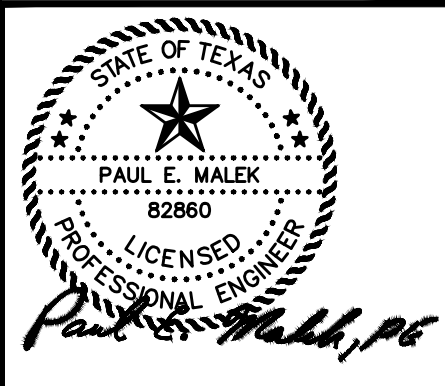
ELECTRICAL PLAN
SCALE: 3/16"=1'-0"

ELECTRICAL LEGEND



DUPLEX OUTLET
WEATHER PROOF DUPLEX OUTLET
GFCI PROTECTED OUTLET
240 VOLT OUTLET 40 A.
240 VOLT OUTLET 100 A.
SWITCH
WEATHER PROOF SWITCH
WALL LIGHT - LUMARK PM40-5T
1 X 4 FLUSH CEILING LIGHT - METALUX #WN-232A-UNV-EB81-U
2 X 4 FLUSH CEILING LIGHT - METALUX W-432A-UNV-EB81-U
EMERGENCY EXIT LIGHT - SURE-LITES LPX70RWH DH
EXHAUST FAN
WATER HEATER 30 A.





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ABC MANAGEMENT
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CONSULTING ENGINEER PAUL MALEK, P.E.
P.E. LICENSE # 82860

CITY OF NAVASOTA
UTILITY DEPARTMENT
NAVASOTA, TX 77868

PROPOSED WAREHOUSE

CONSTRUCTION MANAGEMENT AND DESIGN SERVICES

ABC MANAGEMENT

7984 HWY. 6
NAVASOTA, TX 77868
Ph. (936) 825-1603
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SOUTH

WEST

NORTH

2" PVC PIPE TO PLANT CONTROL BUILDING
3/0 COPPER WIRES

EAST

A
E1

ELECTRICAL PLAN

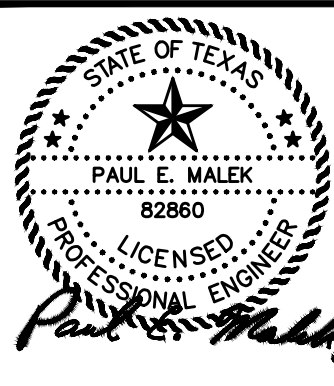
SCALE: 3/16"=1'-0"

ELECTRICAL LEGEND

- ⊕ DUPLEX OUTLET
⊕_{WP} WEATHER PROOF DUPLEX OUTLET
● GFCI PROTECTED OUTLET
⊕ 240 VOLT OUTLET 40 A.
● 240 VOLT OUTLET 100 A.
\$ SWITCH
\$_{WP} WEATHER PROOF SWITCH
⊗ WALL LIGHT - LUMARK PM40-5T
⊠ 1 X 4 FLUSH CEILING LIGHT - METALUX #WN-232A-UNV-EB81-U
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⊞ EMERGENCY EXIT LIGHT - SURE-LITES LPX70RWH DH
⊞ EXHAUST FAN
W/H WATER HEATER 30 A.

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UTILITY DEPARTMENT
NAVASOTA, TX 77868

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ABC
MANAGEMENT

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PROPOSED
ELECTRICAL PLAN

APPROVED:
DRAWING NO.
E2

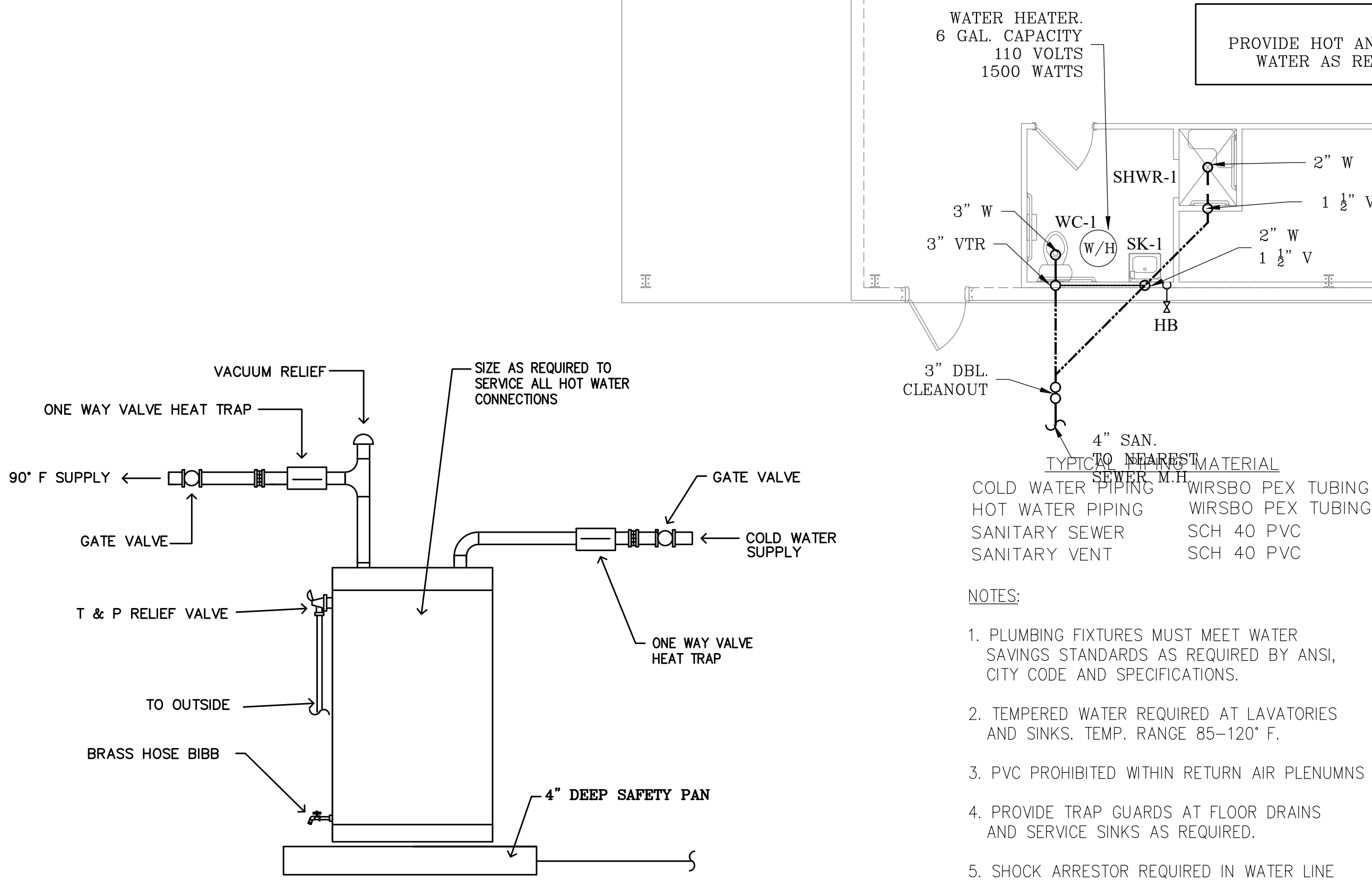
WEST

SOUTH

NORTH

EAST

PLUMBING PLAN
SCALE: 3/16"=1'-0"



- NOTES:
1. PLUMBING FIXTURES MUST MEET WATER SAVING STANDARDS AS REQUIRED BY ANSI, CITY CODE AND SPECIFICATIONS.
 2. TEMPERED WATER REQUIRED AT LAVATORIES AND SINKS. TEMP. RANGE 85-120° F.
 3. PVC PROHIBITED WITHIN RETURN AIR PLENUMNS
 4. PROVIDE TRAP GUARDS AT FLOOR DRAINS AND SERVICE SINKS AS REQUIRED.
 5. SHOCK ARRESTOR REQUIRED IN WATER LINE
 6. FLUSH VALVE HANDLES TO BE MOUNTED PER ADA REQUIREMENTS

WATER HEATER DETAIL

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STATE OF TEXAS
PAUL E. MALEK
82860
PROFESSIONAL ENGINEER
Paul E. Malek, P.E.

