

**NOTICE OF MEETING OF THE GOVERNING BODY OF THE
CITY OF NAVASOTA, TEXAS
NOVEMBER 25, 2019**

Notice is hereby given that a Regular Meeting of the governing body of the City of Navasota will be held on the 25th of November, 2019 at 6:00 PM at the City Hall in the City Council Chambers, Room No. 161, located at 200 E. McAlpine Street, Navasota, Texas 77868, at which time the following subjects will be considered, to wit:

1. Call to Order.
2. Invocation
Pledge of Allegiance
3. Remarks of visitors: Any citizen may address the City Council on any matter. Registration forms are available on the podium and/or table in the back of the city council chambers. This form should be completed and delivered to the City Secretary by 5:45 p.m. Please limit remarks to three minutes. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.
4. Staff Report:
 - (a) Introduction of new employees;
 - (b) Arts Council quarterly report for 4th quarter;
 - (c) Proclamation - Tree of Angels;
 - (d) Board and Commission update; and
 - (e) Reports from City Staff or City Officials regarding items of community interests, including expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognition of public officials, public employees, or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that has arisen after the posting of the agenda.
5. Conduct a public hearing to receive public comment and testimony regarding zoning changes initiated by the Planning and Zoning Commission, changing the current zoning from A/O: Agriculture/open space district to M-2: Heavy Industrial District for the property legally described as A0046 J Moore, Tract 4-3, Acres 22.809, changing the current zoning from A/O: Agriculture/open space district to R-1A: high density, single dwelling unit, 7,000 square foot lot, residential district for the property legally described as A0046 J Moore, Tract 21-1, Acres 54.00, changing the current zoning from A/O: Agriculture/open space district to R-3: high density, multi-dwelling unit, residential district for the properties legally described as A0055-6 D Tyler, Tract 6, Par 19, Acres 67.50, A0055-6 D Tyler, Tract 6, Par 18, Acres 23.52 and A0055-6 D Tyler, Tract 19-1, Acres 10.00, located in Navasota, Grimes County, Texas.

6. Consideration and possible action on the first reading of Ordinance No. 910-19, changing the current zoning from A/O: Agriculture/open space district to M-2: Heavy Industrial District for the property legally described as A0046 J Moore, Tract 4-3, Acres 22.809, changing the current zoning from A/O: Agriculture/open space district to R-1A: high density, single dwelling unit, 7,000 square foot lot, residential district for the property legally described as A0046 J Moore, Tract 21-1, Acres 54.00, changing the current zoning from A/O: Agriculture/open space district to R-2: medium density, multi-dwelling unit, residential district for the properties legally described as A0055-6 D Tyler, Tract 6, Par 19, Acres 67.50, A0055-6 D Tyler, Tract 6, Par 18, Acres 23.52 and A0055-6 D Tyler, Tract 19-1, Acres 10.00, located in Navasota, Grimes County, Texas.
7. Conduct a public hearing to receive public comments and testimony regarding the voluntary annexation request submitted by James C. Hassell of a 102.4197 acre tract of land in the James Whitesides Survey, A-62 and the Daniel Tyler Survey, A-55, Grimes County, Texas.
8. Consideration and possible action on an Annexation Service Plan Agreement for the delivery of municipal services to a 102.4197 acre tract proposed for annexation to the City of Navasota.
9. Consideration and possible action on the first reading of Ordinance No. 911-19, extending the boundary limits of the City of Navasota, Texas, providing for the annexation of approximately 102.4197 acre tract of land in the James Whitesides Survey, A-62 and the Daniel Tyler Survey, A-55, Grimes County, Texas.
10. Consideration and possible action on the second reading of Ordinance No. 907-19, amending Chapter 2 Animal Control of the Code of Ordinances, City of Navasota, Texas.
11. Executive Session: The City Council shall meet in Executive Session as permitted by Section 551.087, Texas Government Code, for the purpose of deliberation regarding economic development negotiations with Kolkhorst Development Navasota, LLC regarding the development of commercial and other improvements to property located on E. Washington Avenue, Navasota, Grimes County, Texas.
12. Reconvene in open session.
13. Consideration and possible action on Executive Session Item relating to Executive Session as permitted by Section 551.087, Texas Government Code, on approval of a Chapter 380 agreement with Kolkhorst Development Navasota, LLC regarding the development of commercial and other improvements to property located on E. Washington Avenue, Navasota, Grimes County, Texas.
14. Adjourn.

DATED THIS THE 20TH OF NOVEMBER, 2019

/BS/

BY: BRAD STAFFORD, CITY MANAGER

I, the undersigned authority, do hereby certify that the above notice of meeting of the governing body of the CITY OF NAVASOTA, is a true and correct copy of said notice and that I posted a true and correct copy of said notice in the glass bulletin board, in the foyer, on the south side of the Municipal Building as well as in the bulletin board on the north side of the Municipal Building of the City of Navasota, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted on the 20th of November, 2019 at 10:56 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 551.071-551.084.

DATED THIS THE 20TH OF NOVEMBER, 2019

/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) 82516475 OR (936) 82516408 OR BY FAX AT (936) 82512403.

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

City of Navasota
City Council Meeting
11-25-19

1. Call to order

2. Invocation and Pledges of Allegiance

3. Remarks of Visitors

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

4. Staff Report:

Introduction of new employees – The Police Department will introduce new employees.

Arts Council quarterly report for 4th quarter – The Arts Council provided the quarterly report for review.

Proclamation - Tree of Angels;

5. Conduct a public hearing to receive public comment and testimony regarding zoning changes initiated by the Planning and Zoning Commission, changing the current zoning from A/O: Agriculture/open space district to M-2: Heavy Industrial District for the property legally described as A0046 J Moore, Tract 4-3, Acres 22.809, changing the current zoning from A/O: Agriculture/open space district to R-1A: high density, single dwelling unit, 7,000 square foot lot, residential district for the property legally described as A0046 J Moore, Tract 21-1, Acres 54.00, changing the current zoning from A/O: Agriculture/open space district to R-3: high density, multi-dwelling unit, residential district for the properties legally described as A0055- 6 D Tyler, Tract 6, Par 19, Acres 67.50, A0055-6 D Tyler, Tract 6, Par 18, Acres 23.52 and A0055-6 D Tyler, Tract 19-1, Acres 10.00, located in Navasota, Grimes County, Texas.

The Planning & Zoning Commission continues to rezone ag open land across the City. This round is located around Heritage Meadows and a tract along Business 6. The land around Heritage Meadows is proposed to be zoned R-1A and R-2, while the tract along Business 6 is proposed to be zoned M-2. The public hearing held by the Planning & Zoning Commission had several residents from Heritage Meadows in attendance and after they expressed their thoughts, the P&Z made an adjustment to their original proposal to zone all tracts around Heritage Meadows as R-3. The current proposal is to zone 3 properties R-2 and one R-4 which they feel compliments the existing subdivision.

6. **Consideration and possible action on the first reading of Ordinance No. 910-19, changing the current zoning from A/O: Agriculture/open space district to M-2: Heavy Industrial District for the property legally described as A0046 J Moore, Tract 4-3, Acres 22.809, changing the current zoning from A/O: Agriculture/open space district to R-1A: high density, single dwelling unit, 7,000 square foot lot, residential district for the property legally described as A0046 J Moore, Tract 21-1, Acres 54.00, changing the current zoning from A/O: Agriculture/open space district to R-2: medium density, multi-dwelling unit, residential district for the properties legally described as A0055-6 D Tyler, Tract 6, Par 19, Acres 67.50, A0055-6 D Tyler, Tract 6, Par 18, Acres 23.52 and A0055-6 D Tyler, Tract 19-1, Acres 10.00, located in Navasota, Grimes County, Texas.**

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7. **Conduct a public hearing to receive public comments and testimony regarding the voluntary annexation request submitted by James C. Hassell of a 102.4197-acre tract of land in the James Whitesides Survey, A-62 and the Daniel Tyler Survey, A-55, Grimes County, Texas.**

Jim Hassell requested voluntary annexation of a 102.4197-acre tract of land on the west side of Pecan Lakes Golf Course and Pecan Lakes Estates. The land will house phase III of Pecan Lakes Estates.

8. **Consideration and possible action on an Annexation Service Plan Agreement for the delivery of municipal services to a 102.4197-acre tract proposed for annexation to the City of Navasota.**

The City is required to develop a service plan agreement for any land being annexed. The service plan states the services the City will provide to the property if annexed.

9. **Consideration and possible action on the first reading of Ordinance No. 911-19, extending the boundary limits of the City of Navasota, Texas, providing for the annexation of approximately 102.4197-acre tract of land in the James Whitesides Survey, A-62 and the Daniel Tyler Survey, A-55, Grimes County, Texas.**

Jim Hassell requests the City to annex a 102.4197-acre tract of land west of Pecan Lakes Golf Course and Pecan Lakes Estates for the expansion of Pecan Lakes Estates.

10. **Consideration and possible action on the second reading of Ordinance No. 907-19, amending Chapter 2 Animal Control of the Code of Ordinances, City of Navasota, Texas.**
Second reading of the ordinance amending the animal control ordinance.
11. **Executive Session: The City Council shall meet in Executive Session as permitted by Section 551.087, Texas Government Code, for the purpose of deliberation regarding economic development negotiations with Kolkhorst Development Navasota, LLC regarding the development of commercial and other improvements to property located on E. Washington Avenue, Navasota, Grimes County, Texas.**
Jim Kolkhorst is developing a Burger King and other improvements on East Washington. Previously City Council considered a development agreement, and Mr. Kolkhorst is requesting a slight change in the agreement.
12. **Reconvene in open session.**
13. **Consideration and possible action on Executive Session Item relating to Executive Session as permitted by Section 551.087, Texas Government Code, on approval of a Chapter 380 agreement with Kolkhorst Development Navasota, LLC regarding the development of commercial and other improvements to property located on E. Washington Avenue, Navasota, Grimes County, Texas.**

Calendar of Events

November 28 th &29 th	Thanksgiving Holiday City Offices Closed
December 4 th 6:00 a.m.- 7:00 p.m.	Food for Families Food Drive Mid-South Synergy Offices
December 9 th 6:00 p.m.	City Council Meeting Municipal Building
December 24 th & 25 th	Christmas Holidays City offices closed
Dec. 23 rd , 26 th , 27 th	Brad Vacation
January 1 st	New Year Holiday City Offices Closed
January 13 th 6:00 p.m.	City Council Meeting Municipal Building

January 20th

Martin Luther King Day
City Offices Closed

January 27th
6:00 p.m.

City Council Meeting
Municipal Building

Respectfully submitted,

Brad Stafford
City Manager



Vision Statement:

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

Mission Statement:

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



THE CITY OF NAVASOTA COUNCIL LEADERSHIP POLICY

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

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



The Management Connection, Inc.
PROFESSIONAL FACILITATORS

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

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

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

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

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



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



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

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

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 4. **AGENDA DATE:** November 25,
2019

PREPARED BY: Brad Stafford, City Manager

APPROVED BY: BS

ITEM: Staff Report:

- (a) Introduction of new employees;
- (b) Arts Council quarterly report for 4th quarter;
- (c) Proclamation - Tree of Angels;
- (d) Board and Commission update; and
- (e) Reports from City Staff or City Officials regarding items of community interests, including expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognition of public officials, public employees, or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that has arisen after the posting of the agenda.

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Arts Council Quarterly Report
2. Proclamation



JUL - SEP 2019 QUARTERLY REPORT NARRATIVE CITY OF NAVASOTA FUNDING

THE ARTS COUNCIL PROGRAMS

Arts Council & Visitor Center Operations

The Arts Council & Visitor Center is the hub of the arts, culture and heritage community in our region and home to a unique two-tier mezzanine gallery and three working studios, providing exhibit and retail space for works of art created by local artists and artists throughout Texas. The new facility opened October 8th, the galleries opened on October 16th, and our first studio artists moved in late in October. On average, The Arts Council hosts meetings for more than 20 affiliate groups per month and has averaged roughly 650 visitors and program participants for each month of the fourth quarter.

During the fourth quarter the galleries hosted two successful exhibits by local and regional artists and opened an extremely successful travelling exhibit:

- A joint exhibit by the Brazos Valley Turners & wood artists Spider Johnson and Cindy Goldman which opened in June continued through July 27th. The show, entitled "Against the Grain" featured multiple different styles of wood art. The BV Turners showcased work by their members which included functional and fine art wood pieces turned on a lathe. Spider and Cindy brought fine-art furniture design and marquetry to the gallery, showcasing an artistic technique which had not been shown in the Arts Councils' galleries in many years.
- Our College Station Artist in Residence, Chris Gowen, opened his solo show in our galleries on August 8th. This exhibit, titled "Exurbia", explored the intersection between figuration and abstraction, using construction sites and landscapes on the edges of suburban society.
- On September 6th, we opened the travelling exhibit "Ground Zero 360: A 9/11 Retrospective Exhibit" to great interest. This exhibit, which we were not able to bring to the Brazos Valley until we moved into our new facility, combines photographs, artistic responses, artifacts from the site, and personal mementos donated by families of fallen first responders. In the first week, we hosted a VIP reception attended by roughly 75 guests of the exhibit, many of whom travelled from outside the area. The Sunday after opening, over 150 motorcyclists stopped at the exhibit on their memorial ride. In the first month of the exhibit being open, over 330 other guests have attended, many of whom have come from around the Brazos Valley, from around Texas (like Lubbock, League City, Waco, Belton, and Dallas), and even some guests from out of state (like Arkansas, Minnesota, Florida, and Washington).

Funding Opportunities

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

- Annual Program and Marketing Grants support affiliate organization projects that significantly promote arts, culture and heritage in the Brazos Valley through hotel/motel taxes from the City of College Station and the City of Bryan. The Arts Council distributed \$123,418 in Annual Program and Marketing grant funding to its affiliates in the fourth quarter of FY 2018/19 in August. The following affiliates are recipients of funding of Annual Program and Marketing grants for FY 2018/19: Ballet Brazos, Brazos Bluebonnet Quilt Guild, Brazos Educational Radio, Brazos Valley Chorale, Brazos Valley Museum of Natural History, Brazos Valley Symphony Society, Brazos Valley Worldfest, Fiestas Patrias Mexicanas of Bryan/College Station, Friends of Chamber Music, George Bush Presidential Library and Museum, Mic Check Poetry, MSC OPAS, Museum of the American G.I., Stage Center Community Theater, TAMU's Academy of Visual and Performing Arts, TAMU's Wright Gallery, The Children's Museum of the Brazos Valley, and The Theatre Company of Bryan/College Station.
- The Arts Council did not distribute any Navasota Annual Program and Marketing funding during the fourth quarter, as all funds were distributed through the first through third quarters. Grimes County Chamber of Commerce, Navasota Theatre Alliance, and Washington on the Brazos State Park Association are the recipients of Navasota Annual Program and Marketing funds in FY 2018/19.
- Rural Sub-Granting assists Arts Council affiliates operating in the rural portions of the Brazos Valley with program needs up to \$2,500. Funding is provided by The Arts Council for this program. The Arts Council opened applications for local nonprofits for this funding opportunity in January 2019 and distributed \$8,000.00 in awards in March 2019. Recipients for FY 2018/2019 include Navasota Theatre Alliance in Grimes County, Troupe Over the Hill in Leon County, and Unity Theatre and Washington on the Brazos State Park in Washington County. There were no Rural Grants awarded in the third quarter.
- The Arts Council offers an annual scholarship program from seniors graduating from high school in the seven-county Brazos Valley region. These seniors must plan to attend an accredited 2- or 4-year university to student a degree plan in arts, culture, or heritage. The Arts Council distributed \$20,000 in scholarships to six high school seniors attending arts- or culture-related degree programs in the fall of 2019 at five different schools across the country.

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

AFFILIATE GRANT RECIPIENT	FY 2018/19 Q4 Grant Distributions	Persons Impacted by Programs	Projected Restaurant Impact (meals)	Hotel Impact (room nights)	PROGRAMS/MARKETING FUNDED
Navasota Grimes Co Chamber of Commerce	\$0.00	0	0	0	No funded programs or marketing this quarter
Navasota Theatre Alliance	\$0.00	1,205	42	9	<i>Smoke on the Mountain</i>
Washington on the Brazos State Park Association	\$0.00	14,067	207	87	No funded programs or marketing this quarter, impact numbers from general park attendance
TOTALS	\$0.00	15,272	249	96	

Artistic Learning Opportunities

- In the fourth quarter, The Arts Council began our fall semester of Art After School classes for children, taught by Navasota Artist in Residence, Caroline Radell. This semester, we are offering two classes on portraiture, one for beginners on Tuesdays and one for advanced students on Fridays. The semester will continue through December 2019.
- We continued our successful stream of summer camps, hosting. Camps picked back up on July 15th after the Independence Day holiday and continued through August 2nd. Rebecca Dias, a Navasota Artist in Residence, taught a week-long on nature-inspired art. Mark Martin, an art professor from Blinn, taught a superhero drawing camp that was very popular and taught the students the basics of character creation and scene drawing. Dr. Rose Santos taught a week of full-day Fine Arts Camps where students explored the basics of drawing, collage, and mixed media through exploring other cultures, like Egyptian and Latin American Art.
- Our three studio artists (Sherry Killingsworth, Coleen Bradfield, and Chris Wilson) held open studio hours in their rented spaces. Their studio spaces are open to the public when the artists are present, and the artists are encouraged to engage with the visiting public and discuss their art. Some of our studio artists also host private lessons in their studios.
- The Arts Council, working with the City of Navasota, finished the Spring 2019 round of the Navasota Artist in Residence program. The previous round of artists, Rebecca Dias (painter from Arizona) and Caroline Radell (mixed-media artist from Florida) continued their residency from the spring/summer. Apinya Srihwanthong (paper sculptor from Thailand) left the program after three successful terms, and Hayley Morrison (mixed-media artist from Austin) joined them in the house in August 2019. Before Apinya left, she and Rebecca worked the summer on creating a picture-book on the history of Navasota and successfully fundraised to run a full production of the book in hardback. The book will be released in November. All of the Navasota Artists in Residence participate in a variety of activities that help expand the reach of the residency, including displays at Round Top and Texas Reds, and participating in fundraising art shows in the Brazos Valley.
- Chris Gowen from Katy, Texas continued his tenure in the College Station Summer Artist Residency. The summer residency is open to current or recently-graduated students and provides them an opportunity to create their first solo exhibit. Chris is a talented abstract painter who explores ideas of boundaries through exploration of space. He used the residency to expand his portfolio and explore ideas of abstraction of construction sites. His solo show ran in August in The Arts Council's galleries and he was successful in making many sales before his residency ended on August.
- Devin Cogger from Portland, Oregon continued his time in the Bryan Artist in Residence program. House in the Kasparov Lofts in Downtown Bryan, Devin is an active participant in the art scene, participating in First Fridays, Third Thursdays, and Texas Reds.
- ART for Life, which pairs youth on probation with a professional artist to create public art works, finished its summer project in August 2019. Le Hale, of Purple Turtle Studio in Downtown Bryan, worked with the youth to create artwork for the newly-renovated lobby of the Juvenile Justice Center on Highway 21 and unveiled the new gallery on August 8th. Additionally, our Artists in Residence lead field trips with the ART for Life

students to museums and cultural institutions across the state. Trips to Austin, Houston, and museums around Bryan/College Station took place in July and August.

