

**MINUTES OF PUBLIC HEARING and REGULAR MEETING**

**February 14, 2017**

**MONTGOMERY CITY COUNCIL**

**CALL TO ORDER**

Mayor Pro Tem Rebecca Huss declared a quorum was present, and called the meeting to order at 6:00 p.m.

Present:        Jon Bickford            City Council, Place # 1  
                  John Champagne, Jr.    City Council, Place # 2  
                  T.J. Wilkerson            City Council, Place # 3  
                  Rebecca Huss            City Council, Place # 4  
                  Dave McCorquodale    City Council, Place # 5

Absent:        Kirk Jones                Mayor

Also Present: Jack Yates            City Administrator  
                  Larry Foerster            City Attorney

**INVOCATION**

T.J. Wilkerson gave the invocation.

**PLEDGE OF ALLEGIANCE TO FLAGS**

**PUBLIC HEARINGS:**

Convene into Public Hearing

Mayor Pro Tem Huss convened the Public Hearing at 6: 03 p.m.

1. For the purpose of giving all interested persons the right to appear and be heard on the proposed annexation by the City of Montgomery, Texas of the following described land: All that certain 14.5003 acre tract of land, more or less, situated in the John H. Corner Survey, Abstract No. 8, Montgomery County, Texas.

Mayor Pro Tem Huss advised that the public is invited to speak should they have any comments about this matter.

Mr. Yates advised this was the first of two public hearings regarding the annexation of the land that is located south of the Mia Lago development, and north of SH 105. Mr. Yates said the property is behind the 300 foot strip that was annexed several months ago, having to do with Pizza Shack. Mr. Yates said that the letters of notice were sent to property owners within 200 feet of the property and advised that he had not received any comments.

Mayor Pro Tem Huss asked if there was anyone present that would like to speak on the matter. There were no comments made by the public.

Reconvene into Regular Session:

Mayor Pro Tem Huss adjourned the public hearing at 6:04 p.m. and reconvened into Regular Session.

**VISITOR/CITIZENS FORUM:**

Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must be recognized by the Mayor. Council may not discuss or take any action on an item, but may place the issue on a future agenda. The number of speakers along with the time allowed per speaker may be limited.

There were no comments made.

**CONSENT AGENDA:**

2. Matters related to the approval of minutes for the Regular Meeting held on January 24, 2017.
3. Consideration and possible action regarding adoption of the following Resolution:

A RESOLUTION APPOINTING THE MONTGOMERY COUNTY EMERGENCY COMMUNICATION DISTRICT AS ADDRESSING AUTHORITY.

John Champagne asked about the Resolution wording that states “addressing authority”. Mr. Yates advised that this was set up at the time of the original 9-1-1 Board, where 9-1-1 would be the primary authority for setting street addresses throughout the County.

Mayor Pro Tem Hess asked how this is paid for, and whether it was by the builder requesting the address. Mr. Yates said that it was paid for by the 9-1-1 fees.

Dave McCorquodale moved to approve the consent agenda items as submitted. T.J. Wilkerson seconded the motion, the motion carried unanimously. (5-0)

**CONSIDERATION AND POSSIBLE ACTION:**

4. Consideration and possible action regarding adoption of the following Resolution:

A RESOLUTION OF THE CITY OF MONTGOMERY, TEXAS, SELECTING ADMINISTRATIVE AND ENGINEERING SERVICE PROVIDERS FOR A 2017-2018 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RELIEF PROJECT.

Mr. Yates advised that this Resolution is required as part of the submission to the CDBG Disaster Relief Project. Mr. Yates said that the Disaster Relief Fund is up to \$350,000, and is in addition to the FEMA Project for the Buffalo Springs Bridge repair. Mr. Yates said that new regulations require us to solicit and go through this formal process of hiring the grant administrator and grant engineer for each grant.

Mr. Yates said that the City has a Grant Committee that includes Rebecca Huss, T.J. Wilkerson, Susan Hensley and himself, that interviews the applicants. Mr. Yates advised that they received four engineering proposals, and they interviewed two, Jones and Carter and Weisser Engineering Firm.

Mr. Yates said that Weisser Engineering was a smaller firm out of Houston that works in this area. Mr. Yates said the Committee felt like interviewing them was just something else to explore to find out what other firms are out there. Mr. Yates said the Committee was recommending Jones and Carter's because of their experience with the City, in general, and specifically because the City has already hired them to do the work on the Buffalo Springs Bridge. Mr. Yates said that the Committee felt that Jones and Carter was the preferred choice.