THESE PLANS WERE PREPARED UNDER THE SUPERVISION OF
MBC MANAGEMENT
FIRM NO. P-789
7984 HWY. 6 NAVASOTA, TX 77868
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P.E. LICENSE # 82860

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UTILITY DEPARTMENT
NAVASOTA, TX 77868

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APPROVED:
DRAWING NO.
P1

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 8. **AGENDA DATE:** July 25, 2022

PREPARED BY: Mike Mize, Chief of Police

APPROVED BY: JW

ITEM: Presentation, discussion and possible action on a grazing and baling lease agreement for the closed landfill site. [Mike Mize, Interim Chief of Police]

ITEM BACKGROUND:

Currently, the closed landfill site is utilized by the Navasota Police Department as a gun range. Additionally, the Public Works Department uses the front portion of the landfill site for storing brush collected from the City and holding until it is chipped into mulch. The remaining 25-acres is grass, and the neighbors, Larry and Mildred Wood, have leased this property from the City for grazing and baling purposes. Staff has attached a one-year lease agreement, beginning June 1, 2022, with Mr. & Mrs. Wood for consideration of grazing and baling the property for \$30 per acre annually. The has already received the \$750 annual payment and is pending deposit until the lease agreement has been approved by City Council.

BUDGETARY AND FINANCIAL SUMMARY:

\$750 annual payment as revenue for the General Fund

STAFF RECOMMENDATION:

Staff recommends approval of a lease agreement with Larry and Mildred Wood for grazing and baling purposes at the closed landfill site for \$30 per acre annually.

ATTACHMENTS:

1. Grazing Lease

Grazing Lease

Basic Terms

Date: _____, 20__

Landlord: City of Navasota, a Texas municipal corporation

Landlord's Address:

200 E. McAlpine
P.O. Box 910
Navasota, TX 77868

Tenant: Larry & Mildred Ann Wood

Tenant's Address:

9968 County Road 416A
Navasota, TX 77868

Premises: SURFACE ONLY of approximately 25 acres of land, situated in Grimes County, Texas ("Land").

Property description: A0057 T Walker, Tract 1-6

The Premises do not include crops or Excluded Improvements located on the Land.

Tenant will not be permitted to use the Excluded Improvements.

Excluded Improvements: Any structure, improvement, or equipment situated on the Land and constructed or installed by any person other than Tenant.

Term (months): 12 months

Commencement Date: June 1, 2022

Termination Date: June 1, 2023

Permitted Use: Solely for grazing and baling hay for personal use (not to sale).

Base Rent (Annually): \$30.00 per acre

Security Deposit: \$-0-

Tenant's Insurance: As required by Insurance Addendum

Tenant's Rebuilding Obligations: If the Premises are damaged by fire or other elements, Tenant will be responsible for repairing or rebuilding the following leasehold improvements: N/A.

Definitions

"Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

"Injury" means (1) harm to or impairment or loss of property or its uses or (2) harm to or death of a person.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

Clauses and Covenants

A. Tenant agrees to -

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.
3. Obey all laws relating to Tenant's use, maintenance of condition, and occupancy of the Premises.
4. Pay annually, in advance, on the first day of the month, the Base Rent to Landlord at Landlord's Address.
5. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.
6. Pay for all labor, fuel, and utility services used by Tenant.
7. Pay all taxes on Tenant's property located on the Premises.
8. Allow Landlord to inspect the Premises and show the Premises to prospective purchasers or tenants.
9. Repair, replace, and maintain any part of the Premises used by Tenant.
10. Repair any damage to the Premises, Land, or Excluded Improvements caused by Tenant.
11. Maintain the insurance coverage described in the attached Insurance Addendum.

12. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LANDLORD'S AGENTS HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF TENANT'S OR TENANT'S AGENTS' USE OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR LANDLORD'S AGENTS BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR LANDLORD'S AGENTS.**

13. Deliver to Landlord a financing statement perfecting the security interest.
14. Vacate the Premises on the last day of the Term.
15. Use the highest standards of animal husbandry in grazing the Premises.
16. Keep all gates on the Premises closed and locked.
A key will be provided to the City.
17. Enter and exit the Premises at those places designated by Landlord.
18. Tenant may install 1 gate between their property, and the City property.

B. Tenant agrees not to -

1. Use the Premises for any purpose other than the Permitted Use.
Grazing and baling for personal use (not for sale).
2. Create or allow a nuisance or permit any waste of the Premises.
3. Change Landlord's lock system.
4. Alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of manufactured housing or mobile home.
5. Allow a lien to be placed on the Premises.
6. Assign this lease or sublease any portion of the Premises without Landlord's written consent.
7. Graze more than 15 head of cattle [*or other livestock*?] on the Premises.

8. Hunt or fish on the Land or allow anyone else to do so.

9. Litter or leave trash or debris on the Premises.

C. Landlord agrees to -

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Return the Security Deposit to Tenant, less itemized deductions, if any, on or before the sixtieth day after the date Tenant surrenders the Premises.

3. Obey all laws relating to Landlord's operation of the Premises.

D. Landlord agrees not to -

1. Allow any use of the Premises inconsistent with the Permitted Use as long as Tenant is not in default.

2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at termination of the lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

3. *Release of Claims.* TENANT RELEASES LANDLORD AND LANDLORD'S AGENTS FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO TENANT OR TO TENANT'S OR TENANT'S AGENTS' PROPERTY LOCATED ON THE PREMISES. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR LANDLORD'S AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR LANDLORD'S AGENTS.**

4. *Condemnation/Substantial or Partial Taking*

a. If the Premises cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this lease will terminate.

b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

5. *Landlord's Lien.* Tenant grants to Landlord a security interest in the collateral to secure payment and performance by Tenant of all obligations and payments due from Tenant under this lease. The collateral will include all of Tenant's crops, livestock, and personal property located or to be located on the Premises, and all products, proceeds, offspring, increase, governmental payments, insurance proceeds, documents of title, and warehouse receipts relating to such property.

This lease is a security agreement under both article 9 of the Texas Business and Commerce Code and the federal Food Security Act of 1985. Tenant agrees to furnish to Landlord a list of the names and addresses of any buyer, commission merchant, or selling agent to or through whom Tenant may sell the collateral. Tenant agrees to notify Landlord of the identity of any buyer, commission merchant, selling agent, or warehouse to or with whom Tenant intends to sell or store the collateral within seven days before any sale or storage of the collateral.

6. *Default by Landlord/Events.* A default by Landlord is the failure to comply with any provision of this lease that is not cured within thirty days after written notice.

7. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and terminate this lease.

8. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent; (b) abandoning or vacating a substantial portion of the Premises; and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

9. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be using the Premises for grazing, until the default is cured, without being liable for damages.

10. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

11. *Security Deposit.* If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

12. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

13. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

14. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

15. *Venue.* Exclusive venue is in the county in which the Premises are located.

16. *Entire Agreement.* This lease, its exhibits, addenda, and riders constitute the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the lease of the Premises by Landlord to Tenant that are not in this lease and any exhibits, addenda, and riders.

17. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

18. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

19. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

20. *Mineral Interests.* This lease is subordinate to any present or future oil, gas, or other mineral exploration agreements and leases relating to the Land. Landlord will not be liable to Tenant for any damages for actions attributable to those agreements and will receive all consideration paid therefor.

21. *Landlord's Use.* Landlord retains the right to permit third parties to use the Premises for hunting, fishing, and other uses that do not materially interfere with Tenant's grazing rights.

22. Landlord will maintain road when necessary.

City of Navasota, a Texas municipal corporation

Bert Miller, Mayor

Tenant:

Larry and Mildred Ann Wood

Insurance Addendum to Lease

Lease

Date: _____, 20__

Landlord: City of Navasota, a Texas municipal corporation

Tenant: Larry and Mildred Ann Wood

This insurance addendum is part of the lease.

Tenant agrees to -

1. Maintain the liability insurance policies required below during the Term and any period before or after the Term when Tenant is present on the Premises:

Type of Insurance

Minimum Policy Limit

Commercial general liability
(occurrence basis) endorsed to
cover farm and ranch operations

Per occurrence: \$ _____
Aggregate: \$ _____

2. Comply with the following additional insurance requirements:

a. All liability policies must be endorsed to name Landlord as an "additional insured" on a form that does not exclude coverage for the sole or contributory ordinary negligence of Landlord and must not be endorsed to exclude the sole negligence of Landlord from the definition of "insured contract."

b. Certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Tenant to Landlord before entering the Premises and thereafter at least ten days before the expiration of the policies.

