



617 Tenaha Street • P.O. Box 1744
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AGENDA

The Center City Council will meet in Regular Session on Monday, November 12, 2018 at 5:00 p.m. in Council Room at Center City Hall. The following items are on the agenda for appropriate action:

- I. Welcome Guests and Visitors.**
- II. Approval of Minutes of the Regular Meeting on October 08, 2018.**
- III. Discuss Consider and Action on the Following:**
 - A. Canvassing Election Returns and Declaring Official Results of the City of Center, Texas November 6, 2018 General Election to Elect Council Member, District 2.** Council Member, District 4 and the two At Large Council Members were unopposed.
Escrutinio de retornos electorales y declaración de resultados oficiales de la ciudad del centro, Texas 6 de noviembre de 2018 elección general para elegir al miembro del Concejo, Distrito 2. El miembro del Consejo, el Distrito 4 y los dos en los grandes miembros del Consejo no fueron opuestos.
 - B. Administer Oaths and Issuance of Election Certificates for Newly Elected Officials.**
 - C. Elect Mayor Pro Tem.**
 - D. Resolution 2018-17 Designate Grant Administrator for Texas Capital Fund Grant – Project Wasp.**
 - E. Resolution 2018-18 Resolution 2018-18 Designate Grant Administrator for Texas Capital Fund Grant – Project Hornet.**
 - F. Resolution 2018-19 Creation of Center Local Government Development Corporation.**
 - G. Work Authorization for Final Bid Plans and Specifications for Downtown Streetscape Enhancement Project.**
 - H. Lease Agreement for Office Equipment – Copiers.**
 - I. Street Closures:**
 1. Downtown Lighted Christmas Parade, December 1, 2018.
 2. St. Therese Church Lady of Guadalupe Celebration – December 9, 2018.
- IV. Items of Interest from Council and City Manager and Citizens – No Action Items.**
 1. Downtown Christmas Parade, December 1, 2018.
 2. Center Volunteer Fire Department Christmas Party, December 4, 2018 – Civic Center.
 3. City Employee Appreciation Banquet, December 6, 2018.
 4. City Hall Christmas Lunch – December 12, 2018.
- V. Executive Session**
 1. Land

2. Personnel – City Attorney

Consider entering executive session for legal consultation with the City Attorney and discussion of pending litigation, personnel matters and land acquisition with possible action related thereto upon reconvening in open session in accordance with Government Code Section 551.071, 551.072 and 551.074

VI. Adjournment.

MEMORANDUM

TO: Mayor and City Council

FR: Chad D. Nehring, City Manager



Date: November 9, 2018

RE: Agenda Comments for Regular Meeting of November 12, 2018

REGULAR MEETING AGENDA:

III.A. Canvassing of Election Returns; Declaring Official Results of November 6, 2018 Election

The County concluded the election and the report of the voting rolls and tallies were presented to the City's Election Official, Mrs. Boyd, who is required to present those to the governing body for acceptance and ratification for the three unopposed and one contested position on the City Council.

III.B. Administer Oaths of Office

All four Council members beginning new terms will be given the required oath of office by Mrs. Boyd.

III.C. Election of Mayor Pro Tem

The City Charter requires that after each regular City election, the Council elect the Mayor Pro Tem for purposes of serve as acting Mayor during the unavailability of the Mayor.

III.D. Resolution 2018-17 – Designate Grant Administrator for Texas Capital Fund Grant – Project Wasp

The EDC and staff are currently working with a business prospect whose project may be eligible to receive development or project assistance from the Texas Capital Fund program of Tx Dept of Ag. The City has had several projects qualify for development assistance, particularly new or upgraded public infrastructure, to support new development. TDA program guidelines now require prior solicitation of administrative services before application can be submitted which is roughly a thirty-day process. This does not commit the City to any financial obligations but will solidify the team being in place and reduce the time to develop and submit an application should this prospect continue to materialize.

III.E. Resolution 2018-18 – Designate Grant Administrator for Texas Capital Fund Grant – Project Hornet

The EDC and staff are currently working with a business prospect whose project may be eligible to receive development or project assistance from the Texas Capital Fund program of Tx Dept of Ag. The City has had several projects qualify for development assistance, particularly new or upgraded public infrastructure, to support new development. TDA program guidelines now require prior solicitation of administrative services before application can be submitted which is roughly a thirty-day process. This does not commit the City to any financial obligations but will solidify the team being in place and reduce the time to develop and submit an application as this prospect continues to progress toward construction.

III.F. Resolution 2018-19 – Creating the Center Local Government Development Corporation

Another item discussed in detail during budget deliberations and workshops this Summer included finding mechanisms to further expand resources without impacting tax dollars to further assist in the growth and development of housing in the community. Staff researched options and alternatives allowed by state law and used by other communities to have separate accounting of funds as well as alternative methods of facilitating or partnering with development that may be unsustainable budgetarily or otherwise problematic if instituted as public policy. This corporation, with the initial board being the City Council members, could develop assets, funding or income, evaluate goals for housing initiatives, and/or create programs for public-private partnerships to enhance housing availability. It would be able to acquire and sell assets, including land, as well as be used to access capital or facilitate specific infrastructure improvements. Staff has forwarded these draft documents to create this entity to the City Attorney for additional review and any alteration.

III.G. Work Authorization for Final Bid Plans and Specifications for Downtown Streetscape Enhancement Project

As Council directed and budgeted to progress with this major project, this item is the final component part of engineering design through completion of construction with the same team that initiated, developed and designed the project to date. Since funds are not currently available for this project within the Capital Improvement Fund, this obligation will require either reimbursement from anticipated debt issue for this project construction or a future allocation from another fund/fund balance. This agreement will provide final design detail, produce bid documents, solicit bids and upon award of construction, oversee construction activities. Comprehensively with prior expenditures, this total for design/soft costs will remain under the original project cost projections. Should Council authorize proceeding, staff will proceed with funding to allow an anticipated bid date of March, 2019 and construction starting Summer 2019.

III.H. Lease Agreement for Office Equipment – Copiers

Staff has reviewed alternatives for providing for the office equipment needs and continues to evaluate true costs of various options. Under state contract pricing, this item is to authorize a five-year agreement for a reduced number of machines under lease. Since it is a multi-year agreement, Council authorization is required since it is a commitment of future budget revenues. The recommendation of purchasing and IT is included for this item, which will allow for some current leased equipment to be replaced with purchased through the Tech Fund and maintained by in house staff. Staff is still reviewing to ensure the proposal from the recommended vendor is the best value and least cost.

III.I. Street Closures:

- 1) Downtown – Chamber Lighted Christmas Parade, Dec 1, 2018
 - 2) Route for St. Therese Church Lady of Guadalupe Parade, Dec 9, 2018
- Both of these are the annual routes that have become customary. Since both impact TXDOT highways, the City is obligated to monitoring and approving the plan for temporary control and blocking of these locations during the parade activities. PD is typically contacted to assist with these two events in some capacity and to ensure that the more dangerous intersections are monitored by law enforcement.

IV. Items of Interest:

- 1) December Schedule of Events
- 2) Sales Tax Monthly Report
- 3) Quarterly Investment Report
- 4) Safety Funds distribution per Council policy

**MINUTES OF THE CITY OF CENTER
CITY COUNCIL MEETING
REGULAR MEETING
October 8, 2018**

The Center City Council met in a regular session on Monday, October 8, 2018 at 5:00 p.m. in the Council Chambers at Center City Hall. The meeting was open to the public. Notices were properly posted of the date, place and hour and the news media was notified. The following members were present:

David Chadwick	-	Mayor
Leigh Porterfield	-	Mayor Pro Tem
Joyce Johnson	-	Council Member
Howell Howard	-	Council Member
Jerry Lathan	-	Council Member
Terry Scull	-	Council Member
Randy Collard	-	Council Member
Chad Nehring	-	City Manager
Barbara Boyd	-	City Secretary
Jim Payne	-	City Attorney

Guests signed the register.

Item I. Mayor David Chadwick opened the meeting and welcomed the visitors.

Item II. Approval of Minutes of the Regular Meeting on September 24, 2018.

Council Member Howell Howard made a motion to approve the minutes. Council Member Randy Collard seconded the motion. All voted in favor.

Item III. Consider Discussion and Possible Action on the following:

- A. Resolution 2018-14 Authorizing Field Usage by Permit. City Manager, Chad Nehring stated as the recreation programs become more prevalent, there are increasing requests for off-season practice availability and seasonally with time changes, that also includes requests for use of field lights for all fields. Mr. Nehring stated Jason Mitchell has developed a draft use agreement inclusive of conditions of field upkeep, lighting availability and costs on a monthly basis that can serve as a facility use agreement as required by City Ordinance for exclusive use of parks and facilities. Council Member Leigh Porterfield made a motion to approve Resolution 2018-14 Authorizing Field Usage by Permit. Council Member Jerry Lathan seconded the motion. All voted in favor.
- B. Resolution 2018-15 Confirmation of Use of 1924 King Survey Map of the City of Center for Public Property Designation. This item was postponed until the next meeting to allow further review by the City Manager.
- C. Resolution 2018-16 Local Government Corporation. City Manager, Chad Nehring stated during workshops this summer, Council discussed creation of mechanisms and methods to continue fostering housing availability, development and expansion and some of that discussion prioritized a long-term approach but one that would not require sustained or routine funding assistance. Mr. Nehring stated this resolution directs staff to formally initiate the necessary materials for the creation of a local government corporation, as authorized by state statute, to allow for the creation of a

separate financial entity to ensure separation from any tax dollars. Council Member Howell Howard made a motion to approve Resolution 2018-16 Local Government Code. Council Member Terry Scull seconded the motion. All voted in favor.

D. Approve Work at Fairview Cemetery from Cemetery Trust Fund. City Manager, Chad Nehring stated physical maintenance of facilities and markers at Fairview Cemetery are eligible expenditures of the Fairview Cemetery perpetual care fund. Mr. Nehring stated a retaining wall is in need of repair and staff has received a quote for the project for potential repairs. Council Member Leigh Porterfield made a motion to approve Work at Fairview Cemetery from the Cemetery Trust Fund. Council Member Jerry Lathan seconded the motion. All voted in favor.

E. Approve Engineering Firm Selection for 2019 TCDP Application/Project. City Manager, Chad Nehring stated two firms responded to the request for proposals on the upcoming Texas Community Development Program. Mr. Nehring stated the proposals were solicited to assist with selection and development of a project for application as well as engineering services and have been scored. Council Member Terry Scull made a motion to approve Everitt Griffith & Associates as the Engineering Firm for the 2019 TCDP Application/Project. Council Member Randy Collard seconded the motion. All voted in favor.

