#### NOTICE OF MEETING OF THE GOVERNING BODY OF THE CITY OF NAVASOTA, TEXAS DECEMBER 13, 2021

Notice is hereby given that a Regular Meeting of the governing body of the City of Navasota will be held on the 13th of December, 2021 at 6:00 PM at the City Hall in the City Council Chambers, Room No. 161, located at 200 E. McAlpine Street, Navasota, Texas 77868, at which time the following subjects will be considered, to wit:

To watch the City Council meeting live please visit the City of Navasota's Youtube here: https://www.youtube.com/channel/UCltnx7BQt0TCIYJRiZ14g5w

- 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) Introduce new employees;
  - (b) Recognition of years of service Brian Colbert;
  - (c) Update on Capital Improvements Project;
  - (d) Fire Dept. update;
  - (e) Home for the Holidays results;
  - (f) Launch party for Texas Birthday Bash results;
  - (g) Utility Dept. update;
  - (h) Proclamation Tree of Angels;
  - (i) Board and Commission update; and

(j) 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 for the purpose of receiving public comment and testimony regarding a zoning change application submitted by James C Hassell for the properties located in the A0062 J Whitesides Abstract. The zoning change application requests to change the zoning from A/O: Agriculture/Open Space District to Pecan Lakes Estates Phase IV PUD, a planned unit development, for the development of a 63.55-acre single dwelling unit subdivision. The properties affected are legally described as A0062 J Whitesides, Tract 17-2, Acres 31.76, A0062 J Whitesides, Tract 17, Acres 31.79, located in Navasota, Grimes County, Texas.
- 6. Consideration and possible action on the first reading of Ordinance No. 985-21, approving a zoning change application submitted by James C Hassell for the properties located in the A0062 J Whitesides Abstract. The zoning change application requests to change the zoning from A/O: Agriculture/Open Space District to Pecan Lakes Estates Phase IV PUD, a planned unit development, for the development of a 63.55-acre single dwelling unit subdivision. The properties affected are legally described as A0062 J Whitesides, Tract 17-2, Acres 31.76, A0062 J Whitesides, Tract 17, Acres 31.79, located in Navasota, Grimes County, Texas.
- 7. Consideration and possible action on Resolution No. 705-21, accepting the water, gas, street and underground storm drainage improvements of Phase three section three in Pecan Lakes Estates Subdivision, except entrance signage, sewer infrastructure, common areas, detention pond and open channel storm drainage improvements, in the City of Navasota, Texas.
- Consideration and possible action on the first reading of Ordinance No. 986-21, amending Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.013 Signs on Public Property, for the purpose of allowing and regulating signs on public property owned or controlled by a governmental entity.
- 9. Conduct a public hearing to receive public comment and testimony regarding an application submitted by Serafin Estupinan to the City of Navasota requesting to abandon a twenty foot (20') public alleyway located in Block H of the Park Place Addition, in the City of Navasota, Grimes County, Texas.
- 10. Consideration and possible action on the first reading of Ordinance No. 987-21, approving an application submitted by Serafin Estupinan to the City of Navasota requesting to abandon a twenty foot (20') public alleyway located in Block H of the Park Place Addition, in the City of Navasota, Grimes County, Texas.
- 11. Consideration and possible action on a lease agreement between the City of Navasota and the Kiwanis Club of Navasota for the use of the "Old Golf Course Pro Shop" property.
- 12. Consideration and possible action on the purchase of a software upgrade from Tyler Technologies.

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

Consent Items are:

A. Consideration and possible action on the minutes for the month of November 2021; and

B. Consideration and possible action on the expenditures for the month of November 2021.

14. Adjourn.

#### DATED THIS THE 8TH OF DECEMBER, 2021

/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 8th of December, 2021 at 03:19 PM and will remain posted continuously for at least 72 hours preceding the scheduled time of said meeting. Agendas may be viewed at www.navasotatx.gov.

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

#### DATED THIS THE 8TH OF DECEMBER, 2021

/SMH/

#### BY: SUSIE M. HOMEYER, CITY SECRETARY

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



## Vísíon 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.



Report

and

## **Strategic Plan**

Adopted April 26, 2021

Prepared and Facilitated By Ron Cox Consulting



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

#### **CITY OF NAVASOTA**

#### February 12, 2021

#### Introduction

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

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

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

#### Governance

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

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

#### **Governance Model**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Vision and Mission

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

#### Vision Statement

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

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#### **Vision Elements**

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

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

#### **Mission Statement**

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

#### **Mission Elements**

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

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

#### **Strategic Planning**

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

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

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

#### Strengths

#### Group 1

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

#### Group 2

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

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

#### Group 3

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

#### Weaknesses

#### Group 1

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

#### Group 2

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

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

#### Group 3

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

#### Areas of Emphasis

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

- Governance
- Economic Development
- Image/Communication
- Infrastructure

#### Weaknesses Rearranged

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

#### • Governance

- Resistance to change.
- Employee retention.
- Responding to circumstances beyond city's control.
- Unfunded mandates.
- Lack of participation.

#### • Economic Development

• Diversity in career jobs.

- Sufficient revenue for infrastructure redevelopment.
- Retail leakage
- Lack of social and family recreation.
- Need for diversity in housing.
- Social and health services.

#### • Image/Communication

- Negative perception of school district.
- Negative perception of city.
- Inability to provide information to all ages
  - Internally and externally.
  - Lack of understanding.
  - Criticism from the uninformed.
  - From city to citizens

#### • Infrastructure

- Train traffic.
- Again infrastructure
- Transportation.
- Facilities.
- Poor quality of internet and technology, city and citywide.

#### **Opportunities – Strategies and Goals**

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

#### Governance

- Establish a program to encourage more participation in Navasota government.
  - Establish and implement leadership academies.
    - Establish a citizens' academy.
    - Establish a citizens' police academy.
    - Establish a citizens' fire academy.
  - Improve communication and strategic alignment between Council and all committees.

#### • Establish an employee retention strategy.

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

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- Provide a clear sense of direction to all boards related to economic development.
  - Establish an Economic Development Strategy with the NEDC

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

#### **Economic Development**

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

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

#### Image/Communication

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

#### Infrastructure

• Prepare a plan for construction of an elevated grade crossing over the railroad tracks.

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

#### Threats

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

- Fear lack of understanding of the issues and the unknown.
- Money.
- Economic downturn.
- Federal and state unfunded mandates and restrictions to local government.
- Social media.
- Uncommitted leadership.
- Politization of local government.
- Suffering the unintended consequences of outside mandates.
- Encroaching crime.
- Another pandemic COVID.
- Adverse weather.
- No response to the failing infrastructure.
- The "cancel culture" just turning off or destroying what one disagrees with refusal to dialogue.
- Not adapting to the change in the ideology of the culture.

#### **City Staff Implementation Sessions**

#### April 5 and 14, 2021

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

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

On April 14, 2021 staff again met with the facilitator to review and complete a draft implementation plan. The implementation plan is included in this document.

#### Reporting

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

#### **Reporting Protocols**

- Council
  - Receives updates at least monthly from staff at Council meetings regarding various projects related to the strategic plan.
  - Receives formal status reports, including a semi-annual and annual report from staff to the City Council.

#### • City Manager

• City Manager receives regular – both formal and informal - updates from staff at regular staff meetings on progress of assignments.

#### **City Council Approval**

#### April 26, 2021

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

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#### Conclusion

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



## Strategic Plan 2021

Council/Staff Planning Retreat February 12, 2021

> Adopted April 26, 2021

Prepared and Facilitated By Ron Cox Consulting

Report and Action Plan 2021 Strategic Planning Process Vision Statement (Adopted 2017)

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

# Key Vision Elements 2021

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

Mission Statement (Adopted 2017)

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

## **Mission Elements**

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

## **City Council**

## **Leadership Philosophy**

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

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

## **City Council**

## **Communication Philosophy**

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

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

## **City Council and Staff**

## Expectations

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

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

## **City Council and Staff**

## Expectations

## Council expects the following of staff...

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

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

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

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

## Strategic

## **Areas of Emphasis**

### • Governance

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

### • Economic Development

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

#### • Image/Communication

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

#### • Infrastructure

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

## Governance

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

## Initiatives:

- Establish a program to encourage more participation in Navasota government.
  - Establish and implement leadership academies.
    - Establish a citizens' academy.
    - Establish a citizens' police academy.
    - Establish a citizens' fire academy.
  - Improve communication and strategic alignment between Council and all committees.

### • Establish an employee retention strategy.

- Identify and promote the work culture, benefits of the city.
- Promote the community and organizational culture.
- Explore housing incentives to live and work in Navasota and attract new employees.
- Cast a wider net for employees.
- Explore opportunities for providing employee benefits that incentivize employment and retention.
- Explore opportunity for a full-time grant writer.
- Provide a clear sense of direction to all boards related to economic development.
  - Establish an Economic Development Strategy with the NEDC

## **Economic Development**

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

#### Initiatives

- Establish a partnership with NISD, Blinn, TAMU and other institutions to enhance the economic development process.
- Seek out grant opportunities.
  - Grants from EDA.

#### • Enhance the marketing of Navasota

- Marketing to fulfill housing needs.
- Marketing of lower utility costs compared to other areas.
- Marketing location and proximity to major metro areas in the state.
- Seek partners to improve local health and social service providers.
  - Explore health authority with county.
  - Explore partnership with St. Joseph's healthcare system.
  - Recruit health provider specialists (optometrists and medical providers)

#### • Enhance strategic retail recruitment

- Continue to partner with Retail Coach.
- Attend recruitment conferences (industry, retail, restaurants, etc.)

## **Image/Communications**

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

#### Initiatives

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

## Infrastructure

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

## Initiatives

- Prepare a plan for construction of an elevated grade crossing over the railroad tracks.
  - Identify location and right of way needs for the crossing.
  - Establish costs to city to accommodate the crossing.
  - Identify land for a substation for fire and animal control.
  - Establish contact and conversation with the railroad
- Prepare a capital improvements plan and program for needed city infrastructure.
  - Improve aging infrastructure.
  - Improve aging and inadequate facilities.
  - Expand parks, trails and bike paths.
  - Identify funding sources bonds, grants, etc.

#### • Create additional opportunity for social and family amenities.

- Create additional sports facilities.
- Make park improvements trails, bike paths, etc.

# • Identify and plan for needed improvements to the community's internet system.

- Identify and review the existing systems available to the City
  - BVCOG Fiber Loop
  - Midsouth Synergies
  - Other

Navasota Feb. 5&6, 2021

Navasota Feb. 5&6, 2021 Report and Action Plan 2021 Strategic Planning Process

1

## Vision Element #1 Governance

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

Stra	ntegic Initiatives		Goals	Action Steps	FY22	FY23	<b>FY24</b>	Lead
1.1	Establish a program to encourage more	1.1.1	Establish and implement leadership academies.	<ul> <li>Re-implement a citizens' academy.</li> <li>Establish a citizens' police academy.</li> <li>Establish a citizens' fire academy</li> </ul>		X X X		Brad Stafford
	participation in Navasota government.			<ul> <li>Hold town hall meetings with citizens in neighborhoods and restaurants to discuss City operations and governance.</li> <li>Present organizational environment to the community</li> </ul>		X X		
				<ul> <li>Grilling Stafford</li> <li>Monday of City Council meetings: partner with Willy 98.7 and Navasota Examiner to go over upcoming City Council Agenda. (also Facebook Live)</li> </ul>	Ongoing Ongoing			
		1.1.2	Provide a clear sense of director to all boards	Organize a volunteer luncheon for Boards & Commissions volunteers	Х			
				<ul> <li>Joint meeting with all boards/commissions for direction/legal training and Roberts rules.</li> </ul>	Х			
				• Bring strategic planning and comprehensive planning	Х			
				<ul><li>documents to NEDC for approval</li><li>Recruit members who align with City Council</li></ul>	Х			
				• Improve communication and strategic alignment between Council and all committees.	Х			
				<ul> <li>Inform all communication &amp; comp plan updates to all boards</li> </ul>	Х			
				• Staff to facilitate strategic plan for economic				

Stra	ategic Initiatives		Goals	Action Steps	FY22	FY23	<b>FY24</b>	Lead
				development corporation	Х			
		1.1.3	Establish a volunteer appreciation program	<ul> <li>Organize a short ceremony for volunteers around the city (ex: Blue Santa, Trash Off)</li> </ul>	Х			Rayna
1.2	Explore opportunity for a full-time grant writer.	1.2.1	Continued professional development	<ul> <li>Explore grant writing training opportunities</li> <li>Continue partnership with BVCOG</li> <li>Research other cities how grants are handled</li> </ul>		X X X		Rayna Willenbrink

# **Economic Development**

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

Stra	ategic Initiatives		Goals	Action Steps	FY22	FY23	FY24	Lead
2.1	Establish a partnership with NISD, Blinn, TAMU and other institutions to enhance the economic development process.	2.1.1	Pursue grants from EDA. Develop workforce programs	<ul> <li>Continue partnership with BVCOG for information on EDA grants</li> <li>Continue relationship with Grantworks</li> <li>Continue TEDC membership for resources on EDA grants</li> <li>Explore new partnerships</li> <li>Explore partnerships with NISD</li> <li>Continue partnership Chamber &amp; CETA</li> <li>Explore opportunities with the SBDC</li> <li>Continue partnership with Bush School/TAMU</li> <li>Reach out to BVCOG for funding opportunities</li> <li>Research Texas Workforce Commission</li> </ul>	Ongoing Ongoing Ongoing Ongoing X	X X X X X		Rayna
2.2	Enhance the marketing of Navasota.	2.2.1 2.2.2 2.2.3	Marketing to fulfill housing needs. Marketing of lower utility costs compared to other areas. Marketing location and proximity to major metro areas in the state.	<ul> <li>opportunities</li> <li>Show housing growth to demonstrate demand.</li> <li>Establish a permit/fee waiver program</li> <li>Utilize NEDC website to highlight utility costs and location</li> <li>Navasota Economic Development corporation Featured on the Navasota.gov home page</li> </ul>	Ongoing Ongoing Ongoing	X		Madison
2.3	Seek partners to improve local health and social	2.3.1	Explore health authority with county.	<ul> <li>Improve relationship with county and cities within the county</li> <li>Continue to meet with the county this past year about this partnership but their level of interest currently</li> </ul>	X		Х	Rayna

Stra	ategic Initiatives		Goals	Action Steps	FY22	FY23	<b>FY24</b>	Lead
	service providers.			<ul> <li>not very high.</li> <li>Continue to explore other avenues to recruit and establish a local public health authority and possibly a heath inspections office.</li> <li>Possible partnering with other cities in the county</li> </ul>	X X			
		2.3.2	Establish Health Inspector	<ul><li>Establish Policy</li><li>Appoint and train inspector</li></ul>			X X	
		2.3.3	Explore partnership with St. Joseph's healthcare system.	• Add health care recruitment to the regional (retail) recruitment project			X	
		2.3.4	Recruit health provider specialists (optometrists and medical providers)					
2.4	Enhance strategic retail	2.4.1	Continue to partner with Retail Coach.	• Conduct community surveys to see what citizens wish lists are		Х		
	recruitment.	2.4.2	Attend recruitment conferences (industry, retail, restaurants, etc.)	Regional retail recruitment project	Ongoing			Rayna
		2.4.3	Downtown Assessment	Reach out to Texas Downtown Association for a downtown assessment	X			
				<ul><li>Explore marketing strategies</li><li>Partnership with SBDC</li></ul>	X X			

# Vision Element # 3

# **Image/Communication**

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

Stra	ategic Initiatives		Goals	Action Steps	FY22	<b>FY23</b>	<b>FY24</b>	Lead
3.1	Improve the perception and image of Navasota.	3.1.1	Establish a positive campaign to promote Navasota.	<ul> <li>Prepare both an in-person and digital message.</li> <li>Positive short videos about ongoing projects</li> <li>Create a new branding campaign</li> <li>Expand partnership with NISD</li> </ul>		X X X X		Madison
		3.1.2	Identify target audiences to effectively recruit new citizens while improving community pride.	<ul> <li>Attend realtor conferences to tell the Navasota story.</li> <li>Utilize citizens' academies (see Governance).</li> <li>Explore use of Town Hall meetings – in-person and virtual.</li> <li>Utilize all methods of communication with the public; i.e. Grilling Stafford, trails town hall meetings, agenda briefings with local media, Navigate Navasota app</li> </ul>	Ongoing	X X X		
3.2	Establish a program to educate ISD students about local government.	3.2.1	Re-establish an internship/sponsor a job shadowing program for students in the city.	<ul> <li>Co-op student to assist with administrative services for all departments with 15-20 hours beginning with a minimum wage of \$7.25.</li> <li>Speak with the co-op class</li> <li>Both high school and college</li> </ul>		X X X		Peggy & Shawn
3.3	Improve communication in general with the public.	3.3.1	Be deliberate about creating buy-in from citizens.	<ul> <li>Inform, educate and cast the vision.</li> <li>Advertise City Council meetings in the paper (\$1,872/year), on the radio, yard signs, banners</li> </ul>	X X			Madison
		3.3.2	Prepare and implement a communication protocol.	<ul> <li>Explore new advertising techniques, i.e. Navigate Navasota app, CTY advertisement, Facebook events for all meetings</li> <li>Explore communication methods for Boards &amp; Commissions, i.e. post all agendas on Facebook event</li> </ul>		X X		

Strategic Initiatives	Goals	Action Steps	FY22	FY23	FY24	Lead
		All boards give regular updates at City Council meetings		X		

# Vision Element # 4

# Infrastructure

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

Stra	ategic Initiatives		Goals	Action Steps	FY22	<b>FY23</b>	<b>FY24</b>	Lead
4.1	Prepare a plan for construction	4.1.1	Identify location and right of way needs for the crossing.	• Thorough fare plan completion and implementation		X		Jose
	of an elevated grade crossing over the railroad tracks.	4.1.2	Establish costs to city to accommodate the crossing.	<ul> <li>Compile land acquisition costs per thorough fare plan design</li> <li>Obtain estimate cost proposals for engineering and construction</li> </ul>			X X	& Lupe
4.2	Prepare a capital improvements plan and program for needed city infrastructure.	4.2.1	Improve aging infrastructure. Phase one: FY22 Phase two: FY24	<ul> <li>CIP Bring in a consultant to help formalize the plan         <ul> <li>Update water modeling</li> <li>Consultant to model Gas system and Wastewater system</li> <li>Present CIP to Finance Dept. to plan for funding options.</li> <li>Streets and Storm water evaluations and priorities             <ul> <li>Replace/repair gas regulator stations</li> <li>Complete phase 1 of CIP</li> <li>Begin phase 2 of CIP</li> <li>Fire hydrant repair/replacement</li> </ul> </li> </ul> </li> </ul>	X X X X		X	Jeff & Jose
		4.2.2	Improve aging and inadequate facilities.	<ul> <li>Create a facilities master plan <ul> <li>Hire Consultant</li> <li>Replace or improve animal shelter and vehicle services</li> </ul> </li> <li>Sell existing warehouse and build a new one</li> <li>Replace the current primary fire station and EOC at the South LaSalle location.</li> <li>Explore the possibility of a second fire station/public safety facility at Hwy</li> </ul>			X X X X X X	

Strategic Initiatives	Goals	Action Steps	FY22	<b>FY23</b>	FY24	Lead
		<ul> <li>105/Fairway Dr. because of the continued growth and expansion of the city and the delayed responses due to train traffic</li> <li>Valve and other mechanical equipment replacement at wastewater plant</li> <li>Look at alternative disinfectant treatment methods</li> </ul>			X X	
	4.2.4     Identify funding sources – bonds, grants, etc.	<ul> <li>We currently are working with 2020 Capital Improvement Bond.</li> <li>We are working towards doing a bond every 2 years for CIP</li> <li>USDA loan</li> <li>Add gas capital improvement fee to monthly billing.</li> <li>Funding from American Rescue Plan</li> </ul>	X X X X X X			
4.3 Create additional opportunity for social and family amenities.	4.3.1     Create additional sports facilities.	<ul> <li>Identify most desired facilities</li> <li>Identify possible locations</li> <li>Land acquisition</li> <li>Identify funding mechanism</li> <li>Design facilities</li> <li>Obtain bids/pricing on new facilities</li> </ul>			X X X X X X X	Colton
	4.3.3       Make park improvements – trails, bike paths, etc.	<ul> <li>Adjust city ordinance on parkland dedication to allow developers to contribute directly to ongoing projects</li> <li>Develop community programs that improve parks</li> <li>Identify areas of greatest need</li> <li>Obtain bids/pricing on improvements</li> </ul>	Ongoing Ongoing Ongoing Ongoing Ongoing			

Stra	ategic Initiatives		Goals	Action Steps	FY22	FY23	<b>FY24</b>	Lead
				• Navasota Sidewalk and Trails plan.				
4.4	Identify and plan for needed improvements to the community's internet system.	4.4.1	Identify and review the existing systems available and options to the City	<ul> <li>Facilitate BVCOG partnerships with local ISP suppliers to improve speeds in underserved areas.</li> <li>Encourage/ Incentivize Midsouth Synergy expansion into town via City ROW/Easements</li> <li>Research other ISP options available.</li> </ul>			X X X X	Lupe

# Vision Element # 5

# **Organizational Excellence**

Stra	ategic Initiatives		Goals	Action Steps	FY22	FY23	FY24	Leader
5.1	Establish an employee retention strategy.	5.1.1	Identify and promote the work culture, benefits of the city.	<ul> <li>Promote teamwork aspect of our culture, there are no islands everyone works together in some form or fashion.</li> <li>Hiring Process: <ul> <li>Streamline our online HR system</li> <li>Job search &amp; application process</li> <li>Dependable Human Resource Information System software</li> </ul> </li> <li>Update both Incode and Internet system</li> <li>Use of Social media to find candidates (i.e. Linkedin, Indeed)</li> <li>Job boards at colleges and career fairs</li> <li>Create a Referral Program with employee incentives</li> <li>Create city parameter for job searches</li> <li>Continued use of onboard process</li> <li>Create formal policy hiring practices</li> </ul>	Ongoing Ongoing Ongoing Ongoing Ongoing Ongoing Ongoing Ongoing Ongoing	y y y y y y		Peggy Johnson
				<ul> <li>Offer competitive salary and benefits:</li> <li>Contact other Cities (population of 5-10K) and surrounding industries/business (Trinity, etc.) to make sure City is within similar pay range</li> <li>Find strong benefit package (medical, dental, vision, life)</li> <li>Other Incentives:</li> <li>Continue to make employee feel valued and appreciated</li> </ul>	Ongoing	X X		

	<ul> <li>Continue to offer career advancement opportunity (invest in employee-greater future with City)</li> <li>Pay for course for training (all departments)</li> </ul>	Ongoing Ongoing		
	College tuition reimbursement		X	
	<ul> <li>Safety bonuses (no accidents, etc.) Safety pins (providing a day off), Bonus day- annually</li> </ul>	X		
	• Hazardous duty pays (ex: working big storms, etc.)	Х		
	• Team outings/lunches (Spring/Fall) and Christmas Party- employee does not have to organize or work the event	X		
	<ul> <li>Monetary (bonuses and raises)</li> <li>Continue to Recognize: years of service with Plaque and bag of goodies. At the end of the year employee shall receive gift card (money, dinner, coffee, spa) (5 year increments)</li> </ul>	Ongoing	Х	
	• Hand written note ("thank you" "job well done", etc.)	Х		
	• Brag board: located front lobby with employee picture and award (ex: Rookie of the year, Employee of the month, etc.)	X		
	<ul> <li>Discount on rental facilities for city employees</li> <li>City owned workout facility to promote health</li> <li>Utility incentives to promote employees to live in</li> </ul>	X	Х	X
	<ul><li>Navasota</li><li>Reconsider 20-year retirement package/insurance to</li></ul>		Х	X
	<ul> <li>the age of social security</li> <li>Evaluate additional employees to complete project assignments</li> <li>Evaluate incentives for succession planning in career</li> </ul>	Х	Х	
	development			

5.1.2	Promote the community and organizational environment	<ul> <li>Video montage of all city events and city participation of employees</li> <li>Clear and transparent communication</li> <li>Create Cultural Diversity Awareness by reaching out to different segments of the City</li> <li>Career Fair days</li> </ul>	Ongoing X X X	
5.1.3	Explore housing incentives to live and work in Navasota and attract new employees.	<ul> <li>Partner with local realtors or Chamber to put together informational housing options package</li> <li>Pay a portion of moving expenses into Navasota within the city limits</li> </ul>	X X	

### CITY OF NAVASOTA CITY COUNCIL AGENDA

AGENDA ITEM NO.: 4. AGENDA DATE: December 13, 2021

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

### APPROVED BY: BS

**ITEM:** Staff Report:

- (a) Introduce new employees;
- (b) Recognition of years of service Brian Colbert;
- (c) Update on Capital Improvements Project;
- (d) Fire Dept. update;
- (e) Home for the Holidays results;
- (f) Launch party for Texas Birthday Bash results;
- (g) Utility Dept. update;
- (h) Proclamation Tree of Angels;
- (i) Board and Commission update; and

(j) 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:**

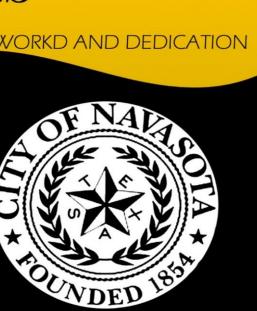
### **ATTACHMENTS:**

- 1. Years of Service Award
- 2. Proclamation

# CERTIFICATE OF APPRECIATION



# OF HARDWORKD AND DEDICATION



# **BRIAN COLBERT**

PRESENTED BY THE CITY OF NAVASOTA DECEMBER

Shawn Myatt, Asst. City Manager

# **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 2021 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 13<sup>th</sup> DAY OF DECEMBER, 2021.

#### CITY OF NAVASOTA CITY COUNCIL AGENDA

AGENDA ITEM NO.: 5. AGENDA DATE: December 13, 2021

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

#### APPROVED BY: BS

**ITEM:** Conduct a public hearing for the purpose of receiving public comment and testimony regarding a zoning change application submitted by James C Hassell for the properties located in the A0062 J Whitesides Abstract. The zoning change application requests to change the zoning from A/O: Agriculture/Open Space District to Pecan Lakes Estates Phase IV PUD, a planned unit development, for the development of a 63.55-acre single dwelling unit subdivision. The properties affected are legally described as A0062 J Whitesides, Tract 17-2, Acres 31.76, A0062 J Whitesides, Tract 17, Acres 31.79, located in Navasota, Grimes County, Texas.

#### **ITEM BACKGROUND:**

On the 12<sup>th</sup> of November 2021, property owner James Hassell, filed a petition with City staff requesting the rezoning of the recently annexed 63.55 acres from A/O: Agriculture/Open Space District to Pecan Lakes Estates Phase IV PUD, a planned unit development. The developer intends to expand the existing Pecan Lakes Estates subdivision with a fourth phase. A copy of the concept plan outlining the development standards are attached for your review and consideration.

Public hearing opened at \_\_\_\_\_p.m.

Public hearing closed at \_\_\_\_\_p.m.

# BUDGETARY AND FINANCIAL SUMMARY:

none

#### **STAFF RECOMMENDATION:**

Staff recommends conducting a public hearing for the purpose of receiving public comment and testimony regarding a zoning change application submitted by James C Hassell for the properties located in the A0062 J Whitesides Abstract. The zoning change application requests to change the zoning from A/O: Agriculture/Open Space District to Pecan Lakes Estates Phase IV PUD, a planned unit development, for the development of a 63.55-acre single dwelling unit subdivision. The properties affected are legally described as A0062 J Whitesides, Tract 17-2, Acres 31.76, A0062 J Whitesides, Tract 17, Acres 31.79, located in Navasota, Grimes County, Texas.

#### **ATTACHMENTS:**

Staff Report
 Concept Plan



## City of Navasota Planning and Zoning Commission Staff Report

Date: November 29, 2020 To: Planning and Zoning Commission & City Council From: Lupe Diosdado, Development Services Director Agenda Item: PUD Pecan Lakes Estates Phase IV rezoning

#### **PROPERTY INFORMATION:**

PID: R39551 LEGAL DESCRIPTION: A0062 J WHITESIDES, TRACT 17-2, ACRES 31.76 OWNER: J & H NAVASOTA DEVELOPMENT, LLC ADDRESS: NAVASOTA, TX 77868 ZONING: A/O

PID: R15011 LEGAL DESCRIPTION: A0062 J WHITESIDES, TRACT 17, ACRES 31.79 OWNER: J & H NAVASOTA DEVELOPMENT, LLC ADDRESS: NAVASOTA, TX 77868 ZONING: A/O

#### **REQUEST:**

Conduct a public hearing for the purpose of receiving public comment and testimony regarding a zoning change application submitted by James C Hassell for the properties located in the A0062 J Whitesides Abstract. The zoning change application requests to change the zoning from A/O: Agriculture/Open Space District to Pecan Lakes Estates Phase IV PUD, a planned unit development, for the development of a 63.55-acre single dwelling unit subdivision. The properties affected are legally described as A0062 J Whitesides, Tract 17-2, Acres 31.76, A0062 J Whitesides, Tract 17, Acres 31.79, located in Navasota, Grimes County, Texas.

#### SUMMARY:

On the 12th of November 2021, property owner James Hassell, filed a petition with City staff requesting the rezoning of the recently annexed 63.55 acres from A/O: Agriculture/Open Space District to Pecan Lakes Estates Phase IV PUD, a planned unit development. The developer intends to expand the existing Pecan Lakes Estates subdivision with a fourth phase.

\* The Planned Unit Development Concept Plan for Pecan Lakes Estates Phase IV is attached for your consideration. The standards match Phase III PUD.

The Planning & Zoning Commission will hold a public hearing and vote on a recommendation on December 9, 2021.

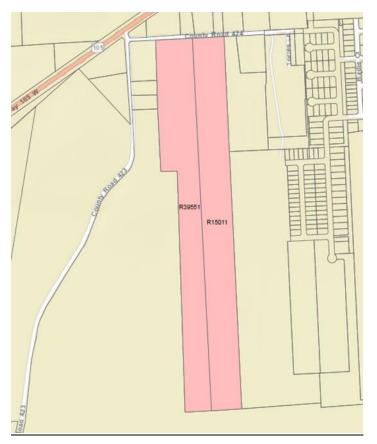
#### 2015-2025 COMPREHENSIVE PLAN RELATION

" The most important step the City can take is to provide a framework that welcomes responsible and directed growth via planning and policy (Growth Management and Land Use Plan). Public input has indicated a strong need for more housing options in Navasota, such as multi-family, senior/garden homes, and a variety of single-family residential options at all income levels." Pg.103

#### **STAFF RECOMMENDATION:**

Staff recommends holding a public hearing and approving the proposed zoning change.

#### AERIAL / STREET VIEW:





#### PUD: Pecan Lakes Estates Phase IV: Concept Plan

Pecan Lakes Estates is proposed to provide a varied supply of housing options which are currently unmet in the Navasota housing market, while providing both residential and commercial growth opportunity in the Airport Growth Center of the community. By providing traditional single-family units, the developer is assisting the community in fulfilling both economic development and housing goals as they are defined in the Navasota Comprehensive Plan. The PUD (Planned Unit Development) approach, allows for some flexibility in both the platting and zoning, to accomplish a high quality residential development.

#### **Examples of Structures**

#### Single Dwelling Units

1. Average Value (\$200,000)





#### Subdivision Homeowner's Association

Pecan Lakes Estates will have an HOA which will be responsible for public/common areas of the subdivision, regulate parking off of the street, provide for design covenant review/construction finishes.

#### **Permitted Uses**

- 1. Single dwelling units
- 2. Temporary construction buildings for use incidental to permitted construction work on the premises. Such buildings must be removed upon completion or abandonment of construction.
- 3. Real Estate sales offices during the development of residential subdivisions, but not to exceed two (2) years.
- 4. Accessory units, customarily incidental to the above uses, and located on the same lot not involving the conduct of retail business except as allowed by the Zoning Ordinance, and provided that any accessory structure shall be located not less than five (5) feet from any side or rear lot line.

#### **Conditional Uses**

- 1. Parkland and open space
- 2. Water supply, sanitary sewer, storm sewer and similar utility facilities

#### **Prohibited Uses**

1. Uses that are not permitted uses or conditional uses.

#### **Development Standards**

- 1. Height Restrictions
  - a. Thirty-five (35) feet high is the maximum height including roof gables, chimneys, vent stacks, or other mechanical equipment
- 2. Building Setbacks
  - a. Front setback
    - i. Twenty-five (25) feet
  - b. Rear setback
    - i. Twenty (20) feet
  - c. Side Setback
    - i. On each side of a single dwelling unit having a width of not less than five feet. When abutting a street, the minimum side setback shall be at least twenty (20) feet.
- 3. Lot Dimensions
  - a. Lot Area for Single Dwelling Unit minimum lot area shall be 6,000 square feet
  - b. Lot Width for Single Dwelling Unit shall be a minimum of 50 feet wide
  - c. Lot Depth shall average a minimum of 100 feet in depth between the side lot lines
- 4. Density
  - a. The maximum number of single dwelling units, shall not exceed 6 units per acre
- 5. Parking
  - a. Two on-site parking spaces per single dwelling shall be required
- 6. Facades
  - a. Front and Side exterior facades of the single dwelling units shall be constructed of 100% brick or stone masonry.

#### 7. Exterior Lighting

a. All Street Lighting and Exterior Lighting of the dwellings shall be designed to direct light down onto the site and away from neighboring property. Lighting shall be designed to include cut-off shielding to minimize light pollution.

#### 8. Landscape Standards

- a. Landscape designs shall be prepared to enhance the visual appeal of the built environment, screen undesirable views, strengthen the pedestrian scale, provide a buffer between auto and pedestrian environments, help define the site, provide congruency with the existing neighborhood, and break up large areas of hard surface.
- b. Re-naturalization of all areas disturbed by the construction of the site and buildings is required. Renaturalizing includes the following native plant materials:
  - i. 5-10% Trees
  - ii. 25–45% Shrubs (a minimum of 3 varieties encouraged)
  - iii. 35–55% Grasses
  - iv. 0–25% Forbs
- c. Development shall minimize potable water consumption for irrigation. Reductions can be attributed to any combination of the following items:
  - i. Predominate use (greater than fifty (50) percent) native plant species.
  - ii. Efficient irrigation systems (WaterSense labeled irrigation controllers, rain guards, check valves, drip irrigation, etc.).
  - iii. Use of captured rainwater for irrigation.
- d. Where landscaping is intended to provide a visual screen, the species, quantity, maturity (size), and spacing of the initial plantings shall be sufficient to provide a functional screen within a single growing season.
- e. Landscaping shall be completed within one year of receiving building occupancy. Exceptions for weather delays to landscape completion may be considered.
- f. No evergreen tree with a mature width greater than twenty (20) feet shall be planted within fifteen (15) feet of a hardscaped area.
- 9. Sidewalks
  - a. 4' Sidewalks shall be installed on one side of all public streets.

#### CITY OF NAVASOTA CITY COUNCIL AGENDA

AGENDA ITEM NO.: 6. AGENDA DATE: December 13, 2021

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

#### APPROVED BY: BS

**ITEM:** Consideration and possible action on the first reading of Ordinance No. 985-21, approving a zoning change application submitted by James C Hassell for the properties located in the A0062 J Whitesides Abstract. The zoning change application requests to change the zoning from A/O: Agriculture/Open Space District to Pecan Lakes Estates Phase IV PUD, a planned unit development, for the development of a 63.55-acre single dwelling unit subdivision. The properties affected are legally described as A0062 J Whitesides, Tract 17-2, Acres 31.76, A0062 J Whitesides, Tract 17, Acres 31.79, located in Navasota, Grimes County, Texas.

#### **ITEM BACKGROUND:**

On the 12th of November 2021, property owner James Hassell, filed a petition with City staff requesting the rezoning of the recently annexed 63.55 acres from A/O: Agriculture/Open Space District to Pecan Lakes Estates Phase IV PUD, a planned unit development. The developer intends to expand the existing Pecan Lakes Estates subdivision with a fourth phase. A copy of the Ordinance including the concept plan outlining the development standards are attached for your review and consideration.

## **BUDGETARY AND FINANCIAL SUMMARY:**

none

#### **STAFF RECOMMENDATION:**

Staff recommends approving the first reading of Ordinance No. 985-21, approving a zoning change application submitted by James C Hassell for the properties located in the A0062 J Whitesides Abstract. The zoning change application requests to change the zoning from A/O: Agriculture/Open Space District to Pecan Lakes Estates Phase IV PUD, a planned unit development, for the development of a 63.55-acre single dwelling unit subdivision. The properties affected are legally described as A0062 J Whitesides, Tract 17-2, Acres 31.76, A0062 J Whitesides, Tract 17, Acres 31.79, located in Navasota, Grimes County, Texas.

