

**MINUTES OF PUBLIC HEARING and REGULAR MEETING**

**May 12, 2015**

**MONTGOMERY CITY COUNCIL**

**CALL TO ORDER**

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

Present:        Jon Bickford                    Position # 1  
                  Kirk Jones                        Position # 3 (Mayor Pro Tem)  
                  Rebecca Huss                    Position # 4  
                  Dave McCorquodale            Position # 5

Absent:         John Champagne                Position # 2

Also Present:  Jack Yates                     City Administrator  
                  Larry Foerster                  City Attorney

**INVOCATION**

Mr. T.J. Wilkerson, Council Member Elect, gave the invocation.

**PLEDGE OF ALLEGIANCE TO FLAGS**

**PUBLIC HEARINGS:**

Convene into Public Hearing:

1. Public Hearing regarding the annexation of 9.450 acres of land, more or less, in the JOHN H. CORNER SURVEY, Abstract 8, in Montgomery County, Texas, and further described as:
  - Being 6.202 acres of land situated in the JOHN H. CORNER SURVEY, Abstract 8 of Montgomery County, Texas, said tract more particularly described by metes and bounds description filed with the City Secretary of the City of Montgomery, Texas, and recorded owners being Cole E. Komar, Melissa Rampy Arney, Ty C. Rampy and James Clifton Rampy;
  - Being 2.039 acres of land situated in the JOHN H. CORNER SURVEY, Abstract 8 of Montgomery County, Texas, said tract more particularly described by metes and bounds description filed with the City Secretary of the City of Montgomery, Texas, and recorded owners being Cole E. Komar, Melissa Rampy Arney, Ty C. Rampy and James Clifton Rampy;
  - Being 1.209 acres of land situated in the JOHN H. CORNER SURVEY, Abstract 8 of Montgomery County, Texas, said tract more particularly described by metes and bounds description filed with the City Secretary of the City of Montgomery, Texas, and recorded owner being Cole E. Komar;

(This is the first Public Hearing, the second Public Hearing will be held on May 26, 2015)

Mayor Pro Tem Jones convened the Public Hearing at 6:02 p.m.

Mr. Foerster advised that this was the first of two public hearings that are required by law to annex these three portions of property between Lone Star Parkway and Stewart Creek Road, on the north side. Mr. Foerster stated that the property has been petitioned by the Rampy family heirs and another individual that is a family heir. They want to have the City provide them water and sewer for a proposed new Pizza Shack. Pizza Shack will move from their current location in downtown Montgomery to Stewart Creek and SH 105. Mr. Foerster stated that after the two public hearings, Council will take action in June.

James Langley asked whether the City was going to annex the property and then zone, or are they going to become annexed with the zoning.

Mayor Pro Tem Jones said that he assumed the Planning and Zoning Commission would look at the zoning after the annexation. Mr. Foerster advised that was also his understanding. Rebecca Huss said that the property was relatively undeveloped, so if they annex it now, then anything approved would be given the City's current rules and ordinances.

James Langley asked whether the property would fall under the highway beautification corridor.

Mayor Pro Tem Jones advised that it would fall under the highway beautification corridor. Dave McCorquodale advised that the corridor enhancement ordinance would automatically take effect, and then any zoning on top of that would be the discretion of the Planning and Zoning Commission. Rebecca Huss advised Mr. Foerster that the City might need to extend the beginning of the corridor enhancement at the east point. Dave McCorquodale said he thought that the way the ordinance was worded was that the corridor begins at the City limits. Mr. Foerster advised that he was not familiar with the ordinance and would check on whether it automatically extends to the existing City limits. Mayor Pro Tem Jones advised that the corridor enhancement ordinance basically states that you can't have corrugated metal as the outside covering of a building.

Bob Stewart stated that they were talking about annexing land and then running services to the land, and noted there is property inside the City now that does not have all the City services. Mr. Stewart asked if the City was going to consider providing services to the areas inside the City first, before they add new services to property that the City is annexing.

Jon Bickford said that he did not know if Mr. Stewart was referring to homes or commercial interests along SH 105. Jon Bickford stated that the City has two options; option A is the grant application to pay to install the services, and option B, if the grant does not go through, Montgomery EDC ("MEDC") has chosen to

sponsor running the services out to the location, because the commercial properties will contribute taxes.