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9. **AGENDA DATE:** July 25, 2022

PREPARED BY: Lance Hall, Finance Director

APPROVED BY: JW

ITEM: Presentation, discussion and possible action to accept the City of Navasota Quarterly Investment Report for quarter ending June 30, 2022. [Lance Hall, Finance Director]

ITEM BACKGROUND:

Chapter 2256 of the Texas 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:

N/A

STAFF RECOMMENDATION:

Staff recommends reviewing and accepting the City of Navasota Quarterly Investment Report ending June 30, 2022

ATTACHMENTS:

1. 2nd Quarter Investment Report

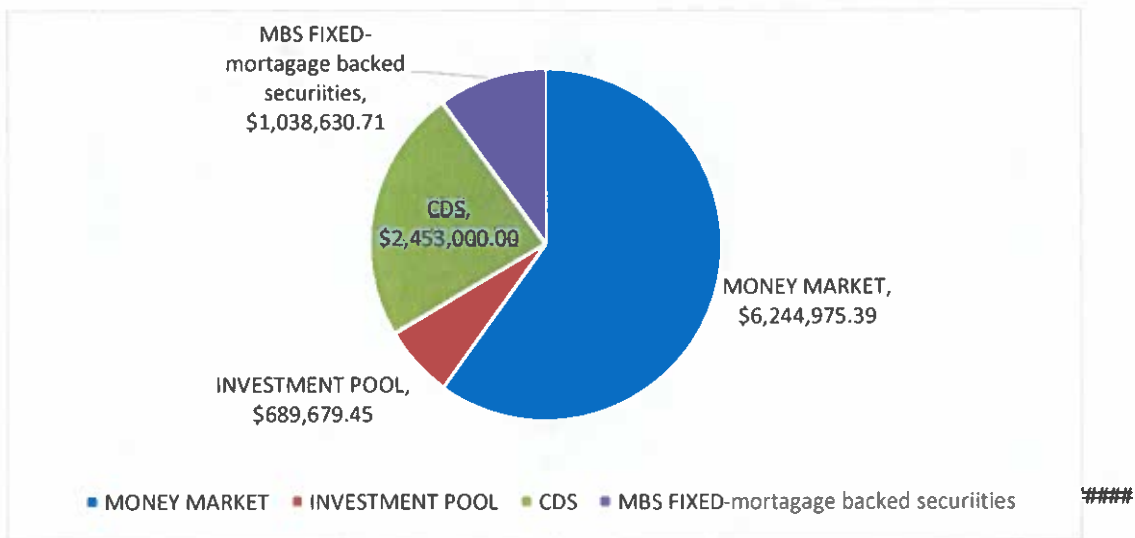
QUARTERLY SUMMARY FOR PERIOD ENDING

06/30/2022

BEGINNING BOOK VALUE	\$10,738,599.84
BEGINNING MARKET VALUE	\$10,426,285.55
ENDING BOOK VALUE	\$10,439,825.62
ENDING MARKET VALUE	\$10,439,825.62
CHANGE IN MARKET VALUE	\$13,540.07
weighted average maturity	6,071

PORTFOLIO BREAKDOWN

MONEY MARKET	\$4,782,496.91
INVESTMENT POOL	\$1,685,063.55
CDS	\$3,965,615.20
MBS FIXED-mortgage backed securities	\$6,649.96



PORTFOLIO BREAKDOWN BY MATURITY

YEARS	0-1	\$6,719,210.42
YEARS	1-2	\$738,000.00
YEARS	2-3	\$2,489,615.20
YEARS	3-4	\$493,000.00
YEARS	4-5	
YEARS	5-	

\$10,439,825.62

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.: 10. **AGENDA DATE:** July 25, 2022

PREPARED BY: Susie M. Homeyer, City Secretary

APPROVED BY: JW

ITEM: Discussion and possible action on the second reading of Ordinance No. 999-22, authorizing the suspension of the effective date for an additional ninety (90) days beyond the August 5, 2022 effective date proposed by Entergy Texas, Inc. in connection with Entergy Texas, Inc. rate increase application. [Jason Weeks, City Manager]

ITEM BACKGROUND:

On July 1, 2022, Entergy Texas filed a statement of intent requesting a system-wide base rate increase of approximately \$13.4 million annually, which would be an 11.2% increase over the current rates (excluding fuel cost). If approved, Entergy's base rate increase request would result in an average monthly increase of approximately \$13.50 for a residential customer using 1000 kWh per month.

Cities have exclusive original jurisdiction over the rates, operations, and services of an electric utility in areas in the municipality pursuant to the Public Utility Regulatory Act (33.001a). The Public Regulatory Act (33.001) requires a local regulatory authority to make a reasonable determination of rate base, expenses, investment and rate of return and retain the necessary personnel to determine reasonable rates. The City of Navasota's reasonable cost for regulatory expenses in ratemaking proceedings shall be reimbursed by the electric utility under the Public Regulatory Act (33.023). Additionally, the Public Regulatory Act (33.108a) authorizes a municipal regulatory authority to suspend a utility's proposed rate change for not longer than 90-days after the date the rate change would otherwise be effective.

Entergy has proposed that the base rate increase would become effective on August 5, 2022, or 35 days after the date its statement of intent was filed. As such, the City of Navasota must take action to approve, deny, modify, or suspend the rate increase request before August 5, 2022. The City of Navasota is a member of a steering committee comprised of multiple municipalities that have hired The Lawton Law Firm, P.C. out of Austin, Texas to provide legal counsel on these type of rate cases. The Lawton Law Firm and staff is recommending that the City of Navasota suspend the effective date of the proposed rate increase to permit time for The Lawton Law Firm to review Entergy's request and make an informed recommendation to Navasota and other member cities.

Given the complexity of the proposed rate increase and the need to fully review the proposed base rate and riders, it is necessary for the City of Navasota to suspend the effective date for implementing the proposed rates until at least November 3, 2022, in order to allow the City's rate experts sufficient time to determine the merits of Entergy's proposed rates.

BUDGETARY AND FINANCIAL SUMMARY:

None

STAFF RECOMMENDATION:

Staff recommends approval of the second reading of Ordinance No. 999-22, authorizing the suspension of the effective date for an additional ninety (90) days beyond the August 5, 2022 effective date proposed by Entergy Texas, Inc. in connection with its rate increase application.

ATTACHMENTS:

1. Ordinance No. 999-22
2. Letter from Lawton Law Firm

ORDINANCE NO. 999-22

**ORDINANCE OF THE CITY OF NAVASOTA, TEXAS
AUTHORIZING THE SUSPENSION OF THE EFFECTIVE DATE
FOR AN ADDITIONAL NINETY (90) DAYS BEYOND THE
AUGUST 5, 2022, EFFECTIVE DATE PROPOSED BY ENTERGY
TEXAS, INC., IN CONNECTION WITH ITS RATE INCREASE
APPLICATION ENTITLED "APPLICATION OF ENTERGY
TEXAS, INC. FOR AUTHORITY TO CHANGE RATES", FILED
ON JULY 1, 2022; AUTHORIZING PARTICIPATION WITH
THE ENTERGY TEXAS, INC. SERVICE AREA CITIES
STEERING COMMITTEE HIRING OF EXPERTS;
AUTHORIZING THE CITY'S PARTICIPATION TO THE FULL
EXTENT PERMITTED BY LAW AT THE PUBLIC UTILITY
COMMISSION OF TEXAS; REQUIRING REIMBURSEMENT OF
MUNICIPAL RATE CASE EXPENSES; FINDING THAT THE
MEETING COMPLIES WITH THE OPEN MEETINGS ACT;
MAKING OTHER FINDINGS AND PROVISIONS RELATED TO
THE SUBJECT, AND DECLARING AN EFFECTIVE DATE**

WHEREAS, on or about July 1, 2022, Entergy Texas, Inc. ("Entergy") filed a Statement of Intent with the City to increase electric rates in the Entergy Service Area; and