#### **ATTACHMENTS:**

1. Ordinance No. 985-21

#### **ORDINANCE NO.** <u>985-21</u>

#### AN ORDINANCE AMEDNING THE OFFICIAL ZONING MAP OF THE CITY OF NAVASOTA, TEXAS TO REZONE 63.55 ACRES, MORE PARTICULARLY DESCRIBED AS A0062 J WHITESIDES, TRACT 17-2, ACRES 31.76 AND A0062 J WHITESIDES, TRACT 17, ACRES 31.79, FROM A/O: AGRICULTURE/OPEN SPACE DISTRICT TO "PECAN LAKES ESTATES PHASE IV PUD" A PLANNED UNIT DEVELOPMENT; PROVIDING OR A SEVERABILIY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on the 12<sup>th</sup> of November 2021, property owner James Hassell, filed a petition requesting the rezoning of 63.55 acres more particularly described as A0062 J WHITESIDES, TRACT 17-2, ACRES 31.76 AND A0062 J WHITESIDES, TRACT 17, ACRES 31.79, and legally described by metes and bounds on **Exhibit "A"** which is attached hereto and incorporated herein for all purposes pertinent, from A/O: Agriculture/Open Space District to "Pecan Lakes Estates Phase IV PUD" a planned unit development to expand the existing residential subdivision Pecan Lakes Estates; and

**WHEREAS**, the rezoning request is in harmony with the Comprehensive Plan of the City of Navasota; and

**WHEREAS**, on the 9<sup>th</sup> day of December 2021, 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 "B**" attached hereto and incorporated herein for all purposes pertinent; and

**WHEREAS,** the "Pecan Lakes Estates Phase IV PUD: Concept Plan" is also attached hereto as **Exhibit "C"** and incorporated herein for all purposes pertinent, outlining the requirements and standards of the "Pecan Lakes Estates Phase IV PUD" a Planned Unit Development; and

**WHEREAS**, the Planning and Zoning Commission recommends to the City Council of the City of Navasota that it is in the best interest and to the benefit of the residents of the City of Navasota, that the said properties be rezoned from A/O Agriculture Open Space District to Pecan Lakes Estates Phase IV PUD a Planned Unit Development; and

**WHEREAS**, on the 13<sup>th</sup> day of December 2021, 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 property legally described on **Exhibit "A"** and shown on **Exhibit "B"** from A/O Agriculture Open Space District to "Pecan Lakes Estates Phase IV PUD" a Planned Unit Development. Unless otherwise provided for or modified by **Exhibit "C"**, the property located within the Pecan Lakes Estates Phase IV PUD area shall conform to the provisions of the City's Zoning Ordinance, Subdivision Ordinance and all other applicable ordinances.

**SECTION 2**. 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 3**. This Ordinance shall become effective from and after its passage, approval, and adoption on second reading.

# PASSED AND ADOPTED ON FIRST READING THIS THE 13<sup>th</sup> DAY OF DECEMBER 2021.

BERT MILLER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

PASSED AND ADOPTED ON SECOND READING THIS 10<sup>th</sup> DAY OF JANUARY 2022.

**BERT MILLER, MAYOR** 

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

#### "EXHIBIT A"

#### METES AND BOUNDS DESCRIPTION of a 31.79 Acre Tract James J. Whitesides Survey, A-62 Grimes County, Texas December 14, 2016

All that certain tract or parcel of land lying and being situated in Grimes County, Texas, out of the James J. Whitesides Survey, Abstract No. 62, being all of a called 31.797 acre tract described in Probate Cause No. 6913,dated January 12, 1999 and recorded in Volume 137, Page 64 of the Probate Records of Grimes County, Texas, being the same tract as described in a Deed from Peter Pry, Jr. to Peter Pry, et ux (422/752), dated June 19, 1981, of record in Volume 422, Page 752 of the Real Property Records of Grimes County, Texas and more fully described by metes and bounds as follows:

**COMMENCING** at a found 3/8 inch iron rod, at the base of an 8 inch treated fence corner post and a x-tie fence corner post, for the Southerly Southwest corner of a called 27.979 acre tract as described in a Deed to Jeannine Rebecca Pry Knight (1413/844), an interior corner of a called 537.287 acre tract as described in a Deed to Pirtiaw Partners, Ltd. (1032/264) and same being the Southerly Southwest corner of a 31.76 acre tract surveyed this date;

THENCE N 86"58'38" E, 270.05 ft., along a generally fenced and North line of said 537.287 acre Pirtlaw tract (1032/264) and a South line of said 27.979 acre Knight tract (1413/844)) to a found 3/8 inch iron rod, 1.5 ft. North of an old fence line, for its Southeast corner, the Southwest corner of the called 27.979 acre tract mentioned above and the TRUE PLACE OF BEGINNING of the tract of land herein described;

THENCE N 02°40'53" W, 4,172.37 ft., along the non fenced and East line of said 27.979 acre Knight tract (1413/844) and the West line of the called 31.797 acre tract mentioned above to their common corner in the North margin of Grimes County Road 424 (1226/208), in the South line of a called 1.476 acre tract as described in a Deed to Linda Torres (1494/176) and same being in the apparent North line of the James J. Whitesides Survey, A-62, from which a set 5/8 inch iron rod in the fenced and South margin of said road brs. S 02°40'53" E, 29.37 ft.;

THENCE N 87\*03'07" E, 331.94 ft., along the partly fenced and North margin of Grimes County Road 424, the North line of the called 31.797 acre tract mentioned above and the South line of said 1.476 acre Torres tract (1494/176), the South line of Tract One, called 1.476 acres, and Tract Two, called 1.024 acres, as described in a Deed to Brian Torres (1606/361), the South line of Lot 2A and Lot 2B as described in a Deed to Eliseo Cortez, et ux (1423/347), said lots 2A and 2B being a part of the Replat of Harville Subdivision (1477/347) to the Northeast corner of the 31.797 acre tract mentioned above and the Northwest corner of a called 30.391 acre tract as described in a Deed to David Torres (898/299), from which a found 1/2 inch iron rod, 1.0 ft. West of a x-tie fence corner post and in the South margin of said road, brs. S 02\*40'53" E, 29.30 ft.;

THENCE 5 02°40'53" E, crossing over said road, along the generally fenced and East line of the called 31.797 acre tract mentioned above, the West line of said 30.391 acre Torres tract (898/299), the West line of a called 1.00 acre tract as described in a Deed to David Torres (898/299) and PASSING 2,084.81 ft. a found 1/2 inch iron rod, 1.8 ft. East of and 8 inch treated fence corner post for reference, and continuing for a TOTAL DISTANCE of 4,171.94 ft. to a found 3/8 inch iron rod, at the Southwest base of an 8 inch treated fence corner post, for the Southwest corner of said 30.391 acre Torres tract, the Southeast corner of the called 31.797 acre tract mentioned above and same being in the fenced and North line of said 537.287 acre Pirtlaw tract (1032/264);

EXHIBIT <u>A</u>

Page 1 of 2

#### METES AND BOUNDS DESCRIPTION of a 31.76 Acre Tract James J. Whitesides Survey, A-62 Grimes County, Texas December 14, 2016

All that certain tract or parcel of land lying and being situated in Grimes County, Texas, out of the James J. Whitesides Survey, Abstract No. 62, being the all of the 2 tracts as described in a Deed from Jeannine Rebecca Pry Knight, Independent Administratrix to Jeannine Rebecca Pry, dated April 9, 2012, of record in Volume 1413, Page 844 of the Real Property Records of Grimes County, Texas, being all of the the same two tracts described as First Tract, called 27.979 acres and Second Tract, called 4.00 acres, as described in a Deed from Peter Pry, et ux to Peter Pry, Jr. dated June 19, 1981, of record in Volume 422, Page 748 of the Real Property Records of Grimes County, Texas and more fully described by metes and bounds as follows:

**BEGINNING** at a found 3/8 inch iron rod, at the base of an 8 inch treated fence corner post and a x-tie fence corner post, for the Southerly Southwest corner of the called 27.979 acre tract mentioned above, an interior corner of a called 537.287 acre tract as described in a Deed to Pirtlaw Partners, Ltd. (1032/264) and same being the Southerly Southwest corner of the tract of land herein described;

THENCE N 02°37'03" W, 2,670.21 ft., along an East line of said 537.287 acre Pirtlaw tract (1032/264) and a West line of the called 27.979 acre tract mentioned above (fence bows into subject tract at most 13 ft.) to a found 3/8 inch Iron rod 2.2 ft. East of a 6 inch treated fence corner post, for a common corner;

THENCE S 89°23'13" W, 165.63 ft., along a fenced and common line of said 537.287 acre Pirtlaw tract (1032/264) and the called 27.979 acre tract mentioned above to a found 3/8 inch fron rod tied to the Southwest side of an 8 inch treated fence corner post for a common corner;

THENCE N 03°36'04" W, 694.99 ft., along a fenced and common line of said 537.287 acre Pirtlaw tract (1032/264) and the called 27.979 acre tract mentioned above to a found 3/8 inch iron rod, 1.6 ft. North of a x-tie fence corner post, for the called Northerly Northeast corner of said 537.287 acre Pirtlaw tract and the Southeast corner of a called 1.000 acre tract as described in a Deed to Remigio Casanova (601/106);

THENCE N 03°25'25" W, along the generally fenced and West line of the called 27.979 acre tract mentioned above and PASSING at 154.90 ft. a found 3/8 inch iron rod 0.96 ft. West of line for the called Northeast corner of said 1.000 acre Casanova tract (601/106) and the called Southeast corner of a called 0.9990 acre tract as described in a Deed to Missionary Baptist Church, Inc. (1017/329), PASSING at 312.68 ft. a found 5/8 inch iron rod, with cap "Carlomagno", 1.26 ft. West of line for its called Northeast corner and the occupied Southeast corner of First Tract as described in a Deed to Ralph Torres, Sr., et ux (377/262) and continuing for a TOTAL DISTANCE of 799.72 ft. to the Northwest corner of said 27.979 acre tract in the fenced and North margin of Grimes County Road 424 (1226/208), the apparent North line of the James Whitesides Survey, A-62 and same being in the South line of a called 3.00 acre tract as described in a Deed to Guarantee Body and Paint Shop, Inc. (531/663), from which a set 5/8 inch iron rod, at the Northeasterly base of a x-tie fence corner post in the South margin of said road brs. S 03°25'25" E, 30.00 ft. and a found automobile axle for the Southwest corner of said 3.00 acre Guarantee tract brs. S 86°50'20" W, 77.30 ft.;

THENCE N 86\*50'20" E, 304.41 ft., along the fenced and North margin of Grimes County Road 424, the North line of the called 27.979 acre tract and 4.00 acre tracts mentioned above and the South line of said 3.00 acre



Guarantee tract (531/663) to a found 1 inch angle iron, at the Southeast base of an 8 inch treated fence corner post, for its Southeast corner and the Southwest corner of a called 1.476 acre tract as described in a Deed to Linda Torres (1494/176);

THENCE N 87°03'07" E, 149.71 ft., along the non fenced and North margin of Grimes County Road 424, the North lines of the called 27.979 acre and 4.00 acre tracts mentioned above and the South line of said 1.476 acre Torres tract (1494/176) to the Northeast corner of said 27.979 acre tract and the Northwest corner of a called 31.797 acre tract vested in Bernice Pry Canatella, et al (137/64 - Probate Records, Cause No. 6913 & 422/752), from which a set 5/8 inch iron rod, in the fenced and South margin of said road, brs. S 02°40'53" E, 29.37 ft. and a found 1/2 inch iron rod for the Southeast corner of said Torres tract brs. N 87°03'07" E, 5.42 ft.;

THENCE S 02\*40'53" E, 4,172.37 ft., along the non fenced and West line of said 31.797 acre Canatella tract (137/64 - Probate) and the East line of the called 27.979 acre tract mentioned above to a found 3/8 inch iron rod, 1.5 ft. North of an old fence line, for its Southeast corner, the Southwest corner of said 31.797 acre tract and same being in a North line of said 537.287 acre Pirtlaw tract (1032/264);

THENCE S 86"58'38" W, 270.05 ft., along a generally fenced and North line of said 537.287 acre Pirtlaw tract (1032/264) and a South line of the called 27.979 acre tract mentioned above to the PLACE OF BEGINNING and containing 31.76 acres of land.

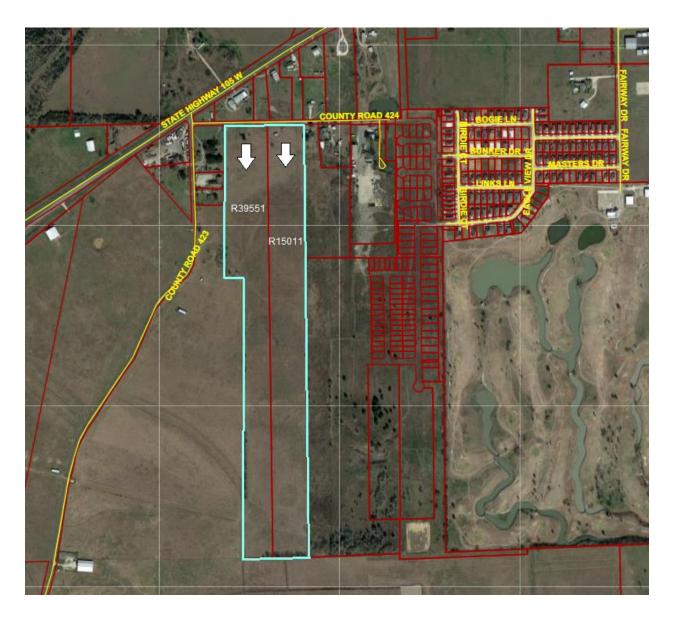
Basis of Bearings: Grid North, State Plane Coordinate System of 1983, Central Zone.

Steven M. Wisnoski 12/14/2016 Registered Professional Land Surveyor State of Texas No. 6006 Job #: 2016-11-23-03



### Exhibit "B"

### Pecan Lakes Estates Phase IV



## Exhibit "C"

### Pecan Lakes Estates Phase IV PUD: Concept Plan

#### Subdivision Homeowner's Association

Pecan Lakes Estates will have an HOA which will be responsible for public/common areas of the subdivision, regulate parking off of the street, provide for design covenant review/construction finishes.

#### Permitted Uses

- 1. Single dwelling units
- 2. Temporary construction buildings for use incidental to permitted construction work on the premises. Such buildings must be removed upon completion or abandonment of construction.
- 3. Real Estate sales offices during the development of residential subdivisions, but not to exceed two (2) years.
- 4. Accessory units, customarily incidental to the above uses, and located on the same lot not involving the conduct of retail business except as allowed by the Zoning Ordinance, and provided that any accessory structure shall be located not less than five (5) feet from any side or rear lot line.
- 5. Parkland and open space
- 6. Water supply, sanitary sewer, storm sewer and similar utility facilities

#### **Prohibited Uses**

1. Uses that are not listed as permitted uses.

#### **Development Standards**

- 1. Height Restrictions
  - a. Thirty-five (35) feet high is the maximum height including roof gables, chimneys, vent stacks, or other mechanical equipment
- 2. Building Setbacks
  - a. Front setback
    - i. Twenty-five (25) feet
  - b. Rear setback
    - i. Twenty (20) feet
  - c. Side Setback
    - On each side of a single dwelling unit having a width of not less than five (5) feet. When abutting a street, the minimum side setback shall be at least twenty (20) feet.
- 3. Lot Dimensions
  - a. Lot Area for Single Dwelling Unit minimum lot area shall be 6,000 square feet
  - b. Lot Width for Single Dwelling Unit shall be a minimum of 50 feet wide
  - c. Lot Depth shall average a minimum of 100 feet in depth between the side lot lines

#### 4. Density

- a. The maximum number of single dwelling units, shall not exceed 6 units per acre
- 5. Parking
  - a. Two on-site parking spaces per single dwelling shall be required
- 6. Facades
  - a. Front and Side exterior facades of the single dwelling units shall be constructed of 100% brick or stone masonry.
- 7. Exterior Lighting
  - a. All Street Lighting and Exterior Lighting of the dwellings shall be designed to direct light down onto the site and away from neighboring property. Lighting shall be designed to include cut-off shielding to minimize light pollution.
- 8. Landscape Standards
  - a. Landscape designs shall be prepared to enhance the visual appeal of the built environment, screen undesirable views, strengthen the pedestrian scale, provide a buffer between auto and pedestrian environments, help define the site, provide congruency with the existing neighborhood, and break up large areas of hard surface.
  - b. Re-naturalization of all areas disturbed by the construction of the site and buildings is required. Re-naturalizing includes the following native plant materials:
    - i. 5-10% Trees
    - ii. 25–45% Shrubs (a minimum of 3 varieties encouraged)
    - iii. 35–55% Grasses
    - iv. 0–25% Forbs
  - c. Development shall minimize potable water consumption for irrigation. Reductions can be attributed to any combination of the following items:
    - i. Predominate use (greater than fifty (50) percent) native plant species.
    - ii. Efficient irrigation systems (WaterSense labeled irrigation controllers, rain guards, check valves, drip irrigation, etc.).
    - iii. Use of captured rainwater for irrigation.
  - d. Where landscaping is intended to provide a visual screen, the species, quantity, maturity (size), and spacing of the initial plantings shall be sufficient to provide a functional screen within a single growing season.
  - e. Landscaping shall be completed within one year of receiving building occupancy. Exceptions for weather delays to landscape completion may be considered.
  - f. No evergreen tree with a mature width greater than twenty (20) feet shall be planted within fifteen (15) feet of a hardscaped area.
- 9. Sidewalks
  - a. 4' wide sidewalks shall be installed on at least one side of all public streets.

#### CITY OF NAVASOTA CITY COUNCIL AGENDA

AGENDA ITEM NO.: 7. AGENDA DATE: December 13, 2021

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

#### APPROVED BY: BS

**ITEM:** Consideration and possible action on Resolution No. 705-21, accepting the water, gas, street and underground storm drainage improvements of Phase three section three in Pecan Lakes Estates Subdivision, except entrance signage, sewer infrastructure, common areas, detention pond and open channel storm drainage improvements, in the City of Navasota, Texas.

#### **ITEM BACKGROUND:**

City staff received a letter from James C. Hassell dedicating public improvements and requesting acceptance of public improvements. Hassell Construction has completed the water, gas, street and underground storm drainage public improvements in Pecan Lakes Estates Phase 3, Section 3 subdivision. Installation of street lighting will be coordinated between the developer and Entergy Texas per approved construction plans. Sewer infrastructure will be presented for acceptance at a later date once the proposed lift station is completed per applicable standards.

## BUDGETARY AND FINANCIAL SUMMARY:

None

#### **STAFF RECOMMENDATION:**

Staff recommends approval of Resolution No. 705-21, accepting the water, gas, street and underground storm drainage improvements of Phase three section three in Pecan Lakes Estates Subdivision, except entrance signage, sewer infrastructure, common areas, detention pond and open channel storm drainage improvements, in the City of Navasota, Texas.

### **ATTACHMENTS:**

1. Resolution No. 705-21

#### RESOLUTION NO. 705-21

A RESOLUTION ACCEPTING THE WATER, GAS, STREET AND UNDERGROUND STORM WATER DRAINAGE IMPROVEMENTS IN PECAN LAKES ESTATES PHASE THREE SECTION THREE, DESCRIBED AS BLOCK 4 LOTS 19-46, BLOCK 5 LOTS 1-30, BLOCK 6 LOTS 1-15, EXCEPT SEWER INFRASTRUCTURE, ENTRANCE SIGNAGE, COMMON AREAS, DETENTION POND AND OPEN CHANNEL STORM DRAINAGE IMPROVEMENTS, IN THE CITY OF NAVASOTA, TEXAS

**WHEREAS**, Pecan Lakes Estates Phase Three Section Three is a seventy-three (73) lot subdivision developed by Hassell Construction, James C. Hassell, President; and

**WHEREAS**, water, gas, street, and underground storm drainage improvements were constructed by the developer; and

**WHEREAS**, said water, gas, street, and underground storm drainage improvements have been offered for dedication to public use forever; and

**WHEREAS,** the water, gas, street, and underground storm drainage improvements have been inspected by the City and found to be constructed in accordance with the City's Standards and Specifications; and

**WHEREAS,** the City of Navasota desires to formally accept the water, gas, street and underground storm drainage improvements of Pecan Lakes Estates Phase Three Section Three, described as BLOCK 4 LOTS 19-46, BLOCK 5 LOTS 1-30, BLOCK 6 LOTS 1-15, except sewer infrastructure, entrance signage, common areas, detention pond and open channel storm drainage improvements;

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

The City of Navasota hereby accepts the water, gas, street, and underground storm drainage improvements of Phase Three Section Three in Pecan Lakes Estates Subdivision, and specifically excepts from acceptance the sewer infrastructure, entrance signage, all common areas, detention pond and open channel storm drainage improvements in the City of Navasota, Texas described as BLOCK 4 LOTS 19-46, BLOCK 5 LOTS 1-30, BLOCK 6 LOTS 1-15 and authorizes the Mayor to execute any necessary documentation.

#### PASSED ON FIRST READING ON THIS THE 13<sup>th</sup> DAY OF DECEMBER, 2021.

ATTEST:

**BERT MILLER, MAYOR** 

SUSIE M. HOMEYER, CITY SECRETARY

# CITY OF NAVASOTA CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8. AGENDA DATE: December 13, 2021

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

# APPROVED BY: BS

**ITEM:** Consideration and possible action on the first reading of Ordinance No. 986-21, amending Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.013 Signs on Public Property, for the purpose of allowing and regulating signs on public property owned or controlled by a governmental entity.

# **ITEM BACKGROUND:**

City staff was directed to draft a sign ordinance amendment to allow for certain governmental signs on public property owned or controlled by a governmental entity. Attached for your review and consideration is a final draft adopting the desired changes.

# **BUDGETARY AND FINANCIAL SUMMARY:**

none

# **STAFF RECOMMENDATION:**

Staff recommends approving the first reading of Ordinance No. 986-21, amending Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.013 Signs on Public Property, for the purpose of allowing and regulating signs on public property owned or controlled by a governmental entity.

# **ATTACHMENTS:**

1. Ordinance No. 986-21

# **ORDINANCE NO.** <u>986-21</u>

AN ORDINANCE OF THE CITY OF NAVASOTA, TEXAS AMENDING CHAPTER 3, ARTICLE 3.06 SIGNS, SECTION 3.06.013 SIGNS ON PUBLIC PROPERTY, OF THE CODE OF ORDINANCES OF THE CITY OF NAVASOTA, TEXAS REGARDING GOVERNMENTAL SIGNS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; FINDING PROPER NOTICE OF MEETING; AND PROVIDING FOR CERTIFICATION OF ADOPTION.

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

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

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

**WHEREAS**, the City Council of the City of Navasota previously adopted certain regulations relating to signs; and

**WHEREAS**, the City Council desires to amend certain regulations applicable to signs; and

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

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

# SECTION 1. FINDINGS INCORPORATED

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

# SECTION 2. AMENDMENTS

Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.013 Signs on public property, of the Code of Ordinances of the City of Navasota is hereby amended to read as follows:

# Sec. 3.06.013 Signs on public property

(A) It is unlawful for any person to erect, maintain or cause to be erected or maintained any sign of any type upon any public property owned or controlled by the City of Navasota, including, but not limited to: public buildings, streets, bridges, sidewalks, easements, or rights-of-way within the city without the prior written approval of the city manager or his designee; provided, however, this section shall not apply to a public employee in the regular course and scope of the employee's employment.

(B) <u>Public facility signs</u>. Signs located on public property owned or controlled by a governmental entity (such as a city, school district, county or other political subdivision) for property identification, public information or notice, or community safety purposes shall be permitted on such public property, notwithstanding any other provision of this article or whether such sign is a principal, separate or secondary use on such public property.

# (a) Required conditions.

(i) Zoning overlay district: Sign area 32 sq. ft. - maximum height 4 ft.

(ii) Within 400 feet of Highway 6: Sign area 64 sq. ft. - maximum height 10 ft.

(iii) All other areas: Sign area - 32 sq. ft. - max height 6 ft.

# SECTION 3. CUMULATIVE EFFECT

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

# SECTION 4. SEVERABILITY CLAUSE

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

# SECTION 5. REPEALER CLAUSE

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

# SECTION 6. EFFECTIVE DATE

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

# SECTION 7. NOTICE OF MEETING

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

# PASSED ON FIRST READING THIS THE 13<sup>th</sup> DAY OF DECEMBER, 2021.

# BERT MILLER, MAYOR

ATTEST:

# SUSIE M. HOMEYER, CITY SECRETARY

PASSED ON SECOND READING THIS THE 10<sup>th</sup> DAY OF JANUARY, 2022.

# **BERT MILLER, MAYOR**

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

# CITY OF NAVASOTA CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9. AGENDA DATE: December 13, 2021

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

# APPROVED BY: BS

**ITEM:** Conduct a public hearing to receive public comment and testimony regarding an application submitted by Serafin Estupinan to the City of Navasota requesting to abandon a twenty foot (20') public alleyway located in Block H of the Park Place Addition, in the City of Navasota, Grimes County, Texas.

# **ITEM BACKGROUND:**

Serafin Estupinan submitted an application to the City of Navasota requesting abandonment of a twenty foot (20') public alleyway located in Block H of the Park Place Addition, in the City of Navasota, Grimes County, Texas. Suddenlink, CenturyLink (Lumen), Entergy and the City of Navasota do not have underground facilities that would be negatively impacted by the closure of the public alleyway.

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 an application submitted by Serafin Estupinan to abandon a twenty foot (20') public alleyway located in Block H of the Park Place Addition, in the City of Navasota, Grimes County, Texas.

# **ATTACHMENTS:**

- 1. Application
- 2. Authorization 1
- 3. Authorization 2
- 4. Deeds
- 5. Meets and Bounds Description of Alleyway
- 6. Property Survey

## APPLICATION TO VACATE A PORTION OF <u>Block</u> <u>H</u>, A PUBLIC STREET/RIGHT-OF-WAY IN THE CITY OF NAVASOTA, TEXAS WITHIN <u>Park 9 lace Add: tion</u> SUBDIVISION Date:

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

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

Address:

Why consent not obtained:

(b) Name:

M

Address:

Why consent not obtained:

(c) Name:

Address:

Why consent not obtained:

(d) Name:

Address:

Why consent not obtained:

- 6. Attached, marked Exhibit 5, are copies of recorded deeds or a title check performed by a title company showing current ownership of all property contiguous to the area proposed to be abandoned.
- 7. Such street or public ROW should be vacated because:
- 8. Such street or public ROW has been and is being used as follows:

Applicant

Address:

626 E Dickson St Navasota TX 77 77868

THE STATE OF TEXAS § COUNTY OF GRIMES § This instrument was acknowledged before me this Sthday of Malendbar 2021, by Serath Extripinan TIFFANY SAMMON Notary Public, State of Texas Comm. Expires 10-14-2024 Notary Public, State of Texas Comm. Expires 10-14-2024 Notary Public, State of Texas

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

34 - C

# Consent of the public utilities

1.	Electric Company:	
2.	Gas Department:	$\checkmark$
3.	Water Department:	$\checkmark$
4.	Sewer Department:	V
5.	Cable Company:	$\checkmark$
6.	Other:	
7.		

\*

Conser	nt of abutting pr	operty owners
1.	Name:	Jain Olm
	Address:	710 Park St. NavasotyTy.
2.	Name:	Hipolito Olvera
	Address:	716 Parks 1 Javasola TX.
3.	Name:	*
	Address:	
4.	Name:	
	Address:	
5.	Name:	
	Address:	<u></u>
6.	Name:	
	Address:	
7.	Name:	
	Address:	
8.	Name:	
	Address:	
9.	Name:	
	Address:	<u></u>
10.	Name:	
	Address:	

. \. · ·

Attached deeds/title check showing ownership of the property

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

Applicant:	
Name: Scrafin Estupinan Jr	
Address: 626 E Dickson St	
Telephone: ( 979 ) 676 - 4913	
Signature:	
Submission Date:	
General Location or Description of Property to be Abandoned:	
	s 10

The following information must accompany the application:

1. . .

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

# RELEASE OF EASEMENT

STATE OF TEXAS

COUNTY OF GRIMES

ORIGINAL GRANTOR: Park Place Addition

ORIGINAL GRANTEE: Entergy Texas, Inc. (Formerly known as Gulf States Utilities Company and Entergy Gulf States, Inc.)

KNOW ALL MEN BY THESE PRESENTS:

THAT for good and valuable consideration, receipt of which is hereby acknowledged, Entergy Texas, Inc., whose permanent mailing address is: Right of Way Department, 9425 Pinecroft Dr., The Woodlands, Texas, 77380, has abandoned, released, relinquished and quitclaimed, and by these presents does abandon, release, relinquish and quitclaim all its rights and privileges in and to that certain Alleyway ROW between Lots 1-6 and 7-12, Block H of Park Place Addition Plat Vol. 72 Pg. 212 as shown on Exhibit "A" in Grimes County, Texas.

Land Owner / Requestor: Serafin Estupinan

Executed this 17 day of September A.D., 2021.

ENTERGY TEXAS , INC. By: 26

Erin Dixon Sr. Right of Way Agent

STATE OF TEXAS

COUNTY OF MONTGOMERY §

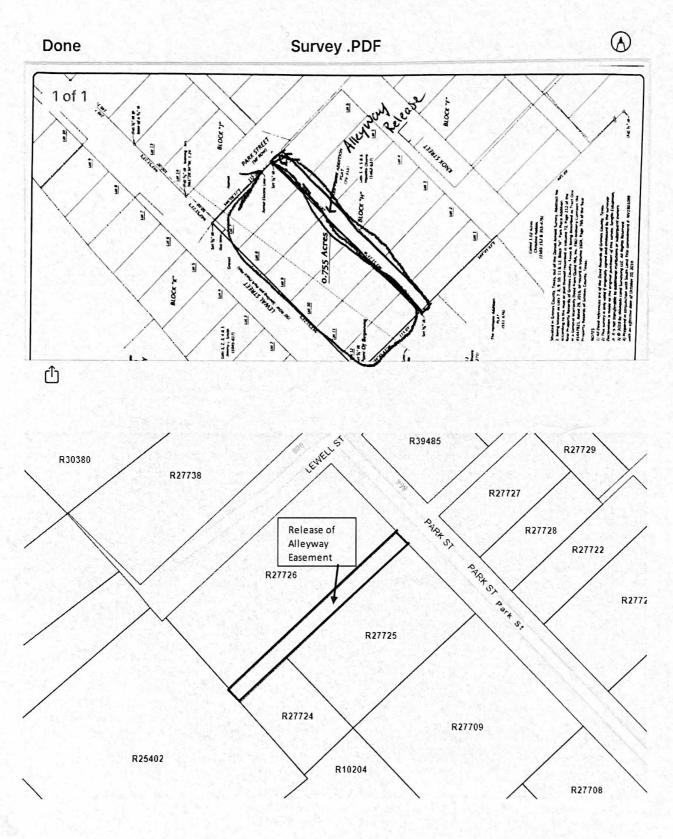
BEFORE ME, the undersigned authority, on this day personally appeared Erin Dixon, Sr. Right of Way Agent, of Entergy Texas, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

S

GIVEN UNDER MY HAND AND SEAL OF OFFICE this <u>17</u> day of <u>September</u>, A.D., 2021. Notary Public in and for the State of Texas

AMY LYNN BURNS Notary Public, State of Texas Comm. Expires 07-27-2024 Notary ID 132589723

After recording return to: Entergy, Right of Way Dept., 9425 Pinecroft, The Woodlands, Texas 77380 Exhibit"A"



Release of Alleyway Easement between lots as shown above Park Place Addition Plat Lots 1-6 and Lots 7-12 Block H On Sep 15, 2021, at 10:33 AM, Davis, Jared M <<u>Jared.M.Davis@lumen.com</u>> wrote:

Good morning Sir,

After reviewing this location it appears as though Lumen does not have facilities within the area of concern. As mentioned during our conversation, service drops are not present in our Landbase system so it will be your responsibility to do your due diligence in calling in a locate ticket to confirm there are no facilities present.

We have no objection with the City releasing/closing the alley way/easement.

Thank you,

Jared M. Davis

Network Implementation Engineer II - Texas 2930 Chestnut Ridge Rd. Kingwood. Texas 77339 tel: 832 777-5199 | cell: 832 418-4456 Jared.M.Davis@lumen.com

From: Carol Picard <<u>Carol.Picard@alticeusa.com</u>> Date: July 21, 2021 at 10:16:43 AM CDT To: serafin estupinan <<u>s.estupinan@yahoo.com</u>> Subject: RE: External E-mail - 807 park street easement closure

Thank you,

All of our cable is street side so we have no objection to you closing the easement between the properties.

Carol Picard Suddenlink<sup>™</sup> An Altice Company Construction Ops Lead Bastop, Brenham, Bryan, Caldwell, College Station, Navasota, Prairie View, & Rockdale, TX Areas Cell 979-807-4224

Carol.Picard@AlticeUSA.com

:

#### WARRANTY DEED

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRIMES

# NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**MIRIAHANNE** CUNNEEN. ("Grantor") of the County of I. That lexas , State of for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND **ESTUPINAN** JR., ("Grantee") of SERAFIN CONVEY unto The following described WasoTa,

real property in Grimes County, Texas, to-wit:

All the lot, tract or parcel of land and being Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block "H" of PARK PLACE ADDITION, lying within the corporate limits of the City of Navasota, Grimes County, Texas, according to the map or plat recorded in Volume 72, page 319 of the Deed Records of Grimes County, Texas.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, reservations, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in Grimes County, Texas, and to all zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON AND THE ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION WARRANTIES EXPRESSLY THE CONTAINED IN REPRESENTATIONS AND PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. {00347952.DOC}

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTOR IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said **SERAFIN ESTUPINAN JR.**, his heirs and assigns, forever; and I do hereby bind myself, my heirs and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said **SERAFIN ESTUPINAN JR.**, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this day of November 2019. HANNE CUNNEEN

AGREED AND ACCEPTED BY:

ESHIVINAN ST SERAFIN ESTUPINAN JR.

THE STATE OF TEKAS COUNTY OF GRIMES HU day of NOLLEMBER This instrument was acknowledged before me on the\_ 2019, by MIRIAHANNE CUNNEEN. Tammi L Pearson Notary Public, State of Texas Comm. Expires 07/31/2023 Notary ID 1067603-9 PIIR State of THE STATE OF COUNTY OF Now This instrument was acknowledged before me on the <u>Hk</u> day of 2019, by SERAFIN ESTUPINAN JR. MARLA CARROLL NOTARY Notary Public, State of Texas ID # 741916-2 **Commission Expires** 01-15-2022

SLT-NV-CUNNEEN-GF#NV1901099-DEED-cmj

{00347952.DOC}



Grimes County Vanessa Burzynski Grimes County Clerk

Instrument Number: 304691

**Real Property Recordings** 

Recorded On: November 12, 2019 01:51 PM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$34.00

## File Information:

Document Number:	304691
Receipt Number:	20191112000037
Recorded Date/Time:	November 12, 2019 01:51 PM
User:	Freddie H
Station:	Clark02

Record and Return To: GUARANTY TITLE CO OF GRIMES COUNTY 6710 STEWART RD STE 300

GALVESTON TX 77551



## STATE OF TEXAS

Grimes County I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Grimes County, Texas

Vanessa Burzynski Grimes County Clerk Grimes County, TX

Vanessa Buzynski

## NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## **Special Warranty Deed**

Hugust 31, 2020 Date:

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

#### **Grantor's Mailing Address:**

City of Navasota P.O. Box 910 Navasota, TX 77868

Grantee: Javier Olvera

## **Grantee's Mailing Address:**

Javier Olvera 710 Park St. Navasota, TX 77868

## **Consideration:**

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

### Property (including any improvements):

Being Lots 1 and 2 in Block H, in the Park Place Addition to the City of Navasota, Grimes County, Texas, being the same property described in a sheriff's deed dated November 4, 1947 from M.S. Brewton, Constable to the City of Navasota, Texas, recorded in Volume 184, Page 607 of the Deed Records of Grimes County, Texas.

#### **Reservations from Conveyance:**

None

#### **Exceptions to Conveyance and Warranty:**

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil

and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of the official records of Grimes County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

City of Navasota, a Texas home-rule municipal corporation

Bert Miller, Mayor

STATE OF TEXAS

COUNTY OF GRIMES

Before me, the undersigned authority, on this day personally appeared Bert Miller, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Navasota, a Texas home-rule municipal corporation, as its Mayor, for the purposes and consideration therein expressed.