Mr. Stewart asked whether option A would have enough flexibility in the grant to include services for residential homes that don't have services.

Jon Bickford advised that the grant was very specific to commercial properties and to create new jobs in the City. Jon Bickford stated that they are doing a similar grant for the Kroger properties. Mayor Pro Tem Jones stated that there might be other grants available.

Mr. Stewart asked if the City had investigated other grants that might be more geared to residential services.

Mayor Pro Tem Jones advised that at this moment they had not checked into those type of grants. Rebecca Huss advised that the intent is to get back some of the funds invested by the MEDC, as property develops from what they are calling the Pizza Shack corner west, to help recoup some of the expenses. Rebecca Huss stated that the intent is to have them share with the cost of the pipeline.

Mr. Stewart stated that he understood from the commercial standpoint, he was just curious if there was some way that they could piggyback residential with commercial.

Jon Bickford said that they are very specific, and one of the key contributors as to whether you get the grant is the number of jobs that are added by the development. Jon Bickford stated that if the jobs that are reported to be created are not created, the State can come back and take funds away. Jon Bickford said that it was a good point and worth looking into doing something for the residential section with grant funds.

Reconvene into regular session:

Mayor Pro Tem Jones reconvened into regular session at 6:11 p.m.

**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.

- Mr. Ike Fluellen, introduced himself as a candidate for Constable, Precinct 1, in the 2016 County Election. Mr. Fluellen advised that he had 38+ years of police experience and he had retired as Captain with the Montgomery County Sheriff's Department in 2013. Mr. Fluellen thanked Council for letting him speak.

**CONSENT AGENDA:**

2. Matters related to the approval of minutes for the public hearings and regular meeting held on April 28, 2015.

Dave McCorquodale moved to approve the minutes as presented. Rebecca Huss seconded the motion, the motion carried unanimously. (4-0)

**CONSIDERATION AND POSSIBLE ACTION:**

3. Consideration and possible action regarding approval of a Proclamation, proclaiming the month of May 2015 as Motorcycle Awareness Month.

Mayor Pro Tem Jones read the Proclamation into the record. Jon Bickford moved to approve the Proclamation. Dave McCorquodale seconded the motion.

Discussion: Rebecca Huss stated that this hits particularly hard this year, with Trenton Fortune, a student at the high school, being a victim of a motorcycle accident in February. Rebecca Huss asked everyone to think hard and to take the words to heart.

The motion carried unanimously. (4-0)

Sparkles and Queen, with the Steel Heels motorcycle group, were present to receive the Proclamation.

4. Consideration and possible action regarding approval of a Resolution regarding Texas Capital Grant – Steward Creek Road/Hwy 105.

Nic Houston, with Public Management, Inc., advised that they had submitted the same grant application last month, but they did not approve the retained jobs, so they are wanting to resubmit using created jobs.

Mr. Houston advised that because of that change, they have to reduce the funding to \$325,000, but other than that everything will be the same. Mr. Houston stated that in Section 5, to make up the funds for the \$400,000 project, the MEDC will contribute \$75,000. Jon Bickford stated that it would be an additional \$75,000. Mr. Houston said that was correct. Jon Bickford asked whether they could do that without MEDC approval. Mayor Pro Tem Jones said that he thought the MEDC approved up to \$100,000.

Mr. Houston advised that the original project was \$400,000, but they reduced the grant request to \$325,000. Mr. Yates advised MEDC approved funds up to \$100,000. Mr. Yates said that the reason for the resolution was not to increase the MEDC funds, but to have the precise amount of \$75,000. Mayor Pro Tem Jones stated that the original estimate on the project was \$500,000, then it was lowered. Mayor Pro Tem Jones asked about the retained jobs issue, and whether it was because there were not enough retained jobs, or if they did not buy that they would retain jobs. Mr. Houston advised that they were just getting stricter on proving the retained jobs, and the business needs to show that they are either going to move out of state or they will close if they do not get the improvements. Mayor Pro Tem Jones asked if it had to be out of state not just out of town. Mr. Houston advised that it would have to be out of state. Dave McCorquodale asked to confirm that the total amount that

they are talking about is still \$400,000, and it is just the grant amount that is \$325,000. Mayor Pro Tem Jones advised that was correct, and the grant application would be submitted on the May 20, 2015. Mr. Houston advised that was correct.