Mr. Yates said that they only received one submittal for the grant administrator, which was Grantworks. Mr. Yates advised that Grantworks was the one that first told the City about this application for this grant. Mr. Yates said that the Committee was recommending Grantworks for the Grant Administration and Jones and Carter for the Grant Engineering Services.

John Champagne asked if the Committee was still in good standing. Mr. Yates said yes. John Champagne asked if the only reason for not choosing Weisser is because of their unfamiliarity with the area. Mr. Yates said no, he would say it was mainly because Jones and Carter has



already been selected to do the FEMA work and bridge design. Mr. Yates said that it would require some coordination, which is possible, because two engineering firms often work on a big project, it is just that Weisser also did not have that much experience with CDBG Grants. Mayor Pro Tem Huss said that Weisser also did not have experience with bridges, and they were unaware of the engineering structure that Jones and Carter is proposing.

Jon Bickford moved to select Jones and Carter as the Grant Engineer, and Grantworks as the Grant Administrator for the 2017-2018 Texas Community Development Block Grant Disaster Relief Project. T.J. Wilkerson seconded the motion.

Discussion: Dave McCorquodale asked to confirm that this motion includes the adoption of the Resolution as presented. Jon Bickford stated that his motion includes adoption of the Resolution as presented.

John Champagne asked about the grants charge for this application is a percentage of the total amount. Mr. Yates said that he believed it was a set percentage and asked Martha Drake, with Grantworks to speak. Mrs. Drake said that for the administration, it was 10 percent of the grant. John Champagne said that would be \$35,000. Mrs. Drake said that was correct, for the grant. Mayor Pro Tem Huss said that Grantworks also provides some of the environmental services and other services. Mrs. Drake said that was correct. Mrs. Drake said that the administration covers the environmental, regular record keeping, labor standards monitoring, which is getting the payroll information from the contractors and making sure they are paying the correct wage rates, and those types of things. Mrs. Drake said that the administration was not just a record keeping function. Mr. Yates said that it was a required part of the project and is a set fee in the grant. Mrs. Drake said that administration firms can charge up to 16 percent of construction, but their set standard is just to charge 10 percent of the grant, which normally ends up being around 12 percent of construction. John Champagne asked if that meant the net grant is \$315,000. Mrs. Drake said that was correct. Mayor Pro Tem Huss said that was money that the City would have had to pay had Mrs. Drake brought it to Mr. Yates attention.

The motion carried unanimously. (5-0)

The City Secretary, Susan Hensley, asked to confirm that the Mayor Pro Tem was retaining her right to vote on the items on the Agenda. Mayor Pro Tem confirmed that she was voting on this item, and had voted aye on the consent agenda.

5. Consideration and possible action regarding adoption of the following Resolution:

A RESOLUTION OF CITY OF MONTGOMERY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR BRIDGE REPAIRS AND AUTHORIZING THE CITY ADMINISTRATOR TO ACT AS THE CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

Mr. Yates advised that this Resolution is required as part of the submission to the CDBG Disaster Relief Fund grant application. Mr. Yates said that it basically states that the City is eligible to apply because of the federal disaster declaration received following the May 2016 flood. Mr. Yates stated that it also designates the City Administrator to act on behalf of the City regarding the grant documents.

Jon Bickford moved to adopt the Resolution for the City of Montgomery, Texas authorizing the submission of a Texas Community Development Block Grant, as presented. Dave McCorquodale seconded the motion, the motion carried unanimously. (5-0)

6. Consideration and possible action regarding amending the 2016-2017 City Operating Budget, and if necessary, schedule a public hearing to be held regarding a Budget Amendment.

Mr. Yates advised that this issue came up due to the delay in the opening of Kroger. Mr. Yates stated that the sales tax figure in the approved budget for 2016-2017 is \$1,650,000. Mr. Yates said that his proposed amended sales tax figure is \$1,490,000, which was a \$160,000 difference on the revenue side of the budget. Mr. Yates stated that on the expense side of the budget, there is a line item of \$148,000 for sales tax rebate, which would have been the portion that they would have to rebate to Kroger as provided by the agreement. Mr. Yates said that the net difference was \$12,000 if they were to delete the sales tax income and sales tax rebate.

Mr. Yates said that he had four options that they could select from to reduce the budget if necessary:

Option A – not purchasing a second patrol vehicle that is in the budget for \$31,500;

Option B - if the City Election is not held, there is \$16,000 budgeted for that expense;

Option C – reduce gas, oil and engineering costs.