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Given under my hand and seal of office this  $\frac{3/54}{7}$  day of  $\frac{44}{7}$ , 20

Notary Public, State of Texas My commission expires:

11-3-2020



## PREPARED IN THE OFFICE OF:

Bovey & Cochran, PLLC 2251 Double Creek Dr., Suite 204 Round Rock, Texas 78664 Tel: (512) 904-9441 Fax: (512) 904-9445

## AFTER RECORDING RETURN TO:

Javier Olvera 710 Park St. Navasota, TX 77868

•

## AFTER RECORDING RETURN A COPY TO:

City of Navasota City Secretary Susie M. Homeyer P. O. Box 910 Navasota, Texas 77868



Grimes County Vanessa Burzynski Grimes County Clerk

Instrument Number: 310336

Real Property Recordings

Recorded On: September 03, 2020 11:37 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$34.00

# \*\*\*\*\*\*\*\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*\*\*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

## File Information:

Document Number:	310336
Receipt Number:	20200903000011
Recorded Date/Time:	September 03, 2020 11:37 AM
User:	Barbara K
Station:	Clerk01

Record and Return To: CITY OF NAVASOTA PO BOX 910

NAVASOTA TX 77868



## STATE OF TEXAS

Grimes County I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Grimes County, Texas

Vanessa Burzynski Grimes County Clerk Grimes County, TX

Vanessa Buzynski

### Vol 1462

637

#### GENERAL WARRANTY DEED

## NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#### THE STATE OF TEXAS

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## KNOW ALL MEN BY THESE PRESENTS:

# COUNTY OF GRIMES

THAT I, **ROBERT STONE**, a single man, of Burleson County, Texas, hereinafter called "Grantor," whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable cash consideration to the undersigned in hand paid, the receipt and sufficiency of which is hereby acknowledged, and for which no lien, either express or implied, is herein retained, have **GRANTED**, **SOLD** and **CONVEYED**, and by these presents do **GRANT**, **SELL**, and **CONVEY**, subject to the exceptions set out below, unto **HIPOLITO OLVERA**, hereinafter called "Grantee," whether one or more, of Grimes County, Texas, whose mailing address is 716 Park Street, Navasota, Texas 77868, all that certain tract or parcel of land lying and being situated in Grimes County, Texas, more fully described as follows, to-wit:

Being all those certain tracts of land situated within the corporate limits of the City of Navasota, Texas, being known as Lots Numbers Three (3), Four (4), Five (5), and Six (6), in Block H, Park Place, sometimes known as Park Place Addition, in said City, according to the Plat thereof recorded in Volume 72, Page 212, Deed Records of Grimes County, Texas;

TOGETHER WITH all improvements thereon and all rights, privileges and appurtenances pertaining thereto, included but not limited to, all of Grantor's right, title and interest in and to water rights, claims and permits, strips and gores, rights of way or easements affecting said real property and Grantor's right to the use of same, all rights and obligations of applicable government programs and cooperative or association memberships.

# THIS CONVEYANCE IS EXPRESSLY MADE AND ACCEPTED SUBJECT TO THE FOLLOWING, TO-WIT:

This conveyance is made subject to all valid and subsisting easements, restrictions, rights of way, conditions, exceptions, reservations, and covenants of whatsoever nature of record, if any, and also the zoning laws and other restrictions, regulations, ordinances and statutes of municipal or other governmental authorities applicable to and enforceable against the above described property.

TO HAVE AND TO HOLD the above described premises, subject to the exceptions set out above, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs and assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, subject however to the exceptions set forth above.

EXECUTED this the  $24^{th}$  day of May, 2013.

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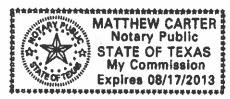
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**ROBERT STONE** 

THE STATE OF TEXAS COUNTY OF GRIMES

This instrument was acknowledged before me on the  $\partial \mathcal{Y}_{M}$  day of  $\mathcal{M}_{A}$ , 2013, by **ROBERT STONE**.

David Pasket, Grimes County Clerk Grimes County



Notary Public, State of Texas



Amount number: 00257544 Amount 20.00 By Ting Schroeder STATE OF TEXAS COUNTY OF GRIMES There on the date and time stamped hereon by we iled on the date and time stamped hereon by we of the named recorded in the volume and page of the named records of 1 Grimes County Stamped hereon by we. Hay 24,2013

ves County May 24,2013 at 03:51P <u>RECORDINGS</u> Ment Number: 0025

# METES AND BOUNDS DESCRIPITION of a 0.132 Acre Tract – 20 ft. Alley, Block "H" Park Place Addition, City of Navasota, Grimes County, Texas November 1, 2021

All that certain tract or parcel of land lying and being situated in Grimes County, Texas, out of the Daniel Arnold Survey, Abstract No. 2, being all of the 20 ft. alley running through Block "H", Park Place Addition according to the map or plat thereof recorded in Volume 72, Page 212 of the Real Property Records of Grimes County, Texas and more fully described by metes and bounds as follows:

**BEGINNING** at a found 5/8 inch iron rod, in a fence line, for the Westerly or Northwest corner of Lot 12 and Block "H", Park Place Addition, the Northwest corner of the tract conveyed to Serafin Estupinan, Jr. (Doc #: 304691), a Westerly corner of Lewal Street (50 ft. ROW) and same being in the Northeast line of Lot 2 of The Hemann Addition (Plat - 551/676) as described in a Deed to David Rivera (553/271), from which a found 3/8" iron rod, at the Northwest side of an 8 inch treated fence corner post, for the Northerly corner of Lot 2 (553/271) and the Southeast corner of a called 1.08 acre tract, more or less, as described in a Deed to Monique Y. Cotton (1381/835) brs. N 44°45'43" W, 9.69 ft.;

THENCE S 44°45′43" E, 115.03 ft., along a portion of the generally fenced and Northeast line of the Hemann Addition (551/676), the Southwest line of said Estupinan tract and the Southwest line of Lot 12 to a found 5/8 inch iron rod for the Southerly or Southwest corner thereof, the Northwest corner of the herein described 20 ft. alley and the **TRUE PLACE OF BEGINNING** of the tract of land herein described;

THENCE N 43°51′23″ E, 287.48 ft., along the Northwest line of said 20 ft. alley to a found 5/8 inch iron rod for the Northerly corner thereof, the Easterly corner of said Estupinan tract, in the Northeast line of Block "H" and same being in the Southwest ROW of Park Street (50 ft. ROW);

THENCE S 46°08'37" E, 20.00 ft., along the Southwest ROW of Park Street and the Northeast line of said 20 ft. alley to a Point for the Northeast corner thereof and same being the Northwest corner of Lot 6 as described in a Deed to Hipolito Olvera (1462/637);

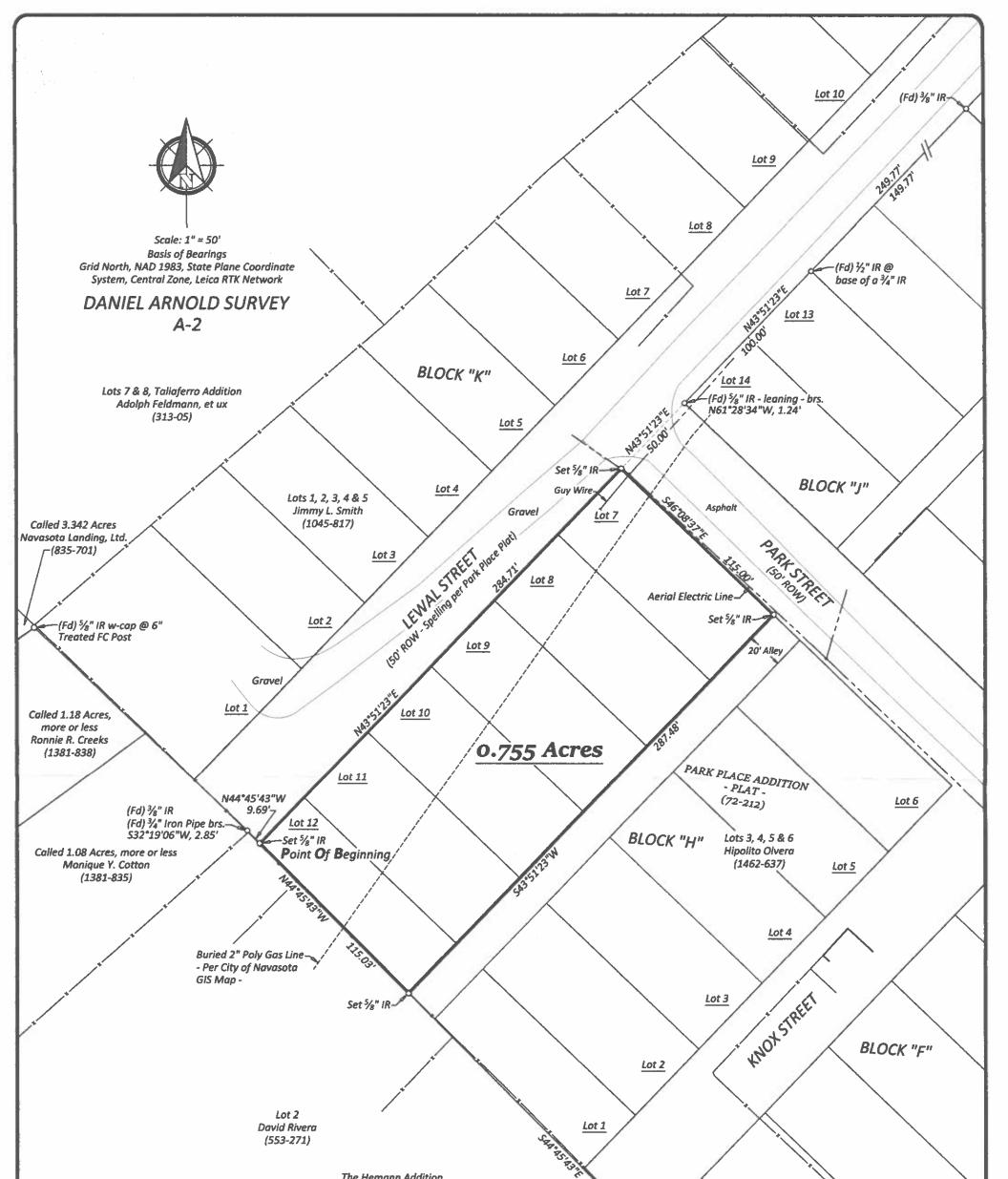
THENCE S 43°51′23″ W, 287.96 ft., along the Southeast line of said 20 ft. alley to a Point for the Southerly corner thereof, in the generally fenced and Southwest line of Block "H" and same being in the Northeast line of the Hemann Addition;, from which a found ½ inch iron rod for the apparent Southerly or Southwest corner of Lot 1, Block "F", Park Place Addition brs. S 44°45′43″ E, 425.48 ft.;

THENCE N 44°45′43″ W, 20.01 ft., along a portion of the Northeast line of said Hemann Addition and the Southwest line of said 20 ft. alley to the **TRUE PLACE OF BEGINNING** and containing 0.132 acre of land.

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

Steven M. Wisnoski 11/01/2021 Registered Professional Land Surveyor State of Texas No. 6006 Job #: 2019-03-26-01





The Hemann Addition - PLAT -(551-676)

> Called 1.02 Acres Christine Nobles (1503-152 & 355-479)

> > 845.49

(Fd) 1/2" IR-

Buyer of Property: Serafin Estupinan, Jr.

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

the Steven M. Wisnoski Date: October 14, 2019 R.P.L.S. 6006 Wisnoski Land Surveying LLC PO Box 1744 Navasota, Texas 77868 936-870-7100 Job #: TBPLS Firm #: 10085300 © 2019-03-26-01

Situated in Grimes County, Texas, out of the Daniel Arnold Survey, Abstract No. 2, being known as Lots 7, 8, 9, 10, 11 & 12, Block "H", Park Place Addition according to the map or plat thereof recorded in Volume 72, Page 212 of the Real Property Records of Grimes County, Texas & being described as Tract One in a General Warranty Deed from Quest IRA, Inc. FBO Anthony Cunneen IRA #1447821, dated 28, 2016, of record in Volume 1604, Page 765 of the Real Property Records of Grimes County, Texas.

#### NOTES:

 All Deed references are of the Deed Records of Grimes County, Texas.
 This survey is only valid if originally signed and embossed by the surveyor. Declaration is made to the original purchaser of this survey, Serafin Estupinan, Jr. It is not transferable to additional institutions or subsequent owners.
 © 2019 by Wisnoski Land Surveying LLC. All Rights Reserved.
 Prepared in conjunction with South Land Title commitment #: NV1901099 with an effective date of October 10, 2019.

# CITY OF NAVASOTA CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10. AGENDA DATE: December 13, 2021

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

# APPROVED BY: BS

**ITEM:** Consideration and possible action on the first reading of Ordinance No. 987-21, approving an application submitted by Serafin Estupinan to the City of Navasota requesting to abandon a twenty foot (20') public alleyway located in Block H of the Park Place Addition, in the City of Navasota, Grimes County, Texas.

# **ITEM BACKGROUND:**

Serafin Estupinan submitted an application to the City of Navasota requesting abandonment of a twenty foot (20') public alleyway located in Block H of the Park Place Addition, in the City of Navasota, Grimes County, Texas. Suddenlink, CenturyLink (Lumen), Entergy and the City of Navasota do not have underground facilities that would be negatively impacted by the closure of this public alleyway.

# **BUDGETARY AND FINANCIAL SUMMARY:**

none

# **STAFF RECOMMENDATION:**

Staff recommends approval of the first reading of Ordinance No. 987-21, approving an application submitted by Serafin Estupinan to the City of Navasota requesting to abandon a twenty foot (20') public alleyway located in Block H of the Park Place Addition, in the City of Navasota, Grimes County, Texas.

# **ATTACHMENTS:**

1. Ordinance No. 987-21

# **ORDINANCE NO.** <u>987-21</u>

# AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A TWENTY FOOT (20') PUBLIC ALLEYWAY; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH ABANDONMENT

**WHEREAS,** the City of Navasota, Texas ("City") owns a twenty-foot (20') wide alleyway as shown on **Exhibit "A";** and

WHEREAS, the City desires to abandon, close, and vacate the alleyway shown on Exhibit "A"; and

**WHEREAS,** the abandonment and closing of the alleyway shown on **Exhibit "A"** will not create an undue burden on traffic; and

**WHEREAS,** the City has no need or use for the alleyway as a public thoroughfare; and

**WHEREAS,** the City Council of the City of Navasota desires to abandon, close, and vacate the alleyway as shown on **Exhibit "A"**, said closure and abandonment being in the best interest of the citizens of Navasota;

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

**PART 1**: That the following described portion of public rights-of-way, to wit: the twenty foot (20') wide alleyway, as shown and described in more detail on **Exhibit "A"**, attached hereto and made a part of this ordinance for all purposes, be, and the same is hereby **ABANDONED**, **VACATED**, and **CLOSED** insofar as the right, title or easement of the public is concerned.

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

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

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

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

**PART 6:** That the Mayor of the City of Navasota is hereby authorized to execute any documents necessary for the conveyance of the public alleyway as shown on **Exhibit "A"** to the adjoining property owners.

# PASSED ON FIRST READING THIS THE 13<sup>th</sup> DAY OF DECEMBER, 2021.

BERT MILLER, MAYOR

ATTEST:

# SUSIE M. HOMEYER, CITY SECRETARY

PASSED ON SECOND READING THIS THE  $10^{TH}$  DAY OF JANUARY, 2022.

**BERT MILLER, MAYOR** 

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY



# METES AND BOUNDS DESCRIPITION of a 0.132 Acre Tract – 20 ft. Alley, Block "H" Park Place Addition, City of Navasota, Grimes County, Texas November 1, 2021

All that certain tract or parcel of land lying and being situated in Grimes County, Texas, out of the Daniel Arnold Survey, Abstract No. 2, being all of the 20 ft. alley running through Block "H", Park Place Addition according to the map or plat thereof recorded in Volume 72, Page 212 of the Real Property Records of Grimes County, Texas and more fully described by metes and bounds as follows:

**BEGINNING** at a found 5/8 inch iron rod, in a fence line, for the Westerly or Northwest corner of Lot 12 and Block "H", Park Place Addition, the Northwest corner of the tract conveyed to Serafin Estupinan, Jr. (Doc #: 304691), a Westerly corner of Lewal Street (50 ft. ROW) and same being in the Northeast line of Lot 2 of The Hemann Addition (Plat - 551/676) as described in a Deed to David Rivera (553/271), from which a found 3/8" iron rod, at the Northwest side of an 8 inch treated fence corner post, for the Northerly corner of Lot 2 (553/271) and the Southeast corner of a called 1.08 acre tract, more or less, as described in a Deed to Monique Y. Cotton (1381/835) brs. N 44°45'43" W, 9.69 ft.;

THENCE S 44°45′43" E, 115.03 ft., along a portion of the generally fenced and Northeast line of the Hemann Addition (551/676), the Southwest line of said Estupinan tract and the Southwest line of Lot 12 to a found 5/8 inch iron rod for the Southerly or Southwest corner thereof, the Northwest corner of the herein described 20 ft. alley and the **TRUE PLACE OF BEGINNING** of the tract of land herein described;

THENCE N 43°51′23″ E, 287.48 ft., along the Northwest line of said 20 ft. alley to a found 5/8 inch iron rod for the Northerly corner thereof, the Easterly corner of said Estupinan tract, in the Northeast line of Block "H" and same being in the Southwest ROW of Park Street (50 ft. ROW);

THENCE S 46°08'37" E, 20.00 ft., along the Southwest ROW of Park Street and the Northeast line of said 20 ft. alley to a Point for the Northeast corner thereof and same being the Northwest corner of Lot 6 as described in a Deed to Hipolito Olvera (1462/637);

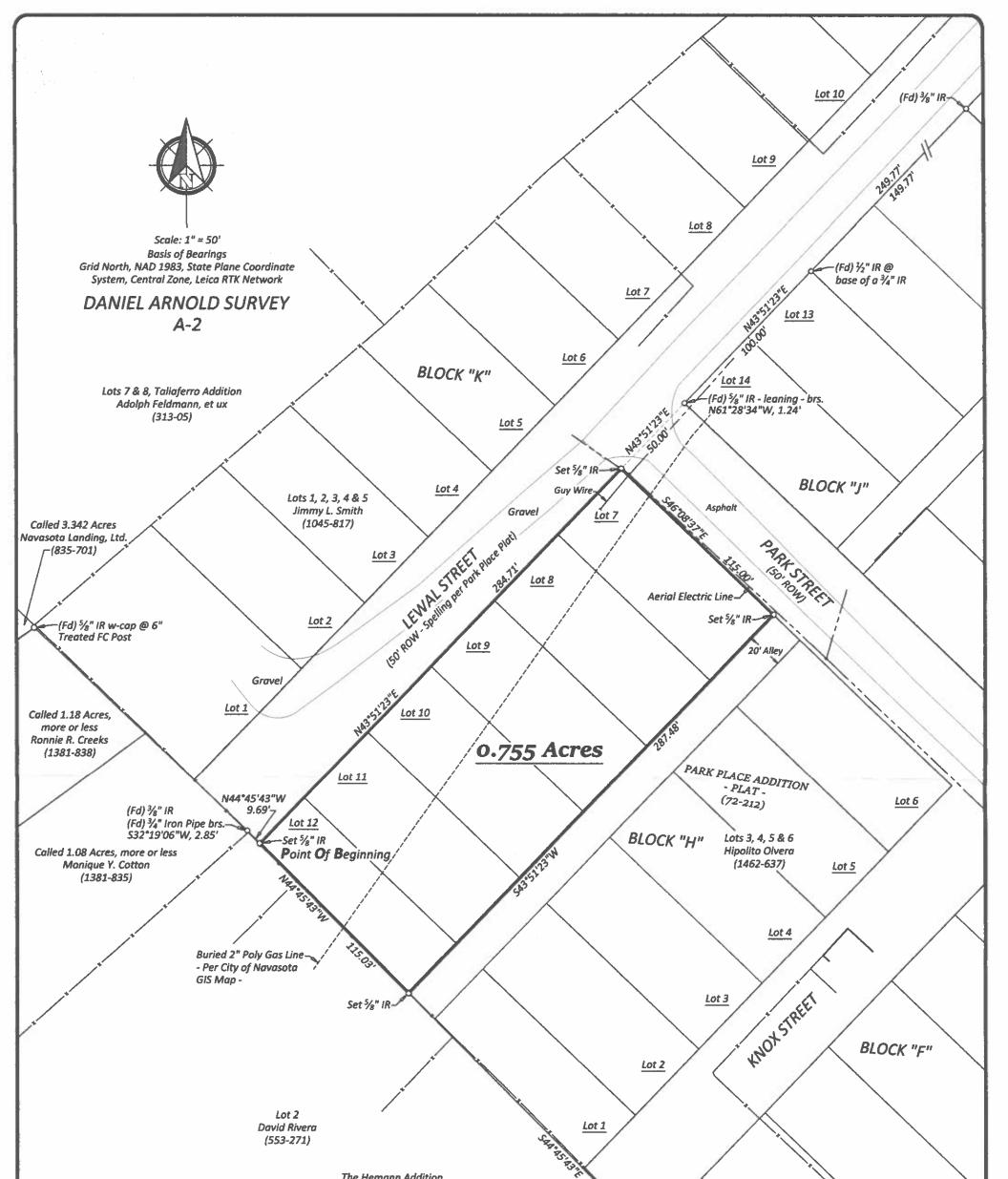
THENCE S 43°51′23″ W, 287.96 ft., along the Southeast line of said 20 ft. alley to a Point for the Southerly corner thereof, in the generally fenced and Southwest line of Block "H" and same being in the Northeast line of the Hemann Addition;, from which a found ½ inch iron rod for the apparent Southerly or Southwest corner of Lot 1, Block "F", Park Place Addition brs. S 44°45′43″ E, 425.48 ft.;

THENCE N 44°45′43″ W, 20.01 ft., along a portion of the Northeast line of said Hemann Addition and the Southwest line of said 20 ft. alley to the **TRUE PLACE OF BEGINNING** and containing 0.132 acre of land.

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

Steven M. Wisnoski 11/01/2021 Registered Professional Land Surveyor State of Texas No. 6006 Job #: 2019-03-26-01





The Hemann Addition - PLAT -(551-676)

> Called 1.02 Acres Christine Nobles (1503-152 & 355-479)

> > 845.49

(Fd) 1/2" IR-

Buyer of Property: Serafin Estupinan, Jr.

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

the Steven M. Wisnoski Date: October 14, 2019 R.P.L.S. 6006 Wisnoski Land Surveying LLC PO Box 1744 Navasota, Texas 77868 936-870-7100 Job #: TBPLS Firm #: 10085300 © 2019-03-26-01

Situated in Grimes County, Texas, out of the Daniel Arnold Survey, Abstract No. 2, being known as Lots 7, 8, 9, 10, 11 & 12, Block "H", Park Place Addition according to the map or plat thereof recorded in Volume 72, Page 212 of the Real Property Records of Grimes County, Texas & being described as Tract One in a General Warranty Deed from Quest IRA, Inc. FBO Anthony Cunneen IRA #1447821, dated 28, 2016, of record in Volume 1604, Page 765 of the Real Property Records of Grimes County, Texas.

#### NOTES:

 All Deed references are of the Deed Records of Grimes County, Texas.
 This survey is only valid if originally signed and embossed by the surveyor. Declaration is made to the original purchaser of this survey, Serafin Estupinan, Jr. It is not transferable to additional institutions or subsequent owners.
 © 2019 by Wisnoski Land Surveying LLC. All Rights Reserved.
 Prepared in conjunction with South Land Title commitment #: NV1901099 with an effective date of October 10, 2019.

# CITY OF NAVASOTA CITY COUNCIL AGENDA

# AGENDA ITEM NO.: 11. AGENDA DATE: December 13, 2021

**PREPARED BY:** Dominque Lowery, Facilities Manager

# APPROVED BY: BS

**ITEM:** Consideration and possible action on a lease agreement between the City of Navasota and the Kiwanis Club of Navasota for the use of the "Old Golf Course Pro Shop" property.

# **ITEM BACKGROUND:**

The Kiwanis Club desires to lease the Premises from the City of Navasota for the purpose of providing scouting program opportunities through Boy Scout Troop 361 for local youth to promote their leadership abilities, character building, good citizenship, outdoor skills, first aid training and similar traits, as well as engaging in community service projects and activities for the benefit of the Navasota community.

# **BUDGETARY AND FINANCIAL SUMMARY:**

# **STAFF RECOMMENDATION:**

Staff recommends approval of the lease agreement between the City of Navasota and the Kiwanis Club of Navasota for the use of the "Old Golf Course Pro Shop" property.

# **ATTACHMENTS:**

1. Agreement

# LEASE AGREEMENT BETWEEN CITY OF NAVASOTA AND THE KIWANIS CLUB OF NAVASOTA, TEXAS

WHEREAS, the City of Navasota, Texas owns the real property and improvements thereon ("Premises") located at \_\_\_\_\_\_, further described as the "Old Golf Course Pro Shop" located in August Horst Park in Navasota, Grimes County, Texas; and

WHEREAS, The Kiwanis Club of Navasota, Texas ("Kiwanis Club") provides valuable services to the City of Navasota and its citizens in the form of providing scouting program opportunities through Boy Scout Troop 361 for local youth to promote their leadership abilities, character building, good citizenship, outdoor skills, first aid training and similar traits, as well as engaging in community service projects and activities for the benefit of the Navasota community; and

WHEREAS, Kiwanis Club desires to lease the Premises from the City of Navasota for the purpose of providing scouting program opportunities through Boy Scout Troop 361 for local youth to promote their leadership abilities, character building, good citizenship, outdoor skills, first aid training and similar traits, as well as engaging in community service projects and activities for the benefit of the Navasota community; Now Therefore,

This Lease Agreement (the "Lease") is made and entered into by and between Kiwanis Club, (hereinafter referred to as "Lessee") and the City of Navasota, a Texas home-rule municipal corporation, as Lessor (hereinafter sometimes referred to as "City").

City, in consideration of the covenants and agreements to be performed by Lessee and upon terms and conditions hereinafter stated, does hereby lease Lessee the Premises, said Premises further described in Exhibit "A" attached hereto and incorporated herein

I.

for all purposes. The Term of this lease shall be for a period of five (5) years, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, provided, however, that City and Lessee shall have the right to terminate this Lease as provide elsewhere herein.

II.

For and in consideration of this lease, upon execution hereof by all parties, Lessee agrees, at its own cost and expense, to make improvements to the Premises having a value of at least \$42,000.00, within twelve (12) months from the effective date of this Lease, said improvements being more particularly described as set forth in Exhibit "A" attached hereto and incorporated herein for all purposes pertinent.

As additional consideration, Lessee agrees that the Premises shall be used for, during the Term, providing scouting program opportunities through Boy Scout Troop 361 for local youth to promote their leadership abilities, character building, good citizenship, outdoor skills, first aid training and similar traits, as well as engaging in community service projects and activities for the benefit of the Navasota community. Lessee hereby accepts the Premises in its "as is" condition. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE. Further, Lessee shall be responsible for any and all improvements to or retrofitting of the Premises as may be required by law for compliance with the Americans with Disabilities Act, as amended, or similar state or federal law, and any regulations promulgated thereunder.

It is also agreed by Lessee that violation of any covenant herein contained shall constitute forfeiture of Lessee's right to occupy the Premises, and City shall be entitled to immediate possession thereof without the necessity of legal proceedings.

City and City's agents and representatives shall have the right to enter upon and inspect the Premises at any reasonable time and after reasonable notice during Lessee's normal business hours, for the purpose of ascertaining compliance with the terms of this lease and/or the condition of the Premises.

#### III.

Lessee shall be responsible for obtaining any necessary utility services for the Premises and agrees to assume all charges in connection therewith.

Lessee shall be responsible for the installation, maintenance and expense of its own telephone service and security system at the Premises.

Lessee shall not permit any mechanic's lien to be placed upon the Land, Building or Premises, caused by or resulting from work performed, materials furnished or obligations incurred by or at the request of Lessee, and in the case of such filing of such lien, Lessee agrees to promptly pay the same or otherwise cause the immediate release of the same.

Lessee shall be responsible for all payment of taxes, if any, levied or assessed against the Premises and/or personal property located thereon, during the Term, as a result of the City and Lessee entering into this Lease.

## IV.

Lessee shall, at its own cost and expense, make all improvements needed to use Premises for providing scouting program opportunities through Boy Scout Troop 361 for local youth to promote their leadership abilities, character building, good citizenship, outdoor skills, first aid training and similar traits, as well as engaging in community service projects and activities for the benefit of the Navasota community.

Lessee shall, at its own cost and expense, keep and maintain all parts of the Premises in as good a condition or better than the condition of the Property at the beginning of the term of this Lease, normal wear and tear excluded, promptly making all necessary repairs and replacements, including but not limited to, windows, interior walls, finish work, floor covering, fixtures, pest extermination and regular removal of trash and debris. Lessee shall be responsible for all maintenance of the Building and Premises, including, but not limited to, plumbing, electrical service, and heating and air conditioning.

Lessee shall not make any improvements to the Premises without the review and approval of the Navasota City Manager, or his designee, which consent shall not be unreasonably withheld or delayed. All such leasehold improvements to be made by Lessee shall be made in a good and workmanlike manner, and in accordance with the plans approved by the Navasota City Manager or his designee.

# V.

Upon termination of this lease by City or Lessee, City and Lessee agree that Lessee may at Lessee's sole expense, remove its trade fixtures, including equipment, provided that such removal shall not impair the structural integrity of the Premises; such determination shall be made by the Navasota City Manager, or his designee acting reasonably, and same shall be binding on the parties hereto: and Lessee shall repair any damages caused by such removal to the reasonable satisfaction of the Navasota City Manager, or his designee. Upon termination of this lease, the Lessee shall vacate the Premises on the last day of the Term, or as otherwise provided herein.

#### VI.

Lessee shall, at Lessee's expense, obtain all governmental licenses and permits necessary for the permitted uses of the Premises and shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises; also promptly comply with all governmental orders and directives for the correction, prevention and abatement of violations, nuisances and hazardous conditions in or upon, or connected with the Premises.

#### VII.

AS A CONDITION HEREOF, LESSEE AGREES TO INDEMNIFY AND DEFEND CITY AGAINST ANY AND ALL CLAIMS FOR INJURIES, DAMAGES, COSTS AND EXPENSE, TO PERSONS OR PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY THE USE, OCCUPANCY OR MAINTENANCE OF THE PREMISES BY LESSEE, OR FROM ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF ANY REPRESENTATIVE, AGENT, INVITEE AND /OR EMPLOYEE OF LESSEE. LESSEE HEREBY AGREES TO DEFEND ANY AND ALL SUITS, CLAIMS, OR CAUSES OF

# ACTION BROUGHT AGAINST CITY ON ACCOUNT OF SAME, AND DISCHARGE ANY JUDGMENT OR JUDGMENTS THAT MAY BE RENDERED AGAINST CITY IN CONNECTION THEREWITH.

#### VIII.

The Lessee shall procure and maintain at its sole cost and expense for the duration of this lease insurance against claims for injuries to persons or damages to property that may arise from or in connection with the use and occupancy of the Premises by the Lessee, and the Lessee's agents, representatives, volunteers, employees or subcontractors. The Lessee's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Lessee's insurance and shall not contribute to it. Further, the Lessee shall include the City as an additional insured under its insurance policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before occupancy of the Premises by the Lessee.

1. Standard Insurance Policies Required:

Commercial General Liability Policy

- 2. General Requirements Applicable to All Policies:
  - (a) General Liability insurance shall be written by a company with a A:VIII or better rating in accordance with the current Best Key Rating Guide.
  - (b) Only Insurance Companies licensed and admitted to do business in the State of Texas will be accepted.
  - (c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
  - (d) "Claims Made" policies will not be accepted.
  - (e) The City of Navasota, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
  - (f) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Navasota.
  - (g) Upon request, certified copies of all insurance policies shall be furnished to the City of Navasota.

- 3. Commercial General liability
  - (a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
  - (b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

4. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- (a) The company is licensed and admitted to do business in the State of Texas.
- (b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance.
- (c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- (d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Navasota.
- (e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

IX.

Lessee shall not assign this lease or sublet the Premises or any part thereof without the prior written consent of City.

Lessee shall not occupy or allow the Premises to be occupied for any business or purpose deemed extra hazardous because of the threat of fire or otherwise, such determination to be made by the Navasota City Manager or his designee.

Х.

In the event the Premises are substantially or totally damaged or destroyed or rendered partially unfit for occupancy by natural disaster, or fire or water damage or other casualty, either party may elect to terminate this Lease.

## XI.

City may, by written notice to Lessee, immediately terminate this lease, notwithstanding the provisions of Article XII herein, if Lessee fails to use the Premises for providing scouting program opportunities through Boy Scout Troop 361 for local youth to promote their leadership abilities, character building, good citizenship, outdoor skills, first aid training and similar traits, as well as engaging in community service projects and activities for the benefit of the Navasota community.

Notwithstanding any other provision herein, Lessee, by written notice to the City, terminate this lease at any time with ninety (90) days' notice.

Additionally, and notwithstanding any other provision herein, City may terminate this lease with one hundred and eighty (180) days notice if the City Council determines that the Premises is necessary for public use or if the City Council decides to sell the Premises. If the City terminates this Lease early based on the above determination or decision to sell, City agrees to reimburse the Lessee for improvements made to the Premises in accordance with the following procedure:

- (a) Each party shall select a representative to negotiate in good faith a fair and reasonable value for any investment made in the Premises by Lessee. Upon agreement of the value, City shall reimburse Lessee that value in the form of cash or other in-kind value.
- (b) If after sixty (60) days, the City and the Lessee cannot agree to a fair value of the improvements, the parties will select a third party, by mutual agreement, to determine the fair value. Representatives of the parties and the third party will review all relevant materials and determine a fair value of the improvements. This value will be binding on both parties.

#### XII.

If either party defaults in the performance of any obligation or covenant herein, the non-defaulting party may enforce the performance of this Lease in any manner provided by law. This Lease may be terminated at the non-defaulting party's discretion if such default continues for a period of thirty (30) days after written notification of such default and of the intention of the non-defaulting party to declare this Lease terminated, provided, however, if the default is not capable of being fully cured within thirty (30) days, the defaulting party shall be allowed the needed additional time to cure the default if (i) the defaulting party begins the cure within the thirty (30) days period, (ii) diligently pursues the cure thereafter until it is fully cured, and has been given advance written approval to proceed by the non-defaulting party. Such notice shall be sent by the nondefaulting party to the party in default. If Lessee, as the defaulting party, has not substantially cured the default within the time period referenced above, this Lease shall terminate. Thereafter, City, if the non-defaulting party, or its agents, shall have the right, without further notice or demand, to enter the Premises and remove all persons and property there from without being deemed guilty of trespass and without waiving any other remedies for arrears of rent or breach of covenant. City or its agents may resume possession of the Premises and relet the same for the remainder of the Term, and/or exercise any other remedy available to the City by law or equity.

## XIII.

City and its agents shall not be liable to Lessee or to Lessee's employees, patrons, visitors, invitees or any other persons for any injury to any such persons or any damage to personal property occurring on the Premises caused by the negligence or conduct of Lessee and/or its employees, agents or volunteers.

#### XIV.

Subject to prior written approval of the Navasota City Manager or his designee, Lessee shall have the right to erect signs on the Premises, provided that Lessee bears the expense of all signs it places on the Premises and the sign(s) conform to the ordinances and regulations of the City of Navasota.

# XV.

Any waiver by City or Lessee of any default or breach of any term, covenant, condition, agreement, provision or stipulation herein contained shall not constitute a waiver of any subsequent default or breach of the same or any other term, covenant, condition, agreement, provision or stipulation hereof.

## XVI.

The Lease agreement constitutes the full and final expression of the agreement between City and Lessee, through the entire Term and it may not be amended except by written instrument signed by both parties.

### XVII.

All notices required under this lease shall be written notices. Any notice or document required or permitted to be delivered herein shall be deemed to be delivered, whether actually received or not, on the third (3<sup>rd</sup>) day after being deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at the addresses set out below, or at such other addresses as they may specify by notice delivered in accordance herewith:

Kiwanis Club

Navasota, Texas 77868

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

## XVIII.

This lease is expressly made subject to the Charter and ordinances of the City of Navasota, and all applicable state and federal laws. Should any legal action be instituted in connection with this lease, legal venue for all purposes shall lie exclusively in Grimes County, Texas.