Jon Bickford stated that as long as MEDC had the funds for the project, and they are not increasing what we ask from MEDC, they he made a motion to accept the change and approve the Resolution.

Discussion: Rebecca Huss asked if the administrative cost was going above ten percent, because it is \$35,000 on a \$325,000 grant. Rebecca Huss asked whether the administrative cost was only on the grant amount and asked if the City was paying Mr. Houston to manage the City's money. Mr. Houston advised that they were managing the project. Rebecca Huss stated the City is paying the City Engineer to manage the project. Mr. Houston advised that the City Engineer would manage the engineering side, but there was a lot of compliance and environmental issues that they would manage. Mr. Houston stated that this could be a three year project. Mr. Houston stated that if the project is under \$750,000 then they set the administration costs at \$35,000, and if the project is above \$750,000 the cost is \$50,000.

Dave McCorquodale seconded the motion, the motion carried unanimously. (4-0)

5. Consider and possible action to approve the Chapter 380 Economic Development Agreement with Milestone Properties, Inc. for the proposed Kroger commercial development at State Highway 105 and Lone Star Parkway.

Mr. Foerster presented a summary regarding the 380 Economic Development Agreement with Milestone Properties, Inc. Mr. Foerster explained that Chapter 380 of the State Local Government Code, allows private and public partnerships to invest in undeveloped properties within a City, so that the City can encourage new development within its borders. Mr. Foerster stated that there are many cities that have done these type of agreements.

Mr. Foerster advised that there is a provision in the Local Government Code, Section 501.103 that permits an economic development corporation, such as the MEDC, to also participate if it is tied to jobs.

Mr. Foerster stated that in order for the City to move forward with the project, they would need to enter into a development agreement, which they have agreed to, but they need to agree on the terms of the agreement. Mr. Foerster stated that the terms of the agreement would involve a grant in the amount of \$5,636,398.00, to be paid out over a period of fifteen (15) years, and if the rebates are not reimbursed to the developer by then, the City's commitment terminates.

Mr. Foerster stated that there would be at least 144 new jobs created, and there could be other jobs created by other retail stores that are planned to be opening along with Kroger. Mr. Foerster advised that if for some reason the Kroger Store does not open, the City would have no obligation. Mr. Foerster said that the store must be operational by January 1, 2018, but he has been told that their goal is to be open by April 2016. Mr. Foerster added that a property tax rebate had also been incorporated into the agreement, which will accelerate the payoff of the debt.

Mr. Foerster stated that one thing that is incorporated is the payoff of the existing City debt to Phillip and Holly LaFevre, and various companies that entered into a development agreement on January 23, 2007. Mr. Foerster advised that the payoff of that debt would be on the first anniversary of the public opening of the Super Store. It should open in April or May 2016, and the debt would not exceed \$400,000, which would pay off Mr. LaFevre.

Mr. Foerster advised another thing that is part of the agreement, which City Council was emphatic about, was that they wanted the developer to pay for a gateway monument on a part of the property that would introduce the traveling public that this is the entrance to the City of Montgomery. Mr. Foerster stated that the design is still up in the air, but a preliminary design would perhaps have a Texas Flag and have a sign saying "Welcome to the City of Montgomery, Texas Birthplace of the Lone Star Flag." This will be located on the corner of SH105, catty corner directly across the street from the historical marker for Charles B. Stewart. Mr. Foerster stated that Agenda Item 6 has to do with an agreement with the developer finance the gateway monument. Mr. Foerster stated that the amount that he had put in, based on previous conversations, was \$50,000, which might be too low. Mr. Foerster stated that he had checked with the City of Conroe regarding their monument. The two water features at I45 and SH105, and the two poles were constructed for \$19,000, so that gives you an example.

Rebecca Huss asked about Article 2, Remedies, which says nothing that obligates them to build or open a shopping center. Rebecca Huss understood that they did not have to pay the City damages, but she wondered if it needed to be spelled out that the agreement would be torn up if they don't build a Kroger Super Center by January 2018. Mr. Foerster advised that was a good point. The City's only obligation is to make payments, but if they do not perform by January 1, 2018, we have no obligation to make payments. Rebecca Huss questioned whether it should be more clearly spelled out, because she did not feel that it was as obvious. Rebecca Huss did not want to be in the same position as they were before, where a previous 380 agreement on an undevelopable property impedes the ability to develop the property. Mr. Foerster stated that what was being asked for was language in the contract that would provide if they do not have this project completed in accordance with the agreement on January 1, 2018, being the Kroger Super Store, which might not involve other pad sites, then this agreement is null and void. Rebecca Huss said that was correct.