Option D – would be to take no action, given that it is early in the fiscal year, and since only \$12, 000 is the amount to be cut from the \$2,992,042 total General Fund budget, with the assurance that the police vehicle will not be purchased. This would eliminate the process of a public hearing to amend the budget and the documentation needed by the accountant to formally amend the budget. Mr. Yates advised that a budget amendment requires the same public information and hearings as it did when the budget was originally adopted.

John Champagne moved that City Council leave the relatively small glitch in the budget to the City Administrator’s discretion to adjust accordingly at the time it needs to be adjusted, and do nothing and table this item for a later period. Jon Bickford seconded the motion.

Discussion: Dave McCorquodale thanked Mr. Yates for the excellent summary. Jon Bickford concurred. Mayor Pro Tem Huss said that it was nice to know their different options, and also thanked Mr. Yates.

The motion carried unanimously. (5-0)

Mayor Jones arrived at the meeting at 6:17 p.m.

Mayor Jones stated that he was sorry he was late to the meeting.

7. Consideration and possible action for the approval of the Certificate of Acceptance, including fiscal guarantee, of water, sanitary sewer, drainage and paving improvements to Terra Vista, Section One Subdivision.

Mr. Ed Shackelford, City Engineer, presented the information to City Council. Mr. Shackelford advised that the project has been underway for some time and they have done various inspections. Mr. Shackelford advised that the developer has done through the punch list and fixed the items that they had concerns about. Mr. Shackelford stated that tonight he is presenting the Certificate of Acceptance, where the process is showing that these are public streets and a public utility subdivision that City Council has to formally accept water, sewer streets and drainage, in this particular case.

Mr. Shackelford said that there were also a couple of other things that go with the Certificate of Acceptance. The Code requires a financial guarantee by the developer or contractor for this project. Mr. Shackelford said that the developer, Mr. Bowen, has suggested a Letter of Credit, but the City does not have a standard form adopted, but the City Attorney, Mr. Foerster, has



put together a draft form that was made available this afternoon for his review, but has probably not been seen by the developer.

Mr. Shackelford said that he would like to ask that City Council approve acceptance subject to the City's receipt of an acceptable Letter of Irrevocable Credit so that the City is covered for the one year warranty period. Mr. Shackelford said that the one year warranty period would start as if this evening subject to City Council's approval and him coming back at some point between now and the next meeting saying the developer has meet all the requirements. Rebecca Huss asked if they should put a time limit on the action, and if it should be more difficult for them to achieve their Letter of Credit. Rebecca Huss said if this were to drag on for six months, half of their warranty period would be gone.

Mr. Bill Kotlan, Engineer for the developer, stated that they have Letters of Credit with them, they just did not have the language that Mr. Foerster brought, but they could easily have them modified. Jon Bickford asked what the amount of the Letter of Credit that would be requested. Mr. Shackelford said that it was 30 percent of the construction values. Mr. Kotlan advised that for Terra Vista the Letter of Credit was for \$251,959, and Waterstone on Lake Conroe, Section 2, was for \$207,484. Jon Bickford said that the City would be hanging for \$458,000.

John Champagne asked if the Letter of Credit required money to be set aside in an account. Mr. Foerster advised that since he did not have a form for the Letter of Credit he had used the City of Conroe's Letter of Credit form, which he found acceptable, except for the fact that he felt that money needed to be available and guaranteed by the bank. Mr. Foerster said that they would need the funds immediately, not three months or three weeks from now. Mr. Foerster said that the only language that he had added, which he did not think would be offensive to any developer, was simply that the bank has to represent that the money is in an account and immediately available upon call by the City. Mr. Foerster said with that additional language, he felt like he would be comfortable with a Letter of Credit, because they are assuming that the bank will be a reputable bank that will have those funds and can feel comfortable about signing the Letter of Credit.

Mr. Kotlan said that they have two Letters of Credit with them tonight, which you have to have money in the bank to get a Letter of Credit. Mr. Kotlan said that these Letters of Credit are actually with the City of Conroe's Letter of Credit requirements. Mr. Kotlan said that the only thing that they changed was the name to the City of Montgomery, so the only difference

between his letters and the forms that Mr. Foerster is asking for is the language about the funds being immediately available. Mr. Kotlan said that the funds have to be available anyway. Mr. Foerster said that he just wanted the language because he has some concern. John Champagne asked if the Letters of Credit that Mr. Kotlan is referring to were still outstanding. Mr. Kotlan advised that these Letter of Credit were obtained today, so they are good Letters of Credit right now.