Community Outreach

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

Marketing

- Innumerable residents and visitors are served through regular marketing and outreach programs from mailings, advertisements, brochures, newspaper articles, television and radio spots/interviews, and our website, www.acbv.org.
- The Arts Council regularly and extensively promotes affiliate events, Arts Council programs, and local art events through social media and paid online and print advertising. Marketing efforts target a statewide audience as well as providing up to date information to residents and visitors. Additionally, Bryan Broadcasting, KBTX and KAGS donate significant amounts of air time to run Arts Council Art Spots and interviews. Marketing efforts for the fourth quarter focused on Art After School, Summer Camps, gallery shows, Ground Zero 360 exhibit, and Celebrate the Arts.
- The ACBVoice e-newsletter was sent to over 3,000 subscribers monthly during the third quarter. The newsletter promotes upcoming arts events in the Brazos Valley in addition to providing updates on Arts Council programs and projects.
- Arts Council staff recorded regular interviews at the WTAW studios every other week during the fourth quarter. They were joined by Arts Council affiliates such as the Museum of the American GI, the Brazos Valley Chorale, and Downtown Bryan Association. Arts Council staff also introduced several VIP guests of the Ground Zero 360 exhibit, including the exhibit creators and some family members of fallen first responders.
- The Arts Council continued to produce Arts Spots, which are distributed directly to every hotel in Bryan/College Station and are also read as public service announcements, aired multiple times a day on every media outlet in the region. We continue to update our Arts Spots distribution list to include many of the new hotels being built in the Bryan/College Station area.

Support of Affiliate Organizations

- We support over 58 affiliated arts, culture and heritage organizations across the Brazos Valley through funding, promotion, advocacy and partnership-building programs. In addition, the Arts Council facilities are available for use free of charge to all affiliates during regular business hours (Monday-Friday, 9am-5pm, Saturday, 10am-5pm) and used by many of these groups monthly.
- The Arts Council continued to assist with the organization of the Brazos Valley Museum Collective and the Brazos Valley Theatre Collective. The Museum Collective, made up of galleries and museums throughout the Brazos Valley, held one meeting in the fourth quarter at the Children's Museum. The Brazos Valley Theatre Collective

met monthly at participating theatres. Both groups meet regularly and work collaboratively on planning and promoting their shows and engaging in shared marketing endeavors.

- The Arts Council and our affiliates are regularly covered in *The Eagle* and on local news stations as a result of our public relations efforts.
- Our continued professional development services include providing free workshops to our affiliates on topics such as board development, sponsorship, government relations, governance, grant-writing assistance, relationship management, marketing, and event planning. On August 19th, fifteen Arts Council affiliates and other local nonprofits & artists attended a presentation by Amelia McCracken of Ment Marketing & Creative Services titled "From Hobby to Profession: How to Begin Marketing Yourself on a Budget".

Art in Public Places

- The Arts Council curates several Community Galleries at Large. One of these Community Galleries-at-Large, the Brazos Valley Council of Governments' building, hosted a show of Nova Scotia photographs by retired Texas A&M professor and photographer, Terry Larsen. The Community Gallery-at-Large space at College Station City Hall continued hosting the works of local figurative and abstract artist Coleen Bradfield until August 6th, when it was replaced with a joint exhibit by artist Mary Skow and her students from St. Thomas Early Learning Center. The Brazos Valley Plastic Surgery gallery was switched on July 26th to show an exhibit of fluid art by Emily Laughlin. Navasota City Hall spaces held three exhibits in the fourth quarter including an abstract exhibit by Chris Rogers, a watercolor exhibit by Jeanne Price Haygood, and a mixed-media exhibit by Neil Foloso.
- Featuring 29 outdoor sculptures and over thirty art benches, the Public Art program is supported by local business partners and the cities of Bryan and College Station. This program aesthetically improves and fosters appreciation of the role of the arts in our community.
- *Hand of God* by local artist John Magee continues to attract crowds to the ArtFill installation site in Downtown Bryan.

Community Events

- On Saturday, September 7 we held a "First Responders Day" in conjunction with the newly-opened Ground Zero 360 exhibit. We invited all first responders and their families to view the exhibit, enjoy food and drink from New Republic Brewery, and enter to win two door prize drawings. CSPD officer Chad Jones was the lucky recipient of the main prize – a hand-made quilt by the Brazos Bluebonnet Quilt Guild.
- The Arts Council held its annual *Celebrate the Arts* event on September 12 at the Brazos County Expo. Over 500 guests "grooved the night away" at the disco-themed fundraising event to celebrate the many accomplishments of the arts community over the past year and the exciting future ahead. Event guests enjoyed performances by local theatre groups, a photobooth, a pop-up gallery and live art display, a live auction, a gourmet dinner by Buppy's Catering, a David Gardner's Jewelers raffle, and live

music by Danny Ray and the Acoustic Production. Additionally, we announced our annual awards:

M.L. "SONNY" MOSS ARTIST OF THE YEAR: Benjamin Knox
JANE WOLFE DISTINGUISHED ARTS LEADERSHIP AWARD: Linda Ricketson &
Robert Person (posthumously) from Brazos County Juvenile Services
ARTS BUSINESS PATRON AWARD: Allen Honda
ARTS CHAMPION: Roby Somerford of KAGS
VOLUNTEER OF THE YEAR: Carolyn Moore

- On Sept 28, The Arts Council assisted the Downtown Bryan Association by managing vendor check in for the Texas Reds Festival. We welcomed all participating vendors, directed them to their spaces, gave them a packet of information, and assisted with their load out/set up as needed. We also coordinated the participation of many of our artists in residence at the event.

CITY OF NAVASOTA FINANCIAL REPORT **JULY - SEPTEMBER 2019**

- The Arts Council received payment of \$28,800 in full via check from the City of Navasota in the first quarter of the fiscal year on December 21, 2018. In FY 19 Q4, \$3,131.91 of the funds were utilized as follows:
 - \$2,100.00 paid to artists for residency stipends: \$300.00 paid for summer 2019 residency on July 8, 2019 to Apinya Srihwanthong. \$600.00 each (\$1,800.00 total) paid to Rebecca Dias, Hayley Morrison, and Caroline Radell on July 29, 2019 for fall 2019 residency.
 - \$300.00 total paid on Sept 20, 2019 to promote Spring 2020 artist call to international audience through CallforEntry.org.
 - \$225.00 paid for food, drink, & live music at August Open House: \$100.00 to Mitch White on July 29, 2019 and \$125.00 to Classic Rock Coffee on Sept 26, 2019.
 - \$506.91 paid for residency supplies: \$91.74 paid to Amazon & Vistaprint for residency business cards and hanging supplies, \$415.17 paid to Admail for artist promotion cards and show invitations.

Attachments

- Balance Sheet as of September 30, 2019
- Profit and Loss Statement from October 1, 2018 – September 30, 2019
- Affiliate grant reports for Q4 FY 2019

The Arts Council of Brazos Valley
Balance Sheet
As of September 30, 2019

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
10100 Well's Fargo Business Checking	65,070.77
10120 Well's Fargo Money Market	17,475.95
10200 Prosperity - ABC	576,734.15
10400 American Momentum Money Market	142,841.73
10450 American Funds	30,547.45
10950 Cash In Drawer	634.77
12300 Community Foundation of BV	8,727.61
Total Bank Accounts	\$ 842,032.43
Accounts Receivable	
11001 Accounts Receivable	20,000.00
11006 Discount on Pledge Receivable	-30,845.45
11200 Pledges Receivable	355,640.00
Total 11001 Accounts Receivable	\$ 344,794.55
Total Accounts Receivable	\$ 344,794.55
Other Current Assets	
1692 Prepaid Insurance	4,171.76
1693 Prepaid Advertising	1,200.00
Total Other Current Assets	\$ 5,371.76
Total Current Assets	\$ 1,192,198.74
Fixed Assets	
14000 Fixed Assets	
14100 Furniture and Equipment	125,104.81
14200 Buildings - Operating	7,503.00
14300 Permanent Collection	677,023.02
14999 Accum Depreciation	-105,831.98
Total 14000 Fixed Assets	\$ 703,798.85
14101 New Building	1,021,146.45
14101.1 Building Improvements	640,733.81
14102 Credit to Building Cost	-30,296.00
15000 Land	392,430.00
16000 Construction in Progress	8,415.05
Total Fixed Assets	\$ 2,736,228.16
Other Assets	
18800 Inventory	15,105.00
Total Other Assets	\$ 15,105.00
TOTAL ASSETS	\$ 3,943,531.90

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

20000 Accounts Payable	151,000.00
------------------------	------------

Total Accounts Payable	\$ 151,000.00
-------------------------------	----------------------

Credit Cards

21500 Wells Fargo Business Card	2,778.75
---------------------------------	----------

Total Credit Cards	\$ 2,778.75
---------------------------	--------------------

Other Current Liabilities

22000 Payroll Liabilities	0.00
---------------------------	------

22200 Texas Unemployment Payable	223.75
----------------------------------	--------

22400 Blue Cross Blue Shield Payable	-1,176.10
--------------------------------------	-----------

Total 22000 Payroll Liabilities	-\$ 952.35
--	-------------------

23100 Deferred Income	4,998.75
-----------------------	----------

24300 Accrued Compensated Absences	4,029.94
------------------------------------	----------

25500 Sales Tax Payable	1,962.97
-------------------------	----------

25800 Unearned or Deferred Revenue	8,000.00
------------------------------------	----------

27201 Due to COCS- Reimbursements	16.00
-----------------------------------	-------

POS Tax Agency Payable	-0.82
------------------------	-------

Sales Tax Payable	6.91
-------------------	------

Total POS Tax Agency Payable	\$ 6.09
-------------------------------------	----------------

Square Sales Tax Payable	-789.10
--------------------------	---------

Sales Tax Payable	789.10
-------------------	--------

Total Square Sales Tax Payable	\$ 0.00
---------------------------------------	----------------

State Comptroller Payable	75.21
---------------------------	-------

Texas Comptroller Payable	-9,222.17
---------------------------	-----------

Sales Tax Payable	11,589.73
-------------------	-----------

Total Texas Comptroller Payable	\$ 2,367.56
--	--------------------

Total Other Current Liabilities	\$ 20,504.17
--	---------------------

Total Current Liabilities	\$ 174,282.92
----------------------------------	----------------------

Long-Term Liabilities

27101 Notes Payable	1,042,796.57
---------------------	--------------

Total Long-Term Liabilities	\$ 1,042,796.57
------------------------------------	------------------------

Total Liabilities	\$ 1,217,079.49
--------------------------	------------------------

Equity

31300 Perm. Restricted Net Assets	5,050.00
-----------------------------------	----------

32000 Unrestricted Net Assets	2,312,147.99
-------------------------------	--------------

Net Revenue	409,254.42
-------------	------------

Total Equity	\$ 2,726,452.41
---------------------	------------------------

TOTAL LIABILITIES AND EQUITY	\$ 3,943,531.90
-------------------------------------	------------------------

* As mentioned in a previous report, our transfer to Quickbooks Online has resulted in bizarre behavior with our sales tax payable due to legacy balances that have not been cleared. We are still working with the accountants to clear this up.

The Arts Council of Brazos Valley
Profit & Loss
October 2018 - September 2019

	Actual	Total Budget	% of Budget
Revenue			
430 Contributed Income	280,540.87	200,000.00	140.27%
430.2 Northgate Sculpture Fund		99,999.96	0.00%
431 Membership Dues			
431.1 Individual Membership	16,427.40	9,768.00	168.18%
431.2 Affiliates Membership	4,248.60	4,000.00	106.22%
431.3 Business Membership	4,744.20	20,269.00	23.41%
Total 431 Membership Dues	\$ 25,420.20	\$ 34,037.00	74.68%
432 Fundraising Events			
4324 Celebrate the Arts	119,924.60	140,000.00	85.66%
4325 Boots & BBQ	12,338.61	15,000.00	82.26%
4326 Empty Bowls, Jr.	12,073.06	13,000.00	92.87%
4327 Celebrate the Arts Scholarship	9,125.00	20,000.00	45.63%
Total 432 Fundraising Events	\$ 153,461.27	\$ 188,000.00	81.63%
433 Government Grants			
4331 College Station	35,000.00	35,000.00	100.00%
4332 College Station HOT	687,976.00	687,976.00	100.00%
4332-1 COCS HOT Reimbursements	400.08	6,000.00	6.67%
4333 Bryan HOT	180,000.00	180,000.00	100.00%
4334 Brazos County	8,000.00	8,000.00	100.00%
4335 TCA	20,500.00	19,200.00	106.77%
4336 Navasota HOT	28,800.00	28,800.00	100.00%
Total 433 Government Grants	\$ 960,676.08	\$ 964,976.00	99.55%
434 Foundation & Trust Grants	20,000.00	5,500.00	363.64%
Total 430 Contributed Income	\$ 1,440,098.42	\$ 1,492,512.96	96.49%
43400 Direct Public Support	161.00		
440 Program Service Revenue	41.31	200.00	20.66%
440.1 Red Wasp	1,459.43	4,400.00	33.17%
440.2 Classes	2,511.17	2,000.00	125.56%
440.3 Camps	7,761.27	8,500.00	91.31%
440.4 Community Festival	2,265.00	4,000.00	56.63%
440.6 Artist Call for Entry	1,217.24	1,700.00	71.60%
Total 440 Program Service Revenue	\$ 15,255.42	\$ 20,800.00	73.34%
450 Other Revenue			
450.1 Miscellaneous Revenue	15,326.41	50.00	30652.82%
450.2 Investments	5,459.76	2,000.00	272.99%
450.3 Rentals	16,751.90	27,336.00	61.28%
Total 450 Other Revenue	\$ 37,538.07	\$ 29,386.00	127.74%
46000 Merchandise Sales	8,707.57	12,000.00	72.56%
Discounts given	-30.00		
Total Revenue	\$ 1,501,730.48	\$ 1,554,698.96	96.59%
Gross Profit	\$ 1,501,730.48	\$ 1,554,698.96	96.59%
Expenditures			
600 Awards and Grants			
601 Awards & Grants-Organizations	467,976.00	467,976.00	100.00%

601-1 Returned Grants	16.00	6,000.00	0.27%
Total 601 Awards & Grants-Organizations	\$ 467,992.00	\$ 473,976.00	98.74%
602 Awards & Grants-Individuals	20,000.00	20,000.00	100.00%
Total 600 Awards and Grants	\$ 487,992.00	\$ 493,976.00	98.79%
610 Salaries and Related Expenses	13,104.39		
611 Salaries & Wages	135,148.92	229,616.70	58.86%
612 Employer IRA Contributions	3,942.40	7,018.14	56.17%
613 Employee Benefits-Other	3,189.26	4,320.00	73.83%
614 Payroll taxes & fees	12,295.84	19,427.92	63.29%
615 Sales Commission	613.78	1,800.00	34.10%
Total 610 Salaries and Related Expenses	\$ 168,294.59	\$ 262,182.76	64.19%
620 Fees for Services			
621 Accounting Fees	15,016.30	26,890.00	55.84%
622 Legal Fees	57,875.32	10,000.00	578.75%
624 Marketing Intern Fees	10,500.00	10,500.00	100.00%
625 Contractor Fee	6,016.60		
Total 620 Fees for Services	\$ 89,408.22	\$ 47,390.00	188.66%
630 Advertising, Printing, Promo.	60,346.11	61,250.00	98.52%
631 Programs			
6311 Reflections		1,000.00	0.00%
6312 ART for Life	13,500.09	13,450.00	100.37%
6313 Gallery	41,746.68	52,000.00	80.28%
6314 Camps	4,576.62	5,100.00	89.74%
6315 Community Festivals	317.25	400.00	79.31%
6316 Public Art	4,000.00	103,996.00	3.85%
6317 Classes	1,309.92	1,490.00	87.91%
6319 Red Wasp	1,561.07	2,400.00	65.04%
6320 Artist Connect	7,000.00	4,000.00	175.00%
6325 Programs-Other	1,913.03	1,500.00	127.54%
6327 Empty Bowls, Jr.	6,579.58	7,100.00	92.67%
6328 Artist in Residence	4,281.91	4,600.00	93.09%
Total 631 Programs	\$ 86,786.15	\$ 197,036.00	44.05%
632 Fundraising			
6324 Celebrate the Arts	54,890.20	45,000.00	121.98%
6329 Boots & BBQ	2,848.48	3,000.00	94.95%
6330 Fundraising - Other	5,975.69	5,500.00	108.65%
Total 632 Fundraising	\$ 63,714.37	\$ 53,500.00	119.09%
640 Office Expenses	7,142.62	2,500.00	285.70%
641 Postage, Mailing Service	1,014.60	700.00	144.94%
Total 640 Office Expenses	\$ 8,157.22	\$ 3,200.00	254.91%
650 Information Technology	5,573.30	5,700.00	97.78%
660 Occupancy			
662 Security	1,821.86	720.00	253.04%
663 Janitorial	9,623.51	2,700.00	356.43%
6635 Repairs & Maintenance	7,232.48	2,700.00	267.87%
664 Pest Control	350.47	1,400.00	25.03%
665 Utilities	16,237.04	24,000.00	67.65%
667 Mortgage Interest	50,588.82	48,000.00	105.39%
Total 660 Occupancy	\$ 85,854.18	\$ 79,520.00	107.97%
661 Facilities & Equipment Rental	2,302.77	1,980.00	116.30%
669 Property Purchase		280,800.00	0.00%

670 Mileage				
671 Travel & In-Region Mileage		1,949.13	1,800.00	108.29%
Total 670 Mileage	\$	1,949.13	\$ 1,800.00	108.29%
680 Insurance		13,057.00	8,095.99	161.28%
690 Other expenses				
691 Bank Charges		2,982.05	2,496.00	119.47%
6911 Investment Losses		2,578.32	600.00	429.72%
694 Memberships and Dues		1,525.00	1,400.00	108.93%
695 Training & Development		4,884.54	4,500.00	108.55%
697 Artist Commission		5,562.82	8,400.00	66.22%
699 Other Costs		1,508.29	1,340.00	112.56%
6991 Misc Pass Through		0.00		
Total 690 Other expenses	\$	19,041.02	\$ 18,736.00	101.63%
Total Expenditures	\$	1,092,476.06	\$ 1,515,166.75	72.10%
Net Operating Revenue	\$	409,254.42	\$ 39,532.21	1035.24%
Net Revenue	\$	409,254.42	\$ 39,532.21	1035.24%

Wednesday, Oct 30, 2019 02:12:24 PM GMT-7 - Accrual Basis

Reds, Wheats & Blues Festival

2019 Navasota Program & Marketing Grant

Navasota Grimes County Chamber of Commerce

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

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

Mr. John Hugh McNally Jr.