Mr. Foerster advised that if they go back and look at the Project 2 language, and if they are satisfied with the language for the scope of the project, he will add that language, and go back to the developer. Rebecca Huss advised that the Kroger Market Place has a significant portion of their floor space dedicated to taxable items. Mr. Foerster stated that it would be like the Kroger in Willis, which is a Market Place. Rebecca Huss said that she did not know if they needed language in the agreement to spell out the description of the Market Place, and the format of the store, which is what they promised. Rebecca Huss stated that she believed that they had a specific definition for the Market Place Store, which could probably be found in their Annual Report. Jon Bickford stated that he felt that they should ask them for their description for a Kroger Market Place, and then incorporate that description into the agreement. Mr. Foerster advised that he would also add the remedies section into the agreement.



Jon Bickford asked about Article 3, Section 6, and whether Mr. Lefevre has agreed to the terms, and whether we in the position to dictate the terms. Mr. Foerster advised that he had not spoken to Mr. LaFevre, so he did not know. Jon Bickford said that he might be expecting his money in two months, and we will be telling him two years. Mr. Yates stated that Mr. LaFevre had called last week, and said that he understands when the payoff is and the amount. Jon Bickford asked if Mr. LaFevre confirmed that in writing, or if Mr. Yates had it in his notes so that it is recorded. Mr. Yates advised that he would get that information in writing. Mayor Pro Tem Jones asked if the agreement was able to transfer one debt to another. Mr. Foerster advised that it did not, so they would need Mr. LaFevre to agree to the terms of paragraph 6 of Article 3. Rebecca Huss asked if Phillip and Holly LaFevre should sign the agreement before Council executes the agreement. Mr. Foerster advised that they would need something in writing from them. Rebecca Huss stated she felt that the deal with them needed to be confirmed before this agreement is done.

Jon Bickford commented that in Section A the agreement discusses the amount due that is \$5.6 million, and they also talk about that under the property tax rebate. Jon Bickford stated that he would like to see the schedule that Council was presented and agreed on, which showed that the portion of the reimbursement that will come from property tax and the portion from sales tax, with a total not to exceed for both taxes. Jon Bickford advised when you add both of the tax amounts together they equal \$5.6 million.

Jon Bickford said that the agreement referred to the cumulative payments being paid until they reach \$5.6 million, which he did not agree with. Jon Bickford stated that he felt that they needed to clarify the information and include the tables that show the two separate totals for ad valorem and sales tax.

Mr. Foerster confirmed that Council was asking him to go back to Milestone's representative and ask for the table that Council was presented with at the December meeting. Council would like to incorporate that into the agreement, so that they would actually have two different payment schedules, one for sales tax (EDC and City) and one for property tax. Mayor Pro Tem Jones said that he did not think that they entire table needed to be included, just the bottom line. Jon Bickford agreed with that recommendation. Jon Bickford said that he thought that he remembered the figures that they had presented was \$4 million in sales tax and approximately \$1.6 in ad valorem tax, which would equal \$5.6.

Mr. Foerster confirmed that Jon Bickford was relying on that table that was presented when they approved this proposition. Jon Bickford confirmed that information. Jon Bickford stated that all the formulas and the payments would remain the same, but he wanted the two different stacks, so that they would pay off the amounts separately.

Jon Bickford commented on Section 4, Assignability, where the developer can transfer his rights to any person without consent of the City or EDC, which he did not think that the City should allow to happen. Mr. Foerster stated that given the conversation that he had with Patrick Berry, he felt that this could be a deal breaker, because he had originally included that the City had to approve assignability. Mr. Berry said that it was critical to him that he had the right to assign. Jon Bickford stated that he would be comfortable with him assigning to a bank or lender, but he would not be happy with it being assigned as part of a resale. Rebecca

Huss commented that if it was part of a resale, it could be a business that the City would not want. Mayor Pro Tem Jones said that this is another negotiating factor.