John Champagne asked about “irrevocable” in a legal term as it pertains to this, and what that entailed. Mr. Foerster said that it simply means that they cannot at any time withdraw or revoke the Letter of Credit during the one year term, and the funds will be available. Mr. Foerster said that the Letter of Credit requires the City to identify what the failures are, the material defects in the improvements. Mr. Foerster said that once the City submits a written statement, such statement shall be sufficient and conclusive, and the City will not be required to further state the nature of grounds for compliance. Mr. Foerster said that all he had done was to make sure to clarify that the bank is representing, in the Letter of Credit, that the money is available and can be used, and quickly drawn down on. John Champagne asked that it be immediately available.

Mr. Kotlan read the wording of the Letter of Credit from First National Bank to City Council which stated the following: “Dear Mayor Jones, Acting at the request of our customer, Waterstone on Lake Conroe, Inc., we hereby authorize the City of Montgomery, Texas, to draw on the sum U.S. \$259,959, available by a City draft. The draft must be accompanied by a signed statement that Waterstone on Lake Conroe, Inc. has failed to repair material defects in workmanship and materials incorporated in the construction of the subdivision approved as required under City of Montgomery Code of Ordinances, Chapter 78, in connection with the plat of Terra Vista at Waterstone, Section 1. Such statement shall be sufficient and conclusive and you will not be required to further state the nature of grounds of noncompliance. Both the draft and written statement may be signed by any of the following officers of the City of Montgomery, Texas, the Mayor, the Mayor Pro Tem or the City Administrator.” Mr. Kotlan said that what they are basically saying is that this money is available if the City signs a statement that says that they failed and the City can get the money.

John Champagne said that, just for his understanding, he has only requested two Letters of Credit in his entire career, the requirements are whatever determines noncompliance, and asked who determines the noncompliance. Mr. Kotlan said that a letter by the Mayor, or one of the



stated officers, that states the developer failed under Chapter 78 to do the maintenance repairs is all that has to happen in order for the City to get the money. Mr. Shackelford said that in essence, if someone in public works identifies a problem in Terra Vista, they would notify him, then they would notify the developer or his designee, who will have a certain period of time to go remedy the defect to City standards, and if they don't then the City has the right to go call the money.

Rebecca Huss said that in the past, like with the water well, where Jones and Carter went out and inspected the site to make sure that all the items were running as they should be and if not, they identify the area where that was not the case. Mr. Shackelford said that they would conduct the inspection.

Jon Bickford asked Mr. Foerster about his additional verbiage, and confirmed that it was not included in this Letter of Credit. Mr. Foerster said that was correct. Mr. Foerster further stated that the City of Conroe is comfortable with their language, and it is implied in the Letter of Credit that the bank is saying we have the money and irrevocably guarantee that money will be available for the City upon the submission of the written statement being sent out on the Letter of Credit. Mr. Foerster said that all he simply did was to clarify that they are representing that the money is in the account and it is immediately available to the City upon request.

Jon Bickford asked if Mr. Foerster had any issue if they conditionally approve this action, based on this language getting incorporated in the Letter of Credit. Mr. Foerster said that he did not. Mr. Foerster asked Mr. Kotlan if he saw any problem with the bank agreeing to sign a Letter of Credit with that additional language included. Mr. Kotlan said that the only thing that he could think of is that the Letter of Credit that they have is irrevocable so they would actually have to have something from the City to revoke it, in order to do a new one. Mr. Foerster said that the Letter of Credit has not been submitted to the City tonight, so it has not been accepted so there is time to make the change. Mr. Foerster said that the form can be sent to Mr. Kotlan with the revised wording this evening so that you will have it in the morning. Mr. Foerster said that he did not think that the bank would have a problem with the change, it was just for further clarification, and apparently John Champagne agrees with his concern, so if that does not work they will work through the matter tomorrow.

Mr. Foerster said that none of the cities that he works with have used Letters of Credit, obviously the City of Conroe does, and there are probably other cities that do as well, if you are dealing with a reputable bank and you have a good Letter of Credit, ordinarily the possibility is greater that you can get funded through a Letter of Credit quicker than you could from a bonding company. Mr. Foerster said that in his experience bonding companies will take longer on making payments, they will go back to the insured and it could be weeks or months before the City would see the money, so a Letter of Credit, using First National Bank, which is a very reputable bank, could mean that the City could get their cash quicker. Mr. Shackelford said that it was pretty rare to have to call a Letter of Credit to start with. Mayor Jones said that just to clarify something, in his mind, everything is the same except for the instrument of guarantee, as far as the City's normal process. Mr. Shackelford said that was correct.