117 S. LaSalle Street
POB 530
Navasota, TX 77868

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

FollowUp Form

Quarter 4

Please fill out and electronically submit this report by October 20th, 2019. Only include information (tourism impact and expenses) from the fourth quarter (July 1st - September 30th, 2019).

Program Information

Project name

Reds, Wheats & Blues Festival

Organization name*

Navasota Grimes County Chamber of Commerce

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

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

None

Beginning date of program(s)*

11/10/2018

Ending date of program(s)*

11/10/2018

Amount received from Navasota this quarter*

\$0.00

Amount of grant funds spent this quarter*

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

\$0.00

Expense chart*

Please download and use this form to itemize your quarterly expenses. Then re-upload the completed form here.

Q4 2019 Report.pdf

Tourism Impact

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

Total program attendance*

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

Zero attendance. We had no events this Q4.

Hotel impact*

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

0

Restaurant patronage*

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

0

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

Did you do intercept surveys, ticket-purchase surveys, block rooms at a hotel, etc.? If you have the raw data or a report, please upload that here.

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

We had no events this Q4.

Examples of funded advertising/promotional campaigns

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

Additional advertising/promotional samples

Please attach any other marketing or promotional samples here.

Signature

Signature*

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

Johnny McNally

Title*

Please list your title at the organization.

Executive Director

Contact Email*

executivedirector@navasotagrimeschamber.com

Contact Phone*

9368256600

Date*

10/14/2019

File Attachment Summary

Applicant File Uploads

- Q4 2019 Report.pdf

[illegible]

Year Round marketing support

2019 Navasota Program & Marketing Grant

Washington on the Brazos State Park Association

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

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

Mrs. Ginger Yvonne Moreland

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

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

FollowUp Form

Quarter 4

Please fill out and electronically submit this report by October 20th, 2019. Only include information (tourism impact and expenses) from the fourth quarter (July 1st - September 30th, 2019).

Program Information

Project name

Year Round marketing support

Organization name*

Washington on the Brazos State Park Association

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

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

none

Beginning date of program(s)*

03/02/2019

Ending date of program(s)*

03/03/2019

Amount received from Navasota this quarter*

\$0.00

Amount of grant funds spent this quarter*

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

\$0.00

Expense chart*

Please download and use this form to itemize your quarterly expenses. Then re-upload the completed form here.

EXPENSE CHART Q4.pdf

Tourism Impact

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

Total program attendance*

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

Juneteenth Heritage Celebration-650

Bark in the Park-500

Park visitation July 1-September 30-12,917

Annual total 78,321

Hotel impact*

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

87

Restaurant patronage*

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

207

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

Did you do intercept surveys, ticket-purchase surveys, block rooms at a hotel, etc.? If you have the raw data or a report, please upload that here.

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

TSHA program.pdf

We did person to person surveys, and collected zip codes at the gift shop and visitors' center.

Examples of funded advertising/promotional campaigns

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

WOB Rack Card Back 2019.pdf

Additional advertising/promotional samples

Please attach any other marketing or promotional samples here.

Insite ad.pdf

Signature

Signature*

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

Ginger Moreland

Title*

Please list your title at the organization.

Administrator

Contact Email*

office@wheretexasbecametexas.org

Contact Phone*

979-830-1824

Date*

10/08/2019

File Attachment Summary

Applicant File Uploads

- EXPENSE CHART Q4.pdf
- TSHA program.pdf
- WOB_rack_card_back 2019.pdf
- Insite ad.pdf



Make sure you submit a new expense chart for each quarterly report.

[illegible]

WASHINGTON ON THE BRAZOS

TEXAS

INDEPENDENCE DAY CELEBRATION

WHERE TEXAS BECAME TEXAS

MAR 2
MAR 3

FREE
ADMISSION
AND PARKING

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

www.wheretexasbecametexas.org

SPONSORED BY:



CELEBRATE TEXAS' 183RD BIRTHDAY WHERE TEXAS BECAME TEXAS

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

FREE AND ADMISSION AND PARKING



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

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

Kids History Zone, Texas A&M Singing Cadets.

Non-stop entertainment.

FREE admission, FREE parking, FREE shuttle.

State Parks prohibit alcohol.

Hotel Specials Available

www.wheretexasbecametexas.org • 936.878.2214

THIS EVENT IS MADE POSSIBLE BY:



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

WASHINGTON ON THE BRAZOS
TEXAS
INDEPENDENCE DAY
CELEBRATION

WHERE
TEXAS
BECAME
TEXAS

MAR 2-3 FREE ADMISSION
AND PARKING

Celebrate 183RD anniversary of Texas
Independence with living history
demonstrations, food, crafts, music and more.

SPONSORED BY:



NAVASOTA!
So much, so close.



www.wheretexasbecametexas.org



Proclamation The City of Navasota, Texas

"TREE OF ANGELS"

WHEREAS, when crimes occur, society must protect not only the rights of the accused, but also the rights of the victim and;

WHEREAS, recognizing that the holiday season is a difficult time for victims and their families, The Tree of Angels has become a memorable tradition observed in Grimes County to recognize that the holiday season is a difficult time for victims and their families. The event honors surviving victims of violent crime and victims' families by allowing loved ones to bring an angel to place on a special Christmas tree and;

WHEREAS, all of Grimes County recognizes the important work of all who commit themselves to assist crime victims and their loved ones. Traditions like the Tree of Angels reflect the kind and compassionate spirit of the holiday season and encourage us all to play a role in building a safer, more just community and;

NOW THEREFORE, I, Bert Miller, Mayor of the City of Navasota, do hereby proclaim the month of December 2019 as **"TREE OF ANGELS MONTH"** and urge citizens of Grimes County to participate by placing an angel ornament on the tree located in the lobby of the Navasota Municipal Building, or on the tree located in the lobby of the Grimes County Law Enforcement Center, to remember and pay tribute to those whose lives have been touched by violence.

DATED THIS THE 25TH DAY OF NOVEMBER, 2019.

BERT MILLER, MAYOR

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 5. **AGENDA DATE:** November 25,
2019

PREPARED BY: Lupe Diosdado, Community Development
Director

APPROVED BY: BS

ITEM: Conduct a public hearing to receive public comment and testimony regarding zoning changes initiated by the Planning and Zoning Commission, changing the current zoning from A/O: Agriculture/open space district to M-2: Heavy Industrial District for the property legally described as A0046 J Moore, Tract 4-3, Acres 22.809, changing the current zoning from A/O: Agriculture/open space district to R-1A: high density, single dwelling unit, 7,000 square foot lot, residential district for the property legally described as A0046 J Moore, Tract 21-1, Acres 54.00, changing the current zoning from A/O: Agriculture/open space district to R-3: high density, multi-dwelling unit, residential district for the properties legally described as A0055-6 D Tyler, Tract 6, Par 19, Acres 67.50, A0055-6 D Tyler, Tract 6, Par 18, Acres 23.52 and A0055-6 D Tyler, Tract 19-1, Acres 10.00, located in Navasota, Grimes County, Texas.

ITEM BACKGROUND:

Following a rezoning workshop held by the Planning and Zoning Commission staff was tasked with completing public notice requirements and drafting an ordinance rezoning the listed properties. The purpose of the hearing is to discuss the proposed Agricultural/Open Space rezoning to ensure compliance with the Comprehensive Plan and streamline the development process for future developers.

After listening to public comments during the public hearing held by P&Z on November 14, 2019 the P&Z changed their recommendation from R-3 to R-2 for properties 1, 2, and 3.

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 to receive public comment and testimony regarding zoning changes initiated by the Planning and Zoning Commission, changing the current zoning from A/O: Agriculture/open space district to M-2: Heavy Industrial District for the property legally described as A0046 J Moore, Tract 4-3, Acres 22.809, changing the current zoning from A/O: Agriculture/open space district to R-1A: high density, single dwelling unit, 7,000 square foot lot, residential district for the property legally described as A0046 J Moore, Tract 21-1, Acres 54.00, changing the current zoning from A/O: Agriculture/open space district to R-2: medium density, multi-dwelling unit, residential district, residential district for the properties legally described as A0055-6 D Tyler, Tract 6, Par 19, Acres 67.50, A0055-6 D Tyler, Tract 6, Par 18, Acres 23.52 and A0055-6 D Tyler, Tract 19-1, Acres 10.00, located in Navasota, Grimes County, Texas.

ATTACHMENTS:

1. Staff Report



City of Navasota Planning and Zoning Commission Staff Report

Date: November 15, 2019

To: Planning and Zoning Commission

From: Lupe Diosdado, Community Development Director

Agenda Item: A/O Agricultural Open Space District Rezoning

PROPERTY INFORMATION:

MAP # 1

PID: R14377

LEGAL DESCRIPTION: A0055-6 D TYLER, TRACT 6, PAR 18, ACRES 23.52

OWNER: ANZALDUA, DAVID & HILDA

ADDRESS: P O BOX 25, PLANTERSVILLE, TX 77363

ACRES: 23.52

ZONING: Split B-1 and A/O

MAP # 2

PID: R14379

LEGAL DESCRIPTION: A0055-6 D TYLER, TRACT 6, PAR 19, ACRES 67.50

OWNER: BURLIN, BETTY FAMILY PARTNERSHIP LTD

ADDRESS: P O BOX 1479, NAVASOTA, TX 77868

ACRES: 67.50

ZONING: Split B-1 and A/O

MAP # 3

PID: R36854

LEGAL DESCRIPTION: A0055-6 D TYLER, TRACT 19-1, ACRES 10.00

OWNER: BURLIN, BETTY FAMILY PARTNERSHIP LTD

ADDRESS: P O BOX 1479, NAVASOTA, TX 77868

ACRES: 10.00

ZONING: A/O

MAP # 4

PID: R13790

LEGAL DESCRIPTION: A0046 J MOORE, TRACT 21-1, ACRES 54.00

OWNER: PIERCE, JOHN L, II

ADDRESS: 518 N LA SALLE, NAVASOTA, TX 77868

ACRES: 54.00

ZONING: A/O

MAP # 5**PID:** R13769**LEGAL DESCRIPTION:** A0046 J MOORE, TRACT 4-3, ACRES 22.809**OWNER:** BOBO, JOHN O & DOROTHY**ADDRESS:** 9310 S BUS6, NAVASOTA, TX 77868**ACRES:** 22.81**ZONING:** A/O**REQUEST:**

Conduct a public hearing to receive public comment and testimony regarding zoning changes initiated by the Planning and Zoning Commission, changing the current zoning from A/O: Agriculture/open space district to M-2: Heavy Industrial District for the property legally described as A0046 J Moore, Tract 4-3, Acres 22.809, changing the current zoning from A/O: Agriculture/open space district to R-1A: high density, single dwelling unit, 7,000 square foot lot, residential district for the property legally described as A0046 J Moore, Tract 21-1, Acres 54.00, changing the current zoning from A/O: Agriculture/open space district to R-3: high density, multi-dwelling unit, residential district for the properties legally described as A0055-6 D Tyler, Tract 6, Par 19, Acres 67.50, A0055-6 D Tyler, Tract 6, Par 18, Acres 23.52 and A0055-6 D Tyler, Tract 19-1, Acres 10.00, located in Navasota, Grimes County, Texas.

SUMMARY:

The purpose of the rezoning of A/O districts is to ensure compliance with the Comprehensive Plan and streamline the development process for future developers. The listed properties are within the Airport Growth Center per the Comprehensive Plan.

On October 10, 2019 the Planning and Zoning Commission held a workshop discussing rezoning properties located within the Airport Growth Center and recommended rezoning **Property # 1, 2 and 3** from A/O district to R-3: high density, multi-dwelling unit, residential district. Rezoning said property to R-3 would allow for future development of single and multi-dwelling units, leaving the portion along the frontage as B-1: General Business District to encourage mixed development.

The P&Z also recommended rezoning **Property # 4** from A/O district to R-1A: high density, single dwelling unit, 7,000 square foot lot, residential district. Rezoning said property to R-1A will allow for the development of single dwelling units and the possible expansion of the Heritage Meadows subdivision. In addition, the P&Z recommended rezoning **Property # 5** from A/O district to M-2: Heavy industrial to allow for the future development of heavy industry abutting the existing railway.

On **November 14, 2019** the Planning and Zoning Commission held a public hearing to discuss the aforementioned zoning changes. Citizen turnout voiced their concerns about the proposed R-3 zoning designation. After listening to input from citizens present the Planning and Zoning Commission decided to change the proposed zoning recommendation from **R-3 to R-2 for properties 1, 2 and 3** in order to better compliment the adjacent single dwelling unit subdivision.

STAFF RECOMMENDATION:

Staff recommends conducting a public hearing and approving the proposed zoning changes.

COMPREHENSIVE PLAN RELATION:

"Areas within the City's boundaries and ETJ that are positioned for development." (Comp Plan pg.63)
Airport Growth Center

Airport GC - Encompasses the airport grounds, as well as adjacent land in the ETJ to the west and the area to the east up to FM 379/1227. The Navasota Municipal Airport is a unique and significant regional asset. The development of support industries, such as hangars and aviation repair is highly realistic. City staff have expressed interest in this Center, specifically the airport, as a distribution and logistics center for medical specialties as the airport continues to grow. The expansion of these uses will have the potential for conflict with any nearby residential areas. Stakeholder input has indicated a desire to attract high-quality development in the Airport GC that maintains the attractiveness of the area and adds to the economy. Mixed-use style of development may work well here.

Likewise, the presence of an existing industrial park to the east of this Center underpins a logical extension of industrial land use classification for land in the Center. The construction of a new roadway via an extension of Spur 515 intersecting with SH 105 to the west of the downtown area near the park would serve an essential role in furthering the development of this Center as well as provide much needed relief of freight truck movement through the downtown area.

Premise:

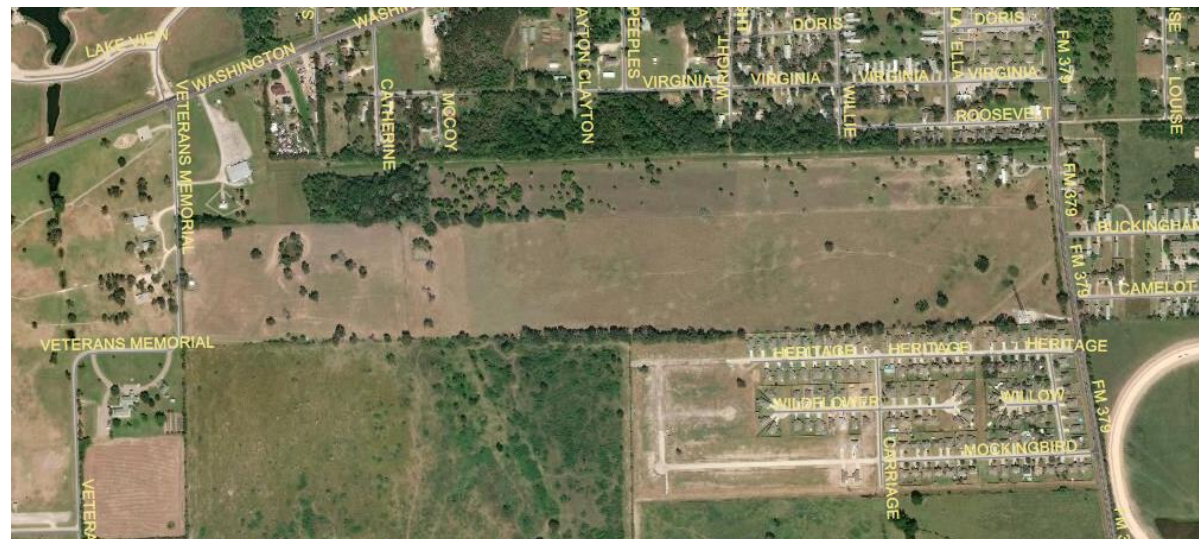
- The Airport and existing industrial park to the west of SH Business 6 is prime developable space
- Proximity to the western route of SH 105 and linkage to the Spur 515 Corridor
- Low density, open spaces
- Appropriate for mixed-use and medical specialties

Preferred Use:

- Industrial development
- Need for extension of Spur 515 Corridor to the west to connect to SH 105 on west side of City –such a move would substantially increase development opportunities while improving transportation
- Consider a green space buffer on the eastern boundary of the airport between any other industrial development east in the Center



This aerial map shows the Veterans Memorial area in Houston, Texas. Four parcels are highlighted and numbered in red: Parcel 1 (top right), Parcel 2 (middle right), Parcel 3 (middle left), and Parcel 4 (bottom left). The map includes labels for 'VETERANS MEMORIAL', 'WASHINGTON', 'CATHERINE', 'MCCOY', 'ATON CLAYTON', 'PEEPLES', 'VIRGINIA', 'DORIS', 'WILLIE', 'ELLIE', 'ROOSEVELT', 'FM 379', 'BUCKLEY', 'CAMPBELL', 'STAGE', and 'VETERA'. The parcels are numbered 1, 2, 3, and 4 in red text.