WHEREAS, Cities have exclusive original jurisdiction over the rates, operations and services of an electric utility in areas in the municipality pursuant to the Public Utility Regulatory Act §33.001(a); and

WHEREAS, Public Utility Regulatory Act § 33.021 requires a local regulatory authority to make a reasonable determination of rate base, expenses, investment and rate of return and retain the necessary personnel to determine reasonable rates; and

WHEREAS, the City's reasonable cost for regulatory expenses in ratemaking proceedings shall be reimbursed by the electric utility under Public Utility Regulatory Act § 33.023; and

WHEREAS, Public Utility Regulatory Act § 36.108(a) authorizes a municipal regulatory authority to suspend a utility's proposed rate change for not longer than 90 days after the date the rate change would otherwise be effective; and

WHEREAS, given the complexity of the proposed rate increase and the need to fully review the proposed base rate and riders, it is necessary to suspend the effective date for implementing the proposed rates until at least November 3, 2022, in order to allow the City's rate experts sufficient time to determine the merits of Entergy's proposed rates; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing, and investigating Entergy's base rate increase request and Entergy's proposed rate riders, City's efforts will be coordinated with similarly situated municipalities through the Entergy Texas, Inc. Cities Service Area Steering Committee; and

WHEREAS, the City will join with other Entergy service area municipalities in the Steering Committee in order to coordinate the hiring and direction of counsel and consultants working on behalf of the Steering Committee and the City.

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

Section 1. That the statement and findings set out in the preamble to this ordinance are hereby in all things approved and adopted.

Section 2. The effective date of Entergy's proposed rate increase, and the proposed tariffs related thereto, is hereby suspended for an additional ninety (90) days until November 3, 2022, in order to complete the review and investigation by City's experts.

Section 3. The City is authorized to join with other municipalities as part of the Entergy Texas, Inc. Service Area Steering Committee with the understanding that the Steering Committee will provide direction and guidance to the lawyers who are representing cities in the Entergy Texas, Inc. service area.

Section 4. The Steering Committee shall review the invoices of the lawyers and rate experts for reasonableness.

Section 5. City's legal representatives shall have the right to obtain additional information from Entergy through the service of requests for information.

Section 6. Entergy shall reimburse the City, for the reasonable costs of attorney and consultant expenses related thereto, upon the presentation of invoices reviewed by the Steering Committee.

Section 7. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. This Ordinance shall become effective from and after its passage.

PASSED AND APPROVED THIS THE 11TH DAY OF JULY, 2022.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED AND APPROVED THIS THE 25TH DAY OF JULY, 2022.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

THE LAWTON LAW FIRM, P.C.

12600 Hill Country Blvd., Suite R-275 • Austin, Texas 78738 • 512/322-0019 • 512/329-2604

July 6, 2022

Via E-Mail

Mr. Richard G. Baker
City Attorney – City of Anahuac
P.O. Box 10066
Liberty, Texas 77575

Ms. Sharae Reed
City Attorney – City of Beaumont
P.O. Box 3827
Beaumont, Texas 77704

Mr. Chris Boone
Interim City Manager – City of Beaumont
P.O. Box 3827
Beaumont, Texas 77704

Mr. Paul Fukuda
City Attorney – Bridge City
City Attorney – Pine Forest
260 Rachal
Post Office Box 846
Bridge City, Texas 77611

Mr. Robert Reynolds
Interim City Manager – City of Cleveland
907 E. Houston
Cleveland, Texas 77327

Ms. Mary Ann Powell
City Attorney – City of Cleveland
Wortham Tower, Suite 600
2727 Allen Parkway
Houston, Texas 77019

Ms. Jennifer Jeude
Interim City Secretary – City of Cleveland
907 E. Houston
Cleveland, Texas 77327

Mr. Gary Scott
City Attorney – City of Conroe
P.O. Box 3066
Conroe, Texas 77305

Mayor Nyla Akin Dalhaus
City of Cut and Shoot
P.O. Box 7364
Cut and Shoot, Texas 77306

Amy L. Wade
City Secretary – City of Cut and Shoot
P.O. Box 7364
Cut and Shoot, Texas 77306

Mr. Jeff Lambright
Mayor – City of Dayton
117 Cook Street
Dayton, Texas 77535

Mr. James Black
City Attorney – City of Groves
3535 Calder Avenue, Suite 310
Beaumont, TX 77706

Ms. Tina Paez
City of Houston Administration & Regulatory
Affairs Department (ARA)
611 Walker, 13 th Floor
Houston, Texas 77002

Mr. Leonard Schneider
City Attorney – City of Huntsville
City Attorney – City of Splendora
Liles Parker PLLC
2261 Northpark Dr., Suite 445
Kingwood, TX 77339

Mr. Brandon Davis
City Attorney – City of Liberty
City Attorney – City of Dayton
1517 Trinity
Liberty, Texas 77575

Mr. Alan P. Petrov
City Attorney – City of Montgomery
Johnson Petrov LLP
2929 Allen Parkway, Suite 3150
Houston, Texas 77019

Mr. Cary Bovey
City Attorney – City of Navasota
Bovey & Cochran, PLLC
2251 Double Creek Dr., Suite 204
Round Rock, Texas 78664

Mr. Christopher Duque
City Manager – City of Nederland
P.O. Box 967
Nederland, Texas 77627

Mr. Steve Floyd
City Manager – City of Dayton
117 Cook Street
Dayton, Texas 77535

Mr. D. E. Sosa
City Manager – City of Groves
P.O. Box 3286
Port Arthur, Texas 77643

Ms. Yushan Chang
City of Houston Legal Department
P.O. Box 368, Houston, Texas 77001-0368
City Hall Annex, 4th Floor
900 Bagby
Houston, Texas 77002

Mr. Aron Kulhavy
City Manager – City of Huntsville
1212 Ave. M
Huntsville, Texas 77340

Mr. Tom Warner
City Manager – City of Liberty
1829 Sam Houston
Liberty, Texas 77575

Mr. Richard Tramm
City Administrator – City of Montgomery
101 Old Plantersville Road
Montgomery, TX 77316

Mr. Jason Weeks
City Manager – City of Navasota
202 E. Washington
Navasota, Texas 77868

Mr. Jesse Branick
City Attorney – City of Nederland
221 Hwy. 69 South, Suite 100
Nederland, Texas 77627

Ms. Elizabeth Harrell
City Secretary – City of Oak Ridge North
27424 Robinson Road
Oak Ridge North, Texas 77385

Mr. Guy Goodson
City Attorney – City of Orange
GERMER PLLC
550 Fannin, Suite 400
Beaumont, Texas 77701

Mr. Rodney Price
City Attorney – City of Rose City
P.O. Box 310
Vidor, Texas 77670

Mr. Tommy Gunn
City Attorney – City of Pinehurst
202 S. Border
Orange, Texas 77630

Mr. Ronald Burton
City Manager – City of Port Arthur
P.O. Box 1089
Port Arthur, Texas 77641

Mr. Andre' Wimer
City Manager – City of Port Neches
P.O. Box 758
Port Neches, Texas 77651

Ms. Kathie Reyer
City Administrator – City of Shenandoah
29955 IH-45 N.
Shenandoah, Texas 77381

Ms. DeeAnn Zimmerman
City Manager – City of Silsbee
105 South 3rd Street
Silsbee, Texas 77656

Ms. Heather Neeley
City Manager – City of Oak Ridge North
27424 Robinson Road
Oak Ridge North, Texas 77385

Mr. Mike Kunst
City Manager – City of Orange
812 North 16th Street
P.O. Box 520
Orange, Texas 77630

Mr. Jerry Hood
City Administrator – City of Pinehurst
2497 Martin Luther King Jr. Drive
Orange, Texas 77630

Ms. Val Tizeno
City Attorney – City of Port Arthur
P.O. Box 1089
Port Arthur, Texas 77641

Mr. Pete Steele
City Attorney – City of Port Neches
P.O. Box 1117
Port Neches, Texas 77651

Mr. Larry L. Foerster
City Attorney – City of Roman Forest
Darden, Fowler and Creighton, LLP
414 West Phillips, Suite 100
Conroe, Texas 77301

Mr. Solomon Freimuth
City Attorney – City of Silsbee
P.O. Box 186
Port Neches, Texas 77651