Item IV. Items of Interest from Council and City Manager, and Citizens – No Action Items.

1. Halloween in the Hole – October 29, 2018 at 5:00 p.m.
2. 2018 Street Program.

Item V. Executive Session.

1. Land. There was no executive session.

Consider entering executive session for legal consultation with the City Attorney and discussion of pending litigation, personnel matters and land acquisition with possible action related thereto upon reconvening in open session in accordance with Local Government Code Section 551.071, 551.072 and 551.074.3.

Item VII. Adjournment. Mayor David Chadwick adjourned the meeting at 5:40 pm.

David Chadwick, Mayor

Attest:

Barbara Boyd, City Secretary

CITY OF CENTER REGULAR ELECTION

NOVEMBER 6, 2018

COUNCIL MEMBER DISTRICT 2

	EARLY VOTING	ELECTION DAY	TOTAL
	91	107	198
Rogers Yarborough	37	31	68
Jerry Lathan	53	73	126

UNOPPOSED COUNCIL MEMBER DELCARED ELECTED

Council Member At Large: Leigh Porterfield

Council Member At Large: Terry Scull

Council Member, District 4: Randy Collard

I, DAVID CHADWICK, MAYOR, FOR CITY OF CENTER DO HEREBY CERTIFY THAT ON THE 6th DAY OF NOVEMBER, 2018, FOREGOING TOTAL AND OR FIGURES WERE APPROVED BY CANVASS.

MAYOR
CITY OF CENTER

Oath of Office

For Elected Officers:

**“I, _____, do
solemnly swear (or affirm) that I will
faithfully execute the duties of the office of**

**of the City of Center, State of Texas, and will
to the best of my ability preserve, protect and
defend the Constitution and Laws of the
United States of America and of this State
and the Charter and ordinances of this City.
I furthermore solemnly swear (or affirm) that
I have not directly nor indirectly paid,
offered, or promised to pay, contributed, nor
promised to contribute any money or
valuable thing, or promised any public office
or employment, as a reward for the giving or
withholding of a vote at the election at which
I was elected. So help my God.”**



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Date: November 9, 2018
To: Center City Council Members
From: James P. Gibson
Subject: Texas Capital Fund Grant Application Preparation and Project Administration
Procurement

The Texas Capital Fund is a grant program through the Texas Department of Agriculture that provides funding for rural communities to create primary jobs. The City has been very successful with prior grant applications, the most recent award was for the Center Motor Project and the grant paid for the construction of Hutcherson Drive.

In order for the City to apply for these funds, the City must follow certain procurement procedures to select the grant writer and administrator.

The EDC has been in communication with company representatives with Projects Hornet and Wasp. Neither of these projects have exclusively committed to Center or a particular site yet. Nor do we know what to request grant funds for. However, it would be advantageous for the City to go ahead and procure these services in order to expedite the 30-45 day procurement process.

We are asking that the City Council approve the two resolutions selecting the firm of Gary Traylor and Associates, the only respondent. However, we are stipulating that no contract will be executed by the City until either prospect is ready to make a commitment to Center, and we know exactly what the grant request will be, and who will be responsible for the City's grant contribution.

RESOLUTION 2018-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTER, TEXAS, SELECTING A GRANT WRITER/ADMINISTRATOR IN CONJUNCTION WITH THE SUBMITTAL OF AN APPLICATION FOR FUNDING THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE, TEXAS CAPITAL FUND – PROJECT HORNET.

WHEREAS, the enhancement of the local economy is in the best interests of the citizens of Center;

WHEREAS, industrial development and the creation of new primary jobs is of vital importance to the growth and prosperity of the City of Center;

WHEREAS, the City of Center has sought proposals from administrative consultants for Application Preparation and Project Administration services;

WHEREAS, the City of Center performed these solicitations in compliance with guidance for subrecipients under 2 CFR Part 200.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTER, TEXAS, AS FOLLOWS:

SECTION 1. The City Council has reviewed and hereby formally selects the firm of:

Gary Traylor and Associates, Inc. as the administrative consultant for application preparation and project administration in conjunction with a 2018 TCF application for Project Hornet.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CENTER, TEXAS, ON THIS 12th DAY OF NOVEMBER, 2018.

ATTEST:

David Chadwick, Mayor

Barbara Boyd, City Secretary

RESOLUTION 2018-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTER, TEXAS, SELECTING A GRANT WRITER/ADMINISTRATOR IN CONJUNCTION WITH THE SUBMITTAL OF AN APPLICATION FOR FUNDING THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE, TEXAS CAPITAL FUND – PROJECT WASP.

WHEREAS, the enhancement of the local economy is in the best interests of the citizens of Center;

WHEREAS, industrial development and the creation of new primary jobs is of vital importance to the growth and prosperity of the City of Center;

WHEREAS, the City of Center has sought proposals from administrative consultants for Application Preparation and Project Administration services;

WHEREAS, the City of Center performed these solicitations in compliance with guidance for subrecipients under 2 CFR Part 200.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTER, TEXAS, AS FOLLOWS:

SECTION 1. The City Council has reviewed and hereby formally selects the firm of:

Gary Traylor and Associates, Inc. as the administrative consultant for application preparation and project administration in conjunction with a 2018 TCF application for Project Wasp.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CENTER, TEXAS, ON THIS 12th DAY OF NOVEMBER, 2018.

ATTEST:

David Chadwick, Mayor

Barbara Boyd, City Secretary

RESOLUTION 2018-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTER, TEXAS,
CREATING A LOCAL GOVERNMENT CORPORATION FOR HOUSING
DEVELOPMENT.**

WHEREAS, Chapter 431, Subchapter D of the Texas Transportation Code authorizes the creation of local government corporations to "accomplish any governmental purpose"; and

WHEREAS, The Center City Council previously adopted Resolution 2018-16, directing staff to develop an authorizing instrument, Corporation Articles of Incorporation and Bylaws; and

WHEREAS, Housing development is considered by the City Council to be a governmental function; and

WHEREAS, The Center City Council desires to create a local government corporation to focus additional efforts on growth and specifically housing developments; and

WHEREAS, The creation of a Local Government Corporation is advisable to achieve the Council's goals; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTER, TEXAS:

SECTION 1. The Center Local Government Corporation is hereby created and the Articles of Incorporation (Exhibit A) and the Corporation Bylaws (Exhibit B) are hereby adopted.

PASSED AND APPROVED, this the 12th day of November, 2018

David Chadwick, Mayor

ATTEST:

Barbara Boyd, City Secretary

EXHIBIT A

**ARTICLES OF INCORPORATION
OF
CENTER LOCAL GOVERNMENT CORPORATION**

We, the undersigned natural persons, each of whom is at least eighteen (18) years of age or more, and a resident and a qualified voter of the City of Center, Texas (the "City") and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Subchapter D, Chapter 431 of the Texas Transportation Code (the "Act"), and Chapter 394, Texas Local Government Code, (the "Local Government Code") do hereby and adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is CENTER LOCAL GOVERNMENT CORPORATION (the "Corporation").

ARTICLE II

The Corporation is a public non-profit corporation.

ARTICLE III

The period of duration of the Corporation shall be perpetual.

ARTICLE IV

As authorized by the Act, as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, the Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the City in the exercise of its powers to accomplish any governmental purpose of the City and in the promotion of the common good and general welfare of the City including, without limitation, the furtherance of the promotion, development, encouragement and maintenance of employment, commerce, economic development, housing infrastructure and public facility development in the City.

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas to non-profit corporations incorporated under the Act including, without limitation, the powers granted under the Texas Non-Profit Corporation Act, Article 1395-1.01 et seq., Vernon's Texas Civil Statutes.

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created; provided, however, the City Council shall approve all borrowing activities.

Pursuant to Section 431.108(a) of the Act, the Corporation is a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. Pursuant to Section 431.108(b) of the Act, the operations of the Corporation are governmental, and not proprietary, functions for all purposes, including, without limitation, applicability of the

Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time.

ARTICLE V

The Corporation shall have no members and shall have no stock.

ARTICLE VI

All powers of the Corporation shall be vested in a board of directors (the "Board") consisting of seven (7) persons who shall be appointed by the City Council of the City (each a "Director"). Board members may be members of the City Council of the City. The initial Directors, each of whom resides in the City, are identified in Article IX below and shall serve for the term expiring on the date set forth therein. Subsequent Directors shall be appointed by the City Council of the City. Each subsequent Director shall serve for a term of two (2) years or until his or her successor is appointed by the City Council of the City, unless such Director has been appointed to fill an unexpired term, in which case the term of such Director shall expire on the expiration date of the term of the Director who he or she was appointed to replace. Any Director may be removed from office at any time, with or without cause, by the City Council of the City.

All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws of the Corporation, so long as such Bylaws are not inconsistent with these Articles of Incorporation or the laws of the State of Texas.

ARTICLE VII

The street address of the initial registered office of the Corporation is 617 Tenaha Street, Center, Texas 75935, which is within the city limits of the City, and the name of its initial registered agent at such address is David Chadwick.

ARTICLE VIII

The names and street addresses of the incorporators, each of whom resides within the City, are:

NAME	ADDRESS
David Chadwick	617 Tenaha Street Center, Texas 75935
Leigh Porterfield	617 Tenaha Street Center, Texas 75935
Terry Scull	617 Tenaha Street Center, Texas 75935
Joyce Johnson	617 Tenaha Street Center, Texas 75935
Jerry Lathan	617 Tenaha Street Center, Texas 75935
Howell Howard	617 Tenaha Street Center, Texas 75935
Randy Collard	617 Tenaha Street Center, Texas 75935

ARTICLE IX

The names and street addresses of the initial Directors, each of whom resides within the City, are:

NAME	ADDRESS
David Chadwick	617 Tenaha Street Center, Texas 75935
Leigh Porterfield	617 Tenaha Street Center, Texas 75935
Terry Scull	617 Tenaha Street Center, Texas 75935
Joyce Johnson	617 Tenaha Street Center, Texas 75935
Jerry Lathan	617 Tenaha Street Center, Texas 75935
Howell Howard	617 Tenaha Street Center, Texas 75935
Randy Collard	617 Tenaha Street Center, Texas 75935

The initial Directors shall serve a term that expires November 15, 2020, and shall hold office for the term for which the initial Director was appointed and until the director's successor is elected for appointed.

ARTICLE X

A resolution approving the form of these Articles of Incorporation has been adopted by the City Council of the City on November 12, 2018.

ARTICLE XI

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for any breach of the Director's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) for any transaction from which the Director received an improper benefit, whether the benefit resulted from an act taken within the scope of the Director's office, or (iv) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article XI by the Board shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the laws of the State of Texas hereafter enacted that further limits the liability of a Director.