**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 6. **AGENDA DATE:** November 25, 2019

PREPARED BY: Lupe Diosdado, Community Development Director

APPROVED BY: BS

ITEM: Consideration and possible action on the first reading of Ordinance No. 910-19, changing the current zoning from A/O: Agriculture/open space district to M-2: Heavy Industrial District for the property legally described as A0046 J Moore, Tract 4-3, Acres 22.809, changing the current zoning from A/O: Agriculture/open space district to R-1A: high density, single dwelling unit, 7,000 square foot lot, residential district for the property legally described as A0046 J Moore, Tract 21-1, Acres 54.00, changing the current zoning from A/O: Agriculture/open space district to R-2: medium density, multi-dwelling unit, residential district for the properties legally described as A0055-6 D Tyler, Tract 6, Par 19, Acres 67.50, A0055-6 D Tyler, Tract 6, Par 18, Acres 23.52 and A0055-6 D Tyler, Tract 19-1, Acres 10.00, located in Navasota, Grimes County, Texas.

ITEM BACKGROUND:

Following a rezoning workshop held by the Planning and Zoning Commission staff was tasked with completing public notice requirements and drafting an ordinance rezoning the listed properties.

BUDGETARY AND FINANCIAL SUMMARY:

none

STAFF RECOMMENDATION:

Staff recommends approval of the first reading of Ordinance No., 910-19, changing the current zoning from A/O: Agriculture/open space district to M-2: Heavy Industrial District for the property legally described as A0046 J Moore, Tract 4-3, Acres 22.809, changing the current zoning from A/O: Agriculture/open space district to R-1A: high density, single dwelling unit, 7,000 square foot lot, residential district for the property legally described as A0046 J Moore, Tract 21-1, Acres 54.00, changing the current zoning from A/O: Agriculture/open space district to R-2: medium density, multi-dwelling unit, residential district for the properties legally described as A0055-6 D Tyler, Tract 6, Par 19, Acres 67.50, A0055-6 D Tyler, Tract 6, Par 18, Acres 23.52 and A0055-6 D Tyler, Tract 19-1, Acres 10.00, located in Navasota, Grimes County, Texas..

ATTACHMENTS:

1. Ordinance No. 910-19

ORDINANCE NO. 910-19

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF NAVASOTA, TEXAS TO REZONE THE FOLLOWING PROPERTY FROM A/O: AGRICULTURE/OPEN SPACE DISTRICT TO M-2: HEAVY INDUSTRIAL DISTRICT: A0046 J MOORE, TRACT 4-3, ACRES 22.809, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF NAVASOTA, TEXAS TO REZONE THE FOLLOWING PROPERTY FROM A/O: AGRICULTURE/OPEN SPACE DISTRICT TO R-1A: HIGH DENSITY, SINGLE DWELLING UNIT, 7,000 SQUARE FOOT LOT, RESIDENTIAL DISTRICT: A0046 J MOORE, TRACT 21-1, ACRES 54.00, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF NAVASOTA, TEXAS TO REZONE THE FOLLOWING PROPERTIES FROM A/O: AGRICULTURE/OPEN SPACE DISTRICT TO R-2: MEDIUM DENSITY, MULTI-DWELLING UNIT, RESIDENTIAL DISTRICT: A0055-6 D TYLER, TRACT 6, PAR 19, ACRES 67.50, A0055-6 D TYLER, TRACT 6, PAR 18, ACRES 23.52 and A0055-6 D TYLER, TRACT 19-1, ACRES 10.00; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 10TH day of October 2019, a workshop was held by the Planning and Zoning Commission to discuss the rezoning of certain properties currently zoned as A/O: Agricultural/Open Space Districts to be in accordance with the Comprehensive Plan of the City of Navasota; and

WHEREAS, it was determined that a 22.809 acre tract legally described as A0046 J MOORE, TRACT 4-3, should be rezoned from A/O: Agriculture/Open Space District to M-2: Heavy Industrial District; and

WHEREAS, it was determined that a 54 acre tract legally described as A0046 J MOORE, TRACT 21-1, should be rezoned from A/O: Agriculture/Open Space District to R-1A: high density, single dwelling unit, 7,000 square foot lot, residential district; and

WHEREAS, it was determined that a 67.50 acre tract legally described as A0055-6 D TYLER, TRACT 6, PAR 19, a 23.52 acre tract legally described as A0055-6 D TYLER, TRACT 6, PAR 18, and a 10 acre tract legally described as A0055-6 D TYLER, TRACT 19-1, should be rezoned from A/O: Agriculture/Open Space District to R-3: high density, multi-dwelling unit, residential district; and

WHEREAS, the rezoning of said properties is in harmony with the Comprehensive Plan of the City of Navasota; and

WHEREAS, on the 14th of November 2019, a public hearing was held before the Planning and Zoning Commission of the City of Navasota, a quorum being present on the occasion and said matter of rezoning being part of the agenda for said Commission

meeting, an opportunity to present arguments for and against the proposed rezoning was held; and

WHEREAS, the properties are shown on Exhibit "A" attached hereto and incorporated herein for all purposes pertinent; and

WHEREAS, the Planning and Zoning Commission recommends to the Navasota City Council, that the property legally described as A0046 J MOORE, TRACT 4-3, ACRES 22.809, be rezoned as M-2: Heavy Industrial District; and

WHEREAS, the Planning and Zoning Commission recommends to the Navasota City Council, that the property legally described as A0046 J MOORE, TRACT 21-1, ACRES 54.00, be rezoned as R-1A: high density, single dwelling unit, 7,000 square foot lot, residential district; and

WHEREAS, the Planning and Zoning Commission recommends to the Navasota City Council, that the properties legally described as A0055-6 D TYLER, TRACT 6, PAR 19, ACRES 67.50, A0055-6 D TYLER, TRACT 6, PAR 18, ACRES 23.52 and A0055-6 D TYLER, TRACT 19-1, ACRES 10.00, be rezoned as R-2: medium density, multi-dwelling unit, residential district; and

WHEREAS, on the 25th day of November 2019, after notice as required by law, a public hearing was held before the Navasota City Council, a quorum being present on the occasion and said matter of rezoning being part of the agenda, an opportunity to present arguments for and against the proposed rezoning was held;

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

SECTION 1. The Official Zoning Map of the City of Navasota is hereby amended to change the following property currently zoned as A/O: Agriculture/Open Space District to M-2: Heavy Industrial District: a 22.809 acre tract legally described as A0046 J MOORE, TRACT 4-3.

SECTION 2. The Official Zoning Map of the City of Navasota is hereby amended to change the following properties currently zoned as A/O: Agriculture/Open Space District to R-1A: high density, single dwelling unit, 7,000 square foot lot, residential district: a 54 acre tract legally described as A0046 J MOORE, TRACT 21-1.

SECTION 3. The Official Zoning Map of the City of Navasota is hereby amended to change the following properties currently zoned as A/O: Agriculture/Open Space District to R-2: medium density, multi-dwelling unit, residential district: a 67.50 acre tract legally described as A0055-6 D TYLER, TRACT 6, PAR 19, a 23.52 acre tract legally

described as, A0055-6 D TYLER, TRACT 6, PAR 18, and a 10 acre tract legally described as A0055-6 D TYLER, TRACT 19-1.

SECTION 4. That if any section, subsection, word, sentence or phrase of this Ordinance is held invalid, it shall not affect the remaining parts of this ordinance.

SECTION 5. This Ordinance shall become effective from and after its passage, approval, and adoption on second reading.

PASSED AND ADOPTED ON FIRST READING THIS THE 25th DAY OF NOVEMBER 2019.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED AND ADOPTED ON SECOND READING THIS 9TH DAY OF DECEMBER 2019.

BERT MILLER, MAYOR

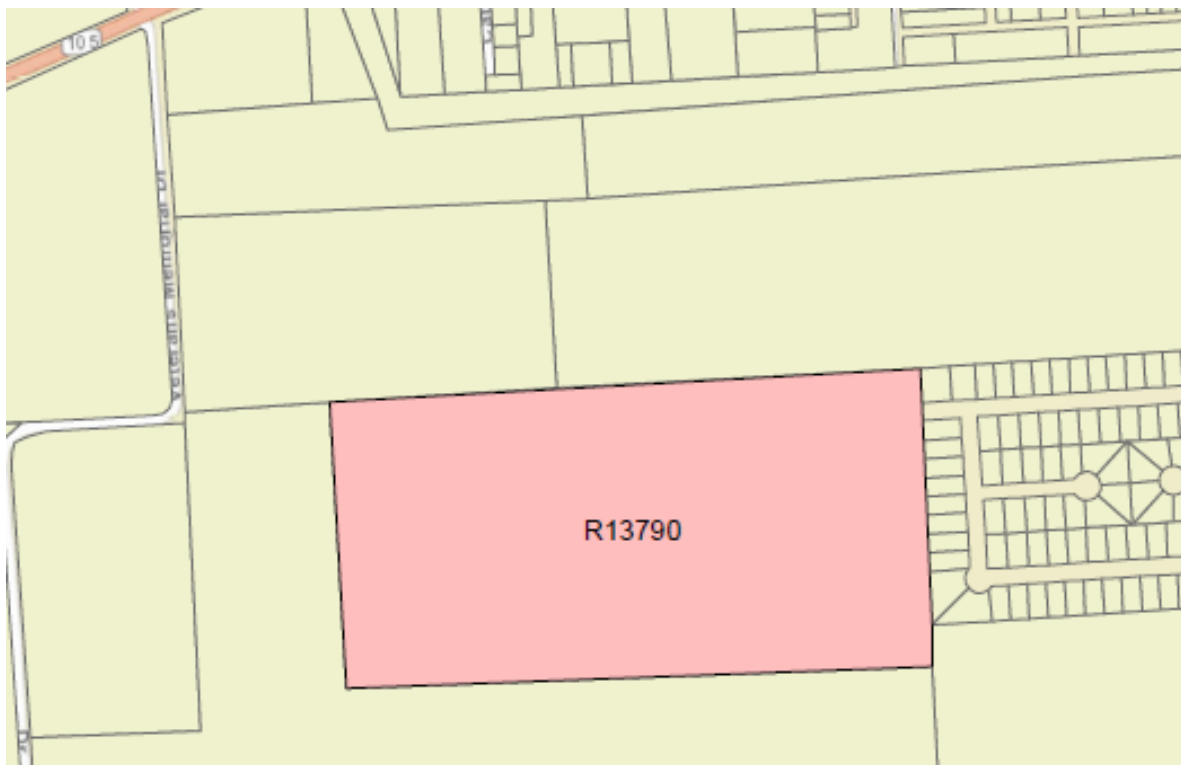
ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

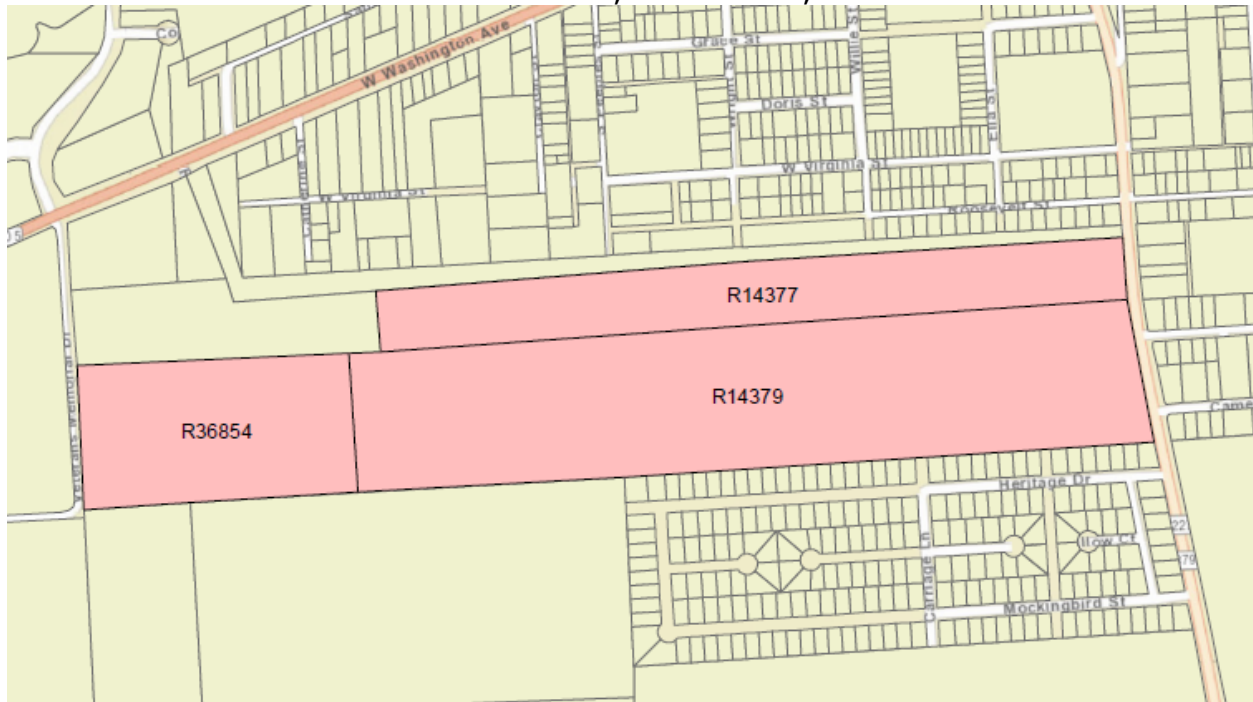
Exhibit "A"



R13769: A0046 J MOORE, TRACT 4-3, ACRES 22.809



R13790: A0046 J MOORE, TRACT 21-1, ACRES 54.00



R14377: A0055-6 D TYLER, TRACT 6, PAR 18, ACRES 23.52

R36854: A0055-6 D TYLER, TRACT 19-1, ACRES 10.00

R14379: A0055-6 D TYLER, TRACT 6, PAR 19, ACRES 67.50

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 7. **AGENDA DATE:** November 25,
2019

PREPARED BY: Lupe Diosdado, Community Development
Director

APPROVED BY: BS

ITEM: Conduct a public hearing to receive public comments and testimony regarding the voluntary annexation request submitted by James C. Hassell of a 102.4197 acre tract of land in the James Whitesides Survey, A-62 and the Daniel Tyler Survey, A-55, Grimes County, Texas.

ITEM BACKGROUND:

The City received a petition for annexation from James C. Hassell on October 23, 2019 requesting voluntary annexation that consists of four (4) tracts of land containing 102.4197 acres. The area proposed for annexation is located on and along the southwestern City limits line adjacent to the Pecan Lakes Estates subdivision and Pecan Lakes golf course.

Public hearing opened at _____ **p.m.**

Public hearing closed at _____ **p.m.**

BUDGETARY AND FINANCIAL SUMMARY:

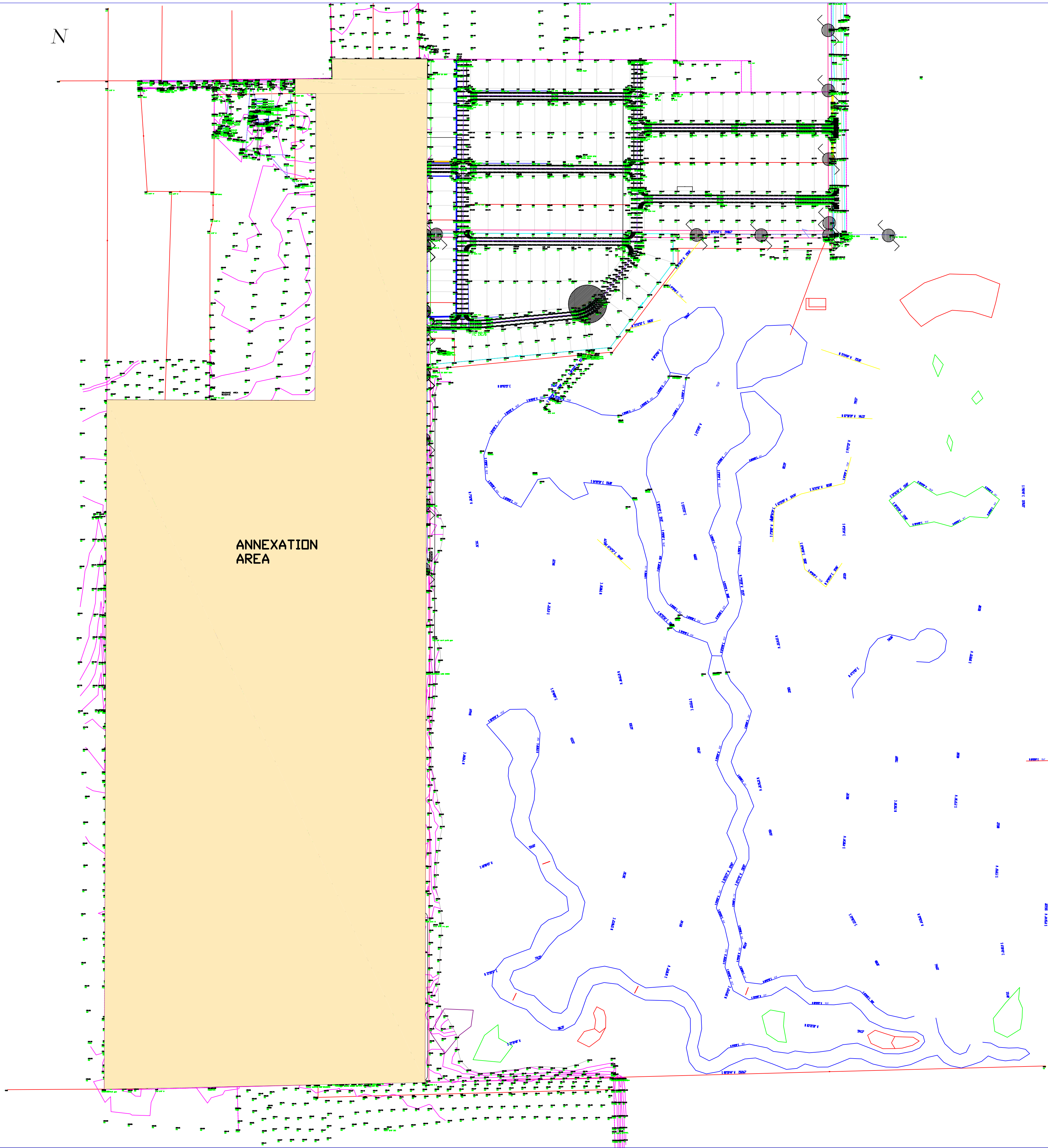
none

STAFF RECOMMENDATION:

Staff recommends conducting a public hearing to receive public comments and testimony regarding the voluntary annexation request submitted by James C. Hassell of an 102.4197 acre tract of land in the James Whitesides Survey, A-62 and the Daniel Tyler Survey, A-55, Grimes County, Texas.