Mr. Alex Stelly
City Attorney – City of Sour Lake
2615 Calder Ave., Ste. 1070
Beaumont, Texas 77702

Mr. Jack Provost
City Manager – City of Sour Lake
625 Hwy 105 W
Sour Lake, Texas 77959

Mayor Dorothy Welch
City Attorney Leonard Schneider
City of Splendora
P.O. Box 1087
Splendora, Texas 77372

Mr. Robbie Hood
City Manager - City of Vidor
1395 N. Main St.
Vidor, Texas 77662-3726

Mr. Chris Leavins
City Attorney – City of Vidor
City Attorney – City of West Orange
P.O. Box 4915
Beaumont, Texas 77704-4915

Mayor Randy Branch
Mayor – City of West Orange
2700 Western Avenue
West Orange, TX 77630

Mr. Michael S. Stelly
City of West Orange, Texas
2700 Austin Avenue
West Orange, TX 77630

Ms. Marissa Quintanilla
City Secretary – City of Willis
200 N. Bell
Willis, Texas 77378

Re: **Entergy Texas, Inc.'s 2022 Statement of Intent to Increase Base Rates to be Filed with Cities**

Dear Cities:

On July 1, 2022, Entergy Texas, Inc. (“Entergy” or “Company”) filed with each city a statement of intent requesting a system-wide base rate increase of approximately \$131.4 million annually, which would be an 11.2% increase over current rates (excluding fuel). If approved, Entergy’s base rate increase request would result in an average monthly increase of approximately \$13.50 for a residential customer using 1000 kWh per month.

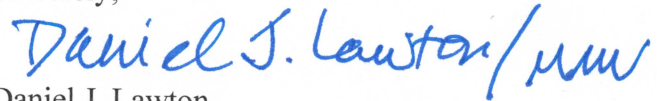
Entergy has proposed that the base rate increase become effective on August 5, 2022, or 35 days after the date its statement of intent was filed. **As such, the City must take action to approve, deny, modify, or suspend the rate increase request before August 5, 2022.** We recommend that the Cities suspend the effective date of the proposed rate increase to permit time to review Entergy’s request and make an informed recommendation to the Cities.

We are providing each City a proposed ordinance that would suspend the effective date proposed by Entergy an additional 90 days to November 3, 2022. Pursuant to Public Utility Regulatory Act, Tex. Util. Code § 36.108, municipal regulatory authorities may suspend the effective date of the rate change proposed by a utility up to an additional 90 days. The proposed ordinance also authorizes the City to join with the Steering Committee of Cities to retain rate consultants, participate in the base rate proceeding before the Public Utility Commission and any courts, and to seek reimbursement for rate case expenses from Entergy.

Once again, to set a new effective date this proposed ordinance must be passed by August 5, 2022. Please forward completed Ordinances to us by email at danlawtonlawfirm@gmail.com and molly@mayhallvandervoort.com.

If there are any questions or concerns, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink that reads "Daniel J. Lawton/mm". The signature is written in a cursive, flowing style.

Daniel J. Lawton

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 11. **AGENDA DATE:** July 25, 2022

PREPARED BY: _

APPROVED BY: JW

ITEM: Presentation, discussion, and possible action to authorize the City Manager to execute a contract with Hawes Hill & Associates LLP for to perform certain professional services with respect to the creation of a Tax Increment Reinvestment Zone in Navasota, Texas. [Jason Weeks, City Manager]

ITEM BACKGROUND:

On July 27, 2022, during the City Council workshop related to Tax Increment Reinvestment Zones (TIRZ), Municipal Utility Districts (MUD), and Public Improvement Districts (PID), Hawes Hill & Associates provided an overview of the forementioned economic development tools available for municipalities to utilize.

A TIRZ is an economic development financing tool that would be created by and regulated by the City of Navasota. A TIRZ finances public improvements, enhances infrastructure, and promotes economic development. A TIRZ is NOT a tax increase; NOT a tax abatement; NOT a direct or uncontrolled subsidy to a developer; and NOT a tax break for property owners within the zone. The benefit of establishing a TIRZ is that the City will be able to construct public infrastructure in areas with little development or lacking adequate development to attract businesses, such as the majority of the agriculture property east of Highway 6. The TIRZ will encourage development, thereby increasing property values and long-term property tax collections. This will reduce the cost of private development by providing reimbursement for eligible public improvements within the TIRZ. The TIRZ will have an end-life and all revenues go back to the City of Navasota at the end of the life of the TIRZ.

A TIRZ can fund such as paving, drainage, utilities (water, sewer, and natural gas), public use facilities (community centers, senior

centers, libraries), parks and recreation facilities, parking facilities, and municipal facilities (public works, police, fire and ems). The expenditures can be used for design, engineering, legal, environmental studies, construction costs, administration & operations costs, and financing costs.

Hawes Hill & Associates, LLP is an experienced firm that has an extensive history on creation, implementation, and operations of TIRZ. Therefore, staff is requesting that City Council authorize the City Manager to enter into an agreement for professional services with Hawes Hill & Associates related to the creation of a TIRZ in Navasota. As mentioned during the workshop, this is the ideal time for cities to create a TIRZ prior to any State legislation changing how TIRZ's are created. Additionally, by creating the TIRZ in 2022, the City will capture a good base assessed valuations prior to any construction occurring on the east side of Highway 6. The process of creating a TIRZ is quite lengthy; therefore, staff needs to begin working with Hawes Hill & Associates to prepare for the steps needed prior to December 31, 2022 for the creation of the TIRZ.

BUDGETARY AND FINANCIAL SUMMARY:

Hawes Hill & Associates have a standard TIRZ creation contract and set price for all municipalities, which is \$49,500. Staff will utilize budget savings from the Legislative and Administration Department budgets to cover cost of the contract.

STAFF RECOMMENDATION:

Authorize the City Manager to execute a contract with Hawes Hill & Associates LLP for the professional services related to the creation of a Tax Increment Reinvestment Zone in Navasota, Texas.

ATTACHMENTS:

1. Hawes Hill TIRZ Presentation
2. Hawes Hill and Associates Agreement

SPECIAL DISTRICTS

**TAX INCREMENT REINVESTMENT
ZONE (TIRZ)**

**PUBLIC IMPROVEMENT DISTRICT
(PID)**

City of Navasota
June 27, 2022

David Hawes
Naina Magon

HAWES HILL & ASSOCIATES
LLP



WHAT IS A TAX INCREMENT REINVESTMENT ZONE?

- Economic development financing tool created by and regulated by the City
- Finances public improvements, enhances infrastructure and promotes economic development
- Governed by Chapter 311 of the Texas Tax Code, today there are more than 180 throughout Texas
- Intended to support projects that would not occur "but for" creation of the Zone

TAX INCREMENT FINANCING IS NOT...

- A Tax Increase
- A tax abatement program
- A direct or uncontrolled subsidy to a developer
- A tax break for property owners within the Zone

BENEFITS OF A TIRZ

- Construct needed public infrastructure in areas with little development or lacking adequate development to attract businesses
- Encourage development, thereby increasing property values and long-term property tax collections
- Reduce the cost of private development by providing reimbursement for eligible public improvements
- Self financing tool, development is paying for infrastructure projects that are benefiting them
- Has an “end life” and all revenues go back to the taxing entities at the end of the life of the Zone
- Allows for partnerships between taxing entities

Eligibility criteria to be a TIRZ

A city must conclude that ONE of the following is true of conditions within the Zone:

Area is predominantly open with physical and economic constraints to development

A substantial number of substandard, slum, deteriorated, or deteriorating structures