Jon Bickford asked if the City could ask that the property not be sold during the 380 Agreement period. Mr. Foerster advised that from the conversations that he has had with Mr. Berry, he was very concerned with language that would say that “the City has a right to consent to the assignment, which will not unreasonably be denied.” Mr. Foerster said that Mr. Berry stated that he did not mind making conditions on the assignment, such as: that the business in in good standing and has an acceptable solvent buyer for the property.

Dave McCorquodale stated that he felt that any obligation with the City should remain with the land and not with the person that signed the document, because whether or not he sells the land, the City continues to make the payments. Jon Bickford said that he would like to see the idea explored with the language that says “if it is banking or finance related” then he is okay with a sale involved. Jon Bickford said that he would not let this matter stop the deal, but he would like it checked.

Mr. Foerster asked if Council would be comfortable with him going to Mr. Berry and stating that one or more of the Council members would like to go back to the original language. There would be written consent and the City must give consent, and they will not unreasonably deny that consent. Rebecca Huss asked if they could give a timeline for the consent so they could help with any time issues he might have. Jon Bickford stated that he would like to try and prevent the property being assigned to another business. Mr. Foerster said that he and Mr. Yates would have a telephone conference with Mr. Berry, and if they can’t get the issues addressed, then they will bring Mr. Berry back to Council to discuss the matter.

Rebecca Huss had a question about the Force Majeure section, and asked if it changed the deadline for Kroger to open. Mr. Foerster advised that this was related to an Act of God, for either the party. Rebecca Huss wanted to make sure that this would not change the fact that a Kroger Market Place would be built.

Rebecca Huss requested that Mr. Foerster see if Mr. Fowler has the map that was presented at the December meeting, showing which pad sites are included in the 380 Agreement. Mayor Pro Tem Jones said that he thought that they should get the map and have it included in the Agreement. Jon Bickford said that they should make sure and include the schedule of payments and the map in the agreement.

After discussion, Jon Bickford moved to table the 380 Agreement until updates are incorporated and Council has a chance to review the document. Rebecca Huss seconded the motion, the motion carried unanimously. (4-0)

6. Discuss and take possible action on an Agreement with Milestone Properties, Inc. for it to finance a gateway monument at the intersection of State Highway 105 and Lone Star Parkway.



Mayor Pro Tem Jones said that he would like to have more conversations with Mr. Berry before they approve a number. Mr. Foerster stated that Mr. Berry had an architect or designer that he could come up with something and could give them a cost estimate.

After discussion, Rebecca Huss moved to table action on this item. Dave McCorquodale seconded the motion.

Discussion: Jon Bickford asked about the approximate cost of installation and maintenance of the monument, and whether the City was negotiating who was going to own the sign. Mayor Pro Tem Jones said that they needed to discuss that matter, but he would like the developer to continue to own the sign. Jon Bickford stated that he would rather that the developer own the monument and do the maintenance. Mayor Pro Tem Jones and Jon Bickford stated that they just wanted the monument built. Jon Bickford stated that he did not want the monument shown in the drawing that they were provided. Jon Bickford said that it would be really neat to get an architect to design a really nice monument. Mayor Pro Tem Jones said that the monument will call attention to his facility. Jon Bickford said that if they are paying for it, they can put in LED lights.

The motion carried unanimously. (4-0)

7. Consideration and possible action regarding the Public Works Management Report.

Mr. Yates presented the Report to Council and stated that Public Works was doing their jobs effectively and efficiently, with a few suggestions.

Mr. Yates said that he recommended putting mowing out for bid. Rebecca Huss said that she thought that was a good idea, especially if they reduce the size of the areas that should get some smaller companies to bid and get more competitive bids. Dave McCorquodale said that he was out by the Milestone Property, and we are obviously not mowing around Lone Star Parkway. The grass is about four feet tall, and if we reduce the scope who picks up the work. Mayor Pro Tem Jones said that a lot of the areas that are not mowed are because of the weather.