ATTACHMENTS:

1. Annexation Exhibit
2. Aerial View



C.A.D. Services
cadesignservices@gmail.com
4022 Acom Ln.
Porter, Texas 77365

SURVEYED BY:
E.I.C SURVEYING

REV. NO.	DESCRIPTION	APP'D	DATE
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PRIVATE UTILITY LINES SHOWN

Date: _____
Entergy/Electric Facilities
(Approved only for crossing underground ductlines, unless otherwise noted.) Valid at time of review only

Date: _____
SBC Approved for underground conduit facilities only. Signature valid for one year.

Date: _____
Entergy/Gas Facilities (Gas service lines are not shown)

NOTICE:
AT LEAST 48 HOURS BEFORE EXCAVATING IN STREET
R.O.W. OR EASEMENTS CALL LONE STAR NOTIFICATION
CENTER, (713) 223-4567 OR 1-800-669-8344

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING	
WATER	PROJECT MANAGER
WASTEWATER	CONSTRUCTION
STORM	CHIEF ENGINEER
STREET AND BRIDGE	TRAFFIC AND TRANSPORTATION

CITY ENGINEER _____ DATE _____

DIRECTOR OF PUBLIC WORKS _____ DATE _____

CITY OF NAVASOTA
GRIMES COUNTY, TEXAS
PECAN LAKES ESTATES SUBDIVISION
PECAN LAKES ESTATES WEST
ANNEXATION EXHIBIT

SHEET	DATE	DESIGN/DRAWN
No: 1 OF 1	OCT 2019	CTA

MATCH LINE STA. X+XX

FLOW
←→



**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 8. **AGENDA DATE:** November 25, 2019

PREPARED BY: Lupe Diosdado, Community Development Director

APPROVED BY: BS

ITEM: Consideration and possible action on an Annexation Service Plan Agreement for the delivery of municipal services to a 102.4197 acre tract proposed for annexation to the City of Navasota.

ITEM BACKGROUND:

Pursuant to the Local Government Code, Chapter 43, Section 43.0672, the City of Navasota has prepared this service plan agreement for the delivery of municipal services to the territory being proposed for annexation to the City. The area proposed for annexation consists of four (4) tracts of land containing a total of 102.4197 acres.

The property owner James C Hassell, approved and signed the proposed service plan agreement on November 15, 2019.

BUDGETARY AND FINANCIAL SUMMARY:

none

STAFF RECOMMENDATION:

Staff recommends approval of the Annexation Service Plan Agreement for the delivery of municipal services to a 102.4197 acre tract proposed for annexation to the City of Navasota.

ATTACHMENTS:

1. Service Plan Agreement

CITY OF NAVASOTA, TEXAS

ANNEXATION SERVICE PLAN AGREEMENT

Introduction:

Pursuant to the Local Government Code, Chapter 43, Section 43.0672, the City of Navasota has prepared this service plan agreement for the delivery of municipal services to the territory being proposed for annexation to the City. The area proposed for annexation consists of four (4) tracts of land containing a total of 102.4197 acres. The area proposed for annexation is located on and along the southwestern city limits line. The annexation of these properties is requested by their owner, James C. Hassell, by a petition dated October 23, 2019. The property boundaries are contiguous with the existing city limits and are entirely within the City's extraterritorial jurisdiction (ETJ).

There are no industrial businesses in this area. The land is Agricultural Open (AO) in all areas and is adjacent to a golf course.

FOR SERVICES ON THE EFFECTIVE DATE OF ANNEXATION:

1. POLICE PROTECTION

The City of Navasota, Texas, and its Police Department will provide police protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Navasota, Texas, with similar topography, land use and population density within the newly annexed area.

2. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

The City of Navasota, Texas, is presently serviced by the Navasota Fire Department, which will provide fire protection and emergency medical services to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Navasota, Texas, with similar topography, land use and population density within the City.

3. SOLID WASTE COLLECTION

At the present time the City of Navasota, Texas, is using a franchised contractor for collection of solid waste and refuse within the city limits of the City of Navasota, Texas. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to citizens in the newly annexed area to the extent that the City's contractor has access to the area to be serviced.

4. MAINTENANCE OF WATER AND WASTE WATER FACILITIES

Any and all water and wastewater facilities owned or maintained by the City of Navasota, Texas, and situated in the area at the time of the proposed annexation shall continue to be maintained by the City of Navasota, Texas. Any and all water facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City

of Navasota, Texas, to the extent of its ownership. The now existing water and wastewater mains at their existing locations shall be available for point of use extension based upon the current City's standard water and wastewater extension policies now existing or as may be amended.

5. MAINTENANCE OF ROADS AND STREETS

The City Council of the City of Navasota, Texas, is not aware of the existence of any roads or streets now located in the area proposed for annexation. In the event any such roads or streets do exist and are public facilities owned by or dedicated to the City of Navasota, Texas, the City will maintain such areas to the same extent and degree that it maintains roads and streets and other similar facilities of the City of Navasota, Texas. Any and all roads or streets which have been dedicated to and accepted by the City of Navasota, Texas, or which are owned by the City of Navasota, Texas, shall be maintained to the same degree and extent that other roads and streets are maintained in areas with similar topography, land use and population density. Any and all lighting of road and streets which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the applicable utility company servicing the City of Navasota, Texas, pursuant to the rules, regulations and fees of such utility.

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of Navasota, Texas, is not aware of the existence of any parks, playgrounds or public swimming pools now located in the area proposed for annexation. In the event any such parks, playgrounds or swimming pools do exist and are public facilities, the City of Navasota, Texas, will maintain such areas to the same extent and degree that it maintains parks, playgrounds and swimming pools and other similar areas of the City now incorporated in the City of Navasota, Texas.

7. MAINTENANCE OF ANY PUBLICLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Navasota, Texas, is not aware of the existence of any publicly owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly owned facility, building or municipal service does exist and are public facilities, the City of Navasota, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings or municipal services of the City now incorporated in the City of Navasota, Texas.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS TO BEGIN WITHIN 2-1/2 YEARS:

1. POLICE PROTECTION, FIRE PROTECTION & SOLID WASTE COLLECTION

The City Council of the City of Navasota, Texas, finds and determines it to be unnecessary to acquire or construct any capital improvement within 2-1/2 years of the effective date of

the annexation of the particular annexed area for the purposes of providing police protection, fire protection or solid waste collection. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Navasota, Texas, with the same or similar topography, land use and population density.

2. WATER FACILITIES

For the next 2-½ years the City Council of the City of Navasota, Texas, believes that City water and wastewater mains exist for points of connection for serviceable extensions to provide water and wastewater service within the area to be annexed pursuant to the City's standard water extension policies now in existence or as may be amended by the City Council.

3. ROADS AND STREETS

Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and population density.

4. MAINTENANCE OF PARKS, PLAYGROUNDS, AND SWIMMING POOLS, AND THE MAINTENANCE OF ANY OTHER PUBLICLY OWNED FACILITY, BUILDING OR SERVICE

To the extent that it becomes necessary because of development demands, population growth, and a bona fide need, the City Council of the City of Navasota, Texas, will undertake to provide any such facility which it deems necessary to adequately provide for the health and safety of the citizens of the newly incorporated area based upon the standard considerations of topography, land use and population density.

SPECIFIC FINDINGS

The City Council of the City of Navasota, Texas, finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Furthermore, the City Council of the City of Navasota, Texas, finds and determines the nature of the area is characteristically different from other developed areas within the corporate limits of the City of Navasota, Texas. Consequently, because of the differing characteristics of topography, land use and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided to other areas of the City of Navasota, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Navasota, Texas, will undertake to perform consistent with this service plan so as to provide this newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Navasota, Texas, who reside in areas of similar topography, land use and population density.

APPROVED on this the 25th day of November, 2019.

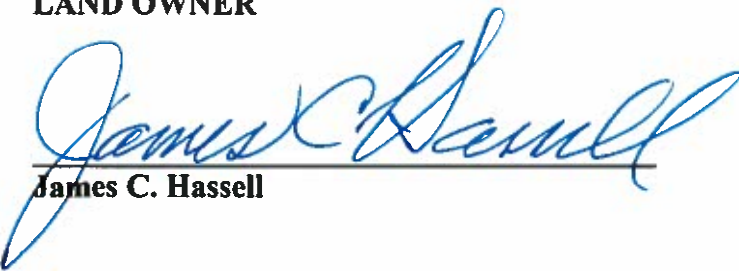
CITY OF NAVASOTA, TEXAS

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

LAND OWNER



James C. Hassell

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9. **AGENDA DATE:** November 25, 2019

PREPARED BY: Lupe Diosdado, Community Development Director

APPROVED BY: BS

ITEM: Consideration and possible action on the first reading of Ordinance No. 911-19, extending the boundary limits of the City of Navasota, Texas, providing for the annexation of approximately 102.4197 acre tract of land in the James Whitesides Survey, A-62 and the Daniel Tyler Survey, A-55, Grimes County, Texas.

ITEM BACKGROUND:

The City received a petition for annexation from James C. Hassell on October 23, 2019 requesting voluntary annexation that consists of four (4) tracts of land containing 102.4197 acres. The area proposed for annexation is located on and along the southwestern City limits line adjacent to the Pecan Lakes Estates subdivision and Pecan Lakes golf course.

BUDGETARY AND FINANCIAL SUMMARY:

none

STAFF RECOMMENDATION:

Staff recommends approval of the first reading of Ordinance No. 911-19, extending the boundary limits of the City of Navasota, Texas providing for the annexation of approximately 102.4197 acre tract of land in the James Whitesides Survey, A-62 and the Daniel Tyler Survey, A-55, Grimes County, Texas.

ATTACHMENTS:

1. Ordinance No. 911-19

ORDINANCE NO. 911-19

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 102.4197 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 prepared a service plan 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 102.4197 Acre tracts of land in the James Whitesides Survey, A-62, and Daniel Tyler Survey, A-55, Grimes County, Texas, 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 which is attached hereto as Exhibit "B" is hereby approved and 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 NOVEMBER, 2019.

HON. BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**PASSED ON SECOND AND FINAL READING THIS THE 9TH DAY OF
DECEMBER, 2019.**

HON. BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 10. **AGENDA DATE:** November 25,
2019

PREPARED BY: Mike Mize, Lieutenant

APPROVED BY: BS

ITEM: Consideration and possible action on the second reading of Ordinance No. 907-19, amending Chapter 2 Animal Control of the Code of Ordinances, City of Navasota, Texas.

ITEM BACKGROUND:

The Navasota Animal Control Officer and the Navasota Police Department have been reviewing Chapter 2 to update and comply with current and applicable State law.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends approval of the second reading of Ordinance No. 907-19, amending Chapter 2, Animal Control of the Code of Ordinances, City of Navasota.

ATTACHMENTS:

1. Ordinance No. 907-19

ORDINANCE NO. 907-19

AN ORDINANCE OF THE CITY OF NAVASOTA, TEXAS AMENDING CHAPTER 2, ANIMAL CONTROL, CODE OF ORDINANCES, CITY OF NAVASOTA, TEXAS PROVIDING FOR THE REGULATION OF ANIMALS WITHIN THE CITY LIMITS; PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETINGS

WHEREAS, the City Council of the City of Navasota is authorized to adopt animal control regulations pursuant to Chapter 826 of the Texas Health and Safety Code, and is authorized to define and abate nuisances pursuant to Chapter 217 of the Texas Local Government Code; and

WHEREAS, in order to enhance, promote and protect the health, safety and general welfare of the citizens of Navasota, Texas the City Council must from time to time amend and/or adopt new regulations; and

WHEREAS, the City Council finds the following regulations to be reasonable and beneficial to the general health, safety and welfare of the citizens of Navasota; and

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

SECTION 1.

Chapter 2, Animal Control, Article 2.01, Section 2.01.011 of the Code of Ordinances, City of Navasota, Texas, is hereby amended to read as follows:

Sec. 2.01.011 Fee for animals from outside city limits surrendered to animal shelter

For any animal surrendered from outside the city limits when ownership has been determined, a fee of one hundred dollars (\$100.00) for each animal is to be paid upon the surrender of said animal that is spayed or neutered. A fee of one hundred and fifty dollars (\$150.00) for each animal that is not spayed and/or neutered is to be paid upon the surrender of said animal. Upon payment of such fees, the animal control authority shall issue an official receipt for the amount paid.

SECTION 2.

Chapter 2, Animal Control, Article 2.01, Section 2.01.011.1 of the Code of Ordinances, City of Navasota, Texas, is hereby amended to read as follows:

Sec 2.01.011.1 Fee for animals from inside the city limits surrendered to animal shelter.

For any animal surrendered from inside the city limits when ownership has been determined, a fee of thirty five dollars (\$35.00) for each animal that is spayed/neutered is to be paid upon the surrender of said animal. A fee of sixty-five dollars (\$65.00) for each animal that is not spayed/neutered is to be paid upon the surrender of said animal. Proof of residency in the city must be provided by sufficient identification with a city address along with a city utility bill (gas and/or water) with name and address matching the identification with a city address.

SECTION 3.

Chapter 2, Animal Control, Article 2.02, Section 2.02.045 of the Code of Ordinances, City of Navasota, Texas, is hereby amended to read as follows:

Sec. 2.02.045 Fees

The animal control officer shall collect a fee equal to the amount charged to the city by the designated holding facility.

SECTION 4.

Chapter 2, Animal Control, Article 2.02, Section 2.02.046 of the Code of Ordinances, City of Navasota, Texas, is hereby amended to read as follows:

Sec. 2.02.046 Taking livestock from animal shelter without permission

It shall be unlawful for any person to take any livestock that has been impounded by the animal control authority out of the animal shelter or the designated holding facility without the permission of the animal control authority and paying the applicable fees and charges.

SECTION 5.

Chapter 2, Animal Control, Article 2.03, Section 2.03.004 of the Code of Ordinances, City of Navasota, Texas, is hereby amended to read as follows:

Sec. 2.03.004 Failure to have animal vaccinated

(a) A person commits an offense if he intentionally or knowingly owns or harbors an animal that has not been immunized by a licensed veterinarian with an antirabies vaccine in the preceding twelve (12) months.

(b) In any prosecution authorized by this section, where proof is presented that the animal was not registered indicating rabies immunization within the antirabies vaccine under the specific vaccination timeframe:

(1) It shall be an affirmative defense to any prosecution under this section if the person accused of the offense presents a certificate of vaccination issued by the veterinarian administering the antirabies vaccine on a date not more than twelve (12) months prior to such date of the offense.

(2) It shall be an affirmative defense to any prosecution under this section if the animal was less than four (4) months old on the date of the offense.

(3) It shall be an affirmative defense to any prosecution under this section if the person accused of the offense presents a certificate of vaccination of the animal with a thirty-six (36) month/3 year antirabies vaccine issued by the veterinarian administering the antirabies vaccine on a date not more than thirty-six (36) month/3 years prior to such date of the offense.

SECTION 6.

Chapter 2, Animal Control, Article 2.03, Section 2.03.006 of the Code of Ordinances, City of Navasota, Texas, is hereby amended to read as follows:

Sec. 2.03.006 Reporting of suspected rabid animals; quarantine procedures

(a) Any person having knowledge of an animal that:

(1) Bites, scratches or attacks a person;

(2) Has rabies or symptoms of rabies;

(3) Is exposed to but evidences no apparent symptoms of rabies; shall report the incident to the animal control authority as soon as possible, but not later than twenty-four (24) hours from the time of the incident.

(b) The owner of the biting animal will place that animal in quarantine as prescribed herein under the supervision of the animal control authority.

(c) The animal control authority will investigate each bite incident, utilizing standardized reporting forms provided by the department of state health services.

(d) Humans bitten by rodents, rabbits, birds and reptiles are excluded from only the reporting requirements of this section.

(e) When a dog or cat which has bitten a human has been identified, the owner will be required to produce the animal for ten (10) days' confinement at the owner's expense. Refusal to produce said dog or cat constitutes a violation of this section, and each day of such refusal constitutes a separate and individual violation. The ten-day observation period will begin on the day of the biting incident. The animal must be placed in the animal control facilities specified for this purpose.