ARTICLE XII

In accordance with the provisions of Section 501(c)3 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and regardless of any other provisions of these Articles of Incorporation of the laws of the State of Texas, the Corporation: (a) shall not permit

any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes); (b) shall not direct any of its activities to attempting to influence legislation by propaganda or otherwise; (c) shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office; and (d) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. Any income earned by the Corporation after payment of reasonable expenses, debt and such reserves as may be necessary as set forth in the authorizing documents related to the issuance of debt by the Corporation may accrue to the Corporation.

The City shall, at all times, have an unrestricted right to receive any income earned by the Corporation, exclusive of amounts needed to cover reasonable expenditures and reasonable reserves for future activities. Any income of the Corporation received by the City shall be deposited into such account or fund as determined by the City Council of the City. No part of the Corporation's income shall inure to the benefit of any private interests.

If the Board determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds issued by and all obligations incurred by the Corporation have been fully paid or provision made for such payment, the Board shall execute a certificate of dissolution which states those facts and declared the Corporation dissolved in accordance with the requirements of Section 394.026, Local Government Code, or with applicable law then in existence. In the event of dissolution or liquidation of the Corporation, all assets will be turned over to the City for deposit into such account or fund as the City Council shall direct.

ARTICLE XIII

The City Council of the City may at any time consider and approve an ordinance directing the Board to proceed with the dissolution of the Corporation, at which time the Board shall proceed with the dissolution of the Corporation in accordance with applicable state law. The failure of the Board to proceed with the dissolution of the Corporation in accordance with this Section shall be deemed a cause for the removal from office of any or all Directors as permitted in Article IV of these Articles of Incorporation.

ARTICLE XIV

The Corporation is a constituted authority and a public instrumentality within the meaning of the regulations of the United States Treasury Department and the rulings of the Internal Revenue Service prescribed and promulgated pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, and the Corporation is authorized to act on behalf of the City as provided in these Articles of Incorporation. However, the Corporation is not a political subdivision or political corporation of the State of Texas within the meaning of its constitution and laws, including, without limitation, Article III, Section 52 of said constitution, and no agreements, bonds, debts, or obligations of the Corporation are or shall ever be deemed to be the agreements, bonds, debts, or obligations or the lending of credit, or a grant of public money or thing of value, of or by the City or any other political corporation, subdivision, or agency of the State of Texas, or a pledge of the faith and credit of any of them.

ARTICLE XV

These Articles may not be changed or amended unless approved by the City Council of the City.

IN WITNESS WHEREOF, we have hereunto set our hands as of this ____ day of _____, 2018.

David Chadwick
Incorporator

Leigh Porterfield
Incorporator

Terry Scull
Incorporator

Joyce Johnson
Incorporator

Jerry Lathan
Incorporator

Howell Howard
Incorporator

Randy Collard
Incorporator

Before me, on this day personally appeared David Chadwick, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2018

Notary Public

Before me, on this day personally appeared Leigh Porterfield, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2018

Notary Public

Before me, on this day personally appeared Terry Scull, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2018

Notary Public

Before me, on this day personally appeared Joyce Johnson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2018

Notary Public

Before me, on this day personally appeared Jerry Lathan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2018

Notary Public

Before me, on this day personally appeared Howell Howard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2018

Notary Public

Before me, on this day personally appeared Randy Collard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2018

Notary Public

EXHIBIT B

**BYLAWS
OF
CENTER LOCAL GOVERNMENT CORPORATION**

**ARTICLE I
PURPOSES**

As authorized by Subchapter D, Chapter 431 of the Texas Transportation Code (the "Act") and Chapter 394 of the Texas Local Government Code (the "Local Government Code"), the Center Local Government Corporation (the "Corporation") is organized for the purpose of aiding, assisting, and acting on behalf of the City of Center, Texas (the "City") in the exercise of its powers to accomplish any governmental purpose of the City and in the promotion of the common good and general welfare of the City, including the promotion, development, encouragement, and maintenance of employment, commerce, housing infrastructure, economic development and public facility development in the City.

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Non-Profit Corporation Act, Article 1396-1.01 et seq., Vernon's Texas Civil Statutes.

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes, or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created; provided, however the City Council shall approve all borrowing activities.

Pursuant to Section 431.108(a) of the Act, the Corporation is a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code, Pursuant to Section 431.108(b) of the Act, the operations of the Corporation are governmental, and not proprietary, functions for all purposes, including, without limitation, applicability of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time.

**ARTICLE II
BOARD OF DIRECTORS**

Section 1. *Appointment Powers, Number, and Term of Office.* All powers of the Corporation shall be vested in the Board of Directors (the "Board"). The Board shall initially consist of at least seven (7) persons who shall be appointed by the City Council of the City of Center (each a "Director"), as evidenced by the approval of the Articles of Incorporation by the City Council. Each initial Director shall serve for the term expiring on the date set forth in the Articles of Incorporation. Subsequent Directors shall be appointed by the City Council of the City. Each subsequent Director shall serve for a term of two (2) years in accordance with and as provided by the Articles

of Incorporation. Directors may be appointed to succeed themselves. Each Director must be a resident and qualified elector of the City. Each Director, including the initial directors, shall be eligible for reappointment. Each Director shall serve until a successor is appointed. Any Director may be removed from office at any time, with or without cause, by the City Council of the City.

Section 2. *Meetings of the Directors.* The Directors may hold their meetings and may have an office and keep the books for the Corporation at the City Hall, or such other place or places within the City as the Board may from time to time determine; provided, however, in the absence of any such determination, the City Hall shall be the registered office of the Corporation in the State of Texas.

The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required of the City under Chapter 551 of the Texas Government Code (the "Open Meetings Act").

The Corporation, the Board and any committee of the Board exercising the powers of the Board are subject to Chapter 552 of the Texas Government Code (the "Public Information Act").

Section 3. *Meetings.* The Board shall hold an annual meeting at a time and at a location in the City designated by the Board for the purposes of electing officers and transacting any other business related to the Corporation. In addition, the Board may conduct additional meetings at times and locations in the City designated by the Board for the purpose of transacting business related to the Corporation. Notice of the annual meeting and any additional meetings shall be given to each Director in person, by telephone, by electronic transmission (e.g. facsimile transmission or electronic mail) or mail via the United States Postal Service at least seventy-two (72) hours prior to the meeting and shall be posted in accordance with the Open Meetings Act.

Section 4. *Quorum.* A simple majority of the Directors shall constitute a quorum of the Board for the consideration of matters pertaining to the Corporation. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the Directors present and voting at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law, by the Articles of Incorporation, or by these Bylaws.

A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action, unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of the action.

Section 5. *Conduct of Business.* At the meetings of the Board, matters pertaining to the purposes of the Corporation shall be considered in such order as from time to time the Board may determine.

At all meetings of the Board, the President shall preside, and in the absence of the President, the Vice President shall preside. In the absence of the President and the Vice President, an acting presiding officer shall be chosen by the Board from among the Directors present.

The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting. Minutes of each meeting shall be prepared and kept on file by the Secretary or any other person designated by the Secretary for that purpose.

Section 6. *Executive Committee, Other Committees.* The Board may, by resolution passed by a majority of the Directors, designate three (3) or more Directors to constitute an executive committee or other type of committee. To the extent provided in the authorizing resolution, a committee shall have and may exercise all of the authority of the Board in the management of the Corporation, except where action of the Board is specified in statute. A committee shall act in the manner provided in the authorizing resolution. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of the Corporation, and shall report the same to the Board from time to time. Committees authorized to exercise the powers of the Board shall give notice of any meetings in the manner required for a meeting of the Board.

Section 7. *Compensation of Directors.* Directors shall not receive any salary or compensation for their services as Directors.

Section 8. *Directors Reliance on Consultant Information.* A Director shall not be liable if while acting in good faith and with ordinary care, the Director relies on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by:

- (a) One or more other officers or employees of the Corporation
- (b) Legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or
- (c) A committee of the Board of which the Director is not a member.

ARTICLE III

OFFICERS

Section 1. *Titles and Term of Office.* The officers of the Corporation shall be the President, Vice President, a Secretary/Treasurer, and such other officers as the City Council may from time to time elect or appoint. One person may hold more than one office, except that one person shall not concurrently hold the offices of President and Secretary. The term of office for each officer shall be one (1) year with the term of office expiring on November 30 of each year. Officers may be re-elected.

Section 2. *Powers and Duties of the President.* The President shall be a member of the Board and shall preside at all meetings of the Board. The President shall be the principal executive officer of the Corporation and shall be in general charge of the properties and affairs of the Corporation. In furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, the President or any Vice President may sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations in the name of the Corporation. The President shall have such other duties as are assigned by the Board. The President may call meetings of the Board.

Section 3. *Powers and Duties of the Vice President.* The Vice President shall be a member of the Board. The Vice President shall perform the duties and exercise the powers of the President upon the President's death, absence, disability, or resignation, or upon the President's inability to perform the duties of his or her office. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken. A Vice President shall have such other powers and duties as may be assigned to him or her by the Board or the President.

Section 4. *Treasurer.* The Treasurer shall have custody of all the funds and securities of the Corporation which come into his or her hands. When necessary or proper, he or she may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; he or she may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board; whenever required by the Board, he or she shall render a statement of his or her cash account; he or she shall enter or cause to be entered regularly in the books of the Corporation to be kept by him or her for that purpose full and accurate accounts of all monies received and paid out on account of the Corporation; he or she shall, if required by the Board, give such bond for the faithful discharge of his or her duties in such form as the Board may require. The Treasurer need not be a member of the Board and may be an employee of the City.

Section 5. *Secretary.* The Secretary shall keep or cause to be kept the minutes of all meetings of the Board in books provided for that purpose; he or she shall attend to the giving and serving of all notices; in furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, he or she may sign with the President in the name of the Corporation and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; he or she shall have charge of the Corporation's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Corporation during business hours; and, he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board. The Secretary need not be a member of the Board and may be an employee of the City.

Section 6. *Compensation of Officers.* Officers shall not receive any salary or compensation for their services as officers.

Section 7. *Officer's Reliance on Consultant Information.* In the discharge of a duty imposed or power conferred on an officer of the Corporation, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by:

- (a) One or more other officers or employees of the Corporation, including members of the Board; or
- (b) Legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

Section 8. *Hearing Offices.* The Director of Finance of the City or the designee thereof shall serve as "hearing officer" of the Corporation for the purpose of conducting any public hearing required under the Internal Revenue Code of 1986 as a condition precedent to the issuance of tax-exempt bonds by the Corporation.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 1. *Fiscal Year.* The fiscal year of the Corporation shall be the same as the City, or such other consecutive twelve month period determined by the Corporation and approved by the City.