Dave McCorquodale asked about the area just east of Milestone and who was responsible for the right-of-way in front. Mr. Yates advised that it was the property owner who is responsible to the pavement. Mayor Pro Tem Jones advised that the City has stated that they will mow the right-of-way, period. Dave McCorquodale said he was apprehensive of areas that the City would just drop off the map, and if it does not get mowed it becomes a health and safety issue. Dave McCorquodale said he would think that there should be some type of guideline of a policy that is used elsewhere. Mr. Yates advised that he would check state law to confirm the information. Mr. Foerster stated that he was not aware of any law that would be related to that, but it has been his experience that right-of-ways that are in front of the property or home, the resident treats as their own property. Mr. Foerster did not know of any law that would require the resident to mow the right-of-way. Dave McCorquodale said that ultimately it would be a cost that the City would have to bear. Mayor Pro Tem Jones said that it is a cost that past Councils have decided to bear to make the City look its best at all times. The City mows TxDOT right-of-way every two weeks to keep it nice. Mr. Yates advised that he would bring back the matter of bidding mowing back to Council at a later date.

Dave McCorquodale asked if it would benefit the City to get a bulk tank of gasoline. Mr. Yates advised that the City is getting back the tax, so we are buying the gas for bulk prices. Mayor Pro Tem Jones advised that they have emergency diesel and gas lined up. Mayor Pro Tem Jones advised that they would have the conversation regarding Emergency Management with the Chief of Police.

Mr. Yates stated that he was going to come up with a procedure to inspect the Community Center after each use. Mr. Yates discussed the need to check street lights to make sure that they were working. Jon Bickford advised you can report the street lights out online. Mr. Yates stated he would add that information to the City newsletter.

Mr. Yates advised he was also looking at increasing the water/sewer deposit, which could also be included in the water/sewer study. Mr. Yates said that while H2O monthly charges seem alright, he felt that the City should still go out for bids for contract services since it is such a large contract per year, which is \$10,000 per month. Mr. Yates stated that the existing contract is only a page and a half long, so he asked Frank to provide a proposal contract, which is 10-12 pages long and much more thorough. Mr. Yates said that he would like to use his proposed contract to go out for bids. Rebecca Huss said that it made sense on the larger items to check on what everyone else is paying. Jon Bickford said that they owe it to the people to check it out.

Mr. Yates advised that he got a lot out of the process of the review. Council concurred that the report was a good document, and that they like the report. Mr. Yates advised that the Public Works Foreman does a lot of the work, and he will be working with Mr. Muckleroy.

Rebecca Huss pointed out on page 5, last line, regarding the groundwater reduction expenses, they had budgeted \$10,000, but it is more like \$75,000 that the City is going to be paying this year.

No action was required or taken.

8. Consideration and possible action regarding a variance request from The Milestone Companies pertaining to Buffalo Springs Shopping Center, Phase I.

Glynn Fleming, presented the information and stated that they had no issues with the variance request.

Mayor Pro Tem Jones asked that in the future, written or verbal reports from Planning and Zoning Commission actions be submitted to City Council.

Jon Bickford moved to accept the variance request for Buffalo Springs Shopping Center, Phase I. Dave McCorquodale seconded the motion, the motion carried unanimously. (4-0)

9. Consideration and possible action regarding a variance request from The Milestone Companies pertaining to Buffalo Springs Shopping Center, Phase II.

Mr. Fleming advised that they had no issues with the variance, with one exception being the City Code of Ordinances, which requires a 15 foot building line, not inclusive of any existing easement along a secondary street. Mr. Fleming advised with this property there is already a 25 foot easement in place, with the additional set back required would result in a 41 foot setback, and would significantly reduce their buildable space. Mr. Fleming said that their recommendation was to reduce their setback to 5 foot in addition to the existing easement for a total of a 31 foot setback. Mr. Fleming advised that there are no utilities in the easement at this time, but there will be in the future, so they feel with the addition 5 foot, they will have room for their water/sewer lines. Planning and Zoning Commission approved with the variance.

After discussion, Rebecca Huss moved to approve the variance request for Buffalo Springs Shopping Center, Phase II, reducing the setback to 5 foot as recommended by the City Engineer. Dave McCorquodale seconded the motion.

Discussion: Dave McCorquodale confirmed that the motion was in accordance with the City Engineer's recommendation to reduce the setback to 5 foot.

The motion carried unanimously. (4-0)

#### 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. (No current items at this time.)

#### 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

Jon Bickford moved to adjourn the meeting at 7:52 p.m. Dave McCorquodale seconded the motion, the motion carried unanimously. (4-0)

Submitted by: \_\_\_\_\_

Susan Hensley, City Secretary

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

05/26/2015



\_\_\_\_\_  
Mayor Kirk Jones