(f) No wild animal will be placed in quarantine. All wild animals involved in biting incidents will be humanely destroyed in such a manner that the brain is not mutilated. The brain shall be submitted to a TDH-certified laboratory for rabies diagnosis.

(g) At the expiration of the quarantine period, the quarantined animal may be reclaimed by the owner upon satisfaction of applicable licensing and payment of all fees. If the animal is not reclaimed within seventy-two (72) hours, it will be humanely destroyed. The owner may surrender the animal to animal control facility to be humanely destroyed.

SECTION 7.

Chapter 2, Animal Control, Article 2.04, Section 2.04.001 of the Code of Ordinances, City of Navasota, Texas, is hereby amended to read as follows:

Sec. 2.04.001 Dog and cat registration

(a) All dogs and cats shall be registered with a microchip after payment of a fee of twenty dollars (\$20.00). The owner must present proof of the required animal vaccination(s) within seventy-two (72) hours of registration. A record of all microchips issued by the animal control authority shall be maintained and kept for a period of ten (10) years in the local database maintained by the Navasota Police Department.

(b) It shall be a condition of issuance of registration for an animal establishment that the licensing authority shall be permitted to inspect any and all animals and the premises where such animals are kept at any reasonable time during normal business hours.

SECTION 8.

Chapter 2, Animal Control, Article 2.04, Section 2.04.002 of the Code of Ordinances, City of Navasota, Texas, is hereby amended to read as follows:

Sec. 2.04.002 Animal establishment permit

(a) No person shall operate an animal establishment without first obtaining a permit in compliance with this section.

(b) The permit period shall begin with the first day of the fiscal year and shall run for one (1) year. Renewal applications for permits may be made within sixty (60) days prior to the expiration date. Applications for a permit to establish a new animal establishment under the provisions of this chapter may be made at any time.

(c) Annual animal establishment permits shall be issued upon payment of the applicable first-time annual fee of two hundred and fifty dollars (\$250.00) and a renewal fee of one hundred dollars (\$100.00) each year thereafter.

(d) A person who maintains a kennel of six (6) or more dogs or cats for breeding purposes shall pay an annual permit fee. Every facility regulated by this article shall be considered a

separate enterprise requiring an individual permit and inspected yearly by the designated animal control authority.

SECTION 9.

Chapter 2, Animal Control, Article 2.04, Section 2.04.003 of the Code of Ordinances, City of Navasota, Texas, is hereby amended to read as follows:

Sec. 2.04.003 Hobby permit for keeping more than four dogs and cats

(a) It shall be unlawful to keep or harbor more than four (4) dogs or cats or any combination thereof, not to exceed a combined total of four (4) such animals four (4) months of age or older, on any premises utilized for a residential purpose, except as provided for herein.

(b) Bona fide raisers and breeders of dogs or cats strictly for a hobby shall make application with the animal control authority for permission to keep or harbor more than four (4) dogs or cats or a combination thereof. The animal control authority shall give permission to the applicant upon the following information or conditions being satisfied:

- (1) That the applicant observes this chapter in full, with no previous violations;
- (2) The purpose for the keeping or harboring of the dogs and cats;
- (3) That the dogs and cats are to be housed in cages or pens inside a residence or completely enclosed area on the premises;
- (4) That the dogs and cats are to be kept or harbored so as not to be a nuisance or detriment to adjoining or adjacent neighbors;
- (5) That the dogs and cats shall not bark or howl excessively or create noises that cause the peace and quiet of the neighborhood or the adjacent premises to be disturbed;
- (6) That the cages or pens are to be maintained in a sanitary condition so as not to create any hazards to the general health and welfare of the community or create any offensive odors to the general health and welfare of the community.

(c) The animal control authority or his/her duly designated representative, upon being satisfied that the above information has been furnished and the conditions satisfied, upon payment of a one hundred twenty-five dollar (\$125.00) permit fee, shall issue a permit for one (1) year to the applicant. This permit may be revoked at any time upon any of the conditions and requirements being violated.

SECTION 10.

Chapter 2, Animal Control, Article 2.05, Section 2.05.004 of the Code of Ordinances, City of Navasota, Texas, is hereby amended to read as follows:

Sec. 2.05.004 Impoundment generally; authority to destroy certain animals

- (a) It shall be the duty of the animal control authority, police or other designee of the city to:
- (1) Impound any stray animal found running at-large within the corporate limits;
 - (2) Impound any animal which is diseased and endangers thereby the health of a person or another animal;
 - (3) Impound any animal which has bitten a human or which has acted in a vicious manner as described herein;
 - (4) Humanely destroy an animal posing an imminent danger to persons or property under circumstances of emergency or an unclaimed animal held in excess of seventy-two (72) hours;
 - (5) Humanely destroy an animal that is injured to a degree presenting little or no likelihood of recovery as deemed by a licensed veterinarian or other authorized person, after reasonable attempt to contact the owner of the animal.
- (b) If an animal running at-large is found upon the premises of any person, the owner or occupant thereof shall have the right to confine the animal temporarily in a humane fashion pending notification and response by the animal control authority or other authorized person. When so notified, it shall be the duty of the animal control authority to take possession and impound the animal at the city animal shelter in accordance with this chapter.
- (c) All animals impounded at the animal shelter shall be held for a minimum of seventy-two (72) hours, during which time the owner, upon satisfactory proof to the animal control authority of ownership and of inoculation of the animal for rabies as required by this chapter within the twelve (12) months immediately preceding the date of such redemption, may redeem the owner's dog or cat upon the payment of an impoundment fee of twenty five dollars (\$25.00) if not microchipped, or twenty dollars (\$20.00) if microchipped, for the first impoundment, twenty five dollars (\$25.00) for the second impoundment and fifty dollars (\$50.00) for each impoundment thereafter, as long as the animal is spayed/neutered. If the animal is not spayed or neutered on the third impoundment, the impoundment fee will be one hundred dollars (\$100.00), which includes the fee charged to spay/neuter the animal. A boarding fee of five dollars (\$5.00) per day per animal must be paid upon redemption for care of animals, and all other fees provided by this chapter. Proof of inoculation must be presented to the animal control authority within seventy-two (72) hours after the release of such animal. Failure to do so shall constitute a misdemeanor, and appropriate charges may be filed against the owner for violation of this chapter and any permit issued pursuant to this chapter may be revoked subject to appeal as provided by this chapter.
- (d) The animal control authority and any police officer shall have the authority to impound any dog found at-large in the city, and shall have the authority while in pursuit, subject to applicable legal requirements and constitutional requirements, to enter onto private property to apprehend said animal. It shall be unlawful for any person to hamper or interfere with any animal control authority or police officer of the city while enforcing any provision of this chapter,

and they are authorized to issue a citation to any person who does hamper or interfere with any animal control authority or police officer in the performance of their duties.

(e) Should the owner of any dog that is being pursued or that has been caught present himself to the animal control authority or police officer of the city who has apprehended or is attempting to apprehend the animal, such officer may return the dog forthwith to the owner unless the dog is acting viciously or has bitten any human or other animal, in which case it shall be impounded as provided elsewhere in this chapter. If the animal is released to its owner, the owner shall be issued citations for each violation that the animal control authority or police officer deems were committed by such owner.

(f) An animal control authority or police officer is authorized to employ all humane means of capturing any dog or cat found to be at-large in violation of any ordinance of the city. This shall include, but not be limited to, the use of cages with snap-shut doors in which food and water shall be provided. Persons owning or in control of property may request that such cages be placed on their property to assist in capturing animals trespassing thereon. Persons who refuse to allow such cages to be placed on their property shall not be considered aggrieved sufficiently to warrant the officer of the city otherwise exerting maximum effort to capture animals of which they may have complained. Such cages may also be placed as necessary upon any city-owned property or other public property where permission of the controlling body has been obtained. The removal of an animal from such cage other than by a duly authorized agent of the city, and the act of tampering with or damaging such a cage, shall be deemed a misdemeanor. Each cage shall bear notice to this effect.

SECTION 11.

Chapter 2, Animal Control, Article 2.05, Section 2.05.005 of the Code of Ordinances, City of Navasota, Texas, is hereby amended to read as follows:

Sec. 2.05.005 Adoption of impounded animals

The animal control authority shall be authorized to place for adoption any animal impounded by the city under the following conditions:

(1) The animal control authority shall be the sole judge as to whether an animal is healthy enough for adoption and its health and age adequate for vaccination. However, such decision by the animal control authority shall not constitute a warranty of the health or age of the animal.

(2) For animals adoption fees, see most recent City resolution establishing said adoption fees, which amount shall include the registration of said animal.

(3) In addition to the adoption fee, if said animal is not vaccinated, the adopting person shall present to the animal control authority a current vaccination certificate from any veterinarian within seventy-two (72) hours, excluding weekends and/or holidays, for each adopted animal. Failure to obtain the vaccination within seventy-two (72) hours of the adoption date shall authorize the re-impoundment of the animal.

SECTION 12.

Appendix A, Fee Schedule, Article A11.000 Animal Shelter, Section A11.001 Pet Adoption, of the Code of Ordinances, City of Navasota, Texas, is hereby amended to read as follows:

Sec. A11.001 Pet adoption

- (a) Dogs 6 months or older: \$70.00.
- (b) Puppies younger than 6 months: \$80.00.
- (c) Cats 6 months or older: \$60.00.
- (d) Kittens younger than 6 months: \$70.00.

Micro chipping – if animal is already micro chipped - \$10.00 shall be deducted from fee.

Fee includes: dewormer, vaccinations (DHLPD), flea dip, spay/neuter, food, and other costs.

SECTION 13.

Appendix A, Fee Schedule, Article A11.000 Animal Shelter, is hereby amended by repealing Section A11.002 Surrender fees and Section A11.003 Fee to bond animal out of pound, in their entirety, Code of Ordinances, City of Navasota, Texas.

SECTION 14. **SAVINGS CLAUSE**

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

SECTION 15. **SEVERABILITY**

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

SECTION 16. **REPEALER**

Any other ordinance or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 17.
EFFECTIVE DATE

This Ordinance shall become effective upon adoption and publication as required by law.

SECTION 18.

PROPER NOTICE AND MEETINGS

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

PASSED AND APPROVED ON FIRST READING THIS THE 12TH DAY OF NOVEMBER, 2019.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED AND APPROVED ON SECOND READING THIS 9TH DAY OF DECEMBER, 2019.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 11. **AGENDA DATE:** November 25,
2019

PREPARED BY: Susie M. Homeyer, City Secretary

APPROVED BY: BS

ITEM: Executive Session: The City Council shall meet in Executive Session as permitted by Section 551.087, Texas Government Code, for the purpose of deliberation regarding economic development negotiations with Kolkhorst Development Navasota, LLC regarding the development of commercial and other improvements to property located on E. Washington Avenue, Navasota, Grimes County, Texas.

ITEM BACKGROUND:

The City Council convened in Executive Session at ____ p.m.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends the City Council convene into Executive Session.

ATTACHMENTS:

1. Development Agreement

Economic Development Agreement

This Economic Development Agreement (“Agreement”) is made by and between the CITY OF NAVASOTA, TEXAS, a Texas home-rule municipality (“City”) and KOLKHORST DEVELOPMENT NAVASOTA, LLC, a Texas limited liability company (“Developer”).

WITNESSETH:

WHEREAS, the City is authorized by §380.001, et seq., Texas Local Government Code, to promote state and local economic development and to stimulate business and commercial activity within the City; and

WHEREAS, Developer owns multiple tracts of land in the City more particularly described on Exhibit “A” attached hereto and made a part of hereof for all purposes (“Property”), generally located near the intersection of North Post Oak Street and E. Washington Avenue (also known as State Highway No. 105); and

WHEREAS, Developer intends to develop a restaurant and other commercial space on the Property, install sidewalk pavers, street lighting and planter boxes to match the design and character of such existing improvements and items located in the downtown area, and construct a new façade on the existing structure where a Subway, a dry cleaners and Kolkhorst Development are currently located (collectively the “Project”); and

WHEREAS, Developer has advised the City that a key contributing factor that would enable the Developer to develop the Project, said Project being more fully described in Exhibit “B” attached hereto and made a part hereof for all purposes, would be an agreement by the City to provide an economic development grant to Developer to incentivize development and construction of the Project to align with the current Washington Avenue design standards; and

WHEREAS, Developer has requested that the economic development grant to Developer consist of the reimbursement a portion of the City’s portion of the sales and use tax generated from the new Burger King restaurant location at 1605 E. Washington Ave., Navasota, Grimes County, TX 77868; and

WHEREAS, the Project is anticipated to result in the creation of jobs, capital investment, ad valorem tax revenues to the City, sales and use tax revenues to the City, and utility revenues to the City; and

WHEREAS, the City has determined that providing an economic development grant to Developer in accordance with this Agreement will further the objectives of the City, will benefit the City and citizens, and will stimulate and benefit the local and regional economy; and

WHEREAS, such economic development grant is being provided to assist Developer with development costs as a City economic development programs authorized by Chapter 380, Texas Local Government Code;

NOW THEREFORE, in consideration of the covenants, agreements, representations, and warranties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein by reference, as if fully set forth.

Section 2. City Requirements

In consideration of Developer's: 1) construction of at least One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) of building and other improvements to said Property, excluding equipment, machinery, and other personal property, for the purpose of operating a restaurant on said Property; 2) Developer's timely payment to the Texas Comptroller of Public Accounts of all sales tax generated from the Burger King Restaurant located on the Property; and 3) Developer's agreement to perform the other acts and obligations hereinafter described, City agrees, subject to the terms and conditions contained herein:

- (a) To reimburse Developer an amount of money equal to a percentage of annual sales and use taxes generated from the new Burger King restaurant location at 1605 E. Washington Ave., Navasota, Grimes County, TX 77868 and paid by Developer to the City (and actually collected by the City) subsequent to the effective date of this Agreement, using the following schedule, commencing on the first date of collection of any sales and use tax amount generated from the new Burger King restaurant location and continuing for Five (5) years thereafter, at which time this Agreement shall terminate: Year one, forty percent (40%) of said sales and use taxes shall be reimbursed to the Developer; Year two, thirty five percent (35%) of said sales and use taxes shall be reimbursed to the Developer; Year three, thirty percent (30%) of said sales and use taxes shall be reimbursed to the Developer; Year four, twenty five percent (25%) of said sales and use taxes shall be reimbursed to the Developer; Year five, twenty five percent (25%) of said sales and use taxes shall be reimbursed to the Developer. Notwithstanding any term or provision of this Agreement, the maximum amount of sales and use tax to be reimbursed to the Developer pursuant to this Agreement shall not exceed Twenty Thousand and No/100 Dollars (\$20,000.00). Developer acknowledges and agrees that the purpose of the City entering into this Agreement is to encourage the development of the Property, and, therefore, Developer agrees

to develop the Property and continue business operations during the term that this Agreement remains in effect.

- (b) To reimburse Developer for the actual material-only cost of the sidewalk pavers, street lights and planter boxes installed by the Developer, being more fully described in Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 3. Developer's Requirements

In consideration of the City agreeing to perform the foregoing, Developer agrees:

- (a) To construct a Burger King restaurant on the Property, develop a restaurant and other commercial space on the Property, install sidewalk pavers, street lighting and planter boxes to match the design and character of such existing improvements and items located in the downtown area, and construct a new façade on the existing structure where a Subway, a dry cleaners and Kolkhorst Development are currently located. The restaurant shall be opened to the public and begin to conduct business no later than one (1) year from the effective date of this Agreement. No sales tax or other reimbursement payments shall be made by the City to the Developer until the improvements required to be made by the Developer in accordance with this Agreement are completed. Developer shall certify in writing to the City the costs of construction of said improvements. Such certification shall be deemed to be incorporated by reference herein and made a part hereof for all purposes;
- (b) To construct the Burger King restaurant to include the amenities described on the attached Exhibit "C." Prior to beginning construction, the Developer must obtain the City's approval of the construction plans so that the City is satisfied that the amenities will be constructed as represented by the Developer;
- (c) To operate a Burger King restaurant on the Property during the time this Agreement is in effect;
- (d) To make a total investment of at least One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) in building and other improvements to the Property;
- (e) To employ an average of ten (10) FTEs per year at the Burger King restaurant facility on the Property upon the commencement of operating the restaurant and thereafter to allow a thirty percent (30%) grace factor as a condition of receiving the sales and use tax reimbursement payments from the City pursuant to Section 2(a) above. During any year in which this Agreement is in effect, in the event that the average FTEs drops below the grace factor number of seven (7) FTEs, Developer will forfeit the sales and use tax reimbursement payments described in Section 2(a) above for that year without affecting any other act or incentive agreed to by City.
- (f) To keep current in the payment of any and all taxes owed to any taxing jurisdiction in which the Property is located; and
- (g) To keep current in the payment of any and all charges and fees for utility services provided by the City to the Property.

Section 4. Recapture/Termination

In the event that Developer begins operating a Burger King restaurant on the Property, but subsequently discontinues operating a restaurant on the Property for any reason, excepting fire, explosion, or other casualty or accident or natural disaster or other event beyond the reasonable control of Developer for a period of 180 days during the term of this Agreement, then in such event this Agreement shall terminate. The burden shall be upon Developer to prove to the satisfaction of the City that the discontinuance of the operation of the restaurant on the Property was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the control of Developer. In the event Developer meets this burden and the City is satisfied that the discontinuance of the operation of the restaurant on the Property was the result of events beyond the control of Developer, then Developer shall have a period of one (1) year in which to resume the operation of the restaurant on the Property. In the event that Developer fails to resume the operation of the restaurant on the Property within one (1) year, then this Agreement shall terminate. The one (1) year time period, hereinabove mentioned, shall commence upon written notification from the City to Developer.

In the event that Developer allows ad valorem taxes on real property or business personal property taxes owed to the City or utility service payments to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such event, this Agreement shall terminate.