Section 2. *Seal.* The seal of the Corporation shall be such as from time to time may be approved by the Board

Section 3. *Notice and Waiver of Notice.* Subject to the Open Meetings Act, whenever any notice whatever is required to be given under the provisions of these Bylaws, such notice shall be deemed sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 4. *Resignations.* Any Director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. *Gender.* References herein to the masculine gender shall also refer to the feminine in all appropriate cases, and vice versa.

Section 6. *Appropriations and Grants.* The Corporation shall have the power to request an accept any appropriation, grant, contribution, donation, or other form of aid from the federal government, the State of Texas, any political subdivision or municipality in the State of Texas, or from any other source.

ARTICLE V

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. *Right to Indemnification.* Subject to the limitations and conditions as provided in this Article V and the Articles of Incorporation, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative (a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a Director or officer of the Corporation or while a Director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or

domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Corporation to the fullest extent permitted by the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgement, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorney's fees) actually incurred by such person in connection with such Proceeding, and indemnification under this Article V shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article V shall be deemed contract rights, and no amendment, modification or repeal of this Article V shall have the effect of limiting or denying any such rights with respect to action taken or Proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article V could involve indemnification for negligence or under theories of strict liability.

Section 2. *Advance Payment.* The right to indemnification conferred in this Article V shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 1 who was, is or is threatened to made a named defendant or respondent in a proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise.

Section 3. *Indemnification of Employees and Agents.* The Corporation, by adoption of a resolution by the Board, may indemnify and advance expenses to an employee or agent of the Corporation to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V; and the Corporation may indemnify and advance expenses to persons who are not or were not Directors, officers, employees, or agents of the Corporation but who are or were serving at the request of the Corporation as a Director, officer, partner, venture proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses to Directors under this Article V.

Section 4. *Appearance as a Witness.* Notwithstanding any other provisions of this Article V, the Corporation may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a Proceeding involving the Corporation or its business at a time when he or she is not a named defendant or respondent in the Proceeding.

Section 5. *Non-exclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 3 of this Article V may have or

hereafter acquire under any law (common or statutory), provision of the Articles of Incorporation of the Corporation or these Bylaws, agreement, vote of disinterested Directors or otherwise.

Section 6. *Insurance.* The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article V.

Section 7. *Notification.* Any indemnification of or advance of expenses to a Director or officer in accordance with this Article V shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

Section 8. *Savings Clause.* If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including attorneys' fees), judgements, fines and in amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VI

CODE OF ETHICS

Section 1. *Policy and Purposes.*

- a. It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting the Corporation's business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.
- b. This Code of Ethics has been adopted as part of the Corporation's Bylaws for the following purposes: (a) to encourage high ethical standards in official conduct by Directors and officers; and (b) to establish guidelines for such ethical standards of conduct.

Section 2. *Conflicts of Interest*

- a. Except as provided in subsection (c), a Director or officer is prohibited from participating in a vote, decision, or award of a contract involving a business entity or real property in which the Director or the officer has a substantial interest, if it is foreseeable that the business entity or real property will be economically benefitted by the action. A person has a substantial interest in a business (i) if his or her ownership interest is ten percent or more of the voting stock or shares of the business entity or ownership of \$15,000 or more of the fair market value of the business entity, or (ii) if the business entity provides more

than ten percent of the person's gross income. A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more. An interest of a person related in the second degree of affinity (marriage relationship) or the third degree of consanguinity (blood relationship) to a Director or officer is considered a substantial interest.

- b. If a Director or a person related to a Director in the first or second degree of affinity or the first, second, or third degree of consanguinity has a substantial interest in a business entity or real property that would be pecuniarily affected by any official action taken by the Board, such Director, before a vote or decision on the matter, shall file an affidavit stating the nature and extent of the interest. The affidavit shall be filed with the Secretary of the Board.
- c. A Director who has a substantial interest in a business entity that will receive a pecuniary benefit from an action of the Board may vote on that action if a majority of the Board has a similar interest in the same action or if all other similar business entities in the City will receive a similar pecuniary benefit.

Section 3. *Acceptance of Gifts.* No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Corporation. No Director or officer shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or officer's discretion. As used here, a benefit does not include:

- a. A fee prescribed by law to be received by a Director or officer or any other benefit to which the Director or officer is lawfully entitled or for which he or she gives legitimate consideration in a capacity other than as a Director or officer;
- b. A gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the Director or officer;
- c. An honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities if:
 - 1. Not more than one honorarium is received from the same person in a calendar year;
 - 2. Not more than one honorarium is received for the same service; and
 - 3. The value of the honorarium does not exceed \$250 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of their services
- d. A benefit consisting of food, lodging, transportation, or entertainment accepted as a guest if reported as may be required by law.

Section 4. *Bribery.* A Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, accept, or agree to accept from another:

- a. Any benefit as consideration for the Director's or officer's decision, opinion, recommendation, vote, or other exercise of discretion as a Director or officer;

- b. Any benefit as consideration for the Director or officer's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or
- c. Any benefit as consideration for a violation of duty imposed by law on the Director or officer.

Section 5. *Nepotism.* No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity or within the third degree of consanguinity to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty at least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

ARTICLE VII

AMENDMENTS

A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of a majority of the full Board at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. Any proposed change or amendment to the Bylaws, however, must be approved by the City Council of the City to be effective.

**WORK AUTHORIZATION No. 12
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of October 22, 2018 between
CITY OF CENTER (OWNER) and
EVERETT GRIFFITH Jr. & ASSOCIATES, INC. (ENGINEER).

This Work Authorization allows for the preparation of plans, specifications and construction management for the Downtown Streetscape Improvements.

This work authorization is made in accordance with the General Services Contract between the Owner and The Engineer dated January 8, 2007 as modified by this authorization.

SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

1. The following Exhibit is attached to and made a part of this Agreement:
 - 1.1. Exhibit A "Further Description of Basic Engineering Services and Related Matters" consisting of 2 pages.
 - 1.2. Exhibit B " Schedule of Hourly Rates"
2. This Work Authorization together with General Services Agreement dated 1/8/07, the Exhibits and Schedules identified above constitute the entire Agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

ENGINEER:

CITY OF CENTER

EVERETT GRIFFITH Jr. & ASSOCIATES, INC.

BY: _____
David Chadwick
Mayor

BY: Bob Staehs
Bob Staehs, P.E.
Project Manager

Attest: _____

Attest: Barbara Boyd

Address for giving notices:

P.O. Box 1744

P.O. Box 1746

Center, Texas 75763

Lufkin, TX 75902-1746

EXHIBIT A TO WORK AUTHORIZATION NO. 12
BETWEEN OWNER AND ENGINEER FOR
PROFESSIONAL SERVICES, dated 10/22/18

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

1. This is an exhibit attached to, made a part of an incorporated by reference into the General Services Agreement made on 1/8/07 and Work Authorization No. 12 dated 10/22/18 between City of Center (OWNER) and Everett Griffith Jr. & Associates, Inc. (ENGINEER) providing for professional engineering services. The Basic Services of ENGINEER as described in SECTION 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in SECTION 4 of the Agreement are stipulated as indicated below and the payment for services as indicated in SECTION 5 of the Agreement are stipulated as indicated below.
2. During the Study and Report Phase ENGINEER shall: N/A
3. During the Preliminary Design Phase ENGINEER shall: N/A
4. During the Final Design Phase ENGINEER shall:
 - 4.1 Provide the services described in Section 1.4 of the General Services Agreement
5. During the Bidding or Negotiating Phase ENGINEER shall:
 - 5.1 Provide the services described in Section 1.5 of the General Services Agreement
6. During the Construction Phase Engineer shall:
 - 6.1 Provide the services described in Section 1.6 of the General Services Agreement
7. During the Operational Phase ENGINEER shall:
 - 7.1 Provide the services described in Section 1.7 of the General Services Agreement
8. Additional Services of ENGINEER: The ENGINEER is hereby authorized to perform the following additional services: As needed,

The cost of this additional service shall be as presented in Exhibit B.
9. OWNER's Responsibilities: The OWNER's responsibilities shall be as described in SECTION 3.
10. Engineering Costs:

The following is a breakdown of fees for each Phase covered under Work Authorization 12:

Final Design	\$118,800.00
Bidding	\$6,000.00
Construction Management	\$95,700.00

The ENGINEER proposes to provide the services described above for a total fee of Two Hundred Twenty Thousand Five Hundred Dollars (\$220,500.00). This fee does not include any services concerning signalization other than pole locations.

11. Timeline:

Begin Final Design
Complete Design
Advertise for Bids
Open Bids
Bid Award
Construction Begins
Construction Ends

October 22, 2018
Mid-February, 2019
Mid-February, 2019
Mid-March, 2019
First April Meeting, 2019
June, 2019
June, 2020

EXHIBIT B

SCHEDULE OF HOURLY RATES

2018 FEE SCHEDULE

EVERETT GRIFFITH, JR. & ASSOCIATES, INC.
408 NORTH THIRD STREET
LUFKIN, TEXAS 75901

All projects will be subject to a cost proposal and contractual agreement based on the following fee schedules. All unpaid balances beyond 30 days are subject to a 1½% per month finance charge.

RATE SCHEDULE

Engineering

Project Manager	\$130/hr.
Project Engineer	\$ 90/hr.
Draftsman	\$ 65/hr.
Inspector	\$ 55/hr.
Clerical	\$ 35/hr.

Surveying

Survey Chief	\$130/hr.
Surveying Assistant	\$ 90/hr.
Surveying Draftsman	\$ 65/hr.
3 m.f.p.	\$115/hr.
2 m.f.p.	\$ 90/hr.

Equipment & Vehicles

Vehicles	\$0.50/mile
Data Collection (Topographical)	\$20.00/hr.

Reimbursable Expenses

Copies	8½ x 11	10¢ per copy
	8½ x 14	14¢ per copy
	11 x 17	20¢ per copy
Blue Prints & Binding		Cost + 15%
Long Distance Calls, Travel		
Expenses & Subsistence		Cost + 15%

EFFECTIVE DATE: January, 2018



617 Tenaha Street • P.O. Box 1744
Center, Texas 75935-1744

(936) 598-2941 • Fax (936) 598-2615
www.centertexas.org

November 9, 2018

THE CITY OF CENTER PURCHASING DEPARTMENT ALONG WITH THE CITY OF CENTER INFORMATION TECHNOLOGY DEPARTMENT WOULD LIKE TO REQUEST COUNCIL APPROVAL TO ENTER INTO A 60 MONTH COPIER LEASE WITH INNOVATIVE LEASING BASED OUT OF LUFKIN TEXAS.