Jon Bickford moved to approve the Certificate of Acceptance certifying that all the public improvements in the subdivision are placed properly according to the plans, but that they not start the one year maintenance period until the City gets the Letter of Credit updated with the language that the City Attorney recommended, but as soon as the City receives the updated Letter of Credit they will accept. Mr. Foerster said that he would expect to receive the updated Letter of Credit tomorrow. John Champagne seconded the motion, the motion carried unanimously. (5-0)

8. Consideration and possible action for the approval of the Certificate of Acceptance, including fiscal guarantee, of water, and sanitary sewer to Waterstone, Section Two, Subdivision.

Mr. Shackelford stated that this item was the same as the previous item, except it was related to Waterstone, Section Two. Mr. Shackelford said that the big difference with this item, Waterstone, Section Two, the streets and the drainage are private, so all the Certificate of Acceptance and the Letter of Credit will be for the water and sanitary sewer systems.

Jon Bickford stated he would make the same motion for this item as he had made for the previous item, with the same conditions.

Jon Bickford moved to approve the Certificate of Acceptance certifying that all the public improvements in the subdivision are placed properly according to the plans, but that they not start the one year maintenance period until the City gets the Letter of Credit updated with the language that the City Attorney recommended, but as soon as the City receives the updated

Letter of Credit they will accept. Mr. Foerster said that he would expect to receive the updated Letter of Credit tomorrow. John Champagne seconded the motion, the motion carried unanimously. (5-0)

9. Consideration and possible action for the approval of the Certificate of Acceptance of lift station to Waterstone, Section Two, and Terra Vista Subdivisions.

Mr. Shackelford said that this final item for the Certificate of Acceptance is the lift station that serves both Waterstone, Section Two and Terra Vista Subdivision and future subdivisions in Waterstone, so they will need a Letter of Credit for the lift station.

Mr. Foerster said, as a point of clarification, with the two Letters of Credit that they are offering to cover both the lift station and the water and sewer. Mr. Kotlan said that the Letter of Credit for Waterstone, Section Two includes the lift station, because the lift station property is in Section Two. Mr. Foerster said that they will only have one Letter of Credit for Waterstone, Section Two. Mr. Kotlan said that the Letter of Credit covers Waterstone, Section Two and the lift station. Mr. Foerster said that was fine.

Jon Bickford moved to make a similar motion for this item, accepting the lift station serving Waterstone, Section Two, pending receipt of the Letter of Credit with the updated language as recommended by the City Attorney. John Champagne seconded the motion, the motion carried unanimously. (5-0)

10. Consideration and possible action regarding authorizing a Utility and Economic Feasibility Study for the southwest corner of FM 2854 and SH 105 regarding The Shoppes at Montgomery.

Mr. Shackelford presented the information to City Council, advising that this would be a 26 acre tract, and the study would be subject to the City receiving the Feasibility Study funds because they have not been paid. Mayor Jones asked if this was normal operating procedure for a new development. Mr. Shackelford said that was correct.

Rebecca Huss moved to authorize a Utility and Economic Feasibility Study pending receipt of the funds for said study. Dave McCorquodale seconded the motion, the motion carried unanimously. (5-0)



11. Consideration and possible action regarding a letter of authorization to LDC Gas Company for implementation of a temporary surcharge to recover relocation costs due to relocation of Lone Star Bend Street, subject to the Railroad Commission approval of the surcharge.

Mr. Yates said that he was contacted by the Chairman of the LDC Gas Company, because LDC had previously placed a gas line in the location of the planned Lone Star Bend, which is off Lone Star Parkway. Mr. Yates said that the location has been changed in a preliminary plat relocation farther to the east, and a new gas line is planned to be placed in a new location on Lone Star Bend. Mr. Yates said that LDC has filed a request with the Texas Railroad Commission to institute a one-time surcharge to recover costs associated with the realignment of the gas line. The Railroad Commission has instructed LDC to seek a letter, from the City, that they have no objection to the surcharge.

Mr. Yates said that LDC has a computation showing the cost for the new line be \$20,527 and they are proposing to charge their 990 Montgomery customers .40462 cents per 1,000 cubic foot of gas used for one year, which they have estimated an average surcharge, per customer of \$20.73 for the annual cost of the surcharge.

Mr. Yates said that he spoke with Mr. Foerster, because LDC had asked Mr. Yates to approve this action. Mr. Yates said that they both thought that it should come before City Council since it was a utility rate increase.