In accordance with Chapter 2264, Texas Government Code, Developer certifies that Developer, or a branch, division, or department of Developer does not and will not knowingly employ an undocumented worker. Developer further certifies that in the event that Developer, or a branch, division, or department of Developer, is convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amounts previously paid to Developer by the City pursuant to this Agreement, with interest, at the rate and according to the other terms provided herein. Such a conviction shall be cause for this Agreement to terminate.

In the event that the City determines that Developer is in default of any of the terms or conditions contained in this Agreement, then in such event, the City shall give Developer thirty (30) days written notice to cure such default. Except as provided in Section 3(e) herein, in the event such default is not cured to the satisfaction of the City within the thirty (30) days notice period, then this Agreement shall terminate.

The date of termination as that term is used in this subsection shall, in every instance, be the thirtieth (30th) day after the day the City sends notice of default to the address shown in this Agreement to Developer. Should the default be cured by Developer within the thirty (30) day notice period, Developer shall be responsible for so advising the City and obtaining a release from the notice of default from the City, failing in which, the Agreement may be considered by the City to be terminated.

In every case of termination set forth above: (1) the City shall determine in its sole discretion whether default has occurred by Developer in the terms and conditions of this Agreement, which determination shall not be unreasonably withheld or delayed; (2) Developer will forfeit any and all payments it has received under this Agreement; and, (3) Developer shall be responsible for repayment to the City of any payment provided to Developer under the terms of this Agreement during the period that this Agreement was in effect. Repayment shall be made to the City within sixty (60) days of the termination of this Agreement as provided herein. Amounts required to be repaid to the City pursuant to this Agreement shall be repaid with interest, bearing an interest rate of ten percent (10%) per annum, said interest accruing beginning on the date of the original sales and use tax reimbursement payment from the City to Developer.

Section 5. Certification of Compliance by Developer

On or before July 1 of each year that this Agreement is in effect, Developer shall certify in writing to the City its compliance with all provisions of this Agreement. Such certification shall include any and all documentation establishing that Developer has met the annual employment requirement for the previous year and that all taxes related to the Property have been paid in full as required by law. The City, at any reasonable time, shall have the right to review any and all records of Developer related to the provisions of this Agreement.

At all reasonable times during the term of this Agreement, the City, and its respective designees, may inspect the improvements and the Property in order to verify the construction, workmanship, materials, installations, and maintenance involved in or incident to, and operation of, the project are performed in substantial compliance with the applicable building permits, governmental regulations, and the terms and conditions of this Agreement.

Section 6. Term

This Agreement shall remain in effect until the earlier of: 1) the date the City has made all reimbursement payments to the Developer as required by Section 2(a) of this Agreement; or 2) the expiration of five (5) years beginning on the first date of collection of any sales and use tax amount generated from the new Burger King restaurant, at which time this Agreement shall terminate, unless otherwise terminated in accordance with another provision of this Agreement.

Section 7. Entire Agreement

This Agreement contains the entire agreement between the City and Developer with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the City and Developer.

Section 8. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Developer may assign all or part of its rights and obligations hereunder only upon prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

Section 9. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

Developer: Kolkhorst Development Navasota, LLC
1801 Shady Lane
Brenham, Texas 77833

City: City Manager, City of Navasota
P.O. Box 910
Navasota, Texas 77868-0910

Section 10. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of a dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

Section 11. Applicable Law

This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and exclusive venue for any cause of action, claim, dispute, or legal proceeding arising out of this Agreement shall lie in Grimes County, Texas.

Section 12. Attorney's Fees

The parties hereto agree that the prevailing party in any dispute between the parties arising out of this Agreement shall be entitled to recover its attorney's fees.

Section 13. Severability

In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to

this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 14. Mutual Assistance

City and Developer agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to reasonably aid and assist each other in carrying out such terms and provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the_____.

THE CITY OF NAVASOTA

ATTEST:

Hon. Bert Miller, Mayor

Susie M. Homeyer, City Secretary

Kolkhorst Development Navasota, LLC

ATTEST:

Jim Kolkhorst, President

Printed Name:
Title:

Exhibit A

JONES ADDITION, BLOCK 2, LOT 1R REPLAT (Burger King)

JONES ADDITION, BLOCK 2, LOT 10, SHOPPING CENTER (Subway, Dry Cleaners,
Kolkhorst)

Exhibit B

Pavers

Bid



Spring TX #214
21145 Falvel Rd
Spring, TX 77388-4110
W: (281)353-6502

Bill To:

Crystal Services (#39491)
7702 Bryan Ln
Montgomery, TX 77316-9414
W: (281)799-8505

Ship To:

J/ Burger King (#39491-3031)
1605 E Washington Ave
Navasota, TX 77868-3244
W: (281)799-8505

Created	Quote#	Due Date	Expected Award Date	Expiration Date
11/08/2019	4372308	12/08/2019	12/08/2019	12/08/2019

Printed	Job Name	Job Description	Job Start Date
11/08/2019 11:01:14	burger king		12/08/2019

Line #	Item #	Item Desc	Qty	Unit Price	Extended Price
1	PVS21799	Keystone Holland Old Town Blend Standard 60 mm 4 in. x 8 in. (480/pallet)	927	2.113	1,958.75
2	DELLFREIGHT	Freight Charge	1	325.000	325.00
3	PVSPALLET	Stone Paver Pallet Charge	9	15.000	135.00
4	G2GATORMAXX01	Alliance Gator Maxx Bond G2 Polymeric Sand Beige 50 lb.	16	26.734	427.74

Total Price: \$ 2,846.49

Quoted price is for material only. Applicable sales tax will be charged when invoiced. All product and pricing information is based on the latest information available and is subject to change without notice or obligation.

Street Lamps

Quote # HL19470 BK SITE LIGHTING NAVASOTA, TX Date: 10/30/2019

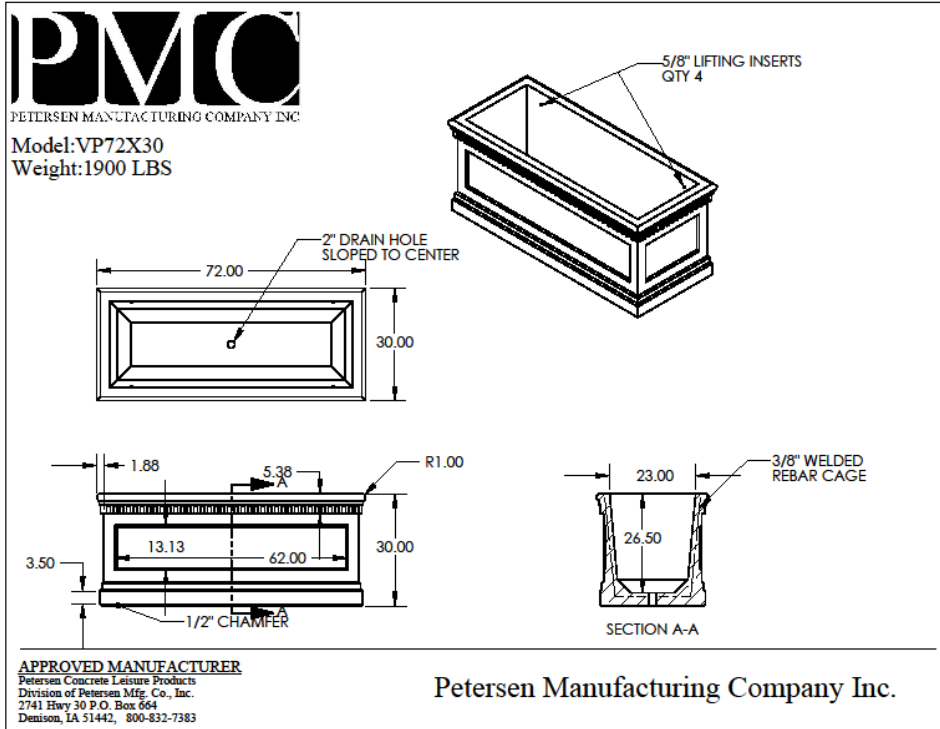
Page 1



**Hermitage Lighting
National Accounts**
A division of Hermitage Electric Supply Corporation

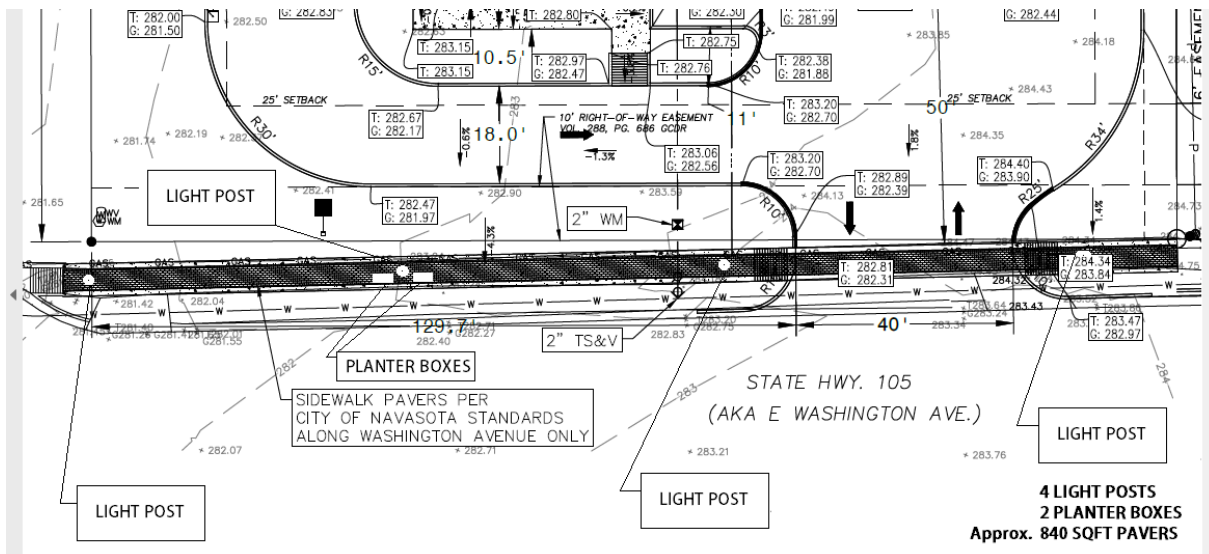
To: Gary Westbrook Prodel Corporation		Job/Project Name: BK SITE LIGHTING NAVASOTA, TX			
		Bid Date: 11/4/2019			
Qty	Type	Mfg	Description	Unit Price	Extd. Price
4		WHAT	CF50-D6M-12-AB-DBZ-30	\$2,411.77	\$9,647.08
4		AMER	D131/AO25/PC-CL/150HPS-XXX/CLB	\$609.41	\$2,437.64
TOTAL:					\$12,084.72
Prices firm for entry by: 30 Days					
Terms and Conditions:					
<ol style="list-style-type: none"> 1. Please verify all counts. Prices are based upon above quantities. Any startup on lighting controls is not included. 2. All special-order items are non-refundable. 3. Pricing is firm for 30 days from date of quote unless otherwise stated. 4. No tax or freight is included unless otherwise noted. 5. Lead & and shipping times listed above are typical and may vary depending on the products listed. If your project is urgent please contact us for exact times. 6. We must be made aware of any damaged, or misplaced merchandise within 48 hours. Returns must be made within 30 days. 7. Return authorization must be received before shipping back. Product must be returned in original packaging, unused and uninstalled to receive any credit. 8. Delivery to the job site by carrier constitutes delivery to buyer. Please sign on bill of lading or delivery documents that the carrier takes with them any damage or shortages at time of delivery to the job site. 9. Delivery to an unattended ship to address constitutes delivery to buyer. 10. If you have specific instructions about delivery such as requiring a signature or specific notifications before delivery, please include those instructions on your PO to us. 11. Some products may expose you to chemicals including lead which are known by the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov. 12. Payment must be processed prior to shipping. 					
Please contact your designated lighting consultant for any further questions. Our goal is outrageous customer service while acting with integrity. Thank you for entrusting your business with us.					
Printed: 10/30/19 10:57:48 Per: Tim Schultz Email: tschultz@gohermitage.com					

Planter Boxes



Quantity	Item	Cost
2	VP72x30x30	\$895.00
1	Freight	\$979.00
	TOTAL:	\$2,769.00

Layout



Total Material Costs: \$17,700.21

Exhibit C

Description of restaurant amenities

New quick-serve, single-story Burger King restaurant, 4,320 square feet in size, with drive-through service, and parking spaces as required by the applicable building code(s).

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 12. **AGENDA DATE:** November 25,
2019

PREPARED BY: Susie M. Homeyer, City Secretary

APPROVED BY: BS

ITEM: Reconvene in open session.

ITEM BACKGROUND:

The time is _____p.m.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 13.

AGENDA DATE: November 25,
2019

PREPARED BY: Susie M. Homeyer, City Secretary

APPROVED BY: BS

ITEM: Consideration and possible action on Executive Session Item relating to Executive Session as permitted by Section 551.087, Texas Government Code, on approval of a Chapter 380 agreement with Kolkhorst Development Navasota, LLC regarding the development of commercial and other improvements to property located on E. Washington Avenue, Navasota, Grimes County, Texas.

ITEM BACKGROUND:

Jim Kolkhorst approached staff while working on plans for the Burger King and said he would also like to improve the façade of the building he owns where Subway and other businesses are located. The improvements would not be able to occur without some type of incentive according to Mr. Kolkhorst. Staff and Legal Counsel have worked with him on a Chapter 380 agreement to utilize a portion of the sales tax generated from the Burger King store and apply it to the overall improvements of the area, such as façade improvements and construction of a dumpster enclosure for the Subway site and sidewalk and lighting improvements for the Burger King site to match the downtown streetscapes.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

Staff recommends approval of a Chapter 380 agreement with Kolkhorst Development Navasota, LLC regarding the development of commercial and other improvements to property located on E. Washington Avenue, Navasota, Grimes County, Texas.

ATTACHMENTS:

1. 380 Development Agreement

Economic Development Agreement

This Economic Development Agreement (“Agreement”) is made by and between the CITY OF NAVASOTA, TEXAS, a Texas home-rule municipality (“City”) and KOLKHORST DEVELOPMENT NAVASOTA, LLC, a Texas limited liability company (“Developer”).

WITNESSETH:

WHEREAS, the City is authorized by §380.001, et seq., Texas Local Government Code, to promote state and local economic development and to stimulate business and commercial activity within the City; and

WHEREAS, Developer owns multiple tracts of land in the City more particularly described on Exhibit “A” attached hereto and made a part of hereof for all purposes (“Property”), generally located near the intersection of North Post Oak Street and E. Washington Avenue (also known as State Highway No. 105); and

WHEREAS, Developer intends to develop a restaurant and other commercial space on the Property, install sidewalk pavers, street lighting and planter boxes to match the design and character of such existing improvements and items located in the downtown area, and construct a new façade on the existing structure where a Subway, a dry cleaners and Kolkhorst Development are currently located (collectively the “Project”); and

WHEREAS, Developer has advised the City that a key contributing factor that would enable the Developer to develop the Project, said Project being more fully described in Exhibit “B” attached hereto and made a part hereof for all purposes, would be an agreement by the City to provide an economic development grant to Developer to incentivize development and construction of the Project to align with the current Washington Avenue design standards; and

WHEREAS, Developer has requested that the economic development grant to Developer consist of the reimbursement a portion of the City’s portion of the sales and use tax generated from the new Burger King restaurant location at 1605 E. Washington Ave., Navasota, Grimes County, TX 77868; and

WHEREAS, the Project is anticipated to result in the creation of jobs, capital investment, ad valorem tax revenues to the City, sales and use tax revenues to the City, and utility revenues to the City; and

WHEREAS, the City has determined that providing an economic development grant to Developer in accordance with this Agreement will further the objectives of the City, will benefit the City and citizens, and will stimulate and benefit the local and regional economy; and

WHEREAS, such economic development grant is being provided to assist Developer with development costs as a City economic development programs authorized by Chapter 380, Texas Local Government Code;

NOW THEREFORE, in consideration of the covenants, agreements, representations, and warranties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein by reference, as if fully set forth.

Section 2. City Requirements

In consideration of Developer's: 1) construction of at least One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) of building and other improvements to said Property, excluding equipment, machinery, and other personal property, for the purpose of operating a restaurant on said Property; 2) Developer's timely payment to the Texas Comptroller of Public Accounts of all sales tax generated from the Burger King Restaurant located on the Property; and 3) Developer's agreement to perform the other acts and obligations hereinafter described, City agrees, subject to the terms and conditions contained herein:

- (a) To reimburse Developer an amount of money equal to a percentage of annual sales and use taxes generated from the new Burger King restaurant location at 1605 E. Washington Ave., Navasota, Grimes County, TX 77868 and paid by Developer to the City (and actually collected by the City) subsequent to the effective date of this Agreement, using the following schedule, commencing on the first date of collection of any sales and use tax amount generated from the new Burger King restaurant location and continuing for Five (5) years thereafter, at which time this Agreement shall terminate: Year one, forty percent (40%) of said sales and use taxes shall be reimbursed to the Developer; Year two, thirty five percent (35%) of said sales and use taxes shall be reimbursed to the Developer; Year three, thirty percent (30%) of said sales and use taxes shall be reimbursed to the Developer; Year four, twenty five percent (25%) of said sales and use taxes shall be reimbursed to the Developer; Year five, twenty five percent (25%) of said sales and use taxes shall be reimbursed to the Developer. Notwithstanding any term or provision of this Agreement, the maximum amount of sales and use tax to be reimbursed to the Developer pursuant to this Agreement shall not exceed Twenty Thousand and No/100 Dollars (\$20,000.00). Developer acknowledges and agrees that the purpose of the City entering into this Agreement is to encourage the development of the Property, and, therefore, Developer agrees

to develop the Property and continue business operations during the term that this Agreement remains in effect.