THE LEASE WILL BEGIN JANUARY 1ST, 2019 AND END DECEMBER 31ST, 2023.

WE ARE CURRENTLY LEASING 12 OF THEIR MACHINES AND WOULD LIKE TO REDUCE THIS NUMBER TO 3 MACHINES. TWO MACHINES WILL BE LOCATED AT CITY HALL AND 1 MACHINE WILL BE LOCATED AT THE POLICE DEPARTMENT. THE CITY OF CENTER INFORMATION TECHNOLOGY DEPARTMENT IS CONFIDENT THAT WE CAN MAINTAIN THE REMAINING 9 MACHINES ON AN AS NEEDED BASIS.

THIS CHANGE WILL SAVE US APPROXIMATELY \$1000 PER MONTH.

THIS LEASE WILL BE UNDER STATE CONTRACT DIR-TSO-3092

MICHAEL BOYD

CITY OF CENTER TEXAS

PURCHASING DEPARTMENT



EQUIPMENT LEASE AGREEMENT

"TECHNOLOGY OF TOMORROW, TODAY"

**Delivery and
Acceptance Certificate**

To: (Lessor's name and address)

Lease Number _____



2108 N. John Redditt Drive
Lufkin, Texas 75904

The undersigned certifies that it has received and accepted all the equipment described in the Equipment Lease Agreement between the Lessor and the undersigned, dated _____. The equipment conforms with our requirements and it has been fully installed. There are no side agreements or cancellation clauses given outside the Equipment Lease Agreement.

I have reviewed and I understand all of the terms and conditions of the Equipment Lease Agreement. I was not induced to sign this by any assurances of the Lessor or anyone else.

Date 1-1-2019

City of Center Texas
Lessee's name

State Contract


By Michael Boyd

DIA-TSO-3092

Title Purchasing agent
(If corporation, give title. If owner or partner, state which)

Equipment Lease Agreement

Lease Number _____

Lessee (Full legal Name)				Supplier:	
Address				 2108 John Redditt Drive Lufkin, Texas 75904	
City	State	County	Zip		
Fed. ID#		Phone Number			
State of Organization:		Organization ID No:			

Dear Customer: We've written this Equipment Lease (the "Lease") in simple and easy-to-read language because we want you to understand its terms. Please read your agreement carefully and feel free to ask us any questions you may have about it. We use the words **you** and **your** to mean the Lessee indicated below. The words **we**, **us** and **our** refer to the Lessor indicated below.

1. **Lease Agreement** We agree to lease to you and you agree to lease from us the equipment listed below. You promise to pay us the lease payments shown below according to the payment schedule shown below.

Quantity	Equipment Model and Description	Serial Number

Equipment to be new unless otherwise noted as: ☐ used ☐ reconditioned

2. Transaction Terms

Amount of Monthly Payment \$ 467.86

Lease Term 60 Months

Amount of Security Deposit Collected \$ _____

MAINTENANCE INCLUDED: ☒ YES ☐ NO

Monthly payment includes 20K B&W copies/impressions per month.

Monthly payment includes 1K Color copies/impressions per month.

Overages billed ☐ Monthly ☐ Quarterly at \$.0075 per copy/impression (black)

Overages billed ☐ Monthly ☐ Quarterly at \$.055 per copy/impression (color)

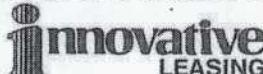
Equipment Location (if different from Lessee Address above) _____

Your payments shown above may not include any applicable tax. If any taxes are due, you authorize us to pay the tax when it is due and agree to reimburse us by adding a charge to your monthly payment. You authorize us to insert or correct missing or incorrect information on the Lease; we will send you notice of such changes. Payments will be applied first to past due balances, taxes, fees, and late charges, and then to the current amount due.

You agree to all the terms and conditions shown above and on the reverse side of this Lease, that those terms and conditions are a complete and exclusive statement of our agreement and that they may be modified only by written agreement between you and us. Terms or oral promises which are not contained in this written Lease may not be legally enforced. You also agree that the Equipment will not be used for personal, family, or household purposes. You acknowledge receipt of a copy of this Lease.

This Lease is not binding on us until we accept it by signing below. You authorize us to record a UCC-1 financing statement or similar instrument, and appoint us as your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the Equipment.

This Lease may not be terminated early.

Lessor: 

By _____

Accepted on behalf of Lessor on 1-1-19
(Date)

Lessee: City of Center Texas
(Company Name)

By _____

Print Name of Signer: _____

Title _____

You agree that a facsimile copy of this Lease bearing signatures may be treated as an original.

Guaranty

In this guaranty, you means the person making the guaranty, and we, us, and our refer to the Lessor indicated above. You guarantee that the Lessee will make all payments and pay all the other charges required under the Lease/Rental Agreement and under any other agreement now or hereafter entered into between the Lessee and us (the "agreement(s)") when they are due and will perform all other obligations under the agreement(s) fully and promptly. You also agree that we may make other arrangements with the Lessee and you will still be responsible for those payments and other obligations.

We do not have to notify you if the Lessee is in default. If the Lessee defaults, you will immediately pay in accordance with the default provisions of the agreement(s) all sums due under the terms of the agreement(s) and you will perform all other obligations of Lessee under the agreement(s). You will reimburse us for all the expenses we incur in enforcing any of our rights against the Lessee or you, including attorney fees. THE SAME STATE LAW AS THE AGREEMENT WILL GOVERN THIS GUARANTY. YOU AGREE TO JURISDICTION AND VENUE AS STATED IN THE PARAGRAPH TITLED APPLICABLE LAW OF THE AGREEMENT. You agree to waive your right to a trial by jury in an action between you and us.

I authorize you to obtain and update my personal credit information from any consumer credit reporting agency or other source in connection with your acceptance of the written Personal Guaranty.

Personal Guaranty:

By X _____, Individually

Print Name

Personal Guaranty:

By X _____, Individually

Print name

3) **RENT/TERM OF LEASE:** You agree to pay us the amount specified in this Lease as the Lease payment (plus any applicable taxes) when each payment is due. This Lease goes into effect on the date you sign the Delivery and Acceptance Certificate ("Effective Date"). The term of this Lease begins on a date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Lease Term" on the face of this Lease. The Lease payments are payable in advance periodically as stated in or on any schedule to this Lease, unless we notify you otherwise. You agree to pay an interim Lease payment in the amount of one-thirtieth (1/30th) of the Lease payment for each day from and including the Effective Date until the day preceding the Commencement Date.

4) **PAYMENT:** You agree to make payment either electronically or by mail. ~~You authorize us to change the Lease payment by not more than 15% due to changes in the Equipment configuration, which may occur prior to our acceptance of this Lease. Restrictive endorsements on checks you send to us will not reduce your obligations to us.~~ Whenever any Lease payment or other payment is not made when due, you agree to pay us, within one month, a late charge of ten percent (10%) for each delayed payment, not to exceed \$20.00 as compensation for our internal operating expenses arising as a result of each delayed payment, but only to the extent permitted by law.

5) **LOCATION AND OWNERSHIP OF EQUIPMENT:** You will keep and use the Equipment only at "the Equipment location address." You agree that the Equipment will not be removed from that address unless you get our written permission in advance to move it. You agree to pay the cost incurred by us to verify installation of the Equipment prior to commencement or during the term of the Lease. We are the owner of the Equipment and have title to the Equipment.

6) **USE, MAINTENANCE AND INSTALLATION:** You are responsible for the protection of the Equipment from damage except for ordinary wear and tear and from any other kind of loss while you have the Equipment. If the Equipment is damaged or lost, you agree to continue to pay rent. You will not move Equipment from the Equipment location without our advance written consent. You will give us reasonable access to the Equipment location so that we can check the Equipment's existence, condition and proper maintenance. You will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract. At your own cost and expense, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs will become our property. You will not make any permanent alterations to the Equipment. ~~In the event maintenance is included in the Agreement, Lessor shall have the right, at the end of the first year of this Agreement and once during each success-~~ five year, to increase the monthly payment by assessing a maximum of 10% of that respective charge.

7) **REDELIVERY OF EQUIPMENT; RENEWAL:** You shall provide us with written notice by certified mail, sent not less than 120 days nor more than 180 days prior to the expiration of the Lease term or any renewal Lease term, of your intention either to exercise any option to purchase all but not less than all of the Equipment (if we grant you such an option) or cancel the Lease and return the Equipment to us at the end of the Lease term. If you elect to return the Equipment to us at the expiration of the original or any renewal term of the Lease, you agree to return the Equipment in accordance with paragraph 14. If we have not received written notice from you of your intention to purchase or return the Equipment, this Lease will automatically renew for succeeding one-year periods commencing at the expiration of the original Lease term. If this Lease is renewed, the first renewal payment will be due the first day after the original Lease term expired. Any security deposit held by us shall continue to be held to secure your performance for the renewal period.

8) **LOSS; DAMAGE; INSURANCE:** You are responsible for and accept the risk of loss or damage to the Equipment. You agree to keep the Equipment insured against all risks of loss in an amount at least equal to the replacement cost until this Lease is paid in full. You will also carry public liability insurance with respect to the Equipment and the use thereof. You will list us as loss payee and give us written proof of this insurance before this Lease term begins. **IF YOU DO NOT GIVE US PROOF OF PHYSICAL DAMAGE INSURANCE, WE MAY (BUT WILL NOT BE OBLIGATED TO) OBTAIN OTHER PHYSICAL DAMAGE INSURANCE AND CHARGE YOU A FEE FOR IT, OR WE MAY CHARGE YOU A MONTHLY CHARGE EQUAL TO 0.25% OF THE ORIGINAL EQUIPMENT COST DUE TO THE INCREASED CREDIT RISK TO US AS WELL AS TO COVER OUR INCREASED INTERNAL OVERHEAD COSTS OF REQUESTING PROOF OF PHYSICAL DAMAGE INSURANCE FROM YOU.** You agree to appoint us your attorney-in-fact to sign your name to any document for the purpose of making claims for, receiving payment of and to execute and endorse all documents, checks or drafts for loss or damage under any insurance policies.

9) **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS LEASE.** We may without notice sell, assign or transfer this Lease. You agree that if we sell, assign, or transfer this Lease, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new owners will not be subject to any claims, defenses, or set offs that you may have against us.