Defective or inadequate sidewalks, utilities, or street layout

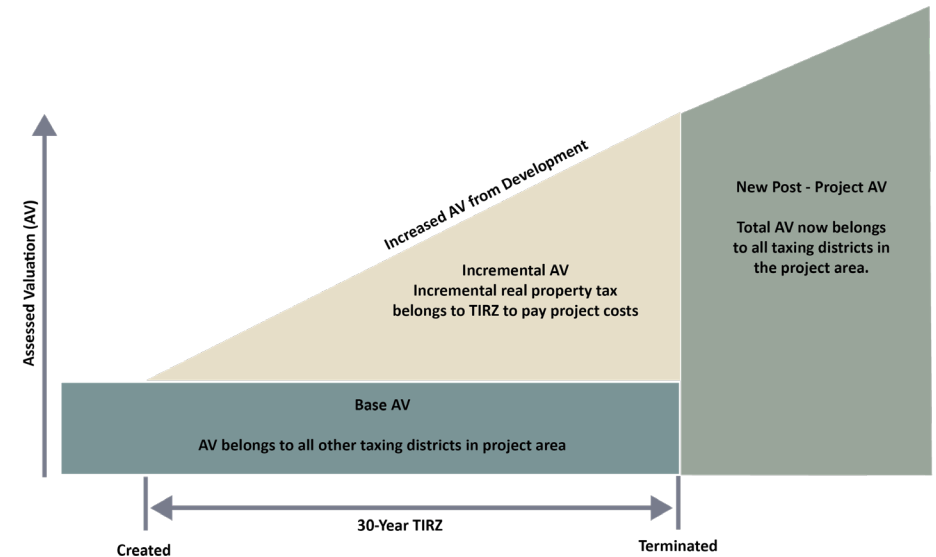
Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

Unsanitary or unsafe conditions

An area's tax base is relatively low

HOW A TIRZ WORKS

- 01** Establish a Base Value for All Revenue Streams
- 02** Public and Private Investment is Made in the Area
- 03** Property Values and Other Revenues Increase
- 04** Increase (Increment) is Used to Pay for Eligible Improvements
- 05** After Termination of the TIRZ, Jurisdictions Retain All Revenue



ELIGIBLE ITEMS FUNDED BY A TIRZ

- Paving
- Drainage
- Sanitary Sewer
- Water
- Public Use Facilities
- Parks & Recreation Facilities
- Streets & Street Lights
- Parking Facilities
- 380 grants and loans
- Demolition/remediation
- Municipal facilities

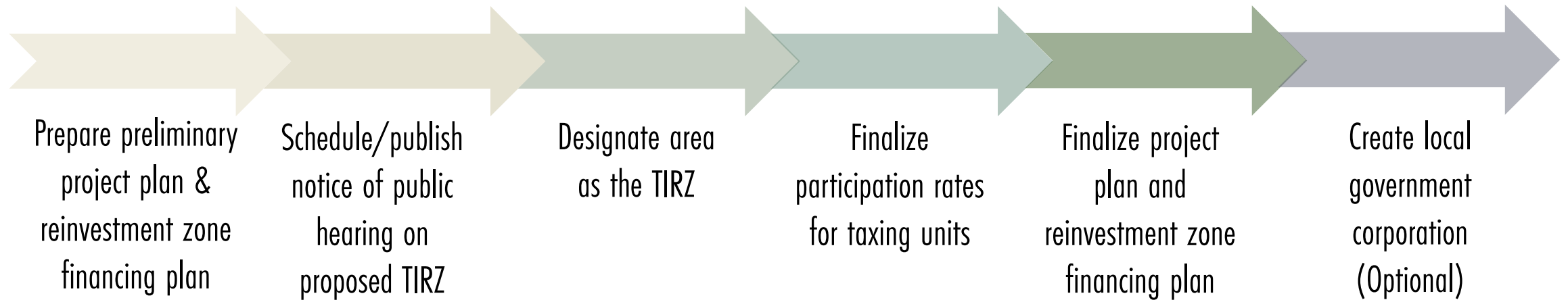
ELIGIBLE ITEMS FUNDED BY A TIRZ

- Architectural
- Planning
- Engineering
- Legal
- Imputed administrative costs
- Environmental impact studies
- Operation and Administration of the zone
- Financing costs including interest on bonds, notes, agreements.

IMPORTANT THINGS TO KNOW

- Counties, water districts, hospital districts, and other special districts are eligible to participate by agreement
- A taxing entity may contribute less than 100% of its increment to a TIRZ
- A taxing entity may dedicate all or a portion of its sales tax increment to a TIRZ
- A TIRZ can make Chapter 380 economic development grants and loans from its tax increment fund (if permitted by the taxing entity)
- A TIRZ does not have to be contiguous

PROCEDURE FOR TIRZ CREATION



WHAT IS A PUBLIC IMPROVEMENT DISTRICT (PID)

- Texas Local Government Code Chapter 372 allows creation of special purpose districts by a city or county
- Economic development tool to fund public improvements and/or municipal services in a defined geographic area
- Created only at request of land owners via petition of more than 50% of owners of taxable real property liable for assessment under proposed petition
 - Special assessments are source of funding
- Costs apportioned and paid by land owners that benefit from public improvements and/or services
 - PID creation is a discretionary act of City Council

TYPES OF PIDS

Operating/ Maintenance

- Special assessments pay for **services** that supplement City services in PID

Capital Improvement

- Special assessments pay for **public improvements** related to PID land development
- *"Pay as you go"* basis
- Debt issued by city or county

PID ALLOWABLE PUBLIC IMPROVEMENTS

- Landscaping, fountains, distinctive lighting, and signs
- Sidewalks, streets, or their rights of-way
- Public art
- Libraries
- Off-street parking facilities
- Mass transportation facilities
- Water, wastewater, or drainage facilities
- Parks
- Special supplemental services for improvement and promotion of the district
- Administration, and operation costs
- Affordable housing

PID BENEFITS: CITY

- City retains property tax revenue
- PID is not a separate political subdivision
- Encourages collaboration between City and Developer
- Accelerated and enhanced project development
- Increased recurring property tax revenues
- Developer construction of public infrastructure
- PID creation costs and administration costs are paid through the PID

PID BENEFITS: DEVELOPER

- Ability to finance development by filling gaps in capital stack
- Wide array of PID eligible costs
- Long-term financing to fund long-term infrastructure costs

PID BENEFITS: PROPERTY OWNER

- Annual PID payments not subject to increase from change in values
- Lien runs with property / annual payments not impacted by other property in PID
- PID payments may be prepaid without penalty
- Clarity in the disclosure process

PID SPECIAL ASSESSMENTS

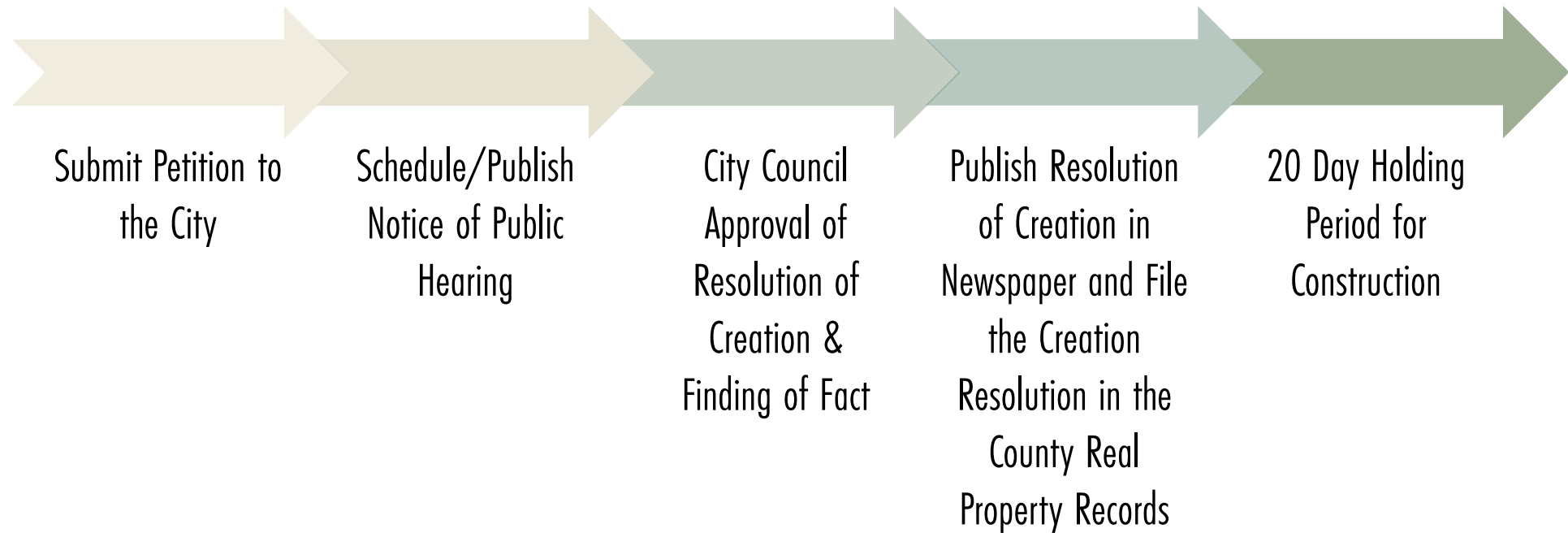
- In addition to ad valorem tax
- Authorized for specific period of time to fund public improvements or related debt service
- Method of assessment may be determined by
 - Property value
 - Any other manner that equally assesses property similarly benefited
- Liens against assessed property
 - Superior to all liens, except those for ad valorem taxes
 - Personal liability and charge against owners of assessed property
 - Delinquent installments incur interest, penalties, attorney's fees similar to delinquent ad valorem taxes