# XIX.

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

#### XX.

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

## XXI.

City may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

**IN TESTIMONY WHEREOF**, the parties have hereunto set their hands this the \_\_\_\_\_\_day of \_\_\_\_\_\_\_, 2021.

# LESSEE: THE KIWANIS CLUB OF NAVASOTA, TEXAS

# LESSOR: CITY OF NAVASOTA, TEXAS

B	y	:
	-	

Bert Miller, Mayor

# ATTEST:

Printed Name:

By: \_

Title:

# **ATTEST:**

Ву:	
Printed Name:	
Title:	

By: \_\_

Susie Homeyer City Secretary

# CITY OF NAVASOTA CITY COUNCIL AGENDA

# AGENDA ITEM NO.: 12. AGENDA DATE: December 13, 2021

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

# APPROVED BY: BS

**ITEM:** Consideration and possible action on the purchase of a software upgrade from Tyler Technologies.

# **ITEM BACKGROUND:**

Tyler Technologies, Incode has a cloud version upgrade available. We are currently paying \$46,777 in annual maintenance fees for our current server based version. To switch to the cloud based version our maintenance fees would increase by \$22,748 to \$64,065. The cloud version fixes many of the issues that we are facing right now. We would not have to maintain a local server anymore, our server is aging and would need to be replace in the next few years. The cloud based version allows users to login in from anywhere using an IP address. This would allow the staff outside of city hall to have access.

# **BUDGETARY AND FINANCIAL SUMMARY:**

Current annual fees \$46,777

new annual fees \$ 64,065

# **STAFF RECOMMENDATION:**

Staff recommends the purchase of the software upgrade for additional annual fees of \$22,748.

# **ATTACHMENTS:**

1. Tyler Technologies Agreement



# SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

# **SECTION A – DEFINITIONS**

- "Agreement" means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as <u>Schedule 1</u> to <u>Exhibit B</u>.
- "Client" means the City of Navasota, Texas.
- "Data" means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as <u>Exhibit A</u>.



- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as <u>Exhibit B</u>.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- "SaaS Fees" means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as <u>Exhibit C</u>.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as <u>Schedule 1</u> to <u>Exhibit C</u>.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- "Third Party Products" means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable.
- "Tyler" means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean Client.

# SECTION B – SAAS SERVICES

1. <u>Rights Granted</u>. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.



- SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
- 3. <u>Ownership</u>.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 4. <u>Restrictions</u>. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 5. <u>Software Warranty</u>. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
- 6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.



- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official



Attestation of Compliance, which can be found at https://www.tylertech.com/aboutus/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

# SECTION C – PROFESSIONAL SERVICES

- 1. <u>Professional Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
- 2. <u>Professional Services Fees</u>. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
- 3. <u>Additional Services</u>. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
- 4. <u>Cancellation</u>. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
- 5. <u>Services Warranty</u>. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
- 6. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
- 7. <u>Background Checks</u>. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
- 8. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project



deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

- 9. <u>Maintenance and Support</u>. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.2 provide support during our established support hours;
  - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our thencurrent Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.



# SECTION D – THIRD PARTY PRODUCTS

- 1. <u>Third Party Hardware</u>. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
- 2. <u>Third Party Software</u>. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

## 3. Third Party Products Warranties.

- 3.1 We are authorized by each Developer to grant access to the Third Party Software.
- 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
- 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
- 4. <u>Third Party Services</u>. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

## SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

- 1. <u>Invoicing and Payment</u>. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
- 2. <u>Invoice Disputes</u>. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.



# SECTION F - TERM AND TERMINATION

- <u>Term</u>. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
- Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 <u>For Cause</u>. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

# SECTION G - INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

- 1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.



- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

# 2. <u>General Indemnification</u>.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
- 3. <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
- 4. <u>LIMITATION OF LIABILITY</u>. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO



YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

- 5. <u>EXCLUSION OF CERTAIN DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

# SECTION H – GENERAL TERMS AND CONDITIONS

- <u>Additional Products and Services</u>. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
- 2. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
- 3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.



- 4. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
- 5. <u>Nondiscrimination</u>. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
- <u>E-Verify</u>. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
- 7. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
- 8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
- 9. <u>Force Majeure</u>. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
- 10. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
- 11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.



- 12. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
- 13. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
- 14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
- 15. <u>Notices</u>. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
- 16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
- 17. <u>Confidentiality</u>. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.



- 18. <u>Quarantining of Client Data</u>. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
- 19. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 20. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
- 21. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 22. <u>Cooperative Procurement</u>. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
- 23. <u>Socrata Solution Terms</u>. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata SaaS Services Terms of Services, available at <u>https://www.tylertech.com/terms/socrata-saas-services-terms-of-service</u>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
- 24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

## SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	City of Navasota, Texas
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
Address for Notices:	Address for Notices:
Tyler Technologies, Inc.	City of Navasota
One Tyler Drive	PO Box 910
Yarmouth, ME 04096	Navasota, TX 77868
Attention: Chief Legal Officer	Attention: Lance Hall





# Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Quote Expiration: Quote Name: DK Robertson 4/30/22 Incode Cloud-SaaS Flip

Lance Hall
City of Navasota
PO Box 910
Navasota TX 77868-0910
+1 (936) 825-6475

Tyler Annual Software – SaaS

Tyler Annual Software – Saas			
Description	List Price	Discount	Annual
Incode			
Incode Financial Management Suite			
Core Financials	\$ 10,192	\$ O	\$ 10,192
Inventory Control	\$ 2,651	\$ O	\$ 2,651
Positive Pay	\$ 1,336	\$ O	\$ 1,336
Project Accounting	\$ 3,329	\$ O	\$ 3,329
Purchase Orders	\$ 4,430	\$ O	\$ 4,430
Payroll	\$ 6,644	\$ O	\$ 6 <i>,</i> 644
Electronic Time Clock Interface	\$ 663	\$ O	\$ 663
System Software Non SQL	\$ 2,172	\$ O	\$ 2,172
Accounts Receivable	\$ 2,255	\$ O	\$ 2,255
Incode Customer Relationship Management Suite			
Utility CIS System-Water/Gas	\$ 9,745	\$ O	\$ 9,745
Utility Meter Data Sync w/Scheduler	\$ 3,615	\$ O	\$ 3,615
Work Order Asset Maintenance	\$ 3,264	\$ 0	\$ 3,264
Additional Utility Meter-Reader Interface	\$ 884	\$ 0	\$ 884
2021-283309-W9Z5T2			1 of 4

Enhanced Utility Bill Printing		\$ 794	\$ 0 ¢ 0	\$ 794
Forms Overlay Secure Signatures -Unlimited Signatures		\$ 1,083 \$ 653	\$ 0 \$ 0	\$ 1,083 \$ 653
Tel Easy Mobile Service Order API		\$ 5,483	\$ O	\$ 5,483
Incode Community Development Suite				
Cemetery Records		\$ 1,308	\$ O	\$ 1,308
Incode Court Suite				
Criminal Court Case Management		\$ 3,925	\$ O	\$ 3,925
	TOTAL:	\$ 69,524	\$ <b>0</b>	\$ 69,524

Term # of Years:

3

Summary	One Time Fees	<b>Recurring Fees</b>
Total SaaS		\$ 69,524
Total Tyler Services		
Summary Total		\$ 69,524
Contract Total	\$ 69,524	

#### Comments

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Core Financials includes general ledger, budget prep, bank recon, accounts payable.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

• License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.

• Fees for hardware are invoiced upon delivery.

• Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.

• Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.

o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.

o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.

o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <u>https://www.tylertech.com/terms/tyler-saas-services</u>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later. 2021-283309-W9Z5T2

Customer Approval: _	 Date:	
Print Name:	P.O.#:	



# Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing**: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

- <u>SaaS Fees</u>. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
- 2. Other Tyler Software and Services.
  - 2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.2 Implementation and Other Professional Services (including training): Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.



- 2.6 Other Fixed Price Services: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.
- 2.7 Annual Services: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

# 3. Third Party Products.

- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
- 4. <u>Transaction Fees</u>. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.
- 5. <u>Expenses</u>. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
- 6. <u>Credit for Prepaid Maintenance and Support Fees for Tyler Software</u>. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

**<u>Payment</u>**. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting <u>AR@tylertech.com</u>.





# Exhibit B Schedule 1 Business Travel Policy

- 1. Air Travel
  - A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



## 2. Ground Transportation

## A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

## D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

#### 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.



Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at <a href="http://www.gsa.gov/perdiem">www.gsa.gov/perdiem</a>.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

### **Departure Day**

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

#### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

## B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.



5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.





# Exhibit C Service Level Agreement

# I. <u>Agreement Overview</u>

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

*Client Error Incident*: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime*: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

## III. Service Availability

## a. <u>Your Responsibilities</u>

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

## b. <u>Our Responsibilities</u>

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned



Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. <u>Client Relief</u>

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule						
Actual Attainment	Client Relief					
99.99% - 98.00%	Remedial action will be taken					
97.99% - 95.00%	4%					
Below 95.00%	5%					

#### IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.





### Exhibit C Schedule 1 Support Call Process

#### **Support Channels**

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone for urgent or complex questions, users receive toll-free, telephone software support.

\* Channel availability may be limited for certain applications.

#### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website <u>www.tylertech.com</u> for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University online training courses on Tyler products.

#### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

#### **Incident Handling**

#### Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

#### Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets <sup>*</sup>
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.



Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non- critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

<sup>\*</sup>*Response and Resolution Targets may differ by product or business need* 

#### Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

#### Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



#### CITY OF NAVASOTA CITY COUNCIL AGENDA

# AGENDA ITEM NO.: 13. AGENDA DATE: December 13, 2021

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

#### APPROVED BY: BS

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

Consent Items are:

A. Consideration and possible action on the minutes for the month of November 2021; and

B. Consideration and possible action on the expenditures for the month of November 2021.

#### **ITEM BACKGROUND:**

#### **BUDGETARY AND FINANCIAL SUMMARY:**

#### **STAFF RECOMMENDATION:**

Staff recommends approval of the consent agenda items which includes the minutes and expenditures for the month of November 2021.

#### ATTACHMENTS:

- 1. Minutes 11//1/2021 Special
- 2. Minutes 11/8/2021
- 3. Minutes 11/15/2021 Special
- 4. Minutes 11/22/2021
- 5. Minutes 11/29/2021 Special
- 6. Minutes 11/30/2021- Special
- 7. Expenditures for 11/30/2021

#### MINUTES SPECIAL MEETING NOVEMBER 1, 2021

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

Bernie Gessner, Councilmember, Place # 1 Pattie Pederson, Councilmember, Place # 2 Josh M. Fultz, Councilmember, Place # 3 Bert Miller, Mayor, Place # 4 Grant E. Holt, Mayor Pro-Tem, Place # 5

Thus constituting a quorum.

**STAFF PRESENT:** Susie M. Homeyer, City Secretary.

#### VISITORS: None.

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

- 1. Mayor Bert Miller called the meeting to order at 6:00 p.m.
- 2. The invocation and Pledge of Allegiance was dispensed.
- 3. Remarks of visitors: None.

4. The City Council held an Executive Session in accordance with Section 551.074, Texas Government Code - Personnel Matters - Discussion concerning the appointment, employment, evaluation, and duties of a new City Manager, including but not limited to review and discussion of applications/resumes and associated documents received from applicants for the City Manager position, and related issues. The time was 6:01 p.m.

5. The City Council reconvened in open session at 7:05 p.m.

6. There was not any action taken on the appointment, employment, evaluation, and duties of a new City Manager, including but not limited to review and discussion of applications/resumes and associated documents received from applicants for the City Manager position.

7. Mayor Bert Miller adjourned the meeting at 7:05 p.m.

BERT MILER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

#### MINUTES REGULAR MEETING NOVEMBER 8, 2021

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

#### Bernie Gessner, Councilmember, Place # 1 Pattie Pederson, Councilmember, Place # 2 Josh M. Fultz, Councilmember, Place # 3 Bert Miller, Mayor, Place # 4 Grant E. Holt, Mayor Pro-Tem, Place # 5

Thus constituting a quorum.

**STAFF PRESENT:** Susie M. Homeyer, City Secretary; Cary Bovey, Legal Counsel; Jennifer Reyna, Administrative Assistant; Lance Hall, Finance Director; Lupe Diosdado, Development Services Director; Shawn Myatt, Police Chief/Assistant City Manager; Rayna Willenbrink, Economic Development Specialist; Erik Covarrubias, Code Enforcement Specialist; Edwin Sandoval, Heavy Equipment Operator; Jason Katkoski, Fire Chief/EMC; Tiffany Sammon, Librarian; and Crystal Martin, Police Officer.

**VISITORS:** Deborah Richardson, John Henry, Mac Vaughn, Diana Westmoreland, Kelly Hajek, Chris Kehl, Doris Sauls, R. J. Sauls, Barbara Walker, Philip Cox, Connie Clements, Andrew Caclengo, Francisco Ramirez, Curtis Morris, Patsy Morris, Jacqueline Williams, Barbara White, Ella Sheppard, Lois Nix, Demetriar Anderson, Quintesha Garrett and others.

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

1. Mayor Bert Miller called the meeting to order at 6:00 p.m.

2. Invocation was given by Mac Vaughn. The City Council, staff members and visitors then recited the Pledge of Allegiance to the American Flag and the Texas Flag.

3. Remarks of visitors: None.

4. Staff report:

a) Heavy Equipment Operator Edwin Sandoval introduced the new street department employee. Police Chief/Assistant City Manager introduced the new police department employee;

(b) John Henry gave an update on the Capital Improvements Project;

(c) Library Director Tiffany Sammon gave an update on the library;

(d) Economic Development Specialist Rayna Willenbrink gave an update on the Transportation Alternatives Set-Aside (TA) Program;

(e) Economic Development Specialist Rayna Willenbrink gave a department update;

(f) Police Chief/Assistant City Manager Shawn Myatt gave an update on the results for Treats on the Street;

(g) Police Chief/Assistant City Manager Shawn Myatt gave an update on the Arts Council quarterly report for September 30, 2021;

(h) Mayor Bert Miller proclaimed November 14-21, 2021 as Apprentice Week;

(i) There were not any Board and Commission updates; and

(j) Councilmembers and staff informed the audience about upcoming events.

5. A public hearing was held regarding a conditional use permit submitted by Mount Calvary Baptist Church for the property located at 508 Peeples Street, Navasota, Texas 77868. The conditional use permit application requests to allow for the development of a place of worship, a conditional use listed under Article IX R-3: high density, multidwelling unit, residential district. The property affected is legally described as F. L. Woodard, Block 123, Lot 7-15. Mayor Bert Miller opened the public hearing at 6:27 p.m. Ms. Garrett and Barbara Walker spoke in favor of the conditional use permit. With no other comments, Mayor Bert Miller closed the public hearing at 6:34 p.m.

6. Councilmember Bernie Gessner moved to approve the first reading of Ordinance No. 982-21, approving a conditional use permit application submitted to the City of Navasota by Mount Calvary Baptist Church for the property located at 508 Peeples Street, Navasota, Texas, Grimes County, Texas 77868. The conditional use permit application requests to allow for the development of a place of worship, a conditional use listed under Article IX R-3: high density, multi-dwelling unit, residential district. The property affected is legally described as F. L. Woodard, Block 123, Lot 7-15, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.

7. A public hearing was held on an order to repair or demolish the structures located at 716 E. Washington Avenue, Navasota, Texas 77868. Multiple violations per the City's substandard building ordinance was found. Mayor Bert Miller opened the public hearing at 6:38 p.m. Patsy Morris and her son Curtis Morris addressed the City Council about the property. With no other comments from the public, Mayor Bert Miller closed the public hearing at 7:01 p.m.

8. Mayor Pro-Tem Grant Holt moved to give the owners of 716 E. Washington ninety (90) days to come back to the City Council with a plan of action for the property, and during that time, keep the property as attractable as possible, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.

9. Councilmember Bernie Gessner moved to approve Amendment No. 2 to the November 5, 2019 Agreement for General Services Thoroughfare Plan Update for Strand Associates, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried. 10.Councilmember Josh Fultz moved to approve the Thoroughfare Plan Update and the Pedestrian and Bicycle Plan, seconded by Councilmember Bernie Gessner and with each Councilmember voting AYE, the motion carried.

11.Councilmember Bernie Gessner moved to approve the contract with Brannon Industrial Group and Brand It Graphix for event planning services for the 2022 Texas Birthday Bash in the amount of \$34,625.00, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.

12.Mayor Pro-Tem Grant Holt moved to approve Resolution No. 703-21, regarding a financing agreement for the purpose of procuring heavy equipment, vehicle and related equipment and a fire truck, seconded by Councilmember Pattie Pederson and with each Councilmember voting AYE, the motion carried.

13.Councilmember Josh Fulb moved to accept the contract with Paragon Roofing to replace the roof at the Navasota Center in the amount of \$83,495.50, seconded by Councilmember Bernie Gessner and with each Councilmember voting AYE, the motion carried.

14.Councilmember Josh Fultz moved to approve the first reading of Ordinance No. 98321, approving the 2021 appraisal roll with tax amounts to constitute the 2021 tax roll for the Brazos County portion for the City of Navasota, seconded by Councilmember Bernie Gessner and with each Councilmember voting AYE, the motion carried.

15.Councilmember Josh Fultz moved to approve the first reading of Ordinance No. 98421, approving the 2021 appraisal roll with tax amounts to constitute the 2021 tax roll for the Grimes County portion for the City of Navasota, seconded by Councilmember Bernie Gessner and with each Councilmember voting AYE, the motion carried.

16.Councilmember Bernie Gessner moved to approve Resolution No. 704-21, casting ballot for the Grimes County Appraisal District Board of Directors Election for 2022-2023 with all 229 votes for Kathleen Terrell, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.

17. Diana Westmoreland and Mac Vaughn addressed the City Council about the vacancy on the Navasota Housing Authority Board. Diana Westmoreland was also in support of Carol Garnett becoming a member. Councilmember Bernie Gessner moved to appoint Clarence Lewis, Jr. to the Keep Navasota Beautiful Commission, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.

Mayor Bert Miller moved to appoint Carol Garnett to the Navasota Housing Authority, seconded by Councilmember Pattie Pederson and with each Councilmember voting AYE, the motion carried.

18.Councilmember Bernie Gessner moved to approve the consent agenda items which include the minutes and expenditures for the month of October 2021 and the second reading of Ordinance No. 980-21, approving a voluntary annexation request submitted by James C. Hassell for a 31.79 acre tract of land and a 31.76 acre tract of land in the

James J. Whiteside Survey, A-62, Navasota, Grimes County, Texas and with each Councilmember voting AYE, the motion carried.

19. Mayor Bert Miller adjourned the meeting at 7:37 p.m.

BERT MILER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

#### MINUTES SPECIAL MEETING NOVEMBER 15, 2021

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

#### Bernie Gessner, Councilmember, Place # 1 Josh M. Fultz, Councilmember, Place # 3 Bert Miller, Mayor, Place # 4 Grant E. Holt, Mayor Pro-Tem, Place # 5

#### (Pattie Pederson, Councilmember, Place # 2 was absent)

Thus constituting a quorum.

**STAFF PRESENT:** Susie M. Homeyer, City Secretary.

#### VISITORS: None.

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

1. Mayor Bert Miller called the meeting to order at 6:00 p.m.

2. The City Council held an Executive Session in accordance with Section 551.074, Texas Government Code - Personnel Matters - Discussion concerning the appointment, employment, evaluation, and duties of a new City Manager, including but not limited to review and discussion of applications/resumes and associated documents received from applicants for the City Manager position, and related issues. The time was 6:01 p.m.

3. The City Council reconvened in open session at 7:44 p.m.

4. There was not any action taken on the appointment, employment, evaluation, and duties of a new City Manager, including but not limited to review and discussion of applications/resumes and associated documents received from applicants for the City Manager position.

5. Mayor Bert Miller adjourned the meeting at 7:44 p.m.

BERT MILER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

#### MINUTES REGULAR MEETING NOVEMBER 22, 2021

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

#### Bernie Gessner, Councilmember, Place # 1 Pattie Pederson, Councilmember, Place # 2 Josh M. Fultz, Councilmember, Place # 3 Bert Miller, Mayor, Place # 4 Grant E. Holt, Mayor Pro-Tem, Place # 5

Thus constituting a quorum.

STAFF PRESENT: Jennifer Reyna, Interim Utility Director; Officer Gochnour;

**VISITORS:** R. J. Sauls, Connie Clements, Doris Sauls, Deborah Richardson, Audrey Sauls, Shon Mangum, Archie Sauls, Mac Vaughn and A. Hoskins.

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

1. Mayor Bert Miller called the meeting to order at 6:00 p.m.

2. Invocation was given by Mac Vaughn. The City Council, staff members and visitors then recited the Pledge of Allegiance to the American Flag and the Texas Flag.

3. Remarks of visitors: Archie Sauls addressed the City Council about the Wastewater Treatment Plant.

4. Staff report:

a) Interim Utility Director Jennifer Reyna gave an update on the airport.

(b) Mayor Pro-Tem Grant Holt gave an update on the latest Planning and Zoning meeting; and

(c) Councilmembers and staff informed the audience about upcoming events.

5. Councilmember Bernie Gessner moved to approve the consent agenda items which include the (a) the second reading of Ordinance No. 982-21, approving a conditional use permit application submitted to the City of Navasota by Mount Calvary Baptist Church for the property located at 508 Peeples Street, Navasota, Texas, Grimes County, Texas 77868. The conditional use permit application requests to allow for the development of a place of worship, a conditional use listed under Article IX R-3: high density, multi-dwelling unit, residential district. The property affected is legally described as F. L.

Woodard, Block 123, Lot 7-15; (b) the second reading of Ordinance No. 983-21, approving the 2021 appraisal roll with tax amounts to constitute the 2021 tax roll for the Brazos County portion for the City of Navasota; and (c) the second reading of Ordinance No. 984-21, approving the 2021 appraisal roll with tax amounts to constitute the 2021 tax roll for the Grimes County portion for the City of Navasota, seconded by Councilmember Josh Fultz and with each Councilmember voting AYE, the motion carried.

6. The City Council met in Executive Session as permitted by Section 551.074, Texas Government Code – Personnel Matters – Discussion concerning the appointment, employment, evaluation and duties of a new City Manager, including but not limited to review and discussion of applications/resumes and associated documents received from applicants for the City Manager position, and related issues. The time was 6:22 p.m.

7. The City Council reconvened in open session at 7:44 p.m.

8. The City Council did not take any action on the appointment, employment, evaluation and duties of a new City Manager, and related issues.

9. Mayor Bert Miller adjourned the meeting at 7:46 p.m.

**BERT MILER, MAYOR** 

**ATTEST:** 

#### SUSIE M. HOMEYER, CITY SECRETARY

#### MINUTES SPECIAL MEETING NOVEMBER 29, 2021

The City Council of the City of Navasota, Grimes County, Texas met at the City Council Chambers, Room No. 161, located at 200 E. McAlpine Street at 10:00 a.m., Navasota, Texas on the above date with the following being present:

Bernie Gessner, Councilmember, Place # 1 Pattie Pederson, Councilmember, Place # 2 Josh M. Fultz, Councilmember, Place # 3 Bert Miller, Mayor, Place # 4 Grant E. Holt, Mayor Pro-Tem, Place # 5

Thus constituting a quorum.

**STAFF PRESENT:** Susie M. Homeyer, City Secretary.

VISITORS: None.

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

1. Mayor Bert Miller called the meeting to order at 10:00 a.m.

2. The City Council held an Executive Session in accordance with Section 551.074, Texas Government Code - Personnel Matters - Discussion concerning the appointment, employment, evaluation, and duties of a new City Manager, including but not limited to review and discussion of applications/resumes and associated documents received from applicants for the City Manager position, interviews with City Manager candidates, and related issues. The time was 10:01 a.m.

3. The City Council reconvened in open session at 11:54 a.m.

4. There was not any action taken on the appointment, employment, evaluation, and duties of a new City Manager, including but not limited to review and discussion of applications/resumes and associated documents received from applicants for the City Manager position, interviews with City Manager candidates, and related issues.

5. Mayor Bert Miller adjourned the meeting at 11:54 a.m.

BERT MILER, MAYOR

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

#### MINUTES SPECIAL MEETING NOVEMBER 30, 2021

The City Council of the City of Navasota, Grimes County, Texas met at the City Council Chambers, Room No. 161, located at 200 E. McAlpine Street at 11:00 a.m., Navasota, Texas on the above date with the following being present:

Bernie Gessner, Councilmember, Place # 1 Pattie Pederson, Councilmember, Place # 2 Josh M. Fultz, Councilmember, Place # 3 Bert Miller, Mayor, Place # 4 Grant E. Holt, Mayor Pro-Tem, Place # 5

Thus constituting a quorum.

**STAFF PRESENT:** Susie M. Homeyer, City Secretary.

#### VISITORS: None.

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

1. Mayor Bert Miller called the meeting to order at 11:00 a.m.

2. The City Council held an Executive Session in accordance with Section 551.074, Texas Government Code - Personnel Matters - Discussion concerning the appointment, employment, evaluation, and duties of a new City Manager, including but not limited to review and discussion of applications/resumes and associated documents received from applicants for the City Manager position, interviews with City Manager candidates, and related issues. The time was 11:01 a.m.

The City Council recessed for lunch at 1:15 p.m.

The City Council reconvened after lunch at 2:29 p.m.

3. The City Council reconvened in open session at 4:20 p.m.

4. Councilmember Josh Fultz moved to authorize the Mayor to negotiate a contract with the candidate for City Manager as discussed in Executive Session

and report back to the City Council, seconded by Councilmember Patti Pederson and with each Councilmember voting AYE, the motion carried.

5. Mayor Bert Miller adjourned the meeting at 4:23 p.m.

**BERT MILER, MAYOR** 

ATTEST:

SUSIE M. HOMEYER, CITY SECRETARY

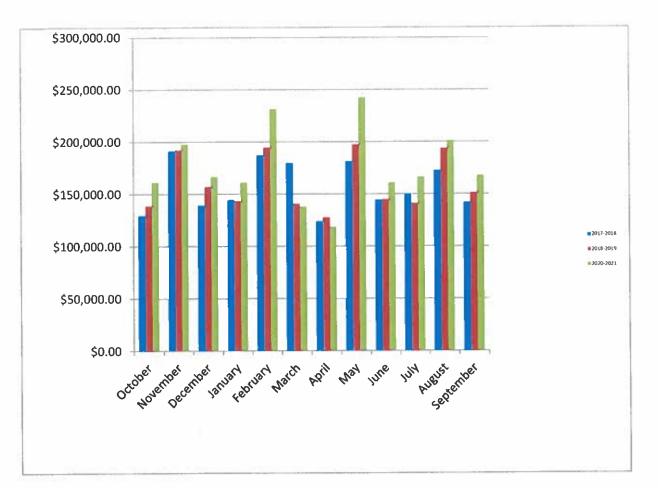
### MONTHLY BUDGET SUMMARY AS OF NOVEMBER 2021

FUND	REV BUDGET	YTD REV	% BUD	EXP BUDGET	YTD EXP	% BUD	BALANCE
General	\$ 12,775,264.00	\$ 1,297,271.06	10%	\$ 12,775,262.00	\$ 1,410,646.29	11%	(\$113,375.23)
Water	\$ 2,123,000.00	\$ 402,467.26	19%	\$ 2,123,000.00	\$ 418,910.77	20%	(\$16,443.51)
Utility Cap IMP	\$ 410,000.00	\$ 62,855.16	15%	\$ 410,000.00	\$ 169,708.25	41%	(\$106,853.09)
Gas	\$ 2,772,000.00	\$ 419,095.65	15%	\$ 2,772,000.00	<b>\$</b> 1,117,760.91	40%	(\$698,665.26)
Sewer	\$ 2,147,500.00	\$ 274,235.51	13%	\$ 2,147,500.00	\$ 400,718.58	19%	(\$126,483.07)
cemetery perm	\$ 3,000.00	\$ 908.22	0%	\$ 3,000.00	\$ -	0%	\$908.22
cemetery oper	\$ 65,000.00	\$ 11,420.22	18%	\$ 65,000.00	\$	0%	\$11,420.22
Grant Fund	\$ 3,558,500.00	\$ 75.00	0%	\$ 3,558,500.00	\$ 61,037.50	2%	(\$60,962.50)
Hotel Occupancy	\$ 141,000.00	\$ 27,867.31	20%	\$ 141,000.00	\$-	0%	\$27,867.31
Bond Fund	\$ 1,250,143.00	\$    540,105.26	43%	\$ 1,250,143.00	\$ 1,479,413.79	118%	( <u>\$939,308.53</u> )
GRAND TOTAL							
	<u>\$ 21,276,907.00</u>	<u>\$ 2,973,370.49</u>	<u>14%</u>	<u>\$ 21,276,905.00</u>	<u>\$ 4,827,450.34</u>	<u>23%</u>	<u>(\$943,546.85)</u>
Capital Projects	\$ 10,000,000.00	\$ 3,331.59	0%	\$ 10,000,000.00	\$-	0%	\$3,331.59
EDC	\$ 691,500.00	\$ 36,091.29	5%	\$ 691,500.00	\$ 143,955.00	21%	(\$107,863.71)
Foundation	\$ 5,500.00	\$ 5,018.06	91%	\$ 5,500.00	\$-	0%	\$5,018.06

#### CITY SALES TAX COLLECTED 2003 % CHANGE 2002 36.98% \$60,231.50 \$82,508.01 October -13.60% \$83,976.74 November \$97,195.18 22.42% \$72,545.84 December \$59,257.49 \$58,119.26 2004 \$60,641.33 4.34% 2003 January 41.02% \$99,868.40 \$140.830.97 February 3.85% \$59,110.36 March \$56,920.19 13.06% \$59,601.16 April \$52,715.38 \$93,187.99 -4.06% \$97,134.29 May 6.90% \$67,470.38 \$72,126.33 June \$73,770.06 -15.21% \$87,004.41 July \$100.175.34 11.43% \$89,898.56 36181.86 August \$70,583.01 1.80% \$69,332.88 September One Payment Total \$895,147.92 Total \$969.057.14 8.26% 2004 2005 19.56% October \$62.219.34 \$74,388.30 10.28% \$118.096.69 \$107.090.07 November 13.01% \$70,455.29 \$62.346.50 December 18.30% 2006 \$73,136.08 2005 Januarv \$61,823.41 \$125,360.31 13.09% February \$110,849.83 \$82,316.78 30.01% \$63,315.64 March \$66,239.58 \$71,268.19 7.59% April 57.06% May \$77,950.86 \$122,426.67 \$88,372.86 27.51% \$69,309.09 June 16.78% \$91,623.29 \$78,455.80 one payment July from audit \$134,247.76 -5.80% \$142,517.72 August \$75,008.38 60.84% September \$120,642.76 19.98% \$1,172,334.98 \$977.126.22 Total Total 2007-2008 2006-2007 \$92,207.92 October \$105,594.65 14.52% October 7.60% November \$128,463.35 November \$138,221.46 \$95,352.67 -35.62% \$148,107.22 December 68846.03 December 5.79% \$103,674.95 **One Payment** January \$98,001.54 January \$153,108.96 17.83% February \$129,940.36 2007 February 34.41% \$67,673.23 March \$90,958.40 March \$88,298.98 3.82% \$85,046,47 April April \$122,617.04 -3.70% \$127,322.62 Mav May \$108,382.73 34.75% \$80,430.75 June June -1.69% \$95,997.18 July \$94,376.76 July 2.13% \$129,739.03 August \$132,500.76 August 7.96% September \$104,131.58 September \$112,421.04 4.54% \$1,345,508.40 Total \$1.287.061.25 Total 1,300,000 budget 2009-2010 2008-2009 -19.04% October \$81,819.63 \$101,055.81 October November \$128,437.38 -11.70% \$145,460.03 November \$127,177.65 December \$103,713.32 -18.45% December Januarv \$81,299.87 -30.05% 2009 January \$116,221.98 \$136,370.69 -5.26% \$143,942.75 February February \$88,208.48 8.45% \$81,334.57 March March April \$313,498.55 268.17% \$85,150.06 April \$138,856.23 \$157,571.50 13.48% May Mav 14.46% \$104,952.13 \$91,690.63 June June 11.23% \$105,197.55 \$94,574.59 July July \$145,374.50 18.03% \$123,167.44 August August \$102,198.27 15.50% September \$88,483.18 September \$1,337,114.92 Total \$1,548,641.87 Total 1,300,000 budget 1,300,000 budget 2011-2012 2010-2011 \$105,514.91 8.59% October 18.76% October \$97,167.16 \$146,477.37 0.68% \$145,493.01 November 13.28% November \$100.235.24 2.94% -6.11% December \$97,371.99 December \$91,626.93 January \$101.415.55 10.68% 12.70% January

3.86%	February	\$141,628.41	February	\$152,313.48	7.54%
15.23%	March	\$101,638.25	March	\$95,131.04	-6.40%
-69.16%	April	\$96,694.83	April	\$106,108.07	9.73%
-10.24%	May	\$141,433.87	May	\$241,177.31	70.52%
2.39%	June	June \$107,461.48		\$133,094.13	23.85%
-8.60%	July	\$96,147.48	July	\$111,212.87	15.67%
-4.64%	August	\$138,636.18	August	\$162,712.81	17.37%
10.54%	September	\$112,973.62	September	\$164,459.01	45.57%
	Total	\$1,368,273.21	Total	\$1,619,851.79	
	budget	1,300,000	budget	1,300,000	
		2-2013	-	2013-2014	
23.92%	October	\$130,751.29	October	\$127,920.59	-2.16%
22.88%	November	\$179,985.94	November	\$167,496.65	-6.94%
39.77%	December	\$140,097.88	December	\$129,835.47	-7.33%
27.66%	January	\$129,465.53	January	\$117,689.31	-9.10%
16.61%	February	\$177,618.45	February	\$171,138.60	-3.65%
33.66%	March	\$127,152.24	March	\$126,258.28	-0.70%
31.37%	April	\$139,389.00	April	\$104,970.63	-24.69%
-32.02%	May	\$163,961.37	Мау	\$178,453.62	8.84%
1.96%	June	\$135,701.15	June	\$152,395.93	12.30%
26.60%	July	\$140,797.57	July	\$159,074.01	12.98%
-0,11%	August	\$162,531.65	August	\$160,598.36	-1.19%
-11.46%	September	\$145,605.80	September	\$155,320.68	6.67%
	Total	\$1,773,057.87	Total	\$1,751,152.13	
	budget	1,350,000	budget	1,500,000	
	2014	4-2015		2015-2016	
3.15%	October	\$131,953.61	October	\$156,106.14	18.30%
12.63%	November	\$188,656.68	November	\$203,455.39	7.84%
10.89%	December	\$143,977.92	December	\$153,783.75	6.81%
2.24%	January	\$120,321.92	January	\$130,009.23	8.05%
7.26%	February	\$183,568.36	February	\$196,285.32	6.93%
8.21%	March	\$136,620.95	March	\$154,934.85	13.40%
18.83%	April	\$124,731.89	April	\$170,423.77	36.63%
3.11%	May	\$184,007.42	May	\$237,620.06	29.14%
-4.74%	June	\$145,179.41	June	\$158,927.20	9.47%
-16.07%	July	\$133,505.66	July	\$149,324.96	11.85%
15.62%	August	\$185,682.43	August	\$218,551.90	17.70%
-2.01%	September	\$152,192.98	September	\$164,250.46	7.92%
	Total	\$1,830,399.23	Total	\$2,093,673.03	
	budget	1,600,000	budget	1,600,000 2017-2018	
44.000/		6-2017	October	\$129,374.18	-25.40%
11.09%	October	\$173,421.01	November	\$191,101.63	-20.40%
-4.26%	November	\$194,791.82 \$204,822,55	December	\$139,341.25	-31.97%
33.19%	December	\$204,822.55 \$176,245.32	January	\$144,286.24	-18.13%
35.56%	January February	\$205,787.56	February	\$187,205.31	-9.03%
4.84%	March	\$162,528.61	March	\$179,621.37	10.52%
4.90%		\$137,955.37	April	\$123,904.17	-10.19%
-19.05% -16.99%	April May	\$197,240.92	May	\$181,202.21	-8.13%
-0.49%	June	\$158,154.36	June	\$144,274.81	-8.78%
-0.49% 11.08%	July	\$165,869.57	July	\$149,328.40	-9.97%
-19.39%	August	\$176,183.78	August	\$172,531.85	-2.07%
-1.53%	September	\$161,733.55	September	\$141,758.88	-12.35%
-1.5570	Total	\$2,114,734.42	Total	\$1,883,930.30	
	budget	1,900,000	budget	2,000,000	
	buuyer	.,000,000	200301	_,	

	2018	3-2019		2019-202	0
7.23%	October	\$138,722.41	October	\$142,932.21	3.03%
0.50%	0.50% November \$192		November	\$179,825.74	-6.37%
12.57%	December	\$156,856.11	December	\$147,204.90	-6.15%
-0.81%	January	\$143,121.61	January	\$140,456.62	-1.86%
3.80%	February	\$194,322.95	February	\$183,606.42	-5.51%
-21.81%	March	\$140,452.34	March	\$133,943.33	-4.63%
2.76%	April	\$127,322.36	April	\$153,344.34	20.44%
8.92%	May	\$197,359.24	Мау	\$198,864.78	0.76%
0.21%	June	\$144,577.89	June	\$150,151.95	3.86%
-5.58%	July	\$140,994.11	July	\$160,877.64	14.10%
12.28%	August	\$193,717.25	August	\$207,971.04	7.36%
6.67%	September	\$151,217.75	September	\$155,141.73	2.59%
	Total	\$1,920,716.57	Total	\$1,954,320.70	
	budget	1,900,000	budget	2,000,000	_
	2020	0-2021		2021-202	
12.90%	October	\$161,367.18	October	\$172,724.07	7.04%
9.90%	November	\$197,633.83	November	\$229,261.96	16.00%
13.17%	December	\$166,585.45	December		-100.00%
14.82%	January	\$161,278.06	January		-100.00%
26.01%	February	\$231,369.13	February		-100.00%
2.89%	March	\$137,816.28	March		-100.00%
-22.80%	April	\$118,387.57	April		-100.00%
21.88%	May	\$242,383.94	May		-100.00%
6.97%	June	\$160,615.28	June		-100.00%
3.22%	July	\$166,065.78	July		-100.00%
-3.34%	August	\$201,014.87	August		-100.00%
7.98%	September	\$167,523.57	September		-100.00%
	Total	\$2,112,040.94	Total	\$401,986.03	
	budget	1,900,000	budget	2,000,000	



SELLER: Symmetry Energy Solutions, LLC 9811 Katy Freeway Suite 1400 Houston, TX 77024 Customer Service: Contact: Sales Support Email: Sales.Support@SymmetryEnergy.com Phone: (800) 495-9880 Accountant: Contact: Hillary.mack@symmetryenergy.com Phone: (281) 915-6091 Fax: (713) 983-2643	BUYER: City of Navasota, Texas PO Box 910 Navasota, TX 77868 Invoice Attention List: Contact: Finance Direct Ernait: Ihall@navasota Contact: Jeff Greer Ernait: jgreer@navasot	or Ibc.gov	Remit To: Symmetry Energy Solutions, LLC Payment by Wire Transfer to: JP Morgan Chase Bank Houston, Texas ABA #: 021000021 Acct #: 100080578 Payment by ACH to: JP Morgan Chase Bank Houston, Texas ABA #: 111000614 Acct #: 100080578 Mail all other remittances to: Chase Lockbox P.O. Box 301149 Dallas, TX 75303-1149		Sale Invo Due Ame Acco Svc.	es Invoice pice #: pice Date: p Date: poice date: po	1225120 11/23/21 12/03/21 \$2,949.07
Deal Num Description	Buy / Sell Pipe	line Location	Delivery Period	Start/End Dates	Price (\$/MMBtu)	Volume (MMBtu)	Amount (\$)
URRENT DELIVERY PERIOD - OCT-21							
as Sales							
0630722 Natural Gas Sales	Sell APT	Navasota	Oct-21	1 31	5.8410	4,743	\$27,703.86
0630722 Undertake	Sell APT	Navasota	Oct-21	1 31	5.2666	(4,743)	\$(24,979.55)
x				1012	Tor Gas Sales.	0	\$2,724.31
Tax-Sales	APT	Navasota	Oct-21				\$224.76
					Total for Tax:		\$224.76
			Total for	Current De	livery Period:		\$2,949.07
				TOTAL AM	OUNT DUE:		\$2,949.07

Our Corporate Headquarters has moved.