John Champagne asked why the gas line has to be relocated. Mr. Yates said it was because Lone Star Bend was originally planned for 68 feet north of where it is going to be located because of the irrigation of the subdivision. Dave McCorquodale asked if this was a trunk line that serves existing residents. Mr. Yates said that he would call it an advance construction line. Dave McCorquodale asked if the gas that the residents in Buffalo Springs have now does not flow through this line. Mr. Yates said no it does not flow through the line in question.

Rebecca Huss said that basically they laid the gas line down in expectation of future customers, but are not willing to absorb the risk of that decision. Jon Bickford said that now that they have to move the gas line, they want the 990 Montgomery residents to pay for it. Rebecca Huss said that they do not even have 990 water taps, how could they have 990 gas customers in Montgomery. Mayor Jones said that must be their total franchise customers. Rebecca Huss said that they could not speak for people that live outside the City limits.

Jon Bickford moved to deny the temporary surcharge. John Champagne seconded the motion.

Discussion: Dave McCorquodale asked for clarification that this would mean that they could not increase rates to City residents or does that just have some bearing on their action with the State. Mr. Yates said that he believed that it only has the effect of a comment to the State. John Champagne said that the gas company can still get the rate increase, and they probably will get it. John Champagne said that he wished he had a business like that.

The motion carried unanimously. (5-0)

Mayor Jones thanked Mayor Pro Tem Rebecca Huss for standing in for him. Rebecca Huss said thank you for the one opportunity in two years to do so.

### **EXECUTIVE SESSION:**

The City Council reserves the right to discuss any of the items listed specifically under this heading or for any items listed above in executive closed session as permitted by law including if they meet the qualifications in Sections 551.071(consultation with attorney), 551.072 (deliberation regarding real property),551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Government Code of the State of Texas.

12. Convene into Closed Executive Session as authorized by the Texas Open Meetings Act, Sections 551.071 (consultation with attorney), and 551.074 (personnel matters regarding Employment Agreement renewal with the City Administrator).

Mayor Jones convened into Closed Executive Session at 6:42 p.m.

13. Convene into Open Session.

Mayor Jones reconvened into Open Session at 7:28 p.m.

### **POSSIBLE ACTION FROM EXECUTIVE SESSION:**

14. Consideration and possible action resulting from the item(s) listed under Executive Session.

Rebecca Huss moved to table the consideration of the Employment Contract with the City Administrator until the March 14, 2017 City Council Meeting. Dave McCorquodale seconded the motion, the motion carried unanimously. (5-0)

Mayor Jones recognized Mr. Ryan Henderson from Boy Scout Pack 1042. Mr. Henderson stated that he was a Weeblo Scout from Troop 1042.




Mr. Henderson asked Mayor Jones how long he has been a part of City Council. Mayor Jones advised that he has been on City Council for approximately 10 years. Mr. Henderson asked Mayor Jones what was his favorite part of being on City Council. Mayor Jones said that it was public service, because he really believes in public service. John Champagne asked Mr. Henderson how long he has been in Cub Scouts. Mr. Henderson said that he has been in Scouts for four years. Rebecca Huss asked Mr. Henderson if he started out as a Tiger. Mr. Henderson said that he started out as a Bobcat. Jon Bickford asked Mr. Henderson what was his favorite part of being a Scout. Mr. Henderson said that he got to spend time with his friends and get to do projects. Mayor Jones asked what Mr. Henderson's rank was. Mr. Henderson advised he was a Weeblo Scout working on his Arrow of Light. John Champagne asked Mr. Henderson if he liked to speak in public. Mr. Henderson said that he did like to speak in public. John Champagne said that it takes a lot of courage to do what he did. Mayor Jones and City Council thanked Mr. Henderson for coming to see the meeting and welcomed his to come back.

**COUNCIL INQUIRY:**

Pursuant to Texas Government Code Sect. 551.042 the Mayor and Council Members may inquire about a subject not specifically listed on this Agenda. Responses are limited to recitation of existing policy or a statement of specific factual information given in response to the inquiry. Any deliberation or decision shall be limited to a proposal to place on the agenda of a future meeting.

**ADJOURNMENT**

Rebecca Huss moved to adjourn the meeting at 7:31 p.m. Dave McCorquodale seconded the motion, the motion carried unanimously. (5-0)

Submitted by:   
Susan Hensley, City Secretary

Date Approved: 02/28/17

  
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Mayor Kirk Jones