DEVELOPMENT USING PUBLIC IMPROVEMENT DISTRICTS

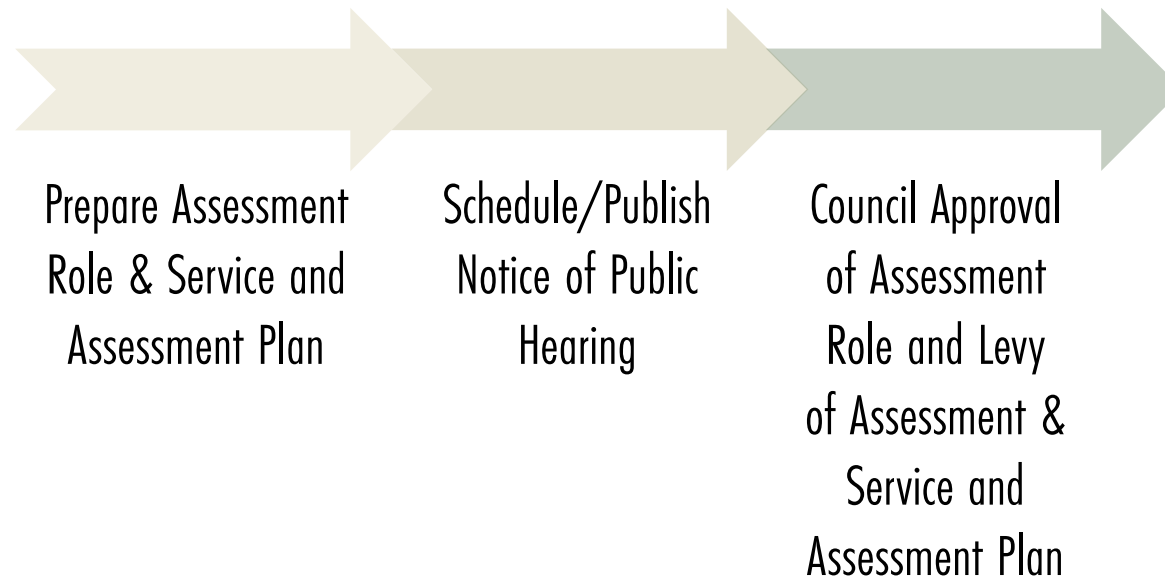
PIDs have been used by cities and counties for residential (and commercial) development in lieu of other Special Districts (MUDs, FWSDs, WCIDs) to fund roads, water, sewer, and other eligible costs.

- | | | | |
|----------------------------|-------------------------|--------------------------------|-----------------------|
| ■ City of Anna | ■ Town of Flower Mound | ■ City of Leander | ■ City of Plano |
| ■ Town of Argyle | ■ City of Fort Worth | ■ City of Lewisville | ■ Town of Ponder |
| ■ City of Arlington | ■ City of Galveston | ■ City of Liberty Hill | ■ City of Princeton |
| ■ City of Aubrey | ■ City of Hackberry | ■ Town of Little Elm | ■ City of Royse City |
| ■ City of Austin | ■ City of Haslet | ■ City of Lubbock | ■ City of Rowlett |
| ■ City of Burleson | ■ Hays County | ■ City of Magnolia | ■ City of San Marcos |
| ■ City of Celina | ■ City of Heath | ■ City of Manor | ■ City of Shenandoah |
| ■ Comal County | ■ Town of Hickory Creek | ■ City of Marble Falls | ■ The Colony |
| ■ City of Coppell | ■ City of Horseshoe Bay | ■ City of McLendon-Chisholm | ■ City of Tomball |
| ■ City of Dripping Springs | ■ City of Hutto | ■ City of McAllen | ■ Travis County |
| ■ City of El Paso | ■ City of Irving | ■ City of Mesquite | ■ Town of Trophy Club |
| ■ City of Euless | ■ City of Justin | ■ City of North Richland Hills | ■ City of Waxahachie |
| ■ City of Farmers Branch | ■ City of Kyle | ■ Town of Northlake | ■ Town of Westlake |
| ■ City of Fate | ■ City of Lago Vista | ■ City of Oak Point | |
| ■ City of Ferris | ■ City of Lavon | | |

PROCEDURE FOR PID CREATION



PROCEDURE FOR PID ACTIVATION



COMPARE PIDS AND MUDS

	Public Improvement Districts (PIDs)	Municipal Utility Districts (MUDs)
Legislative authority	Local government chapter 372. subchapter A. Public improvement districts	Water Code — Title 4. General Law Districts. Chapter 54. Municipal Utility Districts.
Creation	City or county	Texas Commission on Environmental Quality
Governance	Elected officials of creating body serve as governing board	Separate political subdivision with independent elected Board
Taxing authority?	None	Yes. Legally separate taxing entity
Issue tax-exempt debt?	May issue special assessment revenue bonds before development occurs.	May issue Municipal Utility District Unlimited Tax and Revenue Bonds (after development)
Revenue source?	Special assessments — generally fixed amount or rate which provides certainty to PID landowners	Ad valorem tax based on property's assessed value; both may vary each year
Prepayment allowed?	Yes, at any time without penalty	No
Public bidding?	Not required	Required
Improvements that may be financed?	Every type of public improvement including water, sewer, and drainage, streets, sidewalks, street lighting, mass transit facilities, right of ways, libraries, recreational amenities (public parks and landscaping), etc.	Water, sewer, drainage, streets, parks

**AGREEMENT BY AND BETWEEN
CITY OF NAVASOTA AND HAWES HILL & ASSOCIATES LLP**

This agreement is made by and between City of Navasota (the "Client") and HAWES HILL & ASSOCIATES LLP (the "Consultant").

W I T N E S S E T H:

WHEREAS, the Client desires that the Consultant provide certain professional services related to creation of a Tax Increment Reinvestment Zone, in Navasota, Texas on behalf of the Client;

WHEREAS, the Consultant has the employees, office operations, and knowledge to ably provide the professional services required by the Client;

NOW THEREFORE, Client and Consultant, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do agree as follows:

I.
Services

The Consultant hereby agrees to provide, furnish, or perform certain professional services with respect to the creation of a Tax Increment Reinvestment Zone, and including the services described on Exhibit A, attached hereto. Such services herein collectively are referred to as the "Services."

II.
Performance of Services

Consultant shall have the right to determine the method, details, and means of performing the Services. The Client, however, shall be entitled to ensure satisfactory performance, including the rights to inspect, to stop work, to make suggestions or recommendations as to the details of the work, and to propose modifications to the Services. Consultant will provide all required resources and personnel to complete the Services and use its best efforts to accommodate work schedule requests in a timely manner.

III.
Compensation and Reimbursement to Consultant

For and in consideration of the professional services rendered by the Consultant as specified in Exhibit "A," *Scope of Professional Consulting Services, Plan Creation of Tax Increment Reinvestment Zone* of this Agreement, the Client agrees to pay the Consultant a fixed fee of FORTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$49,500.00) due and billed monthly on the percentage basis of work completed and portion of fee earned. The agreed upon fixed fee shall include all reasonable out-of-pocket expenses and other expenses and charges incurred by the Consultant in performing the Services under this Agreement.