Please note, our remit to address and banking information listed on this invoice is NOT changing.

Our Corporate Headquarters' physical location is now 9811 Katy Freeway, Suite 1400, Houston, TX 77024

For more details, please visit our customer portal at https://symmetrvenergy.com/portal

In the absence of a fully executed contract between Buyer and Seller, this invoice represents an agreement that incorporates by reference the terms of the North American Energy Standards Board, Inc. (NAESB) Base Contract for Sale and Purchase of Natural Gas, choosing all default elections, with Texas as the choice of law.



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					Page:	Page 1 of 1
BILL TO: CITY OF NAVASOTA	CHECK REMITTANCE TO: ELECTRONIC REMITTANCE TO:		Invoice No:	APT-0020120		
	CITT OF NAVASOTA	ATMOS PIPELINE-TEXAS	ATMOS PIPELIN	NE-TEXAS	Invoice Date:	16-Nov-21
	NAVASOTA CITY HALL	P. O. BOX 841425	Bank of America		Customer No:	70670
ATTN: MR LANCE H	ATTN: MR LANCE HALL, FINANCE DIRECTOR	DALLAS, TX 75284-1425	ABA# for ACH	111000012	Contract No:	06624-00
	P O BOX 910 NAVASOTA, TX 77868		ABA# for Wire: Account #:	026009593 3756617812	Payment Terms:	Net 10
			Ref:	APT-0020120	Due Date:	26-Nov-21

For Billing questions, please call: Rick Herbelin @

Rick Herbelin @ (254) 662-7470

#	PROD		RECEIPT POINT NAME	DEUVERY	POINT-NAME	DESCRIPTION	- MCF/ SOUNT	NMBTU/ COUNT	RATE	AMOUNT
1	Oct-21		a - New Land Step 2015, 1997, 1997, 1997, 1997, 1997, 1997, 1997, 1997, 1997, 1997, 1997, 1997, 1997, 1997, 19	n fel a sua fina anala-filina de term	and Carato Sala c Place Procession and	Monthly Customer Charge	50	2,823	13.47409	\$38,037,36
2	Oct-21					Texas Utility Tax				\$190.19
3	Oct-21					MAOP Review Surcharge	2,823	2,823	0.03958	\$111.73
4	Oct-21					Texas Utility Tax				\$0.56
				SUBTO	TAL					\$38,339.84
5	Oct-21	00451200	SYMMETRY ENERGY SOLUTIONS, LLC POOL	8000003044	NAVASOTA CITY GATE LINE 1	Usage Charge	37,761	37,995	0.02785	\$1,058.16
6	Oct-21	00451200	SYMMETRY ENERGY SOLUTIONS, LLC POOL	8000003044	NAVASOTA CITY GATE LINE 1	Texas Utility Tax				\$5.29
				SUBTO	TAL FOR STATION 80	00003044	37,761	37,995		\$1,063.45
				SUBTO	TAL FOR PROD DATE	ct-21				\$39,403.29

otal Due	\$39,403.29
	400,400.20

**Total Amount Due:** 





\$39,403.29

### Municipal Gas Acquisition and Supply Corporation

Three Riverway | Suite 1900 | Houston, TX 77056 | 713-888-0133



November 12, 2021 City of Navasota, TX Ms. Rita Pullin, Utility Billing Manager 200 East McAlpine Navasota, TX 77868 ACTUAL

Invoice ACT0012848

Reference : Joint Gas Purchase Contract

#### RE: Gas Deliveries for October 2021

<u>Current</u> Month	Vol/MMBTU	<u>\$ / MMBTU</u>	Gross Amount	<u>Discount</u>	<u>Net Amount Due</u>
Requirement Sales	38,604	\$5.841	\$225,485.96	\$11,581.20	\$213,904.76

#### Informational Note: Your total discounts to-date are: \$2,114,314.72

Wiring Instructions		For Payments	by ACH
Bank:	THE BANK OF NEW YORK MELLON	THE BANK OF	NEW YORK MELLON
ABA Number:	021 000 018	ACH Account	
Account Name	MuniGas Rev Account	ABA# 021 000	018
Account Number:	2243858400	890 0487 445	
Due Date	11/20/2021	Reference:	MuniGas - City of Navasota, TX
Amount:	\$213,904.76		Attn: Arla Scott (713) 483-6529
Reference:	MuniGas - City of Navasota, TX		
	Attn: Arla Scott (713) 483-6529		

#### Municipal Gas Acquisition and Supply Corporation Gas Allocation for October 2021 City of Navasota

Actual 11/12/2021	arajota			
October 2021 Allocations	MMBtu	<u>\$/MM8tu</u>	<u>Value</u>	
<u></u>				
October Nominations - SESL September Adjustment (See below)	38,604 <u>Q</u>	\$5.84100 #DIV/01	\$225,485.96 \$0.00	
October Nominations Adjusted	38,604	\$5.84100	<u>\$225.485.96</u>	
October Volume Allocation	38.604	<u>\$5,84100</u>	<u>\$225.485.96</u>	
% of Nominations	<u>100.0%</u>			
September 2021 Adjustments	MMBtu	\$/MMBtu	Value	
September Estimate Per Invoice 202110018 September Actual Volume/Value per SESL *	30,780 <u>30,780</u>	• · · • •	\$134,487.90 <u>\$134,487.90</u>	
Excess Allocation for September	0		<u>\$0.00</u>	

\* Total actual volumes delivered by supplier = 30,780 MMBtus for a value of \$134,487.90 Actuals per Symmetry Energy Solutions, LLC statement.

Note: MuniGas and Symmetry Energy Solutions, LLC. will review cumulative imbalance with October 2021 allocations.

FUND	PREVIOUS TOTAL	PRINCIPAL	INTEREST	CHG MV	11/30/2021 TOTAL
		UNRESTRICT	TED FUNDS		
GENERALFUND	\$3,397,086.78		\$678.95	1,194.55	\$3,398,960.28
100-0-200.06					
WATER O&M	\$891,296.71		\$178.14	207.58	\$891,682.43
200-0-200.06					
GAS-O&M	\$60 <u>4,702.75</u>		\$120.86	214.03	\$605,037.64
300-0-200.06 SEWER 0&M	1000 000 000		<b>*</b> +0 <b></b>	011 + 5	AC00.004.57
400-0-200.06	\$528,653.76		\$105.66	65.15	\$528,824.57
0	to 00		¢0.00	0.00	\$0.00
	\$0.00	<u> </u>	\$0.00	0.00	\$0.00
0	\$0.00		\$0.00	0.00	\$0.00
	\$0.00		<i>\_</i> 0.00	0.00	40.00
0	\$0.00		\$0.00	0.00	\$0.00
0	<del>\$0.00</del>	1	40.00		
TOTA	L UNRESTRICTED			\$3,300,239.8	В
		RESTRICTE	D FUNDS		
ECKER/BEST MUSEUN	ALE 670 40		_	8.51	\$15,682.06
100-0-200.07	\$15,670.42		\$3.13	8.51	\$15,002.00
OLUNTARY FIRE FUND	\$54.092.52		\$10.81	19.61	\$54,122,95
100-0-200.09			\$10.01	13.01	φ34,122.30
LIBRARY MADELEY	\$4,969.96		\$0.99	8.42	\$4,979.38
100-0-200.10	ψ4,303.30			0.42	4-1,070.00
OLUNTARY PARK FUNI	\$71,763.12		\$14.34	27.39	\$71,804.85
100-0-200.12	<i><b></b></i>				
NIMAL SHELTER DON	\$17,284.87		\$3.45	6.28	\$17,294.61
100-0-200.18					
WATER-DEPOSIT	\$37,203.57		\$7.44	20.20	\$37,231.21
200-0-200.00					
GAS-DEPOSITS	\$53,591.25		\$10.71	29.09	\$53,631.05
300-0-200.00					
FHA	\$0.00		\$0.00	0.00	\$0.00
300-0-200.04					
SEWERIMP	\$260,208.82		\$52.01	141.25	\$260,402.08
400-0-200.02					
TREET&DRAINAGE FEE	\$422,918.23		\$84.53	0.21	\$423,002.96
100-0-200.11			1		
520-0-201.00	\$362,849.15		\$72.52	203.06	\$363,124.73
CEMETERY ST FUND			#05.00	co.co.	
525-0-20105	\$125,243.44		\$25.03	68.02	\$125,336.49
CEM JESSIE MAE BOND	¢10 515 00		\$3.90	10.56	\$19,529.69
525-0-201.06	\$19,515.23		\$3.90	10,96	\$19,529.09
GRACE PARK	\$25,605.03		\$5.12	14.02	\$25,624.17
100-0-200.19	\$25,005.05		φ <u></u> σ.τ <u>ζ</u>	14.02	\$23,024.17
UTILITY CIP	\$417,418.11		\$83.43	73.49	\$417,575.03
210-0-200.06	<b>•</b> •••••••••••••••••••••••••••••••••••				
AMERICAN RESCCUE	\$991,556,40		\$198.17	0.00	\$991,754.58
100-0-200.20		1			
0	\$0.00		\$0.00	0.00	\$0.00
0					
тот	AL RESTRICTED			\$1,730,212.9	9
TOTAL	\$8,301,630.15	\$0.00	\$1,659.18	\$2,311.43	\$8,305,600.76
MMINTEREST	\$947.28	POOLS	INTEREST	\$24.16	
INTEREST	\$687.74	=		427.IV	

TOTAL MBSFIXED       \$21,468.37         *\$1,736,468.37       \$8,281,855.64         TOTAL INVESTMENT PORTFOLIO MARKET VALUE       \$8,281,855.64         TOTAL INVESTMENT PORTFOLIO INCODE       \$4,089,705.51         TOTAL INVESTMENT PORTFOLIO BOOK VALUE       #REF!         YTD INTEREST       \$1,659.18         CHANGE IN MARKET VALUE       \$2,311.43         WEIGHTED AVERAGE MATURITY       2749548         WEIGHTED AVERAGE YIELD       0.00%         O       0         LAST MONTH MARKET VALUE       CHANGE IN MAR         TOTAL MONEY MARKET       \$5,607,045.04       248,914         TOTAL MONEY MARKET       \$1,960,000.00       (245,000)         CDS       \$1,960,000.00       (245,000)         TOTAL MBSFIXED       \$23,095.20       (1,626.61)         BEVA PUBLIC FUNDS INTEREST CHECKING       BEGINNING BAL         2535818811       TRADES/DEDUCTIONS         INTEREST       INTEREST	
TOTAL CDS TOTAL MBSFIXED \$1,715,000.00 \$21,468.37 \$1,736,468.37 \$0,707AL INVESTMENT PORTFOLIO MARKET VALUE TOTAL INVESTMENT PORTFOLIO BOOK VALUE \$2,211,455,64 \$0,00 \$4,089,705,51 TOTAL INVESTMENT PORTFOLIO BOOK VALUE \$1,659,18 \$1,659,18 \$2,311,43 WEIGHTED AVERAGE MATURITY \$2749548 WEIGHTED AVERAGE MATURITY \$2749548 WEIGHTED AVERAGE YIELD CHANGE IN MARKET TOTAL MONEY MARKET \$5,607,045,04 \$689,403,97 \$4,089 CDS \$1,980,000,00 \$24,089 CHANGE IN MARKET \$5,607,045,04 \$248,914 TOTAL MONEY MARKET \$689,403,97 \$241,16 CDS \$1,983,095,20 \$2,311,43 MONEY MARKET CITY MONEY MARKET ACCOUNT BBVA PUBLIC FUNDS INTEREST CHECKING BEGINNING BAL TRADES/DEUCTIONS INTEREST	BOOK VALUE
TOTAL INVESTMENT PORTFOLIO INCODE       \$0.00         TOTAL INVESTMENT PORTFOLIO BOOK VALUE       #REF/         TOTAL INVESTMENT PORTFOLIO BOOK VALUE       #REF/         YTD INTEREST       \$1,659.18         CHANGE IN MARKET VALUE       \$2,311.43         WEIGHTED AVERAGE MATURITY       2749548         WEIGHTED AVERAGE YIELD       0.00%         VWEIGHTED AVERAGE YIELD       0.00%         LAST MONTH MARKET       \$5,607,045.04         TOTAL MONEY MARKET       \$689,403.97         TOTAL MONEY MARKET       \$1,980,000.00         CDS       \$1,980,000.00         TOTAL MBS-FIXED       \$23,095.20         WONEY MARKET       \$1,983,095.20         CITY MONEY MARKET       AUDITIONS         BBVA PUBLIC FUNDS INTEREST CHECKING       BEGINNING BAL         2535818811       TRADES/DEDUCTIONS         INTEREST       INTEREST	\$1,715,000.00 #REF! #REF!
YTD INTEREST       \$1,659.18         CHANGE IN MARKET VALUE       \$2,311.43         WEIGHTED AVERAGE MATURITY       2749548         WEIGHTED AVERAGE YIELD       0.00%         LAST MONTH MARKET VALUE       CHANGE IN MAR         TOTAL MONEY MARKET       \$5,607,045.04       248,914         TOTAL MONEY MARKET       \$6689,403.97       24.16         CDS       \$1,960,000.00       (245,000         TOTAL MBSFIXED       \$23,095.20       (1,626.1         \$1,983,095.20       \$1,963,095.20       \$1,963,095.20         CITY MONEY MARKET       CITY MONEY MARKET       2,311.4         MONEY MARKET       \$235818811       TRADES/DEDUCTIONS         INTEREST       BEGINNING BAL       TRADES/DEDUCTIONS         INTEREST       INTEREST       INTEREST	
CHANGE IN MARKET VALUE     \$2,311.43       WEIGHTED AVERAGE MATURITY     2749548       WEIGHTED AVERAGE YIELD     0.00% 0       LAST MONTH MARKET VALUE     CHANGE IN MAR 0       TOTAL MONEY MARKET     \$5,607,045.04       TOTAL POOLS     \$689,403.97       CDS     \$1,960,000.00       TOTAL MBSFIXED     \$23,095.20       \$1,983,095.20     \$1,626.1       \$1,983,095.20     \$1,626.1       \$1,983,095.20     \$1,311.4       MONEY MARKET     \$235818811	
WEIGHTED AVERAGE YIELD 0.00% O LAST MONTH MARKET VALUE CHANGE IN MAR TOTAL MONEY MARKET \$5,607,045.04 248,914 TOTAL POOLS \$689,403.97 24.16 CDS \$1,960,000.00 (245,000 TOTAL MBSFIXED \$23,095.20 (1,626.1 \$1,983,095.20 2,311.4 MONEY MARKET CITY MONEY MARKET ACCOUNT BBVA PUBLIC FUNDS INTEREST CHECKING BEGINNING BAL 2535818811 TRADES/DEDUCTIONS INTEREST	
WEIGHTED AVERAGE YIELDOLAST MONTH MARKET VALUECHANGE IN MARTOTAL MONEY MARKET\$5,607,045.04248,914TOTAL POOLS\$689,403.9724.16CDS\$1,960,000.00(245,000TOTAL MBSFIXED\$23,095.20(1,626.00TOTAL MBSFIXED\$1,983,095.202,311.4MONEY MARKETCITY MONEY MARKET ACCOUNT2535818811BBVA PUBLIC FUNDS INTEREST CHECKINGBEGINNING BAL2535818811TRADES/DEDUCTIONSINTERESTINTEREST	
TOTAL MONEY MARKET         \$5,607,045.04         248,914           TOTAL POOLS         \$689,403.97         24.16           CDS         \$1,960,000.00         (245,000           TOTAL MBS-FIXED         \$23,095.20         (1,626.8           \$1,983,095.20         2,311.4           MONEY MARKET         CITY MONEY MARKET ACCOUNT           BBVA PUBLIC FUNDS INTEREST CHECKING         BEGINNING BAL           2535818811         TRADES/DEDUCTIONS           INTEREST         INTEREST	
CITY MONEY MARKET ACCOUNT BBVA PUBLIC FUNDS INTEREST CHECKING BEGINNING BAL 2535818811 TRADES/DEDUCTIONS INTEREST	4.10 5 0.00) 83)
BBVA PUBLIC FUNDS INTEREST CHECKING BEGINNING BAL 2535818811 TRADES/DEDUCTIONS INTEREST	
WAM1,701,094PRINCIPAL/ADDITIONSWAYENDING BAL	\$5,607,045.04 \$1,635.02 \$247,279.08 <b>\$5,855,959,14</b>
INVESTMENT POOLS	
TEXPOOL ACCOUNT         CITY OF NAVASOTA AP FUND II       BEGINNING BAL         449/7907600001       TRADES         39       INTEREST         WAM       130.795         PRINCIPAL         ENDING BAL	\$132,056,26 \$4,16 <b>\$132,060,42</b>
TEXSTAR ACCOUNTCITY OF NAVASOTA AP FUNDBEGINNING BAL930102200TRADES39INTEREST	\$131,816.26 \$1.15
WAM 130,617 PRINCIPAL ENDING BAL	\$131,817.41
TEXAS CLASS ACCOUNT BEGINNING BAL TRADES	\$425,531.45
60 INTEREST PRINCIPAL ENDING BAL	\$18.85 \$425,550.30

CUSIP 90352RAN5	PURCHASE DATE	09/12/19	PURCHASE PRICE	245,000.00
US ALLIANCE CR	MATURITY	09/30/22	BOOK VALUE	245,000.00
0.0195	DAYS TO MATURITY	219	MARKET VALUE	245,000.00
	WAM		DIFFERENCE	0.00
	PRINCIPAL		INTEREST	405.76
CUSIP61760AYP8	PURCHASE DATE	04/11/19	PURCHASE PRICE	245,000.00
IORGAN STANLEY PVT	MATURITY	04/11/22	BOOK VALUE	245,000.00
0.026	DAYS TO MATURITY	95	MARKET VALUE	245,000.00
0.020	WAM	00	DIFFERENCE	0.00
	PRINCIPAL		INTEREST	
CUSIP 4614700H1	PURCHASE DATE	01/26/21	PURCHASE PRICE	245,000.00
ESTORS COMMUNITY	MATURITY	02/12/24	BOOK VALUE	10,000.00
0.0025	DAYS TO MATURITY	575	MARKET VALUE	
	WAM		DIFFERENCE	0.00
	PRINCIPAL	245000	INTEREST	52.02
CUSIP 4812802C6	PURCHASE DATE	02/09/21	PURCHASE PRICE	245,000.00
JP MORGAN CHASE	MATURITY	02/17/26	BOOK VALUE	245,000.00
0.005	DAYS TO MATURITY	1101	MARKET VALUE	245.000.00
0.000	WAM	1101	DIFFERENCE	0.00
	PRINCIPAL		INTEREST	
066519QT9	PURCHASE DATE	04/01/21	PURCHASE PRICE	245,000.00
BANKUNITED NA	MATURITY	03/31/26	BOOK VALUE	245,000.00
0.0095	DAYS TO MATURITY	1131	MARKET VALUE	245,000.00
0.0095	WAM	1101	DIFFERENCE	0.00
	PRINCIPAL		INTEREST	191.30
056007602		02 (21 (21	PURCHASE PRICE	345,000,00
05600XCP3 3MO HARRIS BANK	PURCHASE DATE MATURITY	03/31/21	BOOK VALUE	245,000.00 245,000.00
0.01	DAYS TO MATURITY	1140	MARKET VALUE	245,000.00
0.01	WAM	1140	DIFFERENCE	0.00
	PRINCIPAL		INTEREST	0.00
		00 (01 (01	PURCHASE PRICE	245 000 00
CUSIP 38149MA94 GOLDMAN SACHS	PURCHASE DATE	09/21/21	BOOK VALUE	245,000.00 245,000.00
1.05	MATURITY DAYS TO MATURITY	09/29/26 1261	MARKET VALUE	245,000.00
1.05	WAM	1201	DIFFERENCE	0.00
	PRINCIPAL		INTEREST	0.00
CUSIP 05580AE26	PURCHASE DATE	00 (21 (21		245,000.00
BMW BANK	MATURITY	09/21/21	PURCHASE PRICE BOOK VALUE	245,000.00
0.65	DAYS TO MATURITY	736	MARKET VALUE	245,000.00
0.00	WAM	7.50	DIFFERENCE	0.00
	PRINCIPAL		INTEREST	0.00
0	MATURITY	01/00/00	BOOK VALUE	
0	DAYS TO MATURITY	0	MARKET VALUE	
	WAM		DIFFERENCE	0.00
	PRINCIPAL		INTEREST	
0	PURCHASE DATE	01/00/00	PURCHASE PRICE	0.00
0	MATURITY	01/00/00	BOOK VALUE	
0	DAYS TO MATURITY	0	MARKET VALUE	
	WAM		DIFFERENCE	0.00
	PRINCIPAL		INTEREST	
0	PURCHASE DATE	01/00/00	PURCHASE PRICE	0.00
Ő	MATURITY	01/00/00	BOOK VALUE	
õ	DAYS TO MATURITY	0	MARKET VALUE	
	WAM		DIFFERENCE	0.00

				XED RATE	
Y	CUSIP3148ane4 FNMa1288 0.0281	PURCHASE DATE MATURITY DAYS TO MATURITY WAM PRINCIPAL	12/06/17 12/01/22 263 2279.08	PURCHASE PRICE BOOK VALUE MARKET VALUE DIFFERENCE INTEREST	310,569.80 20,875.15 21,468.37 593.22 38.66
	0 0	PURCHASE DATE MATURITY	01/00/00	PURCHASE PRICE BOOK VALUE	0.00
Y	0	DAYS TO MATURITY WAM PRINCIPAL	0	MARKET VALUE DIFFERENCE INTEREST	0.00
		PURCHASE DATE MATURITY	01/00/00 01/00/00 0	PURCHASE PRICE BOOK VALUE	0.00
Y		DAYS TO MATURITY WAM PRINCIPAL	0	MARKET VALUE DIFFERENCE INTEREST	0.00
		PURCHASE DATE MATURITY DAYS TO MATURITY	01/00/00 01/00/00 0	PURCHASE PRICE BOOK VALUE MARKET VALUE	0.00
Y		WAM PRINCIPAL	5	DIFFERENCE	0.00
		PURCHASE DATE MATURITY DAYS TO MATURITY	01/00/00 01/00/00 0	PURCHASE PRICE BOOK VALUE MARKET VALUE	0.00
Y		WAM PRINCIPAL	Ĵ	DIFFERENCE	0.00
		PURCHASE DATE MATURITY DAYS TO MATURITY	01/00/00 01/00/00 0	PURCHASE PRICE BOOK VALUE MARKET VALUE	0.00
AY		PRINCIPAL	0	DIFFERENCE INTEREST	0.00
		PURCHASE DATE MATURITY DAYS TO MATURITY	01/00/00 01/00/00 0	PURCHASE PRICE BOOK VALUE MARKET VALUE	0.00
٩Y		WAM PRINCIPAL		DIFFERENCE	0.00
		PURCHASE DATE MATURITY DAYS TO MATURITY	01/00/00 01/00/00 0	PURCHASE PRICE BOOK VALUE MARKET VALUE	0.00
٩Y		WAM PRINCIPAL		DIFFERENCE	0.00
		PURCHASE DATE MATURITY DAYS TO MATURITY	01/00/00 01/00/00 0	PURCHASE PRICE BOOK VALUE MARKET VALUE	0.00
٩Y		WAM PRINCIPAL	0	DIFFERENCE	0.00
		PURCHASE DATE MATURITY	01/00/00 01/00/00	PURCHASE PRICE BOOK VALUE	0.00
AY		DAYS TO MATURITY WAM PRINCIPAL	0	MARKET VALUE DIFFERENCE INTEREST	0.00

ACCOUNT: 0-100.01 TYPE: All			в	CHECK RECONCILIATION REGISTER	CHECK DA CLEAR DA STATEMEN	TE: : TE: T:	L1/01/2 0/00/0 0/00/0	PAGE: 1 021 THRU 11/30/2021 000 THRU 99/99/9999 000 THRU 99/99/9999
STATUS: All FOLIO: All					VOIDED E AMOUNT: CHECK NU	MBER:	0/00/0 0.00 000	000 THRU 99/99/9999 THRU 999,999,999.99 000 THRU 999999
ACCOUNT	DATE	TYPE	NUMBER	GEORGE ATKINSON LUPE DIOSDADO NAVASOTA TIRE DEPOT RAYNA WILLENBRINK TERRY BRENAN ADCOMP SYSTEMS, INC BAYLOR LUMBER & BLDG.CO.,INC BC YOUNG, INC BCS CHAMBER OF COMMERCE BENEFIT BUCKS, INC BOVEY & COCHRAN, PLLC BRAZOS VALLEY TELEPHONE SYSTEM BRINSON BENEFITS INC BRYAN BROADCASTING CORPORATION BUREAU VERITAS NORTH AMERICA, C.C.CREATIONS LTD CHAPARRAL LABORATORIES, INC. CINTAS CORPORATION #619 COPY CORNER CRISTAL FERNANDEZ DEALERS ELECTRICAL SUPPLY CO. BURKE ASSET PARTNERSHIP, LTD. ELLIOTT CONSTRUCTION , LLC ENTERGY TEXAS, INC VOID CHECK VOID CHECK VOID CHECK VOID CHECK UOID CHECK ERGOGENESIS WORKPLACE SOLUTION FHN FINANCIAL GOV DIRECT GRIMES COUNTY H & H OIL HATTIE WELLS HILCO METAL SUPPLY INGRAM LIBRARY SERVICES INTEG-COMMERCIAL PRINT INTERSTATE BILLING SERVICE INC JASON VAN ALSTINE JENNIFER L. ROCKETT KAREN EPLING LARRY YOUNG PAVING LEVEL 3 COMMUNICATIONS, LLC MADISON BROOKS	AMOUNT	STATUS	FOLIO	CLEAR DATE
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12/01/2021 9:38 AM COMPANY: 999 - POOI ACCOUNT: 0-100.01 TYPE: All STATUS: All FOLIO: All	JED CASH CASH	IN BANK-CS	в	CHECK RECONCILIATION REGISTER	CHECK DA CLEAR DA STATEMEN VOIDED D AMOUNT: CHECK NU	TE: : TE: T: ATE: MBER:	1/01/2 0/00/0 0/00/0 0/00/0 0.00 0.00	PAGE: 2 021 THRU 11/30/2021 000 THRU 99/99/9999 000 THRU 99/99/9999 000 THRU 99/99/999.99 THRU 999,999,999.99 000 THRU 99999
				ASSURE CO RISK MANAGEMENT & RE MCCREARY, VESELKA, BRAGG&ALLEN, P NAPA AUTO PARTS NAVASOTA EXAMINER NICOLE AGEITOS O'REILLY AUTO ENTERPRISES, LLC ONLY 1 RENTALS, LLC REPUBLIC SERVICES #473 SAFEBUILT TEXAS, LLC SUDDENLINK COMMUNICATIONS SUDDENLINK COMMUNICATIONS TEXAS EXCAVATION SAFETY TRACTOR SUPPLY CREDIT PLAN TURNER, PIERCE & FULTZ, INC. BVSWMA INC. VELEX INC YAYA'S FLORAL & SPECIALTY ABC HOME & COMMERCIAL SERVICES BRYAN WILLIAMS BLEYL & ASSOCIATES CAROLYN NEUMAN CENTERLINE SUPPLY, LTD CHRIS RICHARDSON CORE & MAIN, LP CHRISTOPHER CREEKS DXI INDUSTRIES, INC. ENTERGY TEXAS, INC VOID CHECK EQUIPMENT CONTROLS COMPANY, IN EXPRESS SERVICES, INC FRED ALLEN FORGEY GAJESKE, INC. GERALD D. SECHELSKI GLENN FUQUA, INC. HAR-CON MECHANICAL CONTRACTORS HARRIS COUNTY EMERGENCY SERVIC INGRAM LIBRARY SERVICES JAMIE MYLES JONES & CARTER, INC. KATE MILLER KIMLEY-HORN AND ASSOCIATES, IN KNIFE RIVER CORPSOUTH LANGE DISTRIBUTING CO. INC. MCKESSON MEDICAL-MMSGS				
CHECK:								
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0 100.01	11/10/2021	CHECK	017500	CUDICTADUED CREEKS	1 600 0008	POSTED	Δ	11/29/2021
0 100 01	11/10/2021	CHECK	017510	DYT INDUSTRIES INC	150-00CR	POSTED	2	11/29/2021
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0 100.01			92.920		19 B			