10) **TAXES AND FEES:** You agree to pay when due all sales and use taxes, personal property taxes and all other taxes and charges, license and registration fees, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of this Lease or as billed by us. You agree to pay us any estimated taxes when we request payment. You agree that if we pay any taxes or charges on your behalf in excess of the estimated taxes previously collected, you shall reimburse us for all such payments and shall pay us interest and a late charge (as described in paragraph titled Payment) on such payments if applicable with the next payment. You agree to pay us a monthly fee not to exceed one hundred and fifty thousandths of one percent (.150%) of the original Equipment cost or a comparable annual fee if billed annually, to reimburse us for our costs of preparing, reviewing and filing any such returns. You agree, and we have the right to (i) bill monthly or annually the estimated applicable personal property taxes together with the fees described herein and (ii) bill any remaining estimated amount due upon assessment of such taxes. Your estimated monthly payment will be based on the full amount of such taxes, without regard to any discounts we may obtain. You also agree to appoint us as your attorney-in-fact to sign your name to any document for the purpose of such filing, so long as the filing does not interfere with your rights to use the Equipment. We may charge you and you shall pay to us a one time administrative fee of up to \$75.00 to reimburse us for documentation and investigation costs. You also agree to pay us for any filing and releasing fees prescribed by the Uniform Commercial Code or other law including filing or other fees incurred by us.

11) **LIABILITY:** We are not responsible for any losses or injuries caused by the installation or use of the Equipment. You agree to reimburse us for and to defend us against any claims for the losses or injuries caused by the Equipment.

12) **DEFAULT:** If you do not pay rent when due or if you break any of your promises to this Lease, or any other Lease or Agreement between us, you will be in default. If you default, we can require that you pay the remaining balance, plus all applicable taxes, of this Lease and return the Equipment to us. We can also use any other remedies available to us under the Uniform Commercial Code or any other law. If we refer this Lease to an attorney for collection, you agree to pay our reasonable attorney's fees and actual costs, including our travel costs to any deposition or court proceeding. You agree to pay all of our recovery costs after a default, including: (1) reasonable attorney's fees or \$1,500.00, whichever is greater; (2) reasonable attorney's fees for getting a repossession order; (3) cost of suit; (4) \$250.00 to cover our internal collection overhead; (5) \$250.00 to cover our internal repossession and remarketing overhead if an internal repossession is made or attempted including travel costs to any deposition or court proceeding; and (6) all other reasonable out-of-pocket costs. You agree now that the above amounts are good and reasonable predictions of what actual costs and overhead will be and are not penalties. You agree that any delay or failure to enforce our rights under this Lease does not prevent us from enforcing any rights to a later time.

13) **SECURITY DEPOSIT:** We will retain any required security deposit to insure your performance of your obligations. Any security deposit is non-interest bearing. We may, but are not obligated to, apply any security deposit to cure any default by you, in which event you will promptly restore any amount so applied. If you are not in default, any security deposit will be returned to you within 90 days after the end of the original or renewal Lease term (or as otherwise required by applicable law), or at your direction we may apply the security deposit towards your purchase of the Equipment (if we grant you a purchase option.)

14) **RETURN OF EQUIPMENT:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Lease term, you will immediately return the Equipment to any location(s) and aboard any carrier(s) we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with paragraph 6 and in "Average Saleable Condition". "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories, including manuals and licenses. You will continue to pay Lease payments until the Equipment is received and accepted by us.

15) **FINANCE LEASE:** You agree that if Article 2A-Leases of the Uniform Commercial Code is deemed to apply to this Lease, this Lease will be considered a finance lease as that term is defined in Article 2A. To the extent permitted by applicable law, you waive any and all rights and remedies conferred upon you under UCC Sections 2A-303 and 2A-508 through 522.

16) **APPLICABLE LAW:** You understand that the Equipment may be purchased for cash or it may be leased. By signing this Lease, you acknowledge that you have chosen to lease the Equipment from us for the term of this Lease, and that you have agreed to pay the specific Lease payment. We both intend to comply with applicable laws. If it is determined that your Lease payment results in a payment greater than would be allowed by applicable law, then any excess collected by us will be applied to any outstanding balance due and owing under this Lease adjusted to conform with such applicable law. In no event will we charge or receive or will you pay any amounts in excess of that allowed by applicable law. This agreement shall be governed by, constructed and enforced in accordance with the laws of the state of Texas. The parties agree that this agreement shall be treated as though executed and performed in Angelina County, Texas, and any legal actions relating to this Agreement must be instituted in the courts of Angelina County, Texas or the applicable United States District Court which shall have exclusive jurisdiction. You and we waive the rights to trial by jury in an action between us.

ADDITIONAL SERVICES: To request copies of your billing or payment history or for other information or services with respect to your Lease, please contact us. You will be charged a reasonable fee for these services.

17) **OTHER CONDITIONS:** You understand and agree that:

NO WARRANTIES: We are leasing the Equipment to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. We transfer to you for the term of this lease all warranties, if any, made by manufacturer or supplier to us. We are not liable to you for any modifications or rescission of supplier or manufacturer warranties. You agree to continue making payments to us under this Lease regardless of any claims you may have against the supplier or manufacturer. **YOU WAIVE ANY RIGHTS WHICH WOULD ALLOW YOU TO:** (a) cancel or repudiate the Lease; (b) reject or revoke acceptance of the Equipment; (c) grant a security interest in the Equipment; (d) accept partial delivery of the Equipment; (e) "cover" by making any purchase or lease of substitute Equipment; and (f) seek specific performance against us.



2108 N John Redditt Dr Lufkin, TX 75904 936-633-6550

Addendum to Innovative Leasing Agreement

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated lease agreement.

① Modification Item 4: Payment

- You agree to make payment either electronically or by mail. Whenever any lease payment or other payment is not made when due, you agree to pay us, within one month, a late charge of ten percent (10%) for each delayed payment, not to exceed \$20.00 as compensation for our internal operating expenses arising as a result of each delayed payment, but only to the extent permitted by law.

② Modification Item 6: Use, Maintenance and Installation

- Remove the final sentence of this item. No escalation of pricing will occur.

③ Modification Item 7: Redelivery of Equipment; Renewal

- You shall provide us with written notice, by email or certified mail, no less than 45 days prior to the expiration of the Lease term or any renewal Lease term, of your intention either to exercise any option to purchase the equipment or cancel the lease and return the equipment to us at the end of the lease.

④ Modification Item 14: Return of Equipment

- If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Lease term, we will be responsible to pick up equipment at your location. You will make every effort to assist in moving and loading the equipment. All equipment must be free of markings. You will pay us for any missing or defective parts or accessories. You will continue to pay Lease payments until the Equipment is received and accepted by us.

The parties reaffirm no other terms or conditions of the above-mentioned original lease not hereby otherwise modified or amended shall be negated or changed as a result of this here stated addendum.

Dated: ~~October~~ Jan 1 2019

Innovative Office Systems Representative

City of Center Representative

100 Courthouse Square, A-101
Center, Texas 75935
936-598-3682



936-598-8163 Fax
www.shelbycountychamber.com
info@shelbycountychamber.com

November 1, 2018

City of Center
Mayor David Chadwick
P. O. Box 1744
Center, Texas 75935

To: Mayor David Chadwick/Center City Council
Police Chief Jim Albers
Fire Chief Keith Byndom
City Manager Chad Nehring

Re: Downtown Nighttime Lighted Christmas Parade
December 1, 2018



Dear Friends:

The Annual Santa's Christmas Parade is planned for Saturday, December 1, 2018. We plan for the parade to begin on the downtown square at 6:00 p.m. with line up on Fair Avenue, Malone Drive, and Foster Street beginning at 4:45 p.m. and departing from those locations at 5:45.

The parade will follow the traditional parade route on the downtown Center square with walking and band units lining up on Porter Street. The parade will take Tenaha Street to the downtown square, go around the square and exit on Logansport Street.

We request permission to use the city streets of the downtown square for the parade from 5:15 p.m. to 8:30 p.m. Saturday, December 1, 2018 with the following specific request to close:

Fair Avenue facing Tenaha
Malone Drive near the Center Middle School
Foster Street from Hurst to Tenaha Street
Church Street from the First United Methodist Church to Tenaha Street
Tenaha Street from Foster Street past Kennedy and Porter to the square
The four sides of the square: Nacogdoches Street, Austin Street, San Augustine Street and Shelbyville Street.

While there is no need to close Logansport Street, we should be prepared for traffic.

We look forward to a safe and festive parade and invite the Center City Council to participate.

Respectfully submitted,

Christmas Parade Committee



St. Therese of Lisieux Parish, Center, TX
St. Mary of the Epiphany Mission, Timpson, TX



717 FM 2974, Center, TX 75935 * Fax: (936) 598-8458

October 26, 2018

City of Center
Attn: Ms. Barbara Boyd
P.O. Box 1744
Center, TX 75935

Dear Ms. Boyd:

Every year Saint Therese of Lisieux Catholic Church celebrates the Feast of Our Lady of Guadalupe. This year we would like to share with the entire community our culture and faith. We are requesting the City's permission to use the City Square on Sunday, December 9, 2018 to hold part of our 2018 Our Lady of Guadalupe Celebration. The itinerary is as follows:

Sunday, December ⁹8, 2018

11:00 AM Mariachi Music & Mexican Folklore Danzas

Opening Prayer

12:00 PM Procession to St. Therese of Lisieux Catholic Church

We believe that this event will impact positively in the spiritual life of our community. We are aware of the spiritual nourishment of our community and we would like to extend our joyful celebration to all.

We would also like to request permission to have our procession to the church by foot, as well as the assistance from the Center Police Department for the safety of the people involved in these activities. In the need any additional information, feel free to contact me at (936) 598-8458. Thank you for your consideration, and we hope you allow us the opportunity to share a little bit about our culture and faith.

Sincerely in Christ,

Fr. Nelson Muñoz

Parochial Administrator / St Therese of Lisieux Parish
Center, TX
Priest-in-charge / St Mary of the Epiphany Mission
Timpson, TX

ITEMS OF INTEREST

1. Sales Tax Analysis – November.
2. 2018 4th Quarter Cash & Investment Report.
3. Financial Dashboard – October 2018.
4. TCEQ Notice of Compliance Letter.
5. CASA/SCCAC Reports.