- (b) To reimburse Developer for the actual material-only cost of the sidewalk pavers, street lights and planter boxes installed by the Developer, being more fully described in Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 3. Developer's Requirements

In consideration of the City agreeing to perform the foregoing, Developer agrees:

- (a) To construct a Burger King restaurant on the Property, develop a restaurant and other commercial space on the Property, install sidewalk pavers, street lighting and planter boxes to match the design and character of such existing improvements and items located in the downtown area, and construct a new façade on the existing structure where a Subway, a dry cleaners and Kolkhorst Development are currently located. The restaurant shall be opened to the public and begin to conduct business no later than one (1) year from the effective date of this Agreement. No sales tax or other reimbursement payments shall be made by the City to the Developer until the improvements required to be made by the Developer in accordance with this Agreement are completed. Developer shall certify in writing to the City the costs of construction of said improvements. Such certification shall be deemed to be incorporated by reference herein and made a part hereof for all purposes;
- (b) To construct the Burger King restaurant to include the amenities described on the attached Exhibit "C." Prior to beginning construction, the Developer must obtain the City's approval of the construction plans so that the City is satisfied that the amenities will be constructed as represented by the Developer;
- (c) To operate a Burger King restaurant on the Property during the time this Agreement is in effect;
- (d) To make a total investment of at least One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) in building and other improvements to the Property;
- (e) To employ an average of ten (10) FTEs per year at the Burger King restaurant facility on the Property upon the commencement of operating the restaurant and thereafter to allow a thirty percent (30%) grace factor as a condition of receiving the sales and use tax reimbursement payments from the City pursuant to Section 2(a) above. During any year in which this Agreement is in effect, in the event that the average FTEs drops below the grace factor number of seven (7) FTEs, Developer will forfeit the sales and use tax reimbursement payments described in Section 2(a) above for that year without affecting any other act or incentive agreed to by City.
- (f) To keep current in the payment of any and all taxes owed to any taxing jurisdiction in which the Property is located; and
- (g) To keep current in the payment of any and all charges and fees for utility services provided by the City to the Property.

Section 4. Recapture/Termination

In the event that Developer begins operating a Burger King restaurant on the Property, but subsequently discontinues operating a restaurant on the Property for any reason, excepting fire, explosion, or other casualty or accident or natural disaster or other event beyond the reasonable control of Developer for a period of 180 days during the term of this Agreement, then in such event this Agreement shall terminate. The burden shall be upon Developer to prove to the satisfaction of the City that the discontinuance of the operation of the restaurant on the Property was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the control of Developer. In the event Developer meets this burden and the City is satisfied that the discontinuance of the operation of the restaurant on the Property was the result of events beyond the control of Developer, then Developer shall have a period of one (1) year in which to resume the operation of the restaurant on the Property. In the event that Developer fails to resume the operation of the restaurant on the Property within one (1) year, then this Agreement shall terminate. The one (1) year time period, hereinabove mentioned, shall commence upon written notification from the City to Developer.

In the event that Developer allows ad valorem taxes on real property or business personal property taxes owed to the City or utility service payments to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such event, this Agreement shall terminate.

In accordance with Chapter 2264, Texas Government Code, Developer certifies that Developer, or a branch, division, or department of Developer does not and will not knowingly employ an undocumented worker. Developer further certifies that in the event that Developer, or a branch, division, or department of Developer, is convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amounts previously paid to Developer by the City pursuant to this Agreement, with interest, at the rate and according to the other terms provided herein. Such a conviction shall be cause for this Agreement to terminate.

In the event that the City determines that Developer is in default of any of the terms or conditions contained in this Agreement, then in such event, the City shall give Developer thirty (30) days written notice to cure such default. Except as provided in Section 3(e) herein, in the event such default is not cured to the satisfaction of the City within the thirty (30) days notice period, then this Agreement shall terminate.

The date of termination as that term is used in this subsection shall, in every instance, be the thirtieth (30th) day after the day the City sends notice of default to the address shown in this Agreement to Developer. Should the default be cured by Developer within the thirty (30) day notice period, Developer shall be responsible for so advising the City and obtaining a release from the notice of default from the City, failing in which, the Agreement may be considered by the City to be terminated.

In every case of termination set forth above: (1) the City shall determine in its sole discretion whether default has occurred by Developer in the terms and conditions of this Agreement, which determination shall not be unreasonably withheld or delayed; (2) Developer will forfeit any and all payments it has received under this Agreement; and, (3) Developer shall be responsible for repayment to the City of any payment provided to Developer under the terms of this Agreement during the period that this Agreement was in effect. Repayment shall be made to the City within sixty (60) days of the termination of this Agreement as provided herein. Amounts required to be repaid to the City pursuant to this Agreement shall be repaid with interest, bearing an interest rate of ten percent (10%) per annum, said interest accruing beginning on the date of the original sales and use tax reimbursement payment from the City to Developer.

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At all reasonable times during the term of this Agreement, the City, and its respective designees, may inspect the improvements and the Property in order to verify the construction, workmanship, materials, installations, and maintenance involved in or incident to, and operation of, the project are performed in substantial compliance with the applicable building permits, governmental regulations, and the terms and conditions of this Agreement.

Section 6. Term

This Agreement shall remain in effect until the earlier of: 1) the date the City has made all reimbursement payments to the Developer as required by Section 2(a) of this Agreement; or 2) the expiration of five (5) years beginning on the first date of collection of any sales and use tax amount generated from the new Burger King restaurant, at which time this Agreement shall terminate, unless otherwise terminated in accordance with another provision of this Agreement.

Section 7. Entire Agreement

This Agreement contains the entire agreement between the City and Developer with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the City and Developer.

Section 8. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Developer may assign all or part of its rights and obligations hereunder only upon prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

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City: City Manager, City of Navasota
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Navasota, Texas 77868-0910

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City and Developer agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to reasonably aid and assist each other in carrying out such terms and provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the_____.

THE CITY OF NAVASOTA

ATTEST:

Hon. Bert Miller, Mayor

Susie M. Homeyer, City Secretary

Kolkhorst Development Navasota, LLC

ATTEST:

Jim Kolkhorst, President

Printed Name:
Title:

Exhibit A

JONES ADDITION, BLOCK 2, LOT 1R REPLAT (Burger King)

JONES ADDITION, BLOCK 2, LOT 10, SHOPPING CENTER (Subway, Dry Cleaners,
Kolkhorst)

Exhibit B

Pavers

Bid



Spring TX #214
21145 Falvel Rd
Spring, TX 77388-4110
W: (281)353-6502

Bill To:

Crystal Services (#39491)
7702 Bryan Ln
Montgomery, TX 77316-9414
W: (281)799-8505

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J/ Burger King (#39491-3031)
1605 E Washington Ave
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Total Price: \$ 2,846.49

Quoted price is for material only. Applicable sales tax will be charged when invoiced. All product and pricing information is based on the latest information available and is subject to change without notice or obligation.

Street Lamps

Quote # HL19470 BK SITE LIGHTING NAVASOTA, TX Date: 10/30/2019

Page 1



**Hermitage Lighting
National Accounts**
A division of Hermitage Electric Supply Corporation

To: Gary Westbrook Prodel Corporation			Job/Project Name: BK SITE LIGHTING NAVASOTA, TX		
			Bid Date: 11/4/2019		
Qty	Type	Mfg	Description	Unit Price	Extd. Price
4		WHAT	CF50-D6M-12-AB-DBZ-30	\$2,411.77	\$9,647.08
4		AMER	D131/AO25/PC-CL/150HPS-XXX/CLB	\$609.41	\$2,437.64
TOTAL:					\$12,084.72
Prices firm for entry by: 30 Days					
Terms and Conditions:					
1. Please verify all counts. Prices are based upon above quantities. Any startup on lighting controls is not included. 2. All special-order items are non-refundable. 3. Pricing is firm for 30 days from date of quote unless otherwise stated. 4. No tax or freight is included unless otherwise noted. 5. Lead & and shipping times listed above are typical and may vary depending on the products listed. If your project is urgent please contact us for exact times. 6. We must be made aware of any damaged, or misplaced merchandise within 48 hours. Returns must be made within 30 days. 7. Return authorization must be received before shipping back. Product must be returned in original packaging, unused and uninstalled to receive any credit. 8. Delivery to the job site by carrier constitutes delivery to buyer. Please sign on bill of lading or delivery documents that the carrier takes with them any damage or shortages at time of delivery to the job site. 9. Delivery to an unattended ship to address constitutes delivery to buyer. 10. If you have specific instructions about delivery such as requiring a signature or specific notifications before delivery, please include those instructions on your PO to us. 11. Some products may expose you to chemicals including lead which are known by the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov . 12. Payment must be processed prior to shipping.					
Please contact your designated lighting consultant for any further questions. Our goal is outrageous customer service while acting with integrity. Thank you for entrusting your business with us.					
Printed: 10/30/19 10:57:48 Per: Tim Schultz Email: tschultz@gohermitage.com					

Quantity	Item	Cost
2	VP72x30x30	\$895.00
1	Freight	\$979.00
TOTAL:		\$2,769.00

10

Exhibit C

Description of restaurant amenities

New quick-serve, single-story Burger King restaurant, 4,320 square feet in size, with drive-through service, and parking spaces as required by the applicable building code(s).

**CITY OF NAVASOTA
MISCELLANEOUS ITEMS**

1. PLANNING CALENDAR
2. MUNICIPAL COURT REPORT OR OCTOBER 2019

AGENDA PLANNING CALENDAR

NOVEMBER 25, 2019 - [DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 11/12/2019](#)

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Introduction of new employees; (b) Arts Council – 4th quarterly report; (c) Proclamation – Tree of Angels; (d) Board and Commission update; and (e) Reports from staff and City Council
5. Public hearing – rezoning of properties
6. 1st reading of Ordinance No. 910-19, rezoning of properties
7. Public hearing – voluntary annexation from Jim Hassell
8. Annexation service plan
9. 1st reading of Ordinance No. 911-19, voluntary annexation (extending boundaries) from Jim Hassell
10. 2nd reading of Ordinance No. 907-19, animal control ordinance
11. Executive Session: Development agreement with Burger King
12. Reconvene in open session
13. Action on executive session
14. Adjourn

DECEMBER 9, 2019 - [DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 11/25/2019](#)

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Update from Ameresco on meter replacement; lightening and SCADA installation; (b) Board and Commission update; and (c) Reports from staff and City Council
5. Consent agenda: (a) Minutes for the month of November 2019; (b) Expenditures for the month of November 2019; (c) 2nd reading of Ordinance No. 910-19, rezoning of properties; and (d) 2nd reading of Ordinance No. 911-19, voluntary annexation (extending boundaries) from Jim Hassell
6. Adjourn

JANUARY 13, 2020 - [DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 12/30/2019](#)

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Election update; (b) Board and Commission update; and (c) Reports from staff and City Council
5. Consent agenda: (a) Minutes for the month of December 2019; and (b) Expenditures for the month of December 2019
6. Adjourn

JANUARY 27, 2020 - [DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 12/13/2020](#)

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

Official Municipal Court Monthly Report

Month October Year 2019

Municipal Court for the City of NAVASOTA

Presiding Judge PATRICIA GRUNER

If new, date assumed office _____

Court Mailing Address 200 E. MCALPINE

City NAVASOTA, TX Zip 77868

Phone Number 936-825-6268

Fax Number 936-825-7280

Court's Public Email RJESSIE@NAVASOTATX.GOV

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

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

Prepared by _____

Date _____ Phone: (936) 825-6268

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

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

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

CRIMINAL SECTION

COURT NAVASOTA MUNICIPAL COURT				TRAFFIC			NON-TRAFFIC		
MONTH	October	YEAR	2019	NON-PARKING	PARKING	CITY ORD	PENAL CODE	STATE LAW	CITY ORD
1. Total Cases Pending First of Month:				395	0	24	242	36	88
a. Active Cases				69	0	2	15	16	9
b. Inactive Cases				326	0	22	227	20	79
2. New Cases Filed				54	0	0	27	1	9
3. Cases Reactivated				5	0	1	7	1	0
4. All Other Cases Added				0	0	0	0	0	0
5. Total Cases on Docket				128	0	3	49	18	18
6. Dispositions Prior to Court Appearance or Trial:				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
a. Uncontested Dispositions				25	0	2	1	0	6
b. Dismissed by Prosecution				0	0	0	0	0	0
7. Dispositions at Trial:				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
a. Convictions:				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
1) Guilty Plea or Nolo Contendere				13	0	0	13	2	1
2) By the Court				0	0	0	0	0	0
3) By the Jury				0	0	0	0	0	0
b. Acquittals:				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
1) By the Court				0	0	0	0	0	0
2) By the Jury				0	0	0	0	0	0
c. Dismissed by Prosecution				1	0	0	0	0	0

CRIMINAL SECTION

COURT NAVASOTA MUNICIPAL COURT				TRAFFIC			NON-TRAFFIC		
MONTH	October	YEAR	2019	NON-PARKING	PARKING	CITY ORD	PENAL CODE	STATE LAW	CITY ORD
8. Compliance Dismissals:				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
a. After Driver Safety Course				5	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
b. After Deferred Disposition				4	0	0	0	0	0
c. After Teen Court				0	0	0	0	0	0
d. After Tobacco Awareness Course				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	0	XXXXXXXXXX
e. After Treatment for Chemical Dependency				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	0	0	XXXXXXXXXX
f. After Proof of Financial Responsibility				1	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
g. All Other Transportation Code Dismissals				0	0	0	0	0	0
9. All Other Dispositions				0	0	0	0	0	0
10. Total Cases Disposed				49	0	2	14	2	7
11. Cases Placed on Inactive Status				10	0	0	12	0	3
12. Total Cases Pending End of Month:				400	0	22	255	35	90
a. Active Cases				69	0	1	23	16	8
b. Inactive Cases				331	0	21	232	19	82
13. Show Cause Hearings Held				18	0	0	1	5	0
14. Cases Appealed:				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
a. After Trial				0	0	0	0	0	0
b. Without Trial				0	0	0	0	0	0

CIVIL SECTION

COURT NAVASOTA MUNICIPAL COURT					
MONTH	October	YEAR	2019		TOTAL CASES
1. Total Cases Pending First of Month:					0
a. Active Cases					0
b. Inactive Cases					0
2. New Cases Filed					0
3. Cases Reactivated					0
4. All Other Cases Added					0
5. Total Cases on Docket					0
6. Uncontested Civil Fines or Penalties					0
7. Default Judgments					0
8. Agreed Judgments					0
9. Trial/Hearing by Judge/Hearing Officer					0
10. Trial by Jury					0
11. Dismissed for Want of Prosecution					0
12. All Other Dispositions					0
13. Total Cases Disposed					0
14. Cases Placed on Inactive Status					0
15. Total Cases Pending End of Month:					0
a. Active Cases					0
b. Inactive Cases					0
16. Cases Appealed:				XXXXXXXXXXXXXXXXX	
a. After Trial					0
b. Without Trial					0

JUVENILE/MINOR ACTIVITY

COURT	NAVASOTA MUNICIPAL COURT		
MONTH	October	YEAR	2019
		TOTAL	
1. Transportation Code Cases Filed		0	
2. Non-driving Alcoholic Beverage Code Cases Filed		1	
3. Driving Under the Influence of Alcohol Cases Filed		0	
4. Drug Paraphernalia Cases Filed		0	
5. Tobacco Cases Filed		0	
6. Truancy Cases Filed		0	
7. Education Code (Except Failure to Attend) Cases Filed		0	
8. Violation of Local Daytime Curfew Ordinance Cases Filed		0	
9. All Other Non-traffic Fine-only Cases Filed		2	
10. Transfer to Juvenile Court:	XXXXXXXXXXXXXXXXXX		
a. Mandatory Transfer		0	
b. Discretionary Transfer		0	
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)		0	
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges)		0	
13. Juvenile Statement Magistrate Warning:	XXXXXXXXXXXXXXXXXX		
a. Warnings Administered		0	
b. Statements Certified		0	
14. Detention Hearings Held		0	
15. Orders for Non-secure Custody Issued		0	
16. Parent Contributing to Nonattendance Cases Filed		0	

ADDITIONAL ACTIVITY

COURT	NAVASOTA MUNICIPAL COURT		
MONTH	October	YEAR	2019
		NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
1. Magistrate Warnings:		XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
a.	Class C Misdemeanors	14	XXXXXXXXXXXXXXXXXX
b.	Class A and B Misdemeanors	0	0
c.	Felonies	0	0
XX		TOTAL	
2. Arrest Warrants Issued:		XXXXXXXXXXXXXXXXXX	
a.	Class C Misdemeanors		22
b.	Class A and B Misdemeanors		3
c.	Felonies		3
3. Capiases Pro Fine Issued			11
4. Search Warrants Issued			0
5. Warrants for Fire, Health and Code Inspections Filed			0
6. Examining Trials Conducted			0
7. Emergency Mental Health Hearings Held			0
8. Magistrate's Order for Emergency Protection Issued			0
9. Magistrate's Orders for Ignition Interlock Device Issued			0
10. All Other Magistrates's Orders Issued Requiring Conditions for Release on Bond			0
11. Drivers's License Denial, Revocation or Suspension Hearings Held			0
12. Disposition of Stolen Property Hearings Held			0
13. Peace Bond Hearings Held			0

ADDITIONAL ACTIVITY

XX		TOTAL
14. Cases in Which Fine and Court Costs Satisfied by Community Service:		XXXXXXXXXXXXXXXXXXXX
a. Partial Satisfaction		0
b. Full Satisfaction		0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit		16
16. Cases in Which Fine and Court Costs Waived for Indigency		0
17. Amount of Fines and Court Costs Waived for Indigency		\$0.00
18. Fines, Court Costs and Other Amounts Collected:		XXXXXXXXXXXXXXXXXXXX
a. Kept by City		\$9,719.81
b. Remitted to State		\$4,162.59
c. Total		\$13,882.40

Run By: rjessie
Report Type: Summary
Date Range: 10/01/2019 - 10/31/2019
Finalize Report: Yes
Correction: No

*** END OF REPORT ***