12/01/2021 9:38 AM COMPANY: 999 - POOI ACCOUNT: 0-100.01 TYPE: All STATUS: All FOLIO: All	LED CASH CASH	IN BANK-CS	В	CHECK RECONCILIATION REGISTER	CHECK DA CLEAR DA STATEMEN VOIDED D AMOUNT: CHECK NU	TE: 1 TE: T: ATE: MBER:	1/01/2 0/00/0 0/00/0 0/00/0 0.00 0.00	PAGE: 3 021 THRU 11/30/2021 0000 THRU 99/99/9999 0000 THRU 99/99/9999 0000 THRU 99/99/9999 THRU 999,999,999.99 0000 THRU 999999
				DESCRIPTION				
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12/01/2021 9:38 AM COMPANY: 999 - POOL				CHECK RECONCILIATION REGISTER				PAGE: 4
COMPANY 999 - POOL	LED CASH				CHECK DATE	25 1	11/01/2	PAGE: 4 021 THRU 11/30/2021 000 THRU 99/99/9999 000 THRU 99/99/9999 000 THRU 99/99/9999 THRU 999,999,999.99
ACCOUNT: 0-100.01					CLEAR DATE		0/00/0	000 THRU 99/99/9999
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STATUS: All					VOIDED DAT	E:	0/00/0	000 THRU 99/99/9999
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FOLIO: AII					CHECK NUME	RER:	000	000 THRU 999999
					0112011 110112		000	
ACCOUNT	DATE	TYPE	NUMBER	DESCRIPTION	AMOUNT S	STATUS	FOLIO	CLEAR DATE
ACCOUNT	DUITE							
DEPOSIT:								
0-100.01	11/02/2021	DEPOSIT	000006	CASH RECEIPTS	431.60	POSTED	G	11/30/2021
0-100-01	11/02/2021	DEPOSIT	000007	farmers market	50.00	POSTED		11/08/2021
0-100.01	11/02/2021	DEPOSIT	000008	building permit cc	315.18	POSTED		11/08/2021
0-100-01	11/02/2021	DEPOSIT	000009	CORRECTION ADCOM	6.50CR	POSTED		11/30/2021
0-100-01	11/03/2021	DEPOSIT		UTILITY DEPOSITS RECEIVED	200.00	POSTED		11/08/2021
0-100-01	11/03/2021	DEPOSIT	000001	ONLINE PAYMENT 11/03/2021	3,470,83	POSTED	č	11/08/2021
0-100-01	11/03/2021	DEPOSIT	000002	DATLY PAYMENT POSTING	300.00	POSTED	Ū	11/08/2021
0-100-01	11/03/2021	DEPOSIT	000003	DATLY CASH POSTING 11/03/2021	11.895.67	POSTED	č	11/08/2021
0-100.01	11/03/2021	DEPOSIT	0000004	CASH RECEIPTS	1.811.00	POSTED	G	11/08/2021
0-100-01	11/04/2021	DEPOSIT	000001	adcom cust fee 1102-1103	3.75	POSTED	G	11/08/2021
0-100.01	11/04/2021	DEPOSIT	000001	farmers marrket	30.00	POSTED	Ğ	11/08/2021
0-100.01	11/04/2021	DEPOSIT	000001	ONLINE PAYMENT 11/04/2021	2-606-80	POSTED	č	11/08/2021
0 100 01	11/04/2021	DEPOSIT	000002	DATLY CASH DOSTING 31/04/2021	19 441 88	POSTED	č	11/08/2021
0-100+01	11/04/2021	DEPOSIT	000005	ONTINE DAVMENT 11/05/2021	12 903 13	POSTED	c	11/08/2021
0-100-01	11/05/2021	DEPOSIT	000001	DATLY CACH DOCTING 11/05/2021	22,000,10	POSTED	c	11/08/2021
0-100+01	11/05/2021	DEPOSIT	000001	DAILI CASH POSIING 11/05/2021	2 547 46	POSTED	č	11/08/2021
0-100-01	11/05/2021	DEPOSIT	000002	DATE: CASH FOSTING 11/05/2021	2,51,10	POSTED	G	11/08/2021
0-100.01	11/06/2021	DEPOSIT	000001	adcom cust fee 1105	35 00	POSTED	G	11/08/2021
0-100.01	11/06/2021	DEPOSIT	000001	don	10.00	POSTED	G	11/08/2021
0-100.01	11/06/2021	DEPOSIT	000002	dep 1105	10.00	POSTED	G	11/08/2021
0-100.01	11/06/2021	DEPOSIT	000003	dep 1105	40.00	POSTED	G	11/08/2021
0-100.01	11/06/2021	DEPOSIT	000004	dep 1105	50.00	POSTED	G	11/08/2021
0-100.01	11/06/2021	DEPOSIT	000005	OULTHE DAYMENT 11 (08 (2021	12 402 50	POSTED	C	11/08/2021
0-100.01	11/08/2021	DEPOSIT	000001	UNLINE PAYMENT II/U8/2021	12,492.30	POSTED	-	11/08/2021
0-100.01	11/08/2021	DEPOSIT	000001	dep 1:05-1:07	20.00	POSTED	G	11/08/2021
0-100.01	11/08/2021	DEPOSIT	000002	building permit cc	218-27	POSIED	G	11/08/2021
0-100.01	11/08/2021	DEPOSIT	000003	building permit ccc	1 021 07	POSTED	-	
0-100.01	11/08/2021	DEPOSIT	000004	building permit xx rbp21-00177	1,021.97	POSTED	G	11/08/2021
0-100.01	11/08/2021	DEPOSIT	000005	building permit cc rbp21-001/8	37.50	POSTED POSTED	G	11/08/2021 11/08/2021
0-100.01	11/08/2021	DEPOSIT	000006	dep ad com cust ree 11/05	27.50	POSTED	U	11/19/2021
0-100.01	11/08/2021	DEPOSIT	000007	DAILY PAYMENT POSTING - ADJ	222.9008	POSTED	U	11/09/2021
0-100.01	11/08/2021	DEPOSIT	000008	DALLY PAIMENT POSTING	330.04	POSTED	-	
0-100.01	11/08/2021	DEPOSIT	000009	taxes collected	104,014.08	POSTED	G C	11/09/2021
0-100.01	11/08/2021	DEPOSIT	000010	DAILY CASH POSTING 11/08/2021	93,493.18	POSTED	-	11/10/2021
0-100.01	11/09/2021	DEPOSIT		building permit cc	368.74	POSTED	G	11/10/2021
0-100.01	11/09/2021	DEPOSIT	000001	dep 1108	20+40	POSTED	G C	11/10/2021
0-100.01	11/09/2021	DEPOSIT	000002	ONLINE PAYMENT 11/09/2021	10,894-61	POSTED		11/10/2021
0-100.01	11/09/2021	DEPOSIT	000003	adcom cust ree 1109	12 074 40	POSTED	G C	11/10/2021
0-100.01	11/09/2021	DEPOSIT	000004	DAILY CASH POSTING 11/09/2021	1 640 00	POSTED	-	11/16/2021
0-100.01	11/09/2021	DEPOSIT	000005	CASH RECEIPTS	1,648.00	POSTED	G U	11/16/2021
0-100.01	11/09/2021	DEPOSIT	000006	DRAFT POSTING	94, /49+52	POSTED	*	11/16/2021
0-100.01	11/10/2021	DEPOSIT		aep 1110	30 00	POSTED		11/10/2021
0-100.01	11/10/2021	DEPOSIT	000001	building permit cc	362.56	POSTED		11/16/2021
0-100.01	11/10/2021	DEPOSIT	000002	ONLINE PAYMENT 11/10/2021	15,207.01	POSTED	С	11/16/2021
DEPOSIT: 0-100.01 0-100.	11/10/2021	DEPOSIT	000003	CASH RECEIPTS farmers market building permit cc CORRECTION ADCOM UTILITY DEPOSITS RECEIVED ONLINE PAYMENT 11/03/2021 DAILY CASH POSTING 11/03/2021 CASH RECEIPTS adcom cust fee 1102-1103 farmers marrket ONLINE PAYMENT 11/04/2021 DAILY CASH POSTING 11/04/2021 DAILY CASH POSTING 11/05/2021 DAILY CASH POSTING 11/05/2021 DAILY CASH POSTING 11/05/2021 DAILY CASH POSTING 11/05/2021 adcom cust fee 1103 adcom cust fee 1104 dep dep 1105 dep chamber cash nobles ONLINE PAYMENT 11/08/2021 dep 1105-1107 building permit cc building permit cc building permit cc rbp21-00178 dep ad com cust fee 11/05 DAILY PAYMENT POSTING - ADJ DAILY PAYMENT POSTING - ADJ DAILY PAYMENT POSTING 11/08/2021 building permit cc dep 1108 ONLINE PAYMENT 11/09/2021 adcom cust fee 1109 DAILY CASH POSTING 11/09/2021 CASH RECEIPTS DRAFT POSTING dep 1110 building permit cc ONLINE PAYMENT 11/10/2021 DEP 1110	51.95	POSTED	G	11/16/2021

12/01/2021 9:38 AM COMPANY: 999 - POOL				CHECK RECONCILIATION REGISTER				PAGE: 5
12/01/2021 9:56 AM	ED CACH			CHECK RECORCIDIATION REGISTER	CHECK DA	TE:	11/01/2	021 THRU 11/30/2021
ACCOUNT: 0-100.01	CYCH .	TN BANK-CS	B		CLEAR DA	TE:	0/00/0	000 THRU 99/99/9999
	CASH	IN BANK-CO	D		STATEMEN	τ	0/00/0	000 THRU 99/99/9999
					VOIDED D	1 - ATE -	0/00/0	000 THRO 55/55/5555
STATUS: All					MOUNT-	AID.	0,00,0	TUDII 000 000 000 00
FOLIO: All					CHECK NU	MRED	0.00	
					CHECK NU	MDER+	000	000 INK0 999999
20001110	5305	OVDE	NUMBER					
ACCOUNT	DATE	1166	NUMBER	DESCRIPTION	ANOON1	914100	10010	CHERIC DATE
DEPOSIT:								
0-100 01	11/10/2021	DEPOSTT	000004	adcom csut fee	13.75	POSTED	G	11/16/2021
0-100.01	11/10/2021	DEPÓSIT	000005	DAILY CASH POSTING 11/10/2021	11.447.89	POSTED	ċ	11/16/2021
0-100.01	11/10/2021	DEPOSIT	000006	wrong acct correction asp not	50.00	POSTED	G	11/17/2021
0-100.01	11/12/2021	DEPOSIT	000000	den 11/12	10.00	POSTED	G	11/16/2021
0-100.01	11/12/2021	DEPOSIT	000001	dep permit cc $rbp21-000180$	51.50	POSTED	G	11/16/2021
0-100.01	11/12/2021	DEPOSIT	0000001	ONLINE PAYMENT $13/12/2021$	20.477.76	POSTED	č	11/16/2021
0-100.01	11/12/2021	DEPOSIT	000002	UTILITY DEPOSITS RECEIVED	200.00	POSTED	Ū	11/16/2021
0-100.01	11/12/2021	DEPOSIT	0000003	DATLY CASH POSTING 11/12/2021	33,988,92	POSTED	č	11/16/2021
0-100.01	11/12/2021	DEPOSIT	000004	dop 1112	20.00	POSTED	Ğ	11/16/2021
0-100.01	11/15/2021	DEPOSIT	000001	normit og denosit	224 54	POSTED	Ġ	11/16/2021
0-100.01	11/13/2021	DEPOSIT	000001	ONITHE DAVMENT 11/15/2021	44 881 92	POSTED	č	11/16/2021
0-100.01	11/15/2021	DEPOSIT	000002	Acom quat foo	19,001,02	PÓSTED	Ğ	11/16/2021
0-100.01	11/15/2021	DEPOSIT	000003	adcom cust ree	40.75	POSTED	ć	11/16/2021
0-100.01	11/15/2021	DEPOSIT	000004	dep 11/12	45.10	POSTED	ć	11/10/2021
0-100.01	11/15/2021	DEPOSIT	000005	ONLINE PAYMENT 11/15/2021	23,730.01	POSTED		11/10/2021
0-100.01	11/15/2021	DEPOSIT	000006	DAILY PAYMENT POSTING	1,291.70	POSTED		11/10/2021
0-100.01	11/15/2021	DEPOSIT	000007	DAILY PAYMENT POSTING	1,651.85	POSTED	0	11/10/2021
0-100.01	11/15/2021	DEPOSIT	800000	adcom cust tee 1115	95.00	POSTED	G	11/10/2021
0-100.01	11/15/2021	DEPOSIT	000009	adcom cust fee 1115	67.50	POSTED	G	11/16/2021
0-100.01	11/15/2021	DÉPOSIT	000010	DEP 1115	14.25	POSTED	G	11/16/2021
0-100.01	11/15/2021	DEPOSIT	000011	DAILY CASH POSTING 11/15/2021	46,336.20	POSTED	<u> </u>	11/1//2021
0-100.01	11/16/2021	DEPÓSIT		UTILITY DEPOSITS RECEIVED	100.00	POSTED	U	11/16/2021
0-100.01	11/16/2021	DEPÓSIT	000001	ONLINE PAYMENT 11/16/2021	25,272.66	POSTED	C	11/1//2021
0-100.01	11/16/2021	DEPOSIT	000002	DAILY PAYMENT POSTING	42.78	POSTED	U	11/16/2021
0-100.01	11/16/2021	DEPOSIT	000003	dep 1116	10.00	POSTED	G	11/16/2021
0-100.01	11/16/2021	DEPOSIT	000004	dep 1116 utility app frer	1.00CR	POSTED	G	11/16/2021
0-100.01	11/16/2021	DEPOSIT	000005	adcom cust fee 1115	80.00	POSTED	G	11/17/2021
0-100.01	11/16/2021	DEPOSIT	000006	DAILY CASH POSTING 11/16/2021	8,070.19	POSTED	C	11/18/2021
0-100+01	11/17/2021	DEPOSIT		ONLINE PAYMENT 11/17/2021	6,405.96	POSTED	C	11/18/2021
0-100.01	11/17/2021	DEPOSIT	000001	ADCOM CUST FEE 1116	12.50	POSTED	G	11/18/2021
0-100.01	11/17/2021	DEPOSIT	000002	BUILDING PERMIT CC	83.43	POSTED	G	11/17/2021
0-100+01	11/17/2021	DEPOSIT	000003	BUILDING PERMIT CC	103.00	POSTED	G	11/18/2021
0-100.01	11/17/2021	DEPOSIT	000004	ONLINE PAYMENT 11/17/2021	281.29	POSTED	С	11/18/2021
0-100+01	11/17/2021	DEPOSIT	000005	CASH RECEIPTS	881.00	POSTED	G	11/19/2021
0-100.01	11/17/2021	DEPOSIT	000006	dpep 111721	120.80	POSTED	G	11/19/2021
0-100+01	11/18/2021	DEPOSIT		ONLINE PAYMENT 11/18/2021	2,980.38	POSTED	С	11/19/2021
0-100.01	11/18/2021	DEPÓSIT	000001	adcom cust fee 111721	8.75	POSTED	G	11/19/2021
0-100,01	11/18/2021	DEPOSIT	000002	permit cc 1117	104.03	POSTED	G	11/19/2021
0-100.01	11/18/2021	DEPOSIT	000003	mixed beverage tax	1,926.53	POSTED	Ġ	11/19/2021
0-100.01	11/18/2021	DEPOSIT	000004	DAILY PAYMENT POSTING	222.90	POSTED	U	11/19/2021
0-100.01	11/18/2021	DEPOSIT	000005	DAILY PAYMENT POSTING	111.02	POSTED	U	11/19/2021
0-100.01	11/18/2021	DEPOSIT	000006	DAILY CASH POSTING 11/18/2021	11,349.63	POSTED	С	11/22/2021
0-100.01	11/19/2021	DEPOSIT		ONLINE PAYMENT 11/19/2021	2,141.44	POSTED	С	11/22/2021
0-100.01	11/19/2021	DEPOSIT	000001	UTILITY DEPOSITS RECEIVED	100.00	POSTED	U	11/19/2021
0-100.01	11/19/2021	DEPOSIT	000002	adcom csut fee DAILY CASH POSTING 11/10/2021 wrong acct correction asp not dep 11/12 dep permit cc rbp21-000180 ONLINE PAYMENT 11/12/2021 UTILITY DEPOSITS RECEIVED DAILY CASH POSTING 11/12/2021 dep 11/2 permit cc deposit ONLINE PAYMENT 11/15/2021 adcom cust fee dep 11/12 ONLINE PAYMENT 11/15/2021 DAILY PAYMENT POSTING adcom cust fee 1115 adcom cust fee 1115 DAILY PAYMENT POSTING 11/15/2021 UTILITY DEPOSITS RECEIVED ONLINE PAYMENT 11/15/2021 UTILITY DEPOSITS RECEIVED ONLINE PAYMENT 11/16/2021 DAILY CASH POSTING 11/16/2021 DAILY PAYMENT POSTING dep 1116 dep 1116 utility app frer adcom cust fee 1115 DAILY CASH POSTING 11/16/2021 ONLINE PAYMENT 11/17/2021 ADCOM CUST FEE 1116 BUILDING PERMIT CC BUILDING PERMIT CC BUILDING PERMIT CC ONLINE PAYMENT 11/17/2021 CASH RECEIPTS dpep 111721 ONLINE PAYMENT 11/18/2021 adcom cust fee 111721 permit cc 1117 mixed beverage tax DAILY PAYMENT POSTING DAILY CASH POSTING 11/18/2021 ONLINE PAYMENT 11/19/2021 UTILITY DEPOSITS RECEIVED adcom cust fee 1118	1.25	POSTED	G	11/22/2021
2.672 -								

12/01/2021 9:38 AM COMPANY: 999 - POOL ACCOUNT: 0-100.01 TYPE: All STATUS: All FOLIO: All	ED CASH CASH II	N BANK-CSE	3	CHECK RECONCILIATION REGISTER	CHECK DA CLEAR DA STATEMEN VOIDED D AMOUNT: CHECK NUI	TE: 1 TE: T: ATE: MBER:	PAGE: 6 11/01/2021 THRU 11/30/2021 0/00/0000 THRU 99/99/9999 0/00/0000 THRU 99/99/9999 0/00/0000 THRU 99/99/9999 0.00 THRU 999,999,999.99 000000 THRU 999999		
				DESCRIPTION					
DEPOSIT:				utility app cc dep adcom cust fee 1121 dep 1119 ONLINE PAYMENT 11/22/2021 DAILY CASH POSTING 11/22/2021 adcom cust fee 1119-1121 building pemrit cc mcp21-0095 DAILY PAYMENT POSTING ONLINE PAYMENT 11/23/2021 adcom cust fee 1123 dep 1123 DAILY PAYMENT POSTING DAILY CASH POSTING 11/23/2021 ONLINE PAYMENT 11/24/2021 UTILITY DEPOSITS RECEIVED DAILY PAYMENT POSTING - ADJ DAILY PAYMENT POSTING ONLINE PAYMENT POSTING - ADJ DAILY PAYMENT POSTING ONLINE PAYMENT POSTING ONLINE PAYMENT 11/29/2021 adcom cust fee 1123 brazos county taxes collected adcom cust fee 1123 DAILY CASH POSTING 11/29/2021 ONLINE PAYMENT 11/30/2021 adcom cust fee 1130 building permit cc 1129 dep 113021 DAILY PAYMENT POSTING - ADJ DAILY PAYMENT POSTING - ADJ DAILY CASH POSTING 11/30/2021 CASH RECEIPTS					
0-100-01	11/19/2021	DEPOSIT	000003	utility app cc dep	1.00CR	POSTED	G	11/19/2021	
0-100.01	11/19/2021	DEPOSIT	000004	adcom cust fee 1121	27.34	POSTED	G	11/19/2021	
0-100.01	11/19/2021	DEPOSIT	000005	den 1119	87.65	POSTED	Ğ	11/23/2021	
0-100.01	11/19/2021	DEPOSIT	000005	ONLINE DAYMENT 11/22/2021	9.087.74	POSTED	č	11/23/2021	
0-100.01	11/22/2021	DEPOSIT	000001	DATLY CASH POSTING 11/22/2021	4,995-55	POSTED	č	11/23/2021	
0-100.01	11/22/2021	DEPOSIT	000001	adcom cust fee 1119-1121	40.00	POSTED	Ğ	11/23/2021	
0-100.01	11/22/2021	DEPOSIT	000002	building perrit oc	92.70	POSTED	Ğ	11/22/2021	
0-100.01	11/22/2021	DEPOSIT	000003	building pemrit oc mon21=0095	31 93	POSTED	G	11/22/2021	
0-100.01	11/22/2021	DEPOSIT	000004	DATIV DAVMENT DOSTING	90.00	POSTED	n	11/29/2021	
0-100-01	11/22/2021	DEPUSII	000005	ONTINE DAVNENE 11/22/2021	2 174 06	POSTED	ć	11/29/2021	
0-100.01	11/23/2021	DEPOSIT	000001	UNLINE PAIMENI II/25/2021	2,174+00	POSTED	ć	11/20/2021	
0-100.01	11/23/2021	DEPOSIT	000001	adcom cust ree 1123	0+/0	POSTED	G	11/20/2021	
0-100.01	11/23/2021	DEPOSIT	000002	dep 1123	27.30	POSTED	6	11/29/2021	
0-100.01	11/23/2021	DEPOSIT	000003	DAILY PAYMENT POSTING	601.41	POSTED	U	11/23/2021	
0-100.01	11/23/2021	DEPOSIT	000004	DAILY CASH POSTING 11/23/2021	6,924.20	POSTED	L A	11/29/2021	
0-100.01	11/24/2021	DEPOSIT		ONLINE PAYMENT 11/24/2021	3,522.11	POSTED	Ç	11/29/2021	
0-100.01	11/24/2021	DEPOSIT	000001	UTILITY DEPOSITS RECEIVED	100.00	POSTED	U	11/29/2021	
0-100.01	11/24/2021	DEPOSIT	000002	DAILY PAYMENT POSTING - ADJ	1,241.49CR	POSTED	U	11/29/2021	
0-100.01	11/24/2021	DEPOSIT	000003	DAILY PAYMENT POSTING	1,241.49	POSTED	U	11/29/2021	
0-100+01	11/29/2021	DEPOSIT		ONLINE PAYMENT 11/29/2021	15,269.87	POSTED	C	11/30/2021	
0-100.01	11/29/2021	DEPOSIT	000001	adcom cust fee 1124-1129	45.00	POSTED	G	11/30/2021	
0-100.01	11/29/2021	DEPOSIT	000002	permit cc 1123	230.72	POSTED	G	11/29/2021	
0-100.01	11/29/2021	DEPOSIT	000003	brazos county taxes collected	63.97	POSTED	G	11/29/2021	
0-100.01	11/29/2021	DEPOSIT	000004	adcom cust fee 1123	8.75	POSTED	G	11/29/2021	
0-100.01	11/29/2021	DEPOSIT	000005	DAILY CASH POSTING 11/29/2021	23,674.63	POSTED	С	11/30/2021	
$0 - 100 \cdot 01$	11/30/2021	DEPOSIT		ONLINE PAYMENT 11/30/2021	3,271.06	POSTED	С	11/30/2021	
0-100.01	11/30/2021	DEPOSIT	000001	adcom cust fee 1130	6.25	POSTED	G	11/30/2021	
0-100.01	11/30/2021	DEPOSIT	000002	building permit cc 1129	189.52	CLEARE	DG	12/01/2021	
0-100-01	11/30/2021	DEPOSIT	000003	dep 113021	93.85	POSTED	G	11/30/2021	
0-100-01	11/30/2021	DEPOSIT	000004	DAILY PAYMENT POSTING - ADJ	282-89CR	POSTED	U	11/30/2021	
0-100 01	11/30/2021	DEPOSIT	000005	DAILY CASH POSTING 11/30/2021	2,088.37	CLEARE	D C	12/01/2021	
0-100-01	11/30/2021	DEPOSIT	000006	CASH RECEIPTS	1,226.79	CLEARE	DG	12/01/2021	
0 100.01	11/00/2061	0010011							
EFT:									
Cr1.	11/02/2021	FFT		zha	31,906,96CR	POSTED	G	11/08/2021	
0 100 01	11/03/2021	FFT		zba	3,260,68CR	POSTED	G	11/08/2021	
0 100.01	11/03/2021	E E T		zba	167.34CR	POSTED	G	11/08/2021	
0-100.01	11/04/2021	EET		de cales tay 103121	7.790.65CB	POSTED	G	11/08/2021	
0-100.01	11/05/2021	EEL EET	000001	dag gatés rav insiei	463-85CB	POSTED	Ğ	11/08/2021	
0-100.01	11/02/2021	Lf I EED	000001	eve transfer toy to bond	9 624 39CP	POSTED	č	11/09/2021	
0-100.01	11/08/2021	EFT		-ba	5/17 GECD	DUCALED	c	11/09/2021	
0-100.01	11/09/2021	EFT		ZDa	7 150 500D	FOSTED	6	11/10/2021	
0-100.01	11/10/2021	EFT		zba	7,158.58UK	FOSIED	G	11/10/2021	
0-100.01	11/10/2021	EFT	000001	enterrgy 3rd quarter frnachise	25,436,32	POSTED	G	11/10/2021	
0-100.01	11/12/2021	EFT		zba	585.00CR	POSTED	G	11/10/2021	
0-100.01	11/15/2021	EFT		zba zba zba gas sales tax 103121 zba transfer tax to bond zba enterrgy 3rd quarter frnachise zba oct usage gas bill	213,904.76CR	POSTED	G	TT/TA/SOST	

12/01/2021 9:38 AM COMPANY: 999 - FOOI ACCOUNT: 0-100.01 TYPE: All STATUS: All FOLIO: All	ED CASH CASH 1	IN BANK-CS	В	CHECK RECONCIL	IATION REGISTER	CHECK DA CLEAR DA STATEMEN VOIDED D AMOUNT: CHECK NU	TE: : TE: T: ATE: MBER:	1/01/2 0/00/0 0/00/0 0/00/0 0.00 0.00	021 THRU 1 000 THRU 9 000 THRU 9 000 THRU 9 THRU 999,9 000 THRU	PAGE: 7 1/30/2021 9/99/9999 9/99/9999 9/99/9999 99,999.99 99,999999
					PTION					
EFT:			000001		1 recvd 1121 sales tax HLY 042018 S TBB 2022 e award age 1021 112021 ation 102021	194 036 2608	POSTED	G	11/16/202	1
0-100.01	11/15/2021	EFT	000001	zpa		41 522 AGCR	POSTED	C	11/16/202	1
0-100.01	11/16/2021	EFT		zba		41,533.49CR	POSIED	G	11/16/202	1
0-100.01	11/16/2021	EFT	000001	sales tax apr 2	I recva 1121	229,261.96	POSTED	G	11/10/202	1
0-100.01	11/16/2021	EFT	000002	edc portion of	sales tax	19,105.16CR	POSTED	G	11/1//202	1
0-100.01	11/16/2021	EFT	000003	ENTERPRISE MONT	HLY 042018	3,761.28CR	POSTED	G	11/22/202	1
0-100.01	11/17/2021	EFT		zba		37,518.18CR	POSTED	G	11/17/202	1
0-100.01	11/17/2021	EFT	000001	DEP RANDY ROGER	S TBB 2022	25,000.00CR	POSTED	G	11/19/202	1
0-100.01	11/18/2021	EFT		zba		188.24CR	POSTED	G	11/18/202	1
0-100.01	11/18/2021	EFT	000001	years of servic	e award	823.70	POSTED	G	11/29/202	1
0-100-01	11/29/2021	EFT		symetery gas us	age 1021 112021	2,949.07CR	POSTED	G	11/30/202	1
0-100-01	11/29/2021	7733	000001	zba	2 2000 C	152,942.15CR	POSTED	G	11/29/202	1
0-100-01	11/29/2021	TTT	000002	zba		195.00CR	POSTED	G	11/29/202	1
0-100.01	11/29/2021	773	000003	atmos transport	ation 102021	39.403-29CR	POSTED	G	11/30/202	1
0-100.01	11/30/2021	e er	000005	zha		58,876,12CR	POSTED	G	11/30/202	1
0-100.01	11/30/2021	EF I		200		00,0.012200		-		
INIERESI:	11/02/2021	TNTEDECT		CORRECTION CC F	FF	425.10CB	POSTED	G	11/30/202	1
0-100.01	11/02/2021	INTEREST		INTEREST INCOME	<u></u>	2.771.58	POSTED	Ğ	11/30/202	1
0-100.01	11/30/2021	INTEREST	000001	DEVENCE INCOME	m	2 771 5808	PÓSTED	G	11/30/202	1
0-100.01	11/30/2021	INTEREST	000001	THREE THERES	1	930 42	POSTED	Ğ	11/30/202	1
0-100.01	11/30/2021	INTEREST	000002	INTEREST INCOME	T	000.42	103100	0	11/00/202	*
MISCELLANEOUS:										
0-100.01	11/01/2021	MISC.		cc not posted a	s of month end	7,969.04	POSTED	G	11/08/202	1
0-100.01	11/18/2021	MISC		coorection year	s of service aw	823.70CR	POSTED	G	11/29/202	1
0-100.01	11/18/2021	MISC	000001	vears of servic	e awards	823.70CR	POSTED	G	11/29/202	1
0-100.01	11/30/2021	MISC	000001	cc not paid by	s of month end s of service aw e awards eom	6,851.27CR	POSTED	G	11/30/202	1
0-100.01										
SERVICE CHARGE:										
0-100.01	11/02/2021	SERV-CHG		oct cc fees		4,489.07CR	POSTED	G	11/08/202	1
0-100.01	11/02/2021	SERV-CHG	000001	utility app cc	fee	1.00CR	POSTED	G	11/08/202	1
0-100.03	11/02/2021	SERV-CHG	000002	utility app fee		2.00CR	POSTED	G	11/08/202	1
0-100.01	11/03/2021	SERV-CHG		nsf 1103 mary c	oronilla	222.90CR	POSTED	G	11/08/202	1
0-100.01	11/12/2021	SERV-CHG		utility app cc	fee	2.00CR	POSTED	G	11/16/202	1
0-100.01	11/16/2021	SERV-CHG		cc fee		63.61CR	POSTED	G	11/16/202	1
0-100.01	11/23/2021	SERV CHG		utility app fee		1.00CR	POSTED	G	11/29/202	1
0-100.01	11/23/2024	SPIKA CIIO		acturel abb too	fee oronilla fee					
TOTALS FOR ACCOUNT	r 0-100 03			CHECK	TOTAL:	374,437.76CR				
TOTADS FOR ACCOUNT	- 0-100101			DEPOSIT	TOTAL:	779,299.96				
				INTEREST	TOTAL	405.32				
				MICCELLANEOUS	TOTAL:	529.63CR				
				MISCEPPWNFAAS	TOTAD.	A 781 580P				
				SERVICE CHARGE	IUIAL:	4, /01.00CK				
				LIT	IUTAL:	050,000.40CK				
TOTALS FOR ACCOUN				DANK-DKAPT	IUIAD:	0.00				

12/01/2021 9:38 AM COMPANY: 999 - POOLED CASH ACCOUNT: 0-100.01 CASH IN BANK-CSB TYPE: All STATUS: All FOLIO: All	CHECK RECONCILIATION REGISTER	CHECK DATE: CLEAR DATE: STATEMENT: VOIDED DATE: AMOUNT: CHECK NUMBER:	PAGE: 8 11/01/2021 THRU 11/30/2021 0/00/0000 THRU 99/99/9999 0/00/0000 THRU 99/99/9999 0/00/0000 THRU 99/99/9999 0.00 THRU 999,999,999.99 000000 THRU 999999
ACCOUNTDATETYPE NUMBER	DESCRIPTION	AMOUNT STATUS	FOLIO CLEAR DATE
TOTALS FOR POOLED CASH	CHECK TOTAL: DEPOSIT TOTAL: INTEREST TOTAL: MISCELLANEOUS TOTAL: SERVICE CHARGE TOTAL: EFT TOTAL: BANK-DRAFT TOTAL:	374,437.76CR 779,299.96 405.32 529.63CR 4,781.58CR 595,396.43CR 0.00	

	BALANCEACTIVE ACCOUNT RECONCILIATION39,071.72NEW ACCOUNTS:525,901.48DISCONNECTNO TRF:32
DISCONNECTED ACCTS:         33         3,129.66         2,771.82           FINALED ACCOUNTS:         196         19,204.81           INACTIVE ACCOUNTS:         8,335         0.00	19,204.81 DISCONNECT-TRANSFER: 1 0.00
**GRAND TOTALS** 11,779 34,439.10 729,738.91	64,178.01
**CALCULATION SUMMARY** TOTAL CHARGES: 734,838.91 DEPOSIT RETURNS: 5,100.00CR TOTAL CURRENT: 729,738.91	

#### ===== SERVICE CATEGORY TOTALS ======

						BILLED	UNBILLED	TOTAL
CATEGORY	NUMBER	TOTAL NET	FUEL-ADJ	TOTAL TAX	TAXABLE	CONSUMPTION	CONSUMPTION	CONSUMPTION
GR GARBAGE	3489	114,184.65	0.00	8,121.67	98,526.75			
GS GAS	1823	133,262.96	81,511.71	1,953.59	53,117.87	58,043.0000		58,043.0000
MS MISCELLANEOU	101	2,446.33	0.00	0.00	0.00			
PF VOLUNTARY PA	42	86.00	0.00	0.00	0.00			
SDF ST & DRAINAG	3073	51,373.62	0.00	0.00	0.00			
SW SEWER	5830	158,837.40	0.00	0.00	0.00	182,613.8500		182,613.8500
WA WATER	6232	182,672.66	0.00	0.00	0.00	243,060.0000	186	243,246.0000
AMP AVG MTH PMT	25	388.32		AMP	RESERVE:	2,514.48		

\*\*\*TOTALS\*\*\*

643,251.94 81,511.71 10,075.26 151,644.62

======= REVENUE CODE TOTALS ========

	R/C DESCRIPTION	G/L ACCOUNT#	AMOUNT
SERVIC	ES:		
	100-GARBAGE	100-0-310.00	114,184.65
	200-WATER SERVICE	200-0-310.00	169,151.83
	210-UTILITY CAPITAL IMPROV.FE	210-0-310.00	13,520.83
	300-GAS SERVICE	300-0-310.00	68,225.58
	350-FUEL FACTOR	300-0-310.00	146,549.09
	400-SEWER	400-0-310.00	136,450.04
	401-UTILITY CAPITAL IMPROV.FE	210-0-310.00	22,387.36
	550-ST & DRAINAGE FEE	100-0-310.00	51,373.62
	562-VOLUNTARY PARK FUND	100-0-310.00	42.00
	563-VOLUNTARY FIRE FUND	100-0-310.00	44.00
	601-OTC - WATER	200-0-310.00	225.00
	602-OTC - GAS	300-0-310.00	0.00
	606-OTC-GARBAGE	100-0-310.00	0.00
TAX:			
	500-GAS 1.5% SALES TAX	300-0-310.00	536.99
	501-GAS TAX 8.25%	300-0-310.00	1,407.48
	503-6.75% GAS TAX IND OUSTIDE	300-0-310.00	9.12
	504-8.25% GARBAGE SALES TAX	100-0-310.00	8,121.67
CONTRRA	CTC .		

CONTRACTS:

AMP:

\*\* ( CONTINUED ) \*\*

R/C DESCRIPTION	G/L ACCOUNT#	AMOUNT
703-WATER CONTRACTS	200-0-310.00	1,615.37
714-PUBLIC NUIS, CO	NTRACT 100-0-310.00	50.00
715-STREET MAINT CO		555.96
995-AMP	200-1-108.03	388.32
**R/C TOTALS**		734,838.91

======= RATE TABLE TOTALS ========

CAT	CODE	TBL	DESCRIPTION	SCHED	NO#	TOTAL NET	FUEL-ADJ	TOTAL TAX	TAXABLE	CONSUMPTION	MLT.
GR	100	А	COMMERCIAL HAND PU	A	119	4,790.76	0.00	277.18	3,364.39		50
GR	100	B2	COMM 2 YD CONTAINER	в2	25	1,754.70	0.00	116.84	1,416.95		
	100	в3	COMM 3 YD CONTAINER	в3	30	3,844.82	0.00	217.27	2,634.10		2
	100	в4	COMM 4 YD CONTAINER	B4	13	2,325.24	0.00	181.03	2,194.33		
	100	вб	COMM 6 YD CONTAINER	B6	48	14,361.38	0.00	958,74	11,620.29		3
GR	100	в8	COMM 8 YD CONTAINER	B8	48	25,773.24	0.00	1,413.77	17,137.55		б
	100	C	RESIDENTIAL	С	2606	55,456.42	0.00	4,483.86	54,427.42		49
GR	100	Ē	GARBAGE -EXPLICIT	E	17	374.28	0.00	29.07	352.50		
GR	100	LOC	LOCKING DEVICE	LOCK	34	264.18	0.00	15.34	185.64		3
	100		EXTRA POLY CART	PC2	549	5,239.63	0.00	428.57	5,193.58		22
GS	300	2	GAS-IND.OUT 400-1000	2	1	1,870.33	2,320.66	0.00	0.00	394.0000	
GS	300	A	GAS -A RES INSIDE	A	1633	26,206.13	10,519.54	536.28	35,874.06	1,786.0000	2
GS	+		GAS -ATMOS TRANSPORT		3	11,152.42	0.00	0.00	0+00	11,042.0000	
GS	300	В	GAS -B RES OUTSIDE	В	2	41.38	5.89	0.71	47.27	1.0000	
GS	300	c	GAS -C COM INSIDE	с	125	6,509.55	7,745.35	1,111.93	13,478.89	1,315.0000	
GS	300	-	GAS -CENTURY ASPHALT	GAS	1	360.11	1,266.35	0.00	0.00	215,0000	
GS	300		GAS -COMODITY CHARGE		3	1,104.20	0.00	0.00	0.00	11,042.0000	
GS	300		GAS -CITY USEAGE	CITY	9	0.00	0.00	0.00	0.00	33,0000	
GS	300		GAS -CITY TRANSPORT	CTR	3	1,987.56	0.00	0.00	0.00	11,042.0000	
GS	300	D	GAS -IND.IN 400-1000		1	1,394.00	2,126.29	290.42	3,520.29	361.0000	
GS	300	E	GAS -E SCHOOLS	E	6	1,655.56	2,462.02	0.00	0.00	418,0000	
GS	300	F	GAS -IND OUTSIDE	F	2	24,721.70	52,574.14	0.00	0.00	8,926.0000	
GS	300	-	GAS -FUEL COST-GRANT		3	53,884.96	0.00	0.00	0.00	11,042.0000	
GS	300	G	GAS -COM OUTSIDE	G	2	35.62	0.00	2.40	35.62		
GS	300	н	GAS-S.IND.OUT 0-399	н	5	2,294.95	2,473.80	6.72	99.58	420.0000	
GS	300	IND	GAS-S.IND.IN 0-399	IND	3	44.49	17.67	5.13	62.16	3.0000	
GS	300	Z	GAS ZERO CHARGE	Z	21	0.00	0.00	0.00	0.00	3,0000	
MS	600	G	OTC - GAS	G	50	0.00	0.00	0.00	0.00		
MS	600	GAR	ONE TIME CHARGES -	GAR	1	0.00	0.00	0.00	0.00		
MS	600	W	OTC - WATER	W	7	225.00	0.00	0.00	0.00		
MS	700	PNF	PUBLIC NUISANCE FEE	PNF	1	50.00	0.00	0.00	0.00		
MS	700	STM	STREET MNT CONTRACT	STD	9	555.96	0.00	0.00	0.00		
MS	700	WTR	WATER CONTRACTS	WTR	33	1,615.37	0.00	0.00	0.00		
PF	562	\$25	\$23.00 VOL PARK FUND	\$25	1	23.00	0.00	0.00	0.00		

PAGE: 3

BOOK:

# \*\* ( CONTINUED ) \*\*

CAT	CODE	TBL	DESCRIPTION	SCHED	NO#	TOTAL NET	FUEL-ADJ	TOTAL TAX	TAXABLE	CONSUMPTION	MLT.
PF	562	1.0	\$1.00 VOL PARK FUND	1.0	19	19.00	0.00	0.00	0.00		
PF	563	\$23	VOLUNTARY FIRE FUND	\$23	1	23.00	0.00	0.00	0.00		
			\$1.00 VOL FIRE FUND	1.0	21	21.00	0.00	0.00	0.00		
SDF	500	CI	ST & DR FEE-C I	CI	290	5,402.00	0.00	0.00	0.00		2
SDF		CO	ST & DR FEE-C O	co	6	111.00	0.00	0.00	0.00		
SDF			ST & DR FEE-I N	IN	10	224.72	0.00	0.00	0.00		
SDF			ST & DR FEE- I N O	INO	19	446.50	0.00	0.00	0.00		
SDF			ST & DR FEE - INSIDE		2748	45,189.40	0.00	0.00	0.00		274
SUF	500	KED	SI & DK FEE - INSIDE	NEO	2740	45/105140	0.00	0.00			
SW	400	A	RESIDENTIAL INSIDE	A	2577	80,925.50	0.00	0.00	0.00	111,655.8500	
SW	400	AH	SEWER -AIRPORT HANGA		2	50.04	0.00	0.00	0.00	1,0000	
SW	400	AHC	SEWER - AIRPORT	AHC	1	41.26	0.00	0.00	0.00		
SW	400	С	COMMERCIAL INSIDE	С	259	24,238,18	0.00	0.00	0.00	34,818.0000	
SW	400	D	COMMERCIAL OUTSIDE	D	5	342.01	0.00	0.00	0.00	92+0000	
SW	400	E	INDUSTRIAL INSIDE	E	20	8,784.32	0.00	0.00	0.00	12,464.0000	
SW	400	Ι	IND OUT SEWER ONLY	I	2	2,133.66	0.00	0.00	0.00	2,422.0000	
SW	400	J	RES OUT-SEWER ONLY	J	1	445.51	0.00	0.00	0.00	985.0000	
SW	400	L	SEWER -MULTI UNIT	L	24	13,271.08	0.00	0.00	0.00	20,176.0000	387
SW	400	SCH	SEWER SURCHARGE	SCH	1	4,195.09	0.00	0.00	0.00		
SW	400		SEWER SURCHARGE	SSC	4	2,023.39	0.00	0.00	0.00		
SW	401		UCIF-SEWER-COM IN	CIN	259	1,942.50	0.00	0.00	0.00		
SW	401		UCIF-SEWER-COM OUT	COUT	5	52.50	0.00	0.00	0.00		
SW	401		UCIF-SEWER-IND IN	IIN	17	340.00	0.00	0.00	0.00		
SW	401		UCIF-SEWER-IND OUT	IOUT	2	60.00	0.00	0.00	0.00		
SW	401				21	336.00	0,00	0.00	0.00		
SW	401		UCIF-SEWER -RES IN	RIN	2629	19,648.86	0.00	0.00	0.00		
SW	401		UCIF-SEWER -RES OUT	ROUT	1	7.50	0.00	0.00	0.00		
514	чŲТ	RUU	OCIL-SEMEY -VES COI	NOOT	1		0.00	0.00	- 22		
WA	200	A	WATER -RES INSIDE	А	2706	117,926.57	0.00	0.00	0.00	139,318.0000	
WA	200	AH	WTR -AIRPORT HANGAR	AH	4	60.15	0.00	0.00	0.00	1.0000	
WA	200	AHC	WTR -AIRPORT HANGAR	AHC	1	32.03	0.00	0.00	0.00	7.0000	
WA	200	в	WATER - RES OUTSIDE	в	1	67.25	0.00	0.00	0.00	53.0000	
WA	200	С	WATER -COM INSIDE	С	283	28,063.35	0.00	0.00	0.00	38,960.0000	2
WA	200	CIT	WATER -CITY USEAGE	CITY	49	0.00	0.00	0.00	0.00	28,901.0000	
WA	200	Ð	WATER -COM OUTSIDE	D	6	369.54	0.00	0.00	0.00	142.0000	
WA	200	E	WATER -IND INSIDE	E	8	1,304.27	0.00	0.00	0.00	1,913.0000	
WA	200	F	WATER -IND OUTSIDE	F	19	12,408.62	0.00	0,00	0.00	14,407.0000	
WA	200	F-3	WATER-IRRIGATION-CI	F-3	1	1,377.70	0.00	0.00	0.00	2,645.0000	
WA	200		WATER - INTER SCHOOL	INT	1	254.49	0.00	0.00	0.00	499.0000	
WA	200	K	WATER -NURSING HOME	К	3	1,535.94	0.00	0.00	0.00	2,923.0000	
WA	200		MAIN METER-INT SCHOO		1	523.96	0.00	0.00	0.00	971.0000	
WA	200	S	WATER -SEWER METERS	s	49	5,227.96	0.00	0.00	0.00	8,803.0000	
WA		X	WATER -ZERO CHG	x	14	0.00	0.00	0.00	0.00	3,517.0000	
WA	202	4	EXPLICIT WATER	4	1	0.00	0.00	0.00	0.00	147 C 143	
WA	202	1"	UCIF-WATER -1"	1"	81	510.00	0.00	0.00	0+00		4
WA	203	2"	UCIF-WATER -2"	2"	101	1,332.00	0.00	0.00	0.00		10
WA	203	3"	UCIF-WATER -3"	3"	101	16.00	0.00	0.00	0.00		
WA WA	203	-	UCIF-WATER -3/4"	3/4	2896	11,538.83	0.00	0.00	0.00		6
ΜA	203	5/4	OCTL-MUTER -3/4	2/2	2000	TT: 330.03	0.00	0.00			37

	RATE ** (	TABLE T CONTINUED ) **	0 T A L S =====			
CAT CODE TBL DESCRIPTION WA 203 4" UCIF-WATER -4" WA 203 6" UCIF-WATER -6"	SCHED NO# 4** 5 6** 1	TOTAL NET 100.00 24.00	FUEL-ADJ 7 0.00 0.00	TOTAL TAX         TAXABLH           0.00         0.00           0.00         0.00	)	-
***TOTALS***		642,863.62	81,511.71	L0,075-26 151,644.62	2	
	=== FUEL ADJU	STMENT (	CODE TOT	A L S ===		
	RIPTION FUEL FACTOR	CONSUMPTIC 13,839.0				
**FU	EL FACTOR TOTALS**	13,839.0	0000	81,511.71		
	======= M E T E R	GROUP T	0 T A L S =====			
CODE DESCRIPTIO W WATER METE G GAS METERS	CRS	BILLED CONSUMPTION 243,060.0000 58,043.0000	UNBILLED CONSUMPTION 186.00 0.00		DEMAND CONSUMPTION	

===== REFUNDED DEPOSIT TOTALS ====

CODE	DESCRIPTION	NUMBER	AMOUNT
200	WATER DEPOSIT	31	3,350.00CR
300	GAS DEPOSIT	17	1,750.00CR
	**DEPOSIT TOTALS**	48	5,100.00CR

======= CUSTOMER CLASS TOTALS =========

CLA	SS SER	V RATE							
	CAT COD		DESCRIPTION	NUMBER	TOTAL NET	FUEL-ADJ	TAXABLE	TOTAL TAX	CONSUMPTION
A	GR 10	0 A	COMMERCIAL HAND PU	6	1,289.23	0.00	45.18	3.72	
A	GR 10	0 в2	COMM 2 YD CONTAINER	3	202.65	0.00	0.00	0.00	
A	GR 10	0 B3	COMM 3 YD CONTAINER	5	1,039.15	0.00	360.08	29.71	
A	GR 10	0 в4	COMM 4 YD CONTAINER	1	130.91	0.00	130.91	10,80	
А	GR 10	0 вб	COMM 6 YD CONTAINER	4	1,649.18	0.00	1,649.18	136.06	
A	GR 10	0 B8	COMM 8 YD CONTAINER	3	1,609.74	0.00	1,381.86	114.00	
A	GR 10		RESIDENTIAL	2601	55,351.42	0.00	54,322.42	4,475.21	
A		0 E	GARBAGE -EXPLICIT	1	22.59	0.00	22.59	1.86	
A	GR 10	+ —	LOCKING DEVICE	4	28.56	0.00	0.00	0.00	
A	GR 10		EXTRA POLY CART	549	5,239.63	0.00	5,193.58	428.57	
-	011 20	0 102	** CATEGORY TOTAL **	GR	66,563.06	0.00	63,105.80	5,199.93	
A	GS 30	0 A	GAS -A RES INSIDE	1628	25,566.04	9,624.26	34,338.69	513,25	1,634.0000
A		0 Z	GAS ZERO CHARGE	16	0.00	0.00	0.00	0.00	3.0000
G	<u>9</u> 0 00	0 2	** CATEGORY TOTAL **	GS	25,566.04	9,624.26	34,338.69	513,25	1,637.0000
A	MS 60	0 G	OTC - GAS	47	0.00	0.00	0.00	0,00	
A		o w	OTC - WATER	7	225.00	0.00	0.00	0.00	
A		0 PNF	PUBLIC NUISANCE FEE	1	50+00	0.00	0.00	0.00	
A		0 STM	STREET MNT CONTRACT	9	555.96	0.00	0.00	0.00	
A		0 WTR	WATER CONTRACTS	31	1,460.37	0.00	0.00	0.00	
A	115 70	o witt	** CATEGORY TOTAL **	MS	2,291.33	0.00	0.00	0.00	
A	PF 56	2 \$25	\$23.00 VOL PARK FUND	1	23.00	0.00	0.00	0.00	
A		2 1 0	\$1.00 VOL PARK FUND	14	14.00	0.00	0.00	0.00	
Â		3 1.0	\$1.00 VOL FIRE FUND	16	16.00	0.00	0.00	0.00	
A	FC 90	J 1.0	** CATEGORY TOTAL **	PF	53.00	0.00	0.00	0.00	
A	SDF 50	0 CT	ST & DR FEE-C I	6	148.00	0.00	0100	0.00	
A	SDF 50		ST & DR FEE-I N	1	13.22	0.00	0.00	0.00	
A	SDF 50		ST & DR FEE - INSIDE	2743	45,114.40	0.00	0.00	0.00	
A	SDE DO	U NEU	** CATEGORY TOTAL **	SDF	45,275.62	0.00	0.00	0.00	
A	SW 40	0 A	RESIDENTIAL INSIDE	2576	80,899.07	0.00	0.00	0.00	111,655.8500
A		0 L	SEWER -MULTI UNIT	21	12,393.01	0.00	0.00	0.00	17,253.0000
A		0 SCH	SEWER SURCHARGE	1	4,195.09	0.00	0.00	0.00	
A		1 MU	UCIF-SEWER-MULTI UNI	18	288.00	0.00	0.00	0.00	
A		1 RIN	UCIF-SEWER -RES IN	2623	19,603.86	0.00	0.00	0.00	
А	5W 4V	I KIN	** CATEGORY TOTAL **	SW	117,379.03	0.00	0.00	0+00	128,908.8500
A	WA 20	0 A	WATER -RÉS INSIDE	2705	117,865.29	0.00	0.00	0.00	139,234.0000
A		0 C	WATER -COM INSIDE	1	28.75	0.00	0.00	0,00	
		0 S	WATER -SEWER METERS	21	873.39	0.00	0.00	0.00	1,092.0000
A			WATER -ZERO CHG	5	0.00	0.00	0.00	0.00	
A		0 X	EXPLICIT WATER	1	0.00	0.00	0.00	0.00	
A		2 4	UCIF-WATER -1"	20	126.00	0.00	0.00	0.00	
A		3 1"		20	336.00	0.00	0.00	0.00	
A		3 2	UCIF-WATER -2"	2700	10,742.83	0.00	0.00	0.00	
A	WA 20	3 3/4	UCIF-WATER -3/4" ** CATEGORY TOTAL **	2700 WA	129,972.26	0.00	0.00	0.00	140,326.0000
			** CLASS TOTAL **	А	387,100.34	9,624.26	97,444.49	5,713.18	

BOOK:

----- CUSTOMER CLASS TOTALS ------

	SERV						<b>5</b> 575 57 5		CONCUMP/17 ON
		TABLE	DESCRIPTION	NUMBER	TOTAL NET	FUEL-ADJ	TAXABLE	TOTAL TAX 1.86	CONSUMPTION
	100		COMMERCIAL HAND PU	1	22.59	0.00	22.59	5.57	
AH GR	100	B2	COMM 2 YD CONTAINER	1	67.55	0.00	67.55		
			** CATEGORY TOTAL **	GR	90.14	0.00	90.14	7.43	
AH SDF	500	CI	ST & DR FEE-C I	4	74.00	0.00	0.00	0.00	
AH SDF	500	RES	ST & DR FEE - INSIDE	1	15.00	0.00	0.00	0.00	
			** CATEGORY TOTAL **	SDF	89.00	0.00	0.00	0.00	
AH SW	400	711	SEWER -AIRPORT HANGA	2	50.04	0.00	0.00	0.00	1.0000
AH SW	400		SEWER - AIRPORT	1	41.26	0.00	0.00	0.00	
	401		UCIF-SEWER-COM IN	1	7.50	0.00	0.00	0.00	
			UCIF-SEWER -RES IN	ì	7.50	0.00	0.00	0.00	
AH SW	401	RIN	** CATEGORY TOTAL **		106.30	0.00	0.00	0.00	1.0000
			AA CATEGORI IDIAL	20	100.50	0.00	0.00	0.00	
AH WA	200	AH	WTR -AIRPORT HANGAR	4	60.15	0.00	0+00	0.00	1+0000
AH WA	200	AHC	WTR -AIRPORT HANGAR	1	32.03	0.00	0.00	0.00	7.0000
AH WA	203	1"	UCIF-WATER -1	1	6.00	0.00	0+00	0.00	
AH WA	203	3/4	UCIF-WATER -3/4"	4	16.00	0.00	0.00	0.00	
		- ,	** CATEGORY TOTAL **	WA	114.18	0.00	0.00	0.00	8.0000
			** CLASS TOTAL **	AH	399.62	0.00	90.14	7.43	
B GR	100	с	RESIDENTIAL	4	84+00	0.00	84.00	6.92	
B GS	300	A	GAS -A RES INSIDE	1	11.89	0.00	11.89	0.18	
B GS	300		GAS -B RES OUTSIDE	2	41.38	5.89	47.27	0.71	1.0000
0 00	200	0	** CATEGORY TOTAL **		53.27	5.89	59.16	0.89	1.0000
B SDF	500	RES	ST & DR FEE - INSIDE	1	15.00	0.00	0.00	0.00	
B SW	400	А	RESIDENTIAL INSIDE	1	26.43	0.00	0.00	0.00	
B SW	400		RES OUT-SEWER ONLY	1	445.51	0.00	0.00	0.00	985.0000
B SW	401		UCIF-SEWER -RES IN	1	7.50	0.00	0.00	0.00	
B SW	401		UCIF-SEWER -RES OUT	1	7.50	0.00	0.00	0.00	
D ON	147	1.00	** CATEGORY TOTAL **		486.94	0.00	0.00	0.00	985.0000
D 117	200	3	WATER -RES INSIDE	1	61.28	0.00	0.00	0.00	84.0000
B WA				1	67.25	0.00	0.00	0.00	53.0000
B WA	200		WATER - RES OUTSIDE	1	0,00	0.00	0.00	0.00	985,0000
B WA	200		WATER -ZERO CHG	-	12.00	0.00	0.00	0.00	20010000
B WA	203		UCIF-WATER -2"	1		0.00	0.00	0.00	
B WA	203	3/4	UCIF-WATER -3/4"	1	4.00		0.00	0.00	1,122.0000
			** CATEGORY TOTAL **	WA	144.53	0+00	0.00	0.00	1,122,0000
			** CLASS TOTAL **	В	783.74	5+89	143.16	7.81	
					2 422 76	0-00	3,251.44	267.88	
+	100		COMMERCIAL HAND PU	110	3,433,76	0.00	1,214.30	100.13	
C GR			COMM 2 YD CONTAINER	18	1,281.85	0.00		187.56	
C GR	100	B3	COMM 3 YD CONTAINER	25	2,805.67	0.00	2,274.02	101.30	

======== CUSTOMER CLASS TOTALS ==========

С	GR	100	LOC	LOCKING DEVICE ** CATEGORY TOTAL **	26 GR	185.64 33,619.43	0.00	178.50 31,708.68	14.75 2,615.51	
С	GS	300	A	GAS -A RES INSIDE	1	61.55	76.57	138.12	2.07	13.0000
С	GS	300	С	GAS -C COM INSIDE	122	6,309.62	7,492.08	13,478.89	1,111.93	1,272.0000
С	GS	300	Z	GAS ZERO CHARGE	5	0.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	GS	6,371.17	7,568.65	13,617.01	1,114.00	1,285.0000
С	MS	600	G	OTC - GAS	3	0.00	0.00	0.00	0.00	
С	MS	600	GAR	ONE TIME CHARGES -	1	0.00	0.00	0.00	0.00	
С	MS	700	WTR	WATER CONTRACTS	2	155.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	MS	155.00	0.00	0.00	0.00	
C	PF	562	1.0	\$1.00 VOL PARK FUND	2	2.00	0.00	0.00	0.00	
С	PF	563	\$23	VOLUNTARY FIRE FUND	1	23.00	0.00	0.00	0.00	
С	PF	563	1.0	\$1.00 VOL FIRE FUND	2	2.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	PF	27.00	0.00	0.00	0.00	
С	SDF	500	CI	ST & DR FEE-C I	269	4,976.50	0.00	0.00	0.00	
С	SDF	500	IN	ST & DR FEE-I N	1	23.50	0.00	0.00	0.00	
				** CATEGORY TOTAL **	SDF	5,000.00	0.00	0.00	0.00	
С	SW	400	С	COMMERCIAL INSIDE	248	21,533.94	0.00	0.00	0.00	29,265.0000
С	SW	400	SSC	SEWER SURCHARGE	1	1,225.71	0.00	0.00	0.00	
Ċ	SW	401	CIN	UCIF-SEWER-COM IN	244	1,830.00	0.00	0.00	0.00	
С	SW	401	RIN	UCIF-SEWER -RES IN	4	30.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	SW	24,619.65	0.00	0.00	0.00	29,265.0000
С	WA	200	С	WATER -COM INSIDE	269	25,074.64	0.00	0.00	0.00	33,889.0000
С	WA	200	S	WATER -SEWER METERS	22	1,156.72	0.00	0.00	0.00	1,618.0000
С	WA	200	Х	WATER -ZERO CHG	5	0.00	0,00	0.00	0.00	110.0000
С	WA	203	1"	UCIF-WATER -1"	51	324.00	0.00	0.00	0+00	
С	WA	203	2"	UCIF-WATER -2"	48	612.00	0.00	0.00	0.00	
С	WA			UCIF-WATER -3/4"	181	736.00	0.00	0.00	0.00	
С	WA	203	4**	UCIF-WATER -4"	1	20.00	0.00	0.00	0.00	25 617 0000
				** CATEGORY TOTAL **	WA	27,923.36	0.00	0.00	0.00	35,617.0000
				** CLASS TOTAL **	С	97,715.61	7,568.65	45,325.69	3,729.51	
D	GS	300	G	GAS -COM OUTSIDE	2	35.62	0.00	35.62	2.40	
D	SDF	500	со	ST & DR FEE-C O	6	111.00	0.00	0+00	0.00	
_	~~~	400	5	CONSTRUCTOR OFFICE	5	242 01	0.00	0.00	0.00	92.0000
D	SW	400		COMMERCIAL OUTSIDE	5	342.01 52.50	0.00	0.00	0.00	74.0000
Đ	SW	401	000	UCIF-SEWER-COM OUT ** CATEGORY TOTAL **	-	394.51	0.00	0.00	0.00	92,0000
				• • CATEGORI TUTAL **	214	334.31	0.00	0+00	0.00	22.0000

CUSTOMER CLASS TOTALS ========

CLA	ss s	SERV	RATE							
(	CAT (	CODE	TABLE	DESCRIPTION	NUMBER	TOTAL NÉT	FUEL-ADJ	TAXABLE	TOTAL TAX	CONSUMPTION
D	WA	200	D	WATER -COM OUTSIDE	6	369.54	0.00	0.00	0.00	142.0000
D	WA	200	s	WATER -SEWER METERS	1	18.64	0.00	0.00	0.00	7.0000
D	WA	203		UCIF-WATER -1"	1	6.00	0.00	0.00	0.00	
D	WA	203		UCIF-WATER -2"	3	48,00	0.00	0.00	0.00	
—					2	8.00	0.00	0.00	0.00	
D	WA	203	3/4	UCIF-WATER -3/4"						149.0000
				** CATEGORY TOTAL **	WA	450.18	0.00	0,00	0.00	149.0000
				** CLASS TOTAL **	D	991.31	0.00	35.62	2.40	
				ognoo ionii	2			6.6		
E	GR	100	A	COMMERCIAL HAND PU	1	22.59	0.00	22.59	1.86	
E		100		COMM 2 YD CONTAINER	2	135.10	0.00	67.55	5.57	
E		100		COMM 6 YD CONTAINER	4	830.07	0.00	662.96	54.70	
Ľ	GK	100	во	** CATEGORY TOTAL **		987.76	0.00	753.10	62.13	
				A CALEGORI IDIAL	GR	507.70	0.00	/ 33.10	02113	
E	GS	300	CA	GAS -CENTURY ASPHALT	1	360.11	1,266.35	0.00	0.00	215.0000
E	GS	300	D	GAS -IND.IN 400-1000	1	1,394.00	2,126.29	3,520.29	290.42	361.0000
E	GS	300		GAS-S.IND.IN 0-399	3	44.49	17.67	62.16	5.13	3.0000
2	00	000	1	** CATEGORY TOTAL **	GS	1,798.60	3,410.31	3,582.45	295.55	579.0000
					2	2 00	0.00	0.00	0.00	
E	PF	562		\$1.00 VOL PARK FUND	3	3,00	0.00	0.00	0.00	
E	PF	563	1.0	\$1.00 VOL FIRE FUND	3	3.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	PF	6.00	0.00	0.00	0.00	
E	CDF	500	TN	ST & DR FEE-I N	7	164:50	0.00	0.00	0.00	
Ē		500		ST & DR FEE- I N O	1	23.50	0.00	0.00	0.00	
E.	SDF	500	TNO	** CATEGORY TOTAL **	_	188.00	0.00	0.00	0.00	
				CATEGORI IOTAD	QD1	100,000	0,00	0.00	0,00	
E	SW	400	E	INDUSTRIAL INSIDE	5	1,152.66	0.00	0.00	0.00	1,231.0000
E	SW	400	SSC	SEWER SURCHARGE	1	750.00	0.00	0.00	0.00	
E	SW	401	CIN	UCIF-SEWER-COM IN	1	7.50	0.00	0.00	0.00	
E	SW	401		UCIF-SEWER-IND IN	4	80.00	0.00	0.00	0.00	
2	011	191	111	** CATEGORY TOTAL **	SW	1,990.16	0.00	0.00	0.00	1,231.0000
E	WA	200	Е	WATER -IND INSIDE	8	1,304.27	0.00	0.00	0+00	1,913.0000
Е	WA	200	S	WATER -SEWER METERS	2	1,220.99	0.00	0.00	0.00	2,335.0000
É	WA	200	х	WATER -ZERO CHG	1	0.00	0.00	0+00	0.00	
Ē	WA	203		UCIF-WATER -1"	2	12.00	0.00	0.00	0+00	
E	WA			UCIF-WATER -2"	4	72.00	0.00	0.00	0.00	
Ę	WA	203		UCIF-WATER -3/4"	1	4.00	0.00	0.00	0.00	
				UCIF-WATER -4"	1	20,00	0.00	0.00	0+00	
E	WA	203	4		_	2,633.26	0.00	0.00	0.00	4,248,0000
				** CATEGORY TOTAL **	WA	2,033.20	0.00	0+00	0100	1/210:0000
				** CLASS TOTAL **	Е	7,603.78	3,410.31	4,335,55	357.68	
F		100		COMMERCIAL HAND PU	1	22,59	0.00	22.59	1.86	
F	GR	100	B2	COMM 2 YD CONTAINER	1	67.55	0+00	67.55	5.57	
F	GR	100	B4	COMM 4 YD CONTAINER	1	130.91	0.00	130.91	10.80	
F	-	100		COMM 8 YD CONTAINER	1	227.88	0+00	227.88	18.80	
*			-	** CATEGORY TOTAL **	GR	448.93	0.00	448+93	37.03	

======== CUSTOMER CLASS TOTALS =========

CLA	SS	SERV	RATE							
	CAT	CODE	TABLE	DESCRIPTION	NUMBE	R TOTAL NET	FUEL-ADJ	TAXABLE	TOTAL TAX	CONSUMPTION
F	GS	300	2	GAS-IND.OUT 400-1000		1 1,870.33	2,320.66	0.00	0.00	394.0000
F	GS	300	ATR	GAS -ATMOS TRANSPORT		3 11,152.42	0.00	0.00	0.00	11,042.0000
F	GS		ССН	GAS -COMODITY CHARGE		3 1.104.20	0.00	0.00	0.00	11,042.0000
F	GS		CTR	GAS -CITY TRANSPORT		3 1,987.56	0.00	0.00	0.00	11,042,0000
				GAS -IND OUTSIDE		2 24,721.70	52,574.14	0.00	0.00	8,926.0000
F	GS	300				-				
F	GS		FCO	GAS -FUEL COST-GRANT		3 53,884.96	0.00	0.00	0.00	11,042.0000
F	GS	300	Н	GAS-S.IND.OUT 0-399		5 2,294.95	2,473.80	99.58	6.72	420.0000
				** CATEGORY TOTAL **	GS	97,016.12	57,368.60	99.58	6,72	53,908.0000
F	SDF	500	IN	ST & DR FEE-I N		23.50	0.00	0.00	0.00	
F	SDF	500	INO	ST & DR FEE- I N O	1	8 423.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	SDF	446.50	0.00	0.00	0.00	
F	SW	400	E	INDUSTRIAL INSIDE	1	5 7,631.66	0.00	0.00	0.00	11,233.0000
F	SW	400		IND OUT SEWER ONLY		2 2,133.66	0.00	0.00	0.00	2,422.0000
Ē	SW		ssc	SEWER SURCHARGE		2 47.68	0.00	0.00	0.00	
F	SW		CIN	UCIF-SEWER-COM IN		2 15.00	0.00	0.00	0.00	
	SW		IIN	UCIF-SEWER-IND IN	1		0.00	0.00	0.00	
F						2 60.00	0.00	0.00	0.00	
F	SW	401	IOU	UCIF-SEWER-IND OUT				0.00	0.00	13,655.0000
				** CATEGORY TOTAL **	SW	10,148.00	0.00	0.00	0+00	13,053-0000
F	WA	200	4	WATER -IND OUTSIDE	1	9 12,408.62	0.00	0.00	0.00	14,407.0000
F	WA		F-3	WATER-IRRIGATION-CI		1 1,377.70	0.00	0.00	0.00	2,645.0000
F	WA	200		WATER -ZERO CHG		2 0.00	0.00	0.00	0.00	2,422.0000
		200		UCIF-WATER -1"		3 18.00	0.00	0.00	0.00	
F	WA						0.00	0.00	0.00	
F	WA	203		UCIF-WATER -2"						
F	WA		3/4	UCIF-WATER -3/4"		6 24.00	0.00	0.00	0+00	
F	WA	203	4 **	UCIF-WATER -4"		1 20.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	WA	13,968.32	0.00	0.00	0+00	19,474.0000
				** CLASS TOTAL **	F	122,027.87	57,368,60	548.51	43.75	
~	~ ~					1 328.74	0.00	0.00	0.00	
G		100		COMM 6 YD CONTAINER					0.00	
G		100		COMM 8 YD CONTAINER	1		0.00	0+00		
G	GR	100	LOC	LOCKING DEVICE		2 35.70	0.00	0.00	0.00	
				** CATEGORY TOTAL **	GR	8,772.25	0,00	0.00	0.00	
G	GS	300	с	GAS -C COM INSIDE		1 38.63	41.23	0.00	0+00	7.0000
G	GS	300	Ē	GAS -E SCHOOLS		6 1,655.56	2,462.02	0.00	0.00	418.0000
				** CATEGORY TOTAL **	GS	1,694.19	2,503.25	0.00	0.00	425.0000
G	SDF	500	CI	ST & DR FEE-C I		7 129.50	0.00	0.00	0.00	
G	SW	400	с	COMMERCIAL INSIDE		7 2,059.72	0.00	0.00	0.00	4,331.0000
G	SW		CIN	UCIF-SEWER-COM IN		7 52.50	0.00	0.00	0.00	
ų	Un	701	Ψ.1.1	** CATEGORY TOTAL **		2,112.22	0.00	0.00	0.00	4,331.0000
				- 2 C				0.00	0.00	2 040 0000
G	WA	200	С	WATER -COM INSIDE		9 2,221.74	0.00	0.00	0.00	3,849.0000
G	WA	200	CIT	WATER -CITY USEAGE		1 0.00	0.00	0.00	0.00	

======== CUSTOMER CLASS TOTALS =========

		CODE 200	1" 2" 3" 4"	DESCRIPTION WATER - INTER SCHOOL MAIN METER-INT SCHOO WATER -SEWER METERS UCIF-WATER -1" UCIF-WATER -2" UCIF-WATER -3" UCIF-WATER -4" UCIF-WATER -6" ** CATEGORY TOTAL **	NUME WA G	BER 1 1 1 4 1 2 1	TOTAL NET 254.49 523.96 15.07 6.00 60.00 16.00 40.00 24.00 3,161.26	FUEL-ADJ 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	TAXABLE 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	TOTAL TAX 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	CONSUMPTION 499.0000 971.0000 5,319.0000
H H		100 100		COMM 6 YD CONTAINER LOCKING DEVICE ** CATEGORY TOTAL **	GR	2 1	1,275.84 7.14 1,282.98	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	
Н	GS	300	С	GAS -C COM INSIDE		2	161.30	212+04	0.00	0.00	36.0000
Н	SDF	500	CI	ST & DR FEE-C I		4	74+00	0.00	0.00	0.00	
H H	SW SW	400 401		COMMERCIAL INSIDE UCIF-SEWER-COM IN		4 4	644.52 30.00	0.00	0.00	0.00	1,222.0000
				** CATEGORY TOTAL **	SW		674 + 52	0.00	0.00	0.00	1,222.0000
Н Н Н Н	WA WA WA WA WA	200 200 203 203 203	S 1"	WATER -COM INSIDE WATER -SEWER METERS UCIF-WATER -1" UCIF-WATER -2" UCIF-WATER -3/4"		4 1 2 2 1	738.22 41.59 12.00 24.00 4.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	1,222.0000 52.0000
**	****		· · ·	** CATEGORY TOTAL ** ** CLASS TOTAL **	WA H		819.81	0.00	0.00	0.00	1,274.0000
I	GR	100	С	RESIDENTIAL		1	21.00	0.00	21.00	1.73	
				** CLASS TOTAL **	I		21.00	0.00	21.00	1.73	
J	GS	300	CIT	GAS -CITY USEAGE		9	0.00	0.00	0.00	0.00	33.0000
J	WA	200	CIT	WATER -CITY USEAGE		48	0.00	0.00	0.00	0.00	28,901.0000
				** CLASS TOTAL **	J		0.00	0.00	0.00	0,00	
K K		100 100		COMM 8 YD CONTAINER LOCKING DEVICE ** CATEGORY TOTAL **	GR	3 1	2,307.96 7.14 2,315.10	0.00 0.00 0.00	2,307.96 7.14 2,315.10	190.40 0.59 190.99	

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12/01/2	021	9:24	AM	
DATES:	11/01	/2021	THRU	11/30/2021
	B	0081		

C:	LASS	SERV	RATÉ							
	CAT	CODE	TABLE	DESCRIPTION	NUMBER	TOTAL NET	FUEL-ADJ	TAXABLE	TOTAL TAX	CONSUMPTION
K	GS	300	A	GAS -A RES INSIDE	3	566.65	818.71	1,385.36	20.78	139.0000
K	SD	F 500	RES	ST & DR FEE - INSIDE	3	45.00	0+00	0.00	0.00	
K	SW	400	L	SEWER -MULTI UNIT	3	878.07	0+00	0.00	0.00	2,923.0000
K	SW	401	MÜ	UCIF-SEWER-MULTI UNI	3	48.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	SW	926.07	0+00	0.00	0.00	2,923.0000
K	WA	200	ĸ	WATER -NURSING HOME	3	1,535,94	0.00	0.00	0.00	2,923.0000
K	WA	200	S	WATER -SEWER METERS	1	1,901.56	0.00	0.00	0.00	3,699.0000
K	WA	203	2"	UCIF-WATER -2"	3	48.00	0.00	0.00	0.00	
				** CATEGORY TOTAL **	WA	3,485.50	0.00	0.00	0.00	6,622.0000
				** CLASS TOTAL **	K	7,338.32	818.71	3,700,46	211.77	
				** GRAND TOTALS **		642,863.62	81,511.71	151,644.62	10,075.26	

100-GENERAL

FINANCIAL SUMMARY

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	N YTD BUDGET
REVENUE SUMM	MARY						
TAXES AND	OTHER GOVERNMT	7,620,497	541,136.12	892,644.30	0.00	6,727,852.37	11.71
COURT FINE		93,000	3,337.00	6,349.80	0.00	86,650.20	6.83
	IT SERVICES	151,750	5,088.44	38,269.55	0.00	113,480.45	25.22
CITY UTILI		2,034,957	167,777.64	336,577.37	0.00	1,698,379.79	16.54
LIBRARY		28,400	1,004.80	1,923.25	0.00	26,476.75	6.77
PUBLIC SAF	TETY	217,523	736.00	6,765.70	0.00	210,757.12	3.11
TOURISM		498,100	600.00	600.00	0.00	497,500.00	0.12
PARKS AND	REC	89,050	3,323.00	12,008.05	0.00	77,041.95	13.48
MISCELLANE	cous _	2,041,987	932.64	2,133.04	0.00	2,039,853.96	0.10
TOTAL REVENU	JES	12,775,264	723,935.64	1,297,271.06	0.00	11,477,992.59	10.15
TAXES AND OT	THER GOVERNMT						
4-100.00	CURRENT TAXES	2,444,219	70,544.21	70,544.21	0.00	2,373,674.86	2.89
4-101.00	DELINQUENT TAXES	25,000	14,745.23	14,745.23	0.00	10,254.77	58.98
4-102.00	PENALTY & INTEREST	29,000	9,764.22	9,764.22	0.00	19,235.78	33.67
4-103.00	I/S PORTION OF TAX	333,768	9,624.39	9,624.39	0.00	324,144.00	2.88
4-105.00	CITY SALES TAX	2,000,000	2,245.53	174,969.60	0.00	1,825,030.40	8.75
4-107.00	BEVERAGE TAX	16,000	2,046.53	4,282.00	0.00	11,718.00	26.76
4-120.00	INTEREST	40,000	1,334.88	5,055.29	0.00	34,944.71	12.64
4-120.01	INVESTMENT ADJUST TO MARK	30,000	1,278.99	3,743.27	0.00	26,256.73	12.48
4-150.00	FRANCHISE FEES	315,000	264,497.54	271,757.97	0.00	43,242.03	86.27
4-150.01	RIGHT OF WAY	4,000	3,564.77	3,576.41	0.00	423.59	89.41
4-150.02	CABLE PEG FEES	4,000	0.00	1,452.05	0.00	2,547.95	36.30
4-151.00	INDUSTRIAL DIST. PAYMENTS		0.00	0.00	0.00	414,000.00	0.00
4-152.00	UTILITY PMT IN LIEU OF TA		50,573.75	101,147.50	0.00	505,737.50	16.67
4-153.00	UTILITY EXP REIMBURSEMENT		110,916.08	221,832.16	0.00	1,094,792.05	16.85
4-155.00	INSURANCE RECOVERAGE	20,000	0.00	0.00	0.00	20,000.00	0.00
4-156.00	DISASTER RELIEF REIMBURSE		0.00	0.00	0.00	0.00	0.00
4-157.00	GRANT REVENUE	10,000	0.00	150.00	0.00	9,850.00	1.50
4-158.00	HOUSING AUTH PAYMENT IN L		0.00	0.00	0.00	12,000.00	0.00
TOTAL TAXE	ES AND OTHER GOVERNMT	7,620,497	541,136.12	892,644.30	0.00	6,727,852.37	11.71
COURT FINE A							
4-200.00	MUNICIPAL COURT	93,000	3,337.00	6,349.80	0.00	86,650.20	6.83
4-208.08	MUNICIPAL COURT BLDG SEC	0	0.00	0.00	0.00	0.00	0.00
4-208.09	MC TECHNOLOGY	0	0.00	0.00	0.00	0.00	0.00
4-208.10	CHILD SAFETY SEAT	0	0.00	0.00	0.00	0.00	0.00
TOTAL COUR	RT FINE AND FEE	93,000	3,337.00	6,349.80	0.00	86,650.20	6.83