City of Center
Sales Tax Analysis
Historical Total Sales Tax Receipts by Month

NOVEMBER 2018

Month	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Monthly Percentage	FY 2019	Percent Change
October	335,201	245,967	244,899	228,115	231,497	238,942	248,034	8%	254,722	2.70%
November	338,279	302,511	259,984	276,664	294,255	293,524	285,077	9%	311,900	9.41%
December	265,303	206,335	232,741	226,007	236,836	229,978	235,009	7%		-100.00%
January	302,637	246,183	241,181	231,378	231,546	246,897	245,441	8%		-100.00%
February	365,493	331,108	349,611	336,519	314,037	332,583	326,532	11%		-100.00%
March	263,274	206,065	201,810	208,247	212,208	207,108	223,858	7%		-100.00%
April	264,284	249,697	210,844	210,221	227,687	222,669	231,114	7%		-100.00%
May	312,786	293,299	285,819	279,420	326,257	291,837	332,039	10%		-100.00%
June	247,419	216,356	222,767	230,377	224,919	226,133	236,845	7%		-100.00%
July	248,010	224,280	231,096	224,098	236,589	242,449	263,496	8%		-100.00%
August	311,966	272,497	266,114	299,026	292,434	294,075	317,658	9%		-100.00%
September	243,919	228,343	231,038	237,446	241,060	229,515	254,085	8%		-100.00%
	3,498,572	3,022,640	2,977,904	2,987,519	3,069,326	3,055,709	3,199,187		566,622	

Monthly Allocation 311,899.67

City of Center	1%	155,949.84
4B Economic Development Corporation	0.50%	77,974.92
4A Economic Development Corporation	0.25%	38,987.46
Sales Tax for Property Tax Relief	0.25%	38,987.46
		311,899.67

CITY OF CENTER
FOURTH QUARTER CASH AND INVESTMENT REPORT
FY 2018



COVER PAGE

Balances As Of:

	October 1, 2017	April 1, 2018	June 30, 2018	Difference - Quarter	Difference YTD
TOTAL CITY CASH AND INVESTMENTS	5,751,245	5,363,497	4,867,013	(496,484)	(884,231)
OTHER ENTITIES	1,569,644	2,138,431	2,191,718	53,286	622,073
TOTAL	7,320,889	7,501,929	7,058,731	(443,198)	(262,158)

Submitted:

Jim Gibson

Date:

10-29-18

CITY OF CENTER
FOURTH QUARTER CASH AND INVESTMENT REPORT
FY 2018



INVESTMENTS BY FUND

Balances As Of:

	October 1, 2017	July 1, 2018	September 30, 2018	Difference - Quarter	Difference YTD
GENERAL FUND					
Pooled Cash - General Fund	27,810	8,077	148,906	140,829	121,096
CD#9 - General Fund	17,453	-	-	-	(17,453)
LOGIC - General Fund	1,011,529	1,382,550	1,302,783	(79,767)	291,254
Total	1,056,791	1,390,627	1,451,689	61,062	394,898
UTILITY FUND					
Pooled Cash - Utility Fund	(35,517)	20,213	53,822	33,609	89,339
LOGIC - Water Fund	1,213,703	1,260,061	1,148,440	(111,621)	(65,263)
LOGIC - Water Refund	129,520	131,127	131,852	725	2,332
Total	1,307,706	1,411,401	1,334,114	(77,287)	26,408
SOLID WASTE FUND					
Pooled Cash - Solid Waste Fund	122,760	63,407	42,602	(20,804)	(80,157)
LOGIC - Solid Waste	-	141,220	142,001	781	142,001
Total	122,760	204,626	184,603	(20,023)	61,843
DEBT FUND					
Pooled Cash - Debt Fund	-	-	(11,546)	(11,546)	(11,546)
LOGIC - Debt Fund	121,937	535,617	108,199	(427,419)	(13,738)
Total	121,937	535,617	96,653	(438,965)	(25,284)
TRUST FUND					
Cash - HOT	7,683	4,222	11,564	7,343	3,881
LOGIC - HOT	163,129	223,832	232,906	9,075	69,777
Subtotal - Hotel Occupancy	170,812	228,054	244,471	16,417	73,659
LOGIC - Cemetery	120,796	122,306	122,983	677	2,187
Subtotal - Cemetery	120,796	122,306	122,983	677	2,187
MUNICIPAL COURT SPECIAL FUNDS					
LOGIC - Municipal Court Tech	3,864	4,847	6,299	1,452	2,435
LOGIC - Building Security	5,745	7,026	8,134	1,108	2,388
LOGIC - Forfeiture	29,918	26,468	29,019	2,552	(899)
Total	39,528	38,341	43,452	5,111	3,924
CAPITAL IMPROVEMENT FUND					
Cash - CIP	470	99	99	0	(371)
LOGIC - Capital Improvements	206,374	44,509	44,755	246	(161,619)
Total	206,844	44,608	44,854	246	(161,990)
UTILITY CAPITAL IMPROVEMENT FUND					
Cash - Utility CIP	53,931	1,000	1,000	-	(52,931)
Escrow/Investments - TWDB	299,297	-	-	-	(299,297)
LOGIC - TWDB SS Project	1,768,909	766,929	609,887	(157,041)	(1,159,022)
Total	2,122,136	767,929	610,887	(157,041)	(1,511,249)

CITY OF CENTER
FOURTH QUARTER CASH AND INVESTMENT REPORT
FY 2018



VEHICLE REPLACEMENT FUND

LOGIC - Replacement Fund	224,716	96,593	154,649	58,056	(70,067)
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TECHNOLOGY FUND

Cash - Technology Fund	-	385	5,448	5,063	5,448
LOGIC - Technology Fund	52,004	71,739	83,183	11,444	31,179
Total	52,004	72,124	88,631	16,507	36,627

TCDP GRANT FUND - HIF FUND

Cash - HIF Fund	20,049	20,056	36,066	16,011	16,018
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AIRPORT CONSTRUCTION FUND

Cash - Airport Construction	9,335	4,670	10,984	6,314	1,649
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PARK FUND

LOGIC - Park Fund	134,805	385,375	401,758	16,383	266,953
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ANIMAL WELFARE TRUST FUND

CD - Animal Welfare	41,025	41,171	41,219	48	193
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TOTAL CASH AND INVESTMENTS	5,751,245	5,363,497	4,867,013	(496,484)	(884,231)
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CITY OF CENTER
FOURTH QUARTER CASH AND INVESTMENT REPORT
FY 2018



INVESTMENTS BY TYPE

Balances As Of:

	October 1, 2017	April 1, 2018	June 30, 2018	Difference - Quarter	Difference YTD
Pooled Cash - General Fund	27,810	8,077	148,906	140,829	121,096
Pooled Cash - Utility Fund	(35,517)	20,213	53,822	33,609	89,339
Pooled Cash - Debt Fund	-	-	(11,546)	(11,546)	(11,546)
Pooled Cash - Solid Waste Fund	122,760	63,407	42,602	(20,804)	(80,157)
Cash - Technology Fund	-	385	5,448	5,063	5,448
Cash - HOT	7,683	4,222	11,564	7,343	3,881
Cash - CIP	470	99	99	0	(371)
Cash - Utility CIP	53,931	1,000	1,000	-	(52,931)
Cash - HIF Fund	20,049	20,056	36,066	16,011	16,018
Cash - Airport Construction	9,335	4,670	10,984	6,314	1,649
TOTAL LIQUID CASH	206,520	122,128	298,946	176,818	92,426
Percent Allocation	3.6%	2.3%	6.1%		
LOGIC - General Fund	1,011,529	1,382,550	1,302,783	(79,767)	291,254
LOGIC - Water Fund	1,213,703	1,260,061	1,148,440	(111,621)	(65,263)
LOGIC - Water Refund	129,520	131,127	131,852	725	2,332
LOGIC - Solid Waste	-	141,220	142,001	781	142,001
LOGIC - Replacement Fund	224,716	96,593	154,649	58,056	(70,067)
LOGIC - Technology Fund	52,004	71,739	83,183	11,444	31,179
LOGIC - Debt Fund	121,937	535,617	108,199	(427,419)	(13,738)
LOGIC - HOT	163,129	223,832	232,906	9,075	69,777
LOGIC - Cemetery	120,796	122,306	122,983	677	2,187
LOGIC - Municipal Court Tech	3,864	4,847	6,299	1,452	2,435
LOGIC - Building Security	5,745	7,026	8,134	1,108	2,388
LOGIC - Forfeiture	29,918	26,468	29,019	2,552	(899)
LOGIC - Capital Improvements	206,374	44,509	44,755	246	(161,619)
LOGIC - Park Fund	134,805	385,375	401,758	16,383	266,953
LOGIC - TWDB SS Project	1,768,909	766,929	609,887	(157,041)	(1,159,022)
Escrow/Investments - TWDB	299,297	-	-	-	(299,297)
TOTAL POOL INVESTMENTS	5,486,247	5,200,199	4,526,849	(673,350)	(959,397)
Percent Allocation	95.4%	97.0%	93.0%		
CD#9 - General Fund	17,453	-	-	-	(17,453)
CD Animal Welfare	41,025	41,171	41,219	48	193
TOTAL FIXED INVESTMENTS	58,478	41,171	41,219	48	(17,259)
Percent Allocation	1.0%	0.8%	0.8%		
TOTAL CASH AND INVESTMENTS	5,751,245	5,363,497	4,867,013	(496,484)	(884,231)

CITY OF CENTER
FOURTH QUARTER CASH AND INVESTMENT REPORT
FY 2018



OTHER ENTITIES

Balances As Of:

**4A ECONOMIC DEVELOPMENT
CORPORATION**

	October 1, 2017	July 1, 2018	September 30, 2018	Difference - Quarter	Difference YTD
Cash	1,171	8,765	1,863	(6,902)	692
LOGIC	832,412	1,146,322	1,196,287	49,965	363,875
Total	833,583	1,155,087	1,198,150	43,063	364,567

**4B ECONOMIC DEVELOPMENT
CORPORATION**

Cash	1,610	2,323	1,666	(658)	56
LOGIC	706,208	943,415	954,094	10,679	247,886
Total	707,818	945,738	955,759	10,021	247,941

TIRZ DISTRICT #1

Cash	470	1,047	1,047	-	577
LOGIC	20,139	28,830	28,989	159	8,850
Total	20,609	29,877	30,037	159	9,428

Center Industrial Development Authority

LOGIC	7,634	7,728	7,771	43	137
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TOTAL OTHER ENTITIES	1,569,644	2,138,431	2,191,718	53,286	622,073
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CITY OF CENTER
FOURTH QUARTER CASH AND INVESTMENT REPORT
FY 2018



INVESTMENT RATE INFORMATION

CD Information	Maturity	Rate	Term
Animal Welfare	10/16/2019	1.15%	12 month

Rate Comparison	LOGIC Current Rate	Average CD Rate	3 Month Treasury Yield	6 Month Treasury Yield	1 Year Treasury Yield	2 Year Treasury Yield
9/30/2018	2.21%	1.15%	2.19%	2.36%	2.59%	2.81%