Consultant shall tender to the Client a detailed invoice of the services performed to the Client each month during the term of this Agreement. Payments on account of services rendered shall be made within 30 days after the Client receives Consultant's detailed invoice. In the event of a disputed or contested invoice, the Client may withhold any such disputed or contested amount without penalty.

IV.

Right of Ownership

All data, information, maps, books, reports, files, photography, artwork, software, equipment, and materials purchased, created or maintained by the Client or purchased, created or maintained by the Consultant on behalf of the Client shall remain the property of the Client. It shall be clearly marked as property of the Client in such manner that it may at any time be removed from the premises of the Consultant.

V.

Laws to be Observed

In performing its obligations under this Agreement, the Consultant at all times shall observe and comply with all federal and state laws, local laws, ordinances, orders, and regulations of the federal, state, county, or city governments. The federal, state, and local laws, ordinances, and regulations which affect those engaged or employed in the work, or the equipment used in the work, or which in any way affects the conduct of the work, shall be at all times in effect, and no pleas of misunderstanding will be considered on account of ignorance thereof.

VI.

Successors and Assigns

This Agreement shall bind and benefit the respective parties and their legal successors, and shall not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or director of the proposed Authority or the Zone.

VII.

Independent Contractors

The Consultant shall be an independent contractor to the Client, and nothing in this Agreement shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. This Agreement shall not be interpreted or construed as creating or establishing the relationship of employer and employee between the Client and the Consultant, or any of the Consultant's employees or agents.

VIII.

Conflict of Interest

In keeping with Consultant's duties to the Client, Consultant agrees that it shall not, directly or indirectly, become involved in any conflict of interest, or upon discovery thereof, allow such a conflict to continue. Moreover, Consultant agrees that it shall promptly disclose to the Client any facts which might involve any reasonable possibility of a conflict of interest.

IX.

Term and Termination

This Agreement shall become effective as of the date executed by the Client and the Consultant as set forth on the signature page hereof. Either party may terminate this Agreement at any time by giving the other party at least thirty (30) days' prior written notice thereof, specifying in such notice the effective date of such termination. In the event of termination, it is understood and agreed that only the amounts due the Consultant for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

X.

Amendment or Modification

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only upon the written consent of the parties hereto, executed by authorized representatives of both parties to this Agreement.

XI.

Miscellaneous

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas, including all matters of construction, validity, performance and enforcement.
2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Client and the Consultant, their respective successors and assigns; provided however, that neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties thereto.
4. Waiver. A waiver by either party of a breach of any of the terms or provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

(EXECUTION PAGE FOLLOWS)

XII.

Acceptance

This instrument is being executed in two (2) counterpart originals, each of which has the full force and effect of an original.

The venue for all disputes and related purposes shall be in Harris County, Texas.

AGREED AND ACCEPTED THIS _____ DAY OF _____, 2022.

On Behalf of City of Navasota:

By: _____
Name: _____
Title: _____
Address: _____
City/State/Zip _____
Telephone: _____
Fax: _____
E-mail: _____

On Behalf of HAWES HILL & ASSOCIATES LLP:



By: _____
David Hawes, Managing Partner
Hawes Hill & Associates LLP
PO Box 22167
Houston TX 77227-2167
Telephone 281-923-2504
Fax 281-888-6314
E-mail: dhawes@haweshill.com

Exhibit “A”
Scope of Professional Consulting Services
Creation of a Reinvestment Zone, Navasota, Texas

A project team comprising David Hawes, Principal, Naina Magon, and Patrick Horton of the Consultant’s professional staff will carry out the scope of professional consulting services described below. The services are broken down into three distinct goals: (I) activities associated with the preparation of the preliminary analyses and studies supporting the Zone creation; (II) activities necessary to inform and educate public officials and stakeholders on the creation of the Zone and to gather additional information that may be needed to refine the draft Preliminary Project Plan and Project Financing Plan; and (III) approval of the Creation of the Zone and Preliminary Project Plan and Financing Plan by the City of Navasota.

Phase 1 - Pre-Creation Activities for the Reinvestment Zone

- Prepare an initial analysis of the proposed reinvestment zone area. The analysis will include: a) a complete review of all ad valorem values in the proposed area; b) existing land uses; c) documentation of blighted conditions; d) identify tracts where development is impeded due to faulty lot layout or improper zoning; e) analysis of any other relevant factors impeding development or redevelopment of the area.
- Prepare a recommended boundary map of the area and related map set for the proposed reinvestment zone. Land uses, utilities, infrastructure (current and proposed) and other CIP information (if available).
- Prepare all GIS mapping and data analysis required for the finalization of a zone boundary, including all maps required by the statute for both the preliminary and final project and reinvestment zone financing plans.
- Prepare a revenue analysis that projects taxable values and projected TIRZ revenues over the life of the Zone.
- Prepare a preliminary project plan and reinvestment zone financing plan for use in briefings on the proposed zone’s creation, including costs of proposed public improvements. The preliminary plan will include the following: a) maps showing the existing uses and conditions of real property in the zone and maps showing proposed improvements to and use of that property; b) proposed changes to any ordinances applicable to the area; c) a list of the estimated non-project costs; and, d) a statement of the method of relocating persons to be displaced as a result of the implementation of the project plan. The preliminary financing plan will include: a) a detailed list of the estimated project costs of the zone, including administrative expenses; b) a statement listing the kind, number, and location of all proposed public works or public improvements in the zone; c) a finding that the plan is economically feasible and a feasibility study; d) the estimated amount of bonded indebtedness to be incurred; e) the time when related costs or monetary obligations are to be incurred; f) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit that levies taxes on real property in the zone; g) the current total appraised value of taxable real property in the zone; h) the estimated captured appraised value of the zone during each year of its existence; and, i) the duration of the zone.

Phase 2 - Stakeholder outreach and preparation of preliminary documents required for Creation of the TIRZ and the Preliminary Project Plan and Project Financing Plan

- Conduct meetings with elected officials/staff from all proposed participating jurisdictions regarding the zone creation/development strategy. Provide financial impact information to each, and work with any elected body committees to review the proposed creation and how it will impact the jurisdiction's tax base and further each jurisdiction's economic development goals and objectives.
- Conduct a workshop with the City Council on the creation of the zone. Present the proposed redevelopment strategy, the process for creating the reinvestment zone, and the administrative issues associated with implementation of the project plan and reinvestment zone financing plan and serve support staff to City staff in their role as advisors to the elected leadership.
- Make any recommended revisions to the preliminary project plan and reinvestment zone financing plan prior to the public hearing. Changes will include revisions to the proposed boundaries, adjustments to related data sets associated with the area targeted for redevelopment, types and locations of proposed improvements, and any other changes required.
- Prepare and deliver to City Secretary the public notice of the hearing and provide copies of the preliminary project plan for distribution to all other taxing jurisdictions with the notice. Serve as the point of contact for any questions/issues that arise related to the hearing before the hearing is held.
- Prepare presentations for and deliver the same to all other taxing jurisdictions regarding the creation of the reinvestment zone. We will attempt to conduct a single briefing with all jurisdictions if possible. If necessary, we will provide the required briefing before each body independently.
- Assist the City with conducting the public hearing on the creation of the tax increment reinvestment zone. We will be present to serve as technical advisor to the City during the hearing.
- Prepare and deliver to the City Legal Department the creation ordinance for the reinvestment zone. The ordinance will meet all the required statutory findings required in Chapter 311 of the Property Tax Code.

Phase 3 - Creation of the Tax Increment Reinvestment Zone

- Work with the City to nominate and appoint the TIRZ board of directors.
- Prepare a final project plan and reinvestment zone financing plan for presentation to the TIRZ board. Should any changes to the plan be required based on the public hearing process, we will incorporate the necessary changes into the document and make it ready for presentation to the TIRZ board for their consideration and approval.
- Prepare and submit to the City Legal Department an ordinance to approve the final project plan and reinvestment zone financing plan.
- Transmit the approved plan to all taxing jurisdictions.
- In coordination with the City, negotiate final participation agreements with other taxing jurisdictions. Each agreement will set forth the rate of participation for the jurisdiction, the term of the agreement, and any special negotiated provisions required by the jurisdiction for their participation in the TIRZ.

- Present agreements to the TIRZ board for approval.
- Prepare ordinances to submit to the City Legal Department to approve the participation agreements for other taxing jurisdictions.