100-GENERAL FINANCIAL SUMMARY

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	<pre>% YTD BUDGET</pre>
DEVELOPMENT	SERVICES						
4-300.00	BUILDING PERMITS	140,000	4,433.44	20,856.23	0.00	119,143.77	14.90
4-300.01	PLAN REVIEW	0	0.00	0.00	0.00	0.00	0.00
4-300.02	ZONING CHANGE	2,000	500.00	500.00	0.00	1,500.00	25.00
4-300.03	ZONING BOARD OF ADJ VARIA	1,000	0.00	0.00	0.00	1,000.00	0.00
4-300.04	PRELIMINARY PLAT FILING F	2,000	0.00	0.00	0.00	2,000.00	0.00
4-300.05	VARIANCES TO SUBDIVISION	1,000	0.00	0.00	0.00	1,000.00	0.00
4-300.06	FINAL PLAT FILING FEE	1,000	0.00	2,000.00	0.00 (	1,000.00)	200.00
4-300.07	PLAT VACATION FILING FEE	0	0.00	0.00	0.00	0.00	0.00
4-300.13	SITE PLAN	250	0.00	1,000.00	0.00 (	750.00)	400.00
4-300.14	PUBLIC NUISANCE FEE	1,000	50.00	100.00	0.00	900.00	10.00
4-300.15	CODE ADMIN FEE	0	0.00	0.00	0.00	0.00	0.00
4-300.16	FIRE INSPECTIONS	1,000	0.00	250.00	0.00	750.00	25.00
4-300.17	SIDEWALK FEE IN LIEU OF	0	0.00	12,748.32	0.00 (	12,748.32)	0.00
4-304.00	DEVELOPMENT USE PERMITS	1,000	0.00	500.00	0.00	500.00	50.00
4-307.00	GARAGE SALE PERMITS	1,000	105.00	315.00	0.00	685.00	31.50
4-307.01	FOOD TRUCK PERMIT	500	0.00	0.00	0.00	500.00	0.00
TOTAL DEVE	LOPMENT SERVICES	151,750	5,088.44	38,269.55	0.00	113,480.45	25.22
CITY UTILIT	ES						
4-400.00	GARBAGE REVENUE	1,450,000	114,184.65	228,341.19	0.00	1,221,658.81	15.75
4-400.02	SOLID WASTE COLLECTION FE	0	0.00	0.00	0.00	0.00	0.00
4-401.00	PENALTIES	23,957	1,540.97	3,682.75	0.00	20,274.41	15.37
4-402.00	YARD WASTE TIPPING FEES	500	0.00	25.00	0.00	475.00	5.00
4-403.00	SALE COMPOST	500	60.00	60.00	0.00	440.00	12.00
4-404.00	STREET AND DRAINAGE FEE	555,000	51,373.62	102,874.97	0.00	452,125.03	18.54
4-404.01	STREET CUTS	1,000	0.00	0.00	0.00	1,000.00	0.00
4-404.02	STREET PENALTIES	4,000	618.40	1,593.46	0.00	2,406.54	39.84
TOTAL CITY	UTILITIES	2,034,957	167,777.64	336,577.37	0.00	1,698,379.79	16.54
LIBRARY							
4-500.00	LIBRARY INCOME	25,000	666.25	1,327.95	0.00	23,672.05	5.31
4-500.01	LIBRARY DONATIONS	500	0.00	0.00	0.00	500.00	0.00
4-500.02	SUMMER READING PROGRAM	500	0.00	0.00	0.00	500.00	0.00
4-500.03	LIBRARY MEMORIALS	500	0.00	0.00	0.00	500.00	0.00
4-500.04	BOOK SALE	500	98.55	185.30	0.00	314.70	37.06
4-500.05	FARMERS MARKET REV	1,100	240.00	400.00	0.00	700.00	36.36
4-500.06	SUMMER CAMPS	200	0.00	0.00	0.00	200.00	0.00
4-500.07	TOTE BAGS	100	0.00	10.00	0.00	90.00	10.00
TOTAL LIBR	ARY	28,400	1,004.80	1,923.25	0.00	26,476.75	6.77

100-GENERAL FINANCIAL SUMMARY

FINANCIAL SUR	MARI						
		CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	<pre>% YTD BUDGET</pre>
PUBLIC SAFET	Y						
4-600.00	PD EVENT REVENUE	0	0.00	0.00	0.00	0.00	0.00
4-601.00	PD SPECIAL FUND-FED	0	0.00	0.00	0.00	0.00	0.00
4-602.00	PD SPECIAL SEIZURE	0	0.00	0.00	0.00	0.00	0.00
4-603.00	PD DONATION	0	0.00	0.00	0.00	0.00	0.00
4-603.01	BLUE SANTA TRANSFER FROM	4,335	0.00	0.00	0.00	4,335.00	0.00
4-604.00	PD SRO PROGRAM	102,000	0.00	5,274.70	0.00	96,725.30	5.17
4-605.00	PD LEOSE ALLOCATION	1,000	0.00	0.00	0.00	1,000.00	0.00
4-606.00	ANIMAL SHELTER FEES	6,000	0.00	0.00	0.00	6,000.00	0.00
4-606.01	ANIMAL SHELTER DONATIONS	1,500	2.00	2.00	0.00	1,498.00	0.13
4-607.00	BULLET PROOF VEST REIMB	0	0.00	0.00	0.00	0.00	0.00
4-608.00	SEXUAL ASSAULT EXAM REIMB	0	0.00	0.00	0.00	0.00	0.00
4-609.00	PD RECORDS	1,000	200.00	431.00	0.00	569.00	43.10
4-650.00	FIRE BURN PERMITS	1,000	0.00	0.00	0.00	1,000.00	0.00
4-651.00	FIRE INTERLOCAL W/COUNTY	93,000	0.00	0.00	0.00	93,000.00	0.00
4-653.00	FIRE VOLUNTARY DONATION	7,688	534.00	1,058.00	0.00	6,629.82	13.76
TOTAL PUBL		217,523	736.00	6,765.70	0.00	210,757.12	3.11
TOURISM							
4-700.00	TOURISM SPECIAL EVENTS RE	500	0.00	0.00	0.00	500.00	0.00
4-700.01	TEXAS BIRTHDAY BASH DONAT	0	0.00	0.00	0.00	0.00	0.00
4-700.02	TEXAS BIRTHDAY BASH SPONO	30,000	0.00	0.00	0.00	30,000.00	0.00
4-700.03	TEXAS BIRTHDAY BASH VENDO	7,000	600.00	600.00	0.00	6,400.00	8.57
4-700.04	TEXAS BIRTHDAY BASH REVEN	50,000	0.00	0.00	0.00	50,000.00	0.00
4-701.00	SUMMER CONCERT SERIES REV	0	0.00	0.00	0.00	0.00	0.00
4-701.01	SUMMER CONCERT SERIES DON	0	0.00	0.00	0.00	0.00	0.00
4-701.02	SUMMER CONCERT SERIES SPO	300	0.00	0.00	0.00	300.00	0.00
4-702.00	HOME FOR HOLIDAYS REVENUE	0	0.00	0.00	0.00	0.00	0.00
4-702.01	HOME FOR HOLIDAYS DONATIO	0	0.00	0.00	0.00	0.00	0.00
4-702.02	HOME FOR HOLIDAYS SPONSOR	300	0.00	0.00	0.00	300.00	0.00
4-703.00	FREEDOM FEST REVENUE	0	0.00	0.00	0.00	0.00	0.00
4-703.01	FREEDOM FEST DONATIONS	0	0.00	0.00	0.00	0.00	0.00
4-703.02	FREEDOM FEST SPONSORS	10,000	0.00	0.00	0.00	10,000.00	0.00
4-704.00	HORLOCK HOUSE DONATIONS	0	0.00	0.00	0.00	0.00	0.00
4-704.01	HORLOCK HOUSE REVENUE	0	0.00	0.00	0.00	0.00	0.00
4-705.00	TOURISM REIMB FROM HOTEL	400,000	0.00	0.00	0.00	400,000.00	0.00
TOTAL TOUR	ISM	498,100	600.00	600.00	0.00	497,500.00	0.12
PARKS AND RE				0.00	0.00		0.00
4-800.01	KID FISH	1,000	0.00	0.00	0.00	1,000.00	0.00
4-800.02	MUNICIPAL POOL	6,000	0.00	0.00	0.00	6,000.00	0.00
4-800.04	SOFTBALL RENTAL FEES	500	0.00	0.00	0.00	500.00	0.00
4-800.05	KNB DONATIONS	3,000	0.00	0.00	0.00	3,000.00	0.00
4-800.06	LITTLE LEAGUE FEES	6,000	0.00	0.00	0.00	6,000.00	0.00
4-800.07	YOUTH FOOTBALL FEES	1,000	0.00	0.00	0.00	1,000.00	0.00
4-800.08	YOUTH SOCCER LEAGUE FEES	500	0.00	0.00	0.00	500.00	0.00
4-800.09	SWIM TEAM LEAGUE FEES	1,500	0.00	0.00	0.00	1,500.00	0.00
4-800.10	PAVILLION RENTAL FEES	2,500	300.00	525.00	0.00	1,975.00	21.00
4-800.11	POOL RENTAL FEES	1,500	0.00	0.00	0.00	1,500.00	0.00

100-GENERAL FINANCIAL SUMMARY

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
4-800.12	SWIM LESSONS	4,000	0.00	0.00	0.00	4,000.00	0.00
4-800.13	VENDING MACHINE REVENUE	3,000	0.00	285,50	0.00	2,714.50	9.52
4-800.14	REC CENTER RENTALS	30,000	2,485.00	4,765.00	0.00	25,235.00	15.88
4-800.15	PARK RENTAL FEE	2,000	0.00	0.00	0.00	2,000.00	0.00
4-800.16	VOLUNTARY PARK DONATIONS	7,000	538,00	1,057.00	0.00	5,943.00	15.10
4-800.17	GRACE PARK FUND	2,000	0.00	0.00	0.00	2,000.00	0.00
4-800.18	BLINN WORKFORCE CLASS	250	0.00	0.00	0+00	250.00	0.00
4-800.20	SWIM PASSES	300	0.00	0.00	0.00	300.00	0.00
4-800.21	PARK AND REC SPONSORS	0	0.00	0.00	0.00	0.00	0.00
4-850.00	AIRPORT LEASE AGREEMENTS	15,000	0.00	4,578.50	0.00	10,421.50	30.52
4-850.02	AIRPORT FUEL	2,000	0.00	797.05	0.00	1,202.95	39.85
TOTAL PARKS	AND REC	89,050	3,323.00	12,008.05	0.00	77,041.95	13.48
MISCELLANEOUS							
4-903.00	SALE OF SALVAGE	5,000	0.00	0.00	0.00	5,000.00	0.00
4-903.01	SALE OF PROPERTY	300,000	0.00	0.00	0.00	300,000.00	0.00
4-913.00	MISC. INCOME	15,000	274.30	751.76	0.00	14,248,24	5+01
4-913.05	ADCOM CC CUST FEES	5,000	558.34	1,056.28	0.00	3,943.72	21.13
4-913.07	SAFRON FINGER PRINT RENT	0	100.00	325.00	0.00 (	325+00)	0.00
4-950.03	AIRPORT RAMP GRANT	10,000	0.00	0.00	0.00	10,000.00	0.00
4-999.00	TFR. FROM OTHER FUNDS	214,369	0.00	0.00	0.00	214,369,00	0+00
4-999.01	TRANSFER FROM RESERVES	1,200,000	0.00	0.00	0.00	1,200,000.00	0.00
4-999.02	TRANSFER FROM AIRPORT ACC	292,618	0.00	0.00	0.00	292,618.00	0.00
TOTAL MISCE	LLANEOUS	2,041,987	932.64	2,133.04	0.00	2,039,853.96	0.10
TOTAL REVENUE		12,775,264	723,935.64	1,297,271.06	0.00	11,477,992.59	10.15

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### 200-WATER FUND

FINANCIAL SUMMARY

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	¥ YTD BUDGET
REVENUE SUM	IARY						
TAXES AND	OTHER GOVERNMT	11,000	620,97	1,938.26	0.00	9,061.74	17,62
CITY UTILI		2,110,000	178,416.02	399,359.71	0.00	1,710,640.29	18.93
MISCELLANE	cous	2,000	759.22	1,169.29	0.00	830.71	58.46
TOTAL REVENU	JES	2,123,000	179,796.21	402,467.26	0100	1,720,532.74	18.96
TAXES AND 01	HER GOVERNMT						
4-120.00	INTEREST	9,000	393.19	1,271.62	0.00	7,728,38	14.13
4-120.01	INVESTMENT ADJUST TO MARK		227.78	666.64	0.00	1,333.36	33.33
4-155.00	INSURANCE RECOVERAGE	0	0.00	0.00	0.00	0.00	0.00
TOTAL TAXE	S AND OTHER GOVERNMT	11,000	620.97	1,938.26	0.00	9,061.74	17.62
CITY UTILIT	ES						
4-400.00	METERED SALES	2,000,000	169,596.37	378,453.14	0.00	1,621,546.86	18.92
4-401.00	PENALTIES	28,000	3,817.15	7,851.57	0.00	20,148.43	28.04
4-402.00	SERVICE CHARGES	55,000	3,677.50	10,080.00	0.00	44,920.00	18.33
4-403.00	NEW SERVICES TAP FEES	7,000	975.00	975.00	0.00	6,025.00	13.93
4-409.00	WATER METERS	20,000	350.00	2,000.00	0.00	18,000.00	10.00
TOTAL CITY	UTILITIES -	2,110,000	178,416.02	399,359.71	0.00	1,710,640.29	18.93
MISCELLANEOU	IS						
4-913.00	MISCELLANEOUS INCOME	2,000	759.22	1,169.29	0.00	830.71	58.46
4-914.00	OVERAGE/SHORTAGE	0	0.00	0.00	0.00	0.00	0.00
4-918.00	CAPITAL CONTRIBUTION	0	0.00	0.00	0.00	0.00	0.00
TOTAL MISC	CELLANEOUS	2,000	759.22	1,169.29	0.00	830.71	58.46
TOTAL REVENU	JE	2,123,000	179,796.21	402,467.26	0.00	1,720,532.74	18.96

210-UTILITY CAPITAL IMP FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	<pre>% YTD BUDGET</pre>
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT DEVELOPMENT SERVICES	0410,000	156.92 35,908.19	293.24 62,561.92	0.00 (	293.24) 347,438.08	0.00
TOTAL REVENUES	410,000	36,065.11	62,855.16	0.00	347,144.84	15.33
TAXES AND OTHER GOVERNMT 4-120.00 INTEREST INCOME 4-120.01 INVESTMENT ADJUST TO MARK TOTAL TAXES AND OTHER GOVERNMT	0 0	83.43 73.49 156.92	( <u></u>	0.00 (	361.34) 68.10 293.24)	0.00
DEVELOPMENT SERVICES 4-305.00 UTILITY CAPITAL IMPR FEE_ TOTAL DEVELOPMENT SERVICES	410,000 410,000	35,908.19 35,908.19	62,561.92	0.00	347,438.08 347,438.08	15.26
TOTAL REVENUE	410,000	36,065.11	62,855.16	0.00	347,144.84	15.33

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300-GAS FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	<pre>% YTD BUDGET</pre>
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT	14,000	553.22	1,307.74	0.00	12,692.26	9.34
CITY UTILITIES	2,458,000	217,639.82	417,346.43	0.00	2,040,653.57	16.98
MISCELLANEOUS	300,000	29.09	441.48	0.00	299,558,52	0.15
TOTAL REVENUES	2,772,000	218,222.13	419,095.65	0.00	2,352,904.35	15.12
TAXES AND OTHER GOVERNMT						
4-120.00 INTEREST	12,000	339.19	1,037.66	0.00	10,962.34	8.65
4-120.01 INVESTMENT ADJUST TO MAR	K 2,000	214.03	270.08	0.00	1,729.92	13.50
TOTAL TAXES AND OTHER GOVERNMT	14,000	553.22	1,307.74	0.00	12,692.26	9.34
CITY UTILITIES						
4-400.00 METERED SALES	2,400,000	214,774.67	409,679.50	0.00	1,990,320.50	17.07
4-401.00 PENALTIES	20,000	578.91	1,373.00	0.00	18,627.00	6.87
4-402.00 SERVICE CHARGES	3,000	62.50	75.00	0.00	2,925.00	2.50
4-403.00 NEW SERVICES - TAPS	20,000	725.00	725.00	0.00	19,275.00	3.63
4-410.00 GAS METERS & REGULATORS	15,000	1,498.74	5,493.93	0.00	9,506.07	36.63
4-412.00 EXTENSION OF LINES	0	0.00	0.00	0.00	0.00	000
TOTAL CITY UTILITIES	2,458,000	217,639.82	417,346.43	0.00	2,040,653.57	16.98
MISCELLANEOUS						
4-901.01 INT. INC. JR. LIEN REVEN	υ 0	29.09	441.48	0.00 (	441.48)	0.00
4-913.00 MISCELLANEOUS INCOME	0	0.00	0,00	0.00	0.00	0.00
4-999.01 TRANSFER FROM RESERVES	300,000	0.00	0.00	0.00	300,000.00	0.00
TOTAL MISCELLANEOUS	300,000	29.09	441.48	0.00	299,558.52	0.15
TOTAL REVENUE	2,772,000	218,222.13	419,095.65	0.00	2,352,904.35	15.12

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### 400-SEWER FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY	· · ·					
TAXES AND OTHER GOVERNMT CITY UTILITIES MISCELLANEOUS	10,500 1,622,000 515,000	571.66 138,533.99 0.00	1,754.79 272,480.72 0.00	0.00 0.00 0.00	8,745.21 1,349,519.28 515,000.00	16.71 16.80 0.00
TOTAL REVENUES	2,147,500	139,105.65	274,235.51	0.00	1,873,264.49	12.77
TAXES AND OTHER GOVERNMT 4-120.00 INTEREST 4-120.01 INVESTMENT ADJUST TO MAR TOTAL TAXES AND OTHER GOVERNMT	8,500 <u>K 2,000</u> 10,500	365+26 206-40 571.66	1,150.71 604.08 1,754.79	0.00 0.00 0.00	7,349.29 1,395.92 8,745.21	13.54 30.20 16.71
CITY UTILITIES 4-401.00 PENALTIES 4-403.00 NEW SERVICES TAP FEES 4-404.00 SEWER REVENUE TOTAL CITY UTILITIES	20,000 2,000 1,600,000 1,622,000	1,508.95 575.00 136,450.04 138,533.99	3,911.26 575.00 267,994.46 272,480.72	0.00 0.00 0.00	16,088.74 1,425.00 1,332,005.54 1,349,519.28	19.56 28.75 16.75 16.80
MISCELLANEOUS 4-999.01 TRANSFER FROM RESERVES TOTAL MISCELLANEOUS	515,000	0.00	0.00	0.00	<u>515,000.00</u> 515,000.00	0.00
TOTAL REVENUE	2,147,500	139,105.65	274,235.51	0.00	1,873,264.49	12.77

520-CEMETERY PERMANENT FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE_SUMMARY						
TAXES AND OTHER GOVERNMT MISCELLANEOUS	3,000	275.58 0.00	908.22 0.00	0.00	2,091.78 0.00	30.27 0.00
TOTAL REVENUES	3,000	275.58	908.22	0.00	2,091,78	30,27
TAXES AND OTHER GOVERNMT 4-120.00 INTEREST 4-120.01 INVESTMENT ADJUST TO MARK TOTAL TAXES AND OTHER GOVERNMT	3,000 0 3,000	72.52 203.06 275.58	313+92 594+30 908+22	0.00 0.00 (	2,686.08 594.30 2,091.78	10.46 0.00 30.27
MISCELLANEOUS 4-999.00 TFR. FROM OTHER FUNDS 4-999.01 TRANSFER FROM RESERVES TOTAL MISCELLANEOUS	0 0 0	0.00	0.00	0.00	0.00 0.00 0.00	0.00
TOTAL REVENUE	3,000	275.58	908.22	0.00	2,091.78	30.27

525-CEMETERY OPERATING FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	<pre>% YTD BUDGET</pre>
REVENUE SUMMARY		·				
TAXES AND OTHER GOVERNMT CITY UTILITIES MISCELLANEOUS	2,000 31,000 32,000	107.51 1,265.00 0.00	355.22 11,065.00 0.00	0.00 0.00 0.00	1,644.78 19,935.00 32,000.00	17.76 35.69 0.00
TOTAL REVENUES	65,000	1,372.51	11,420.22	0.00	53,579.78	17,57
TAXES AND OTHER GOVERNMT 4-120.00 INTEREST 4-120.01 INVESTMENT ADJUST TO MARK TOTAL TAXES AND OTHER GOVERNMT	2,000 0 2,000	28.93 78.58 107.51	125-24 229-98 355-22	0.00 (	1,874.76 229.98) 1,644.78	6.26 0.00 17.76
CITY UTILITIES 4-400.00 SALE OF LOT 4-400.01 STREET & MONUMENT RESTORE 4-400.02 PERPETUAL CARE 4-400.03 GRAVE MARKING 4-400.04 MONUMENT MARKING 4-400.05 DEED TRANSFER FEE TOTAL CITY UTILITIES	3,000 18,000 10,000 0 0 31,000	40.00 925.00 100.00 200.00 0.00 1,265.00	50.00 9,540.00 750.00 600.00 125.00 0.00 11,065.00	0.00 0.00 0.00 0.00 ( 0.00 ( 0.00 0.00	2,950.00 8,460.00 9,250.00 600.00) 125.00) 0.00 19,935.00	$ \begin{array}{r} 1.67 \\ 53.00 \\ 7.50 \\ 0.00 \\ 0.00 \\ 0.00 \\ 35.69 \\ \end{array} $
MISCELLANEOUS 4-907.03 CEMETERY DEED TRANSFER FE 4-907.06 GRAVE DIGGING 4-999.00 TFR. FROM OTHER FUNDS 4-999.01 TRANSFER FROM RESERVES TOTAL MISCELLANEOUS	0 0 32,000 32,000	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0+00 0-00 0+00 0+00 0+00	0.00 0.00 <u>32,000.00</u> 32,000.00	0.00 0.00 0.00 0.00 0.00
TOTAL REVENUE	65,000	1,372.51	11,420.22	0.00	53,579+78	17,57

530-BOARD OF FIREMAN SERVICE FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	YTD BUDGET
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT MISCELLANEOUS	0 700	4.41 0.00	8.96 0.00	0.00 (	8.96) 700.00	0.00
TOTAL REVENUES	700	4.41	8.96	0.00	691.04	1.28
TAXES AND OTHER GOVERNMT 4-120.00 INTEREST TOTAL TAXES AND OTHER GOVERNMT	<u>0</u>	4.41	8.96	0.00 (	8+96) 8+96)	0.00
MISCELLANEOUS 4-913.00 MISC INCOME 4-999.01 TRANSFER FROM RESERVES TOTAL MISCELLANEOUS	0 700 700	0+00 0.00 0+00	0.00	0.00	0.00 700.00 700.00	0.00
TOTAL REVENUE	700	4-41	8.96	0.00	691.04	1.28

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### CITY OF NAVASOTA REVENUE REPORT AS OF: NOVEMBER 30TH, 2021

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540-GRANT FUND FINANCIAL SUMMARY

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	<pre>% YTD BUDGET</pre>
REVENUE SUM	ARY						
LIBRARY		3,558,500	0.00	75.00	0.00	3,558,425.00	0.00
MISCELLANE	EOUS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVEN	JES	3,558,500	0.00	75.00	0.00	3,558,425.00	0.00
LIBRARY							
4-510.00	WATER PRODUCTION GRANTS	0	0.00	0.00	0.00	0.00	0.00
4-511.00	WATER DISTRIBUTION GRANTS	100,000	0.00	0.00	0.00	100,000.00	0.00
4-513.00	GAS DISTRIBUTION GRANTS	0	0.00	0.00	0.00	0.00	0.00
4-515.00	WASTEWATER TREATMENT GRAN	0	0.00	0.00	0.00	0.00	0.00
4-516.00	SEWER COLLECTIONS GRANT	100,000	0.00	0.00	0.00	100,000.00	0.00
4-550.00	EDC GRANTS	0	0.00	0.00	0.00	0.00	0.00
4-560.00	STREET GRANTS	3,280,000	0.00	0.00	0.00	3,280,000.00	0.00
4-563.00	PARKS GRANTS	50,000	0.00	0.00	0.00	50,000.00	0.00
4-566.00	AIRPORT GRANTS	0	0.00	0.00	0.00	0.00	0.00
4-567.00	PD GRANT REIMBURSEMENT	5,000	0.00	0.00	0.00	5,000.00	0.00
4-567.01	COPS GRANT-TXR-2008062500	0	0.00	0.00	0.00	0.00	0.00
4-567.02	DOJ BULLETPROOF VEST PART	1,500	0.00	0.00	0.00	1,500.00	0.00
4-567.03	RECOVERY GRANT 2009SBB908	0	0.00	0.00	0.00	0.00	0.00
4-568.00	FIRE GRANT REIMBURSEMENT	5,000	0.00	0.00	0.00	5,000.00	0.00
4-568.01	SHSP GRANT	5,000	0.00	0.00	0.00	5,000.00	0.00
4-581.00	LIBRARY GRANTS	2,000	0.00	0.00	0.00	2,000.00	0.00
4-586.00	PW GRANTS	0	0.00	0.00	0.00	0.00	0.00
4-587.00	KNB GRANTS	5,000	0.00	0.00	0.00	5,000.00	0.00
4-589.00	AMERICAN RESCUE	0	0.00	0.00	0.00	0.00	0.00
4-591.00	REC CENTER GRANTS	5,000	0.00	75.00	0.00	4,925.00	1.50
4-592.00	TOURISM GRANTS	0	0.00	0.00	0.00	0.00	0.00
TOTAL LIB	RARY	3,558,500	0.00	75.00	0.00	3,558,425.00	0.00
MISCELLANEOU			0.00	0.00	0.00	0.00	0 00
4-999.00	TRASNFER IN	0	0.00	0.00	0.00	0.00	0.00
TOTAL MIS	CELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVEN	JE	3,558,500	0.00	75.00	0.00	3,558,425.00	0.00

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### 550-ECONOMIC DEVELOPMENT

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY		_				
TAXES AND OTHER GOVERNMT MISCELLANEOUS	155,500 536,000	19,143.53	33,591.29 2,500.00	0.00	121,908.71 533,500.00	21.60 0.47
TOTAL REVENUES	691,500	19,143.53	36,091.29	0.00	655,408.71	5.22
TAXES AND OTHER GOVERNMT4-105.01EDC PORTION OF SALES TAX4-105.02EDC LOAN REPAYMENT4-120.00INTERESTTOTAL TAXES AND OTHER GOVERNMT	155,500 0 0 155,500	19,105.16 0.00 <u>38.37</u> 19,143.53	33,498.83 0.00 <u>92.46</u> 33,591.29	0.00 0.00 0.00 (	122,001.17 0.00 92.46) 121,908.71	21.54 0.00 <u>0.00</u> 21.60
MISCELLANEOUS 4-913.00 MISC. INCOME 4-999.01 TRANSFER FRO RESERVES 4-999.02 TRANSFER FROM BOND TOTAL MISCELLANEOUS	10,000 126,000 400,000 536,000	0.00 0.00 0.00 0.00	2,500.00 0.00 2,500.00	0.00 0.00 0.00	7,500.00 126,000.00 400,000.00 533,500.00	25.00 0.00 0.00 0.47
TOTAL REVENUE	691,500	19,143.53	36,091.29	0.00	655,408.71	5.22

\*\*\* END OF REPORT \*\*\*

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### 777-PAYROLL IMPREST FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	<pre>% YTD BUDGET</pre>
REVENUE_SUMMARY						
TAXES AND OTHER GOVERNMT MISCELLANEOUS	0	0.03	0.03	0.00 (	0.03) 0.00	0.00
TOTAL REVENUES	0	0.03	0.03	0.00 (	0.03)	0.00
TAXES AND OTHER GOVERNMT 4-150.00 INTEREST TOTAL TAXES AND OTHER GOVERNMT	0	0.03	0.03	0.00 (	0.03)	0.00
MISCELLANEOUS 4-913.00 MISC INCOME TOTAL MISCELLANEOUS	0	0.00	0+00	0.00	0.00	0.00
TOTAL REVENUE	0	0.03	0+03	0.00 (	0.03)	0.00

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### 905-CAPITAL PROJECTS FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT MISCELLANEOUS	0	1,636.72 0.00	3,331.59	0.00	( 3,331.59) 10,000,000.00	0.00
TOTAL REVENUES	10,000,000	1,636.72	3,331,59	0.00	9,996,668.41	0.03
TAXES AND OTHER GOVERNMT 4-120.00 INTEREST TOTAL TAXES AND OTHER GOVERNMT	0	1,636.72	<u>3,331.59</u> 3,331.59	0.00	( <u>3,331.59</u> ) ( <u>3,331.59</u> )	0.00
MISCELLANEOUS 4-900.00 BOND PROCEEDS 4-900.01 BOND PREMIUM 4-999.01 TRANSFER FROM RESERVES TOTAL MISCELLANEOUS	10,000,000 0 10,000,000	0.00 0.00 0.00	0 - 00 0 - 00 0 - 00 0 - 00	0.00 0.00 0.00 0.00	10,000,000.00 0.00 0.00 10,000,000.00	0.00 0.00 0.00
TOTAL REVENUE	10,000,000	1,636.72	3,331.59	0.00	9,996,668.41	0.03

### 930-HOTEL

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	<pre>% YTD BUDGET</pre>
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT	141,000	17,899.75	27,867,31	0+00	113,132.69	19.76
TOTAL REVENUES	141,000	17,899.75	27,867.31	0.00	113,132.69	19.76
TAXES AND OTHER GOVERNMT 4-106.00 HOTEL-MOTEL TAX 4-120.00 INTEREST TOTAL TAXES AND OTHER GOVERNMT	140,000 1,000 141,000	17,796.70 103.05 17,899.75	27,660,36 206,95 27,867.31	0 - 00 0 - 00 0 - 00	112,339.64 793.05 113,132.69	19.76 20.70 19.76
TOTAL REVENUE	141,000	17,899.75	27,867.31	0.00	113,132.69	19.76

### CITY OF NAVASOTA REVENUE REPORT

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945-BOND FUND GEN OBLIGATION FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
TAXES AND OTHER GOVERNMT CITY UTILITIES LIBRARY MISCELLANEOUS	0 0 375,550 874,593	21.58 0.00 9,624.39 31,299.49	181.38 0.00 9,624.39 530,299.49	0.00 ( 0.00 0.00 0.00	181.38) 0.00 365,925.61 344,293.51	0.00 0.00 2.56 60.63
TOTAL REVENUES	1,250,143	40,945.46	540,105.26	0.00	710,037.74	43.20
TAXES AND OTHER GOVERNMT 4-120.00 INTEREST TOTAL TAXES AND OTHER GOVERNMT	<u> </u>	21.58	<u>    181.38</u>	0.00 (	<u>181.38</u> ) 181.38)	0.00
CITY UTILITIES 4-410.00 CURRENT TAXES TOTAL CITY UTILITIES	0	0.00	0.00	0.00	0.00	0.00
LIBRARY 4-500.00 TFR. FROM GENERAL FUND TOTAL LIBRARY	375,550	9,624.39 9,624.39	9,624.39	0.00	365,925.61 365,925.61	2.56
MISCELLANEOUS 4-900.00 BOND PROCEEDS 4-900.01 BOND PREMIUM 4-913.00 MISCELLANEOUS INCOME 4-999.02 CONTRIBUTION FROM WATER 4-999.04 CONTRIBUTION FROM SEWER 4-999.05 CONTRIBUTION FROM UTILITY TOTAL MISCELLANEOUS	0 0 292,297 292,297 290,000 874,593	0.00 0.00 10,186.03 10,186.03 10,927.43 31,299.49	0.00 0.00 180,295.62 180,295.62 169,708.25 530,299.49	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 112,000.88 112,000.88 120,291.75 344,293.51	$\begin{array}{r} 0.00\\ 0.00\\ 61.68\\ 61.68\\ 58.52\\ \hline 60.63\end{array}$
TOTAL REVENUE	1,250,143	40,945.46	540,105.26	0.00	710,037.74	43.20

#### CITY OF NAVASOTA REVENUE REPORT

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970-FOUNDATION FOR COMM PROJ FINANCIAL SUMMARY

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	<pre>% YTD BUDGET</pre>
REVENUE SUMMA	RY						
TAXES AND C LIBRARY	THER GOVERNMT	2,500 3,000	9.21 0.00	5,018.06	0.00 (	2,518.06) 3,000.00	200.72
TOTAL REVENUE	S	5,500	9,21	5,018.06	0.00	481.94	91.24
TAXES AND OTH 4-120.00 4-190.00 4-190.01 4-191.00 4-192.00 TOTAL TAXES	IER GOVERNMT INTEREST GRACE PARK DOWNTOWN REVTAL LIBRARY DONATIONS AND OTHER GOVERNMT	500 0 2,000 2,500	9.21 0.00 0.00 0.00 0.00 9.21	18.06 0.00 0.00 5,000.00 5,018.06	0.00 0.00 0.00 0.00 0.00 (	481.94 0.00 0.00 3,000.00) 2,518.06)	3.61 0.00 0.00 <u>250.00</u> 200.72
LIBRARY 4-567.00 4-581.00 4-594.00 TOTAL LIBRA	PD BLUE SANTA LIBRARY UTILITY BILLING RELIEF .RY	3,000 0 3,000	0.00 0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	3,000.00 0.00 0.00 3,000.00	0.00 0.00 0.00 0.00
TOTAL REVENUE	1	5,500	9.21	5,018.06	0.00	481.94	91.24

\*\*\* END OF REPORT \*\*\*

## CITY OF NAVASOTA MISCELLANEOUS ITEMS

## 1. PLANNING CALENDAR

## AGENDA PLANNING CALENDAR

## DECEMBER 13, 2021 - DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 11/29/2021

- 1. Called to order
- 2. Invocation/Pledge of Allegiance
- 3. Remarks of visitors
- Staff Report: (a) Introduce new employees; (b) Recognition of years of service Brian Colbert; (c) Update on Capital Improvements Project; (d) Fire Dept. update; (e) Home for the Holidays results; (f) Launch Party for TBB; (g) Utility Dept. update; (h) Proclamation – Tree of Angels; (i) Board and Commission update; and (j) Reports from staff and City Council
- 5. Public hearing for Pecan Lakes PUD
- 6. 1st reading of Ordinance No. 985-21, Pecan Lakes PUD Phase 3, Section 3
- 7. Resolution No. 705-21, accepting infrastructure at Pecan Lakes
- 8. 1<sup>st</sup> reading of Ordinance No. 986-21, amending Chapter 3 Building Regulations, Article 3.06 Signs, Section 3.06.013 Signs on Public Property
- 9. Public hearing abandoning 20ft. alleyway Block H, Park Place
- 10.1<sup>st</sup> reading of Ordinance No. 987-21, abandoning 20ft. alleyway Block H, Park Place
- 11.Contract with Lions Club on use of building at August Horst Park for the Boy Scout Troop
- 12.Contract with Tyler Technology software agreement
- 13.Consent agenda: (a) Minutes for the month of November 2021; (b) Expenditures for the month of November 2021
- 14.Adjourn

## JANUARY 10, 2022 - DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 12/27/2021

- 1. Called to order
- 2. Invocation/Pledge of Allegiance
- 3. Remarks of visitors
- Staff Report: (a) Introduce new employees; (b) Update on Capital Improvements Project; (c) Navasota Housing Authority update; (d) Library update; (e) Board and Commission update; and (f) Reports from staff and City Council
- 5. Bid award for AWOS system
- 6. 1st reading of Ordinance No. 988-21, adopting 2021 International Building Codes
- 7. 1<sup>st</sup> reading of Ordinance No. 989-21, adopting 2021 Fire Codes
- 8. Gas Study February Freeze 2021
- 9. Contract with Republic Services
- 10.Addendum to gas contract
- 11. Election contract for 2022
- 12.Consent agenda: (a) Minutes for December 2021; (b) Expenditures for December 2021; (c) 2<sup>nd</sup> reading of Ordinance No. 985-21, Pecan Lakes PUD; 2<sup>nd</sup> reading of Ordinance No. 986-21, Signs on Public Property; and (d) 2<sup>nd</sup> reading of Ordinance No. 987-21, abandoning 20 ft. alleyway, Block H, Park Place
- 13.Adjourn

# JANUARY 24, 2022 - DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 01/10/2022

- 1. Called to order
- 2. Invocation/Pledge of Allegiance
- 3. Remarks of visitors
- 4. Staff Report: (a) Update on Capital Improvements Project; (b) Board and Commission update; and (c) Reports from staff and City Council
- 5. 2<sup>nd</sup> reading of Ordinance No. 988-21, adopting 2021 International Building Codes
- 6. 2<sup>nd</sup> reading of Ordinance No. 989-21, adopting 2021 Fire Codes
- 7. Ajourn