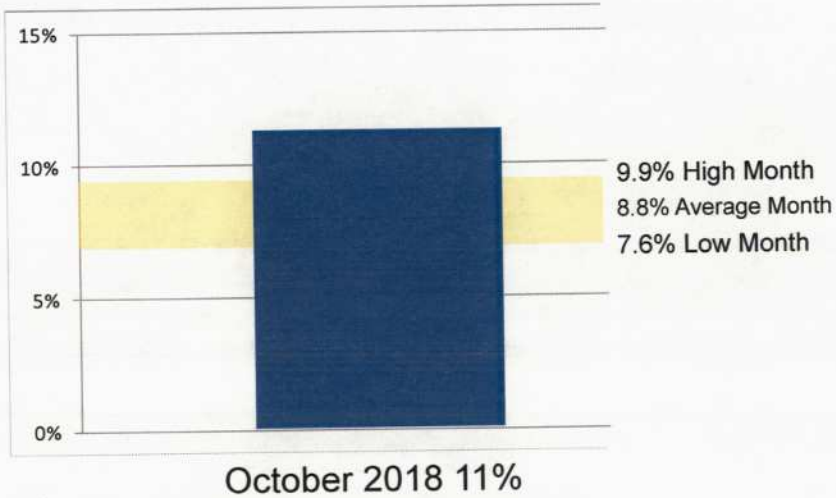
STATEMENT OF INTEREST REVENUE

FUND	FY 2018 YTD	FY 2017	FY 2016	FY 2015	FY 2014	FY 2013
General	23,344	10,643	6,890	3,907	3,167	3,834
Water Utility	23,069	12,024	5,420	4,234	1,449	2,706
Debt	6,429	3,157	2,014	1,065	1,208	4,781
Hotel/Motel	3,577	1,767	921	211	672	1,843
Animal Welfare	539	536	343	140	-	-
Cemetery	2,175	849	668	649		
Solid Waste	2,001					
Court Technology	91	41	36	13	9	12
Building Security	112	46	24	15	14	21
Asset Forfeiture	477	202	44	14	8	17
TIF Fund	450	139	-	-	-	-
Capital Improvement Fund	3,655	19,689	5,825	44	66	8,301
Utility Cap. Imp Fund	17,123	18,666	2,832	200	199	213
2014 Tax Notes	-	-	-	-	51	-
Park Fund	6,788	1,615	732	2,144	23	-
Equipment Repl. Fund	2,400	2,428				
Technology Fund	1,179	-				
Total	93,409	71,802	25,750	12,635	6,865	21,729
	30%	179%	104%	84%	-68%	

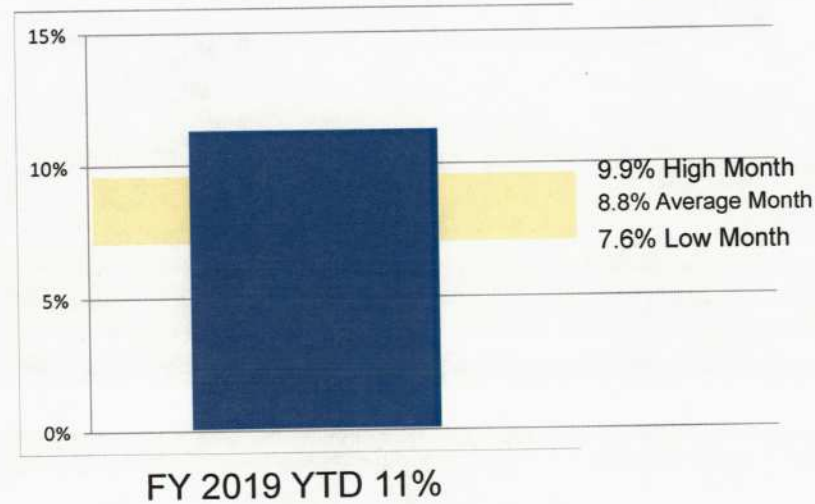


FINANCIAL DASHBOARD OCTOBER 2018

General Fund October Monthly Expenses

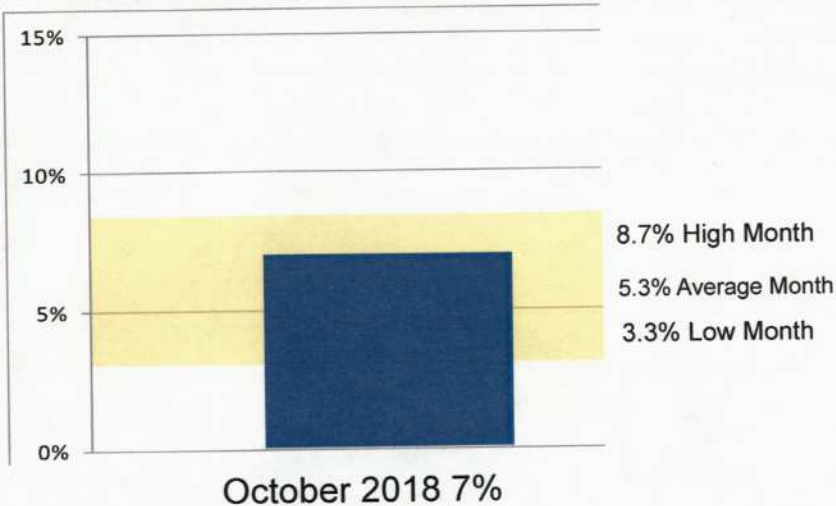


Year to Date Expenses

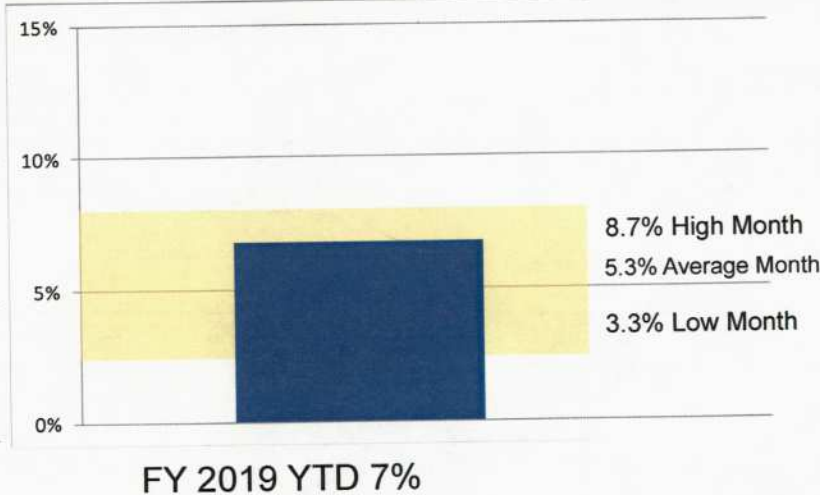


General Fund	FY 2019 Adopted Budget	October 2018	YTD
Non-Departmental	370,650	149,862	149,862
City Hall	790,550	68,530	68,530
Police	2,051,500	187,917	187,917
Fire	496,400	40,465	40,465
Streets	353,050	25,255	25,255
Airport	92,100	5,152	5,152
Cemetery	22,500	2,380	2,380
Parks	181,500	13,798	13,798
Inspections	52,450	3,165	3,165
Animal Control	24,200	618	6118
Municipal Court	107,400	8,930	8,930
Civic Center	224,700	18,849	18,849
Community Facilities	85,700	6,589	6,589
Total	4,852,700	531,511	531,511
REVENUES	4,852,700	457,508	458,233
DIFFERENCE	0	(74,003)	(73,278)

Utility Fund October Monthly Expenses



Year to Date Expenses



Utility Fund	FY 2019 Adopted Budget	October 2018	YTD
Non-Departmental	966,300	50,775	50,775
Water Production	1,369,750	82,102	82,102
Water Distribution	420,150	54,233	54,233
Sewer Collection	316,200	11,406	11,406
Sewer Treatment	521,000	49,841	49,841
Public Works	295,000	23,903	23,903
TOTAL	3,888,400	271,259	272,259
REVENUES	3,888,400	29,062	29,062
DIFFERENCE			

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Toby Baker, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

October 24, 2018

The Honorable David Chadwick
Mayor, City of Center
PO Box 1744
Center, Texas 75935

**Re: Notice of Compliance with Notice of Violation (NOV) dated August 08, 2017:
City of Center East Bank Wastewater Treatment Plant, Center (Shelby County),
Texas; Regulated Entity No.: RN101614014; TCEQ ID No.: WQ0010063003; EPA ID
No.: TX0076953; Investigation No.: 1524130**

Dear Mayor Chadwick:

This letter is to inform you that the Texas Commission on Environmental Quality (TCEQ) Beaumont Region 10 Office has received adequate compliance documentation on July 26, 2018, to resolve the alleged violations documented during the investigation of the above-referenced regulated entity conducted on June 20, 2017. Based on the information submitted, no further action is required concerning this investigation.

The TCEQ appreciates your assistance in this matter and your compliance efforts to ensure protection of the State's environment. If you or members of your staff have any questions, please feel free to contact Ms. Courtney Jackson at the Beaumont Region 10 Office at (409) 898-3838.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ron Hebert".

Ronald Hebert
Water Section Manager
Beaumont Region 10 Office

RH/CJ/cal

Enclosure: Summary of Investigation Findings

Summary of Investigation Findings

EAST BANK PLANT

Investigation #

, SHELBY COUNTY,

1524130
Investigation Date: 10/18/2018

Additional ID(s): WQ0010063003
TX0076953

ALLEGED VIOLATION(S) NOTED AND RESOLVED ASSOCIATED TO A NOTICE OF VIOLATION

Track No: 649408

PERMIT WQ0010063003, OPR Pg. 13, No. 1
Operational Requirements Pg. 13, No.1

Alleged Violation:

Investigation: 1428655

Comment Date: 07/28/2017

Failure by the City of Center to properly operate and maintain units of collection, treatment, and disposal.

During the investigation on 06/20/2017, it was noted that the Orbal unit had eight disc rotor units out of operation. Two were broken and six were down due to maintenance issues.

Investigation: 1482372

Comment Date: 04/24/2018

On 10/10/2017, compliance documentation was received that stated the Orbal disc rotors were being replaced with a jet aeration system being installed by Pipe Works LLC, which is under contract with the City of Center WWTP. The contract was included with the compliance documentation. The blower air headers were installed on 09/18/2017. Photographs of the new blower air headers was included with the compliance documentation. The pumps have not yet been installed in the oxidation ditch. Documentation has not been received showing the completion of this project.

Investigation: 1524130

Comment Date: 10/24/2018

The broken disc rotor units in the aeration basin were replaced.

Recommended Corrective Action: Repair the broken disc rotor units. Submit documentation to the TCEQ Region 10 Beaumont Office.

Resolution: Compliance documentation was submitted to the Region 10 Beaumont office on 07/26/2018.

CITY OF CENTER

POOLED CASH FUND
P.O. BOX 1744
CENTER, TEXAS 75935
(936) 598-2941

103432

REF #:

01-4037

CASA OF DEEP

EAST TEXAS

103432 10/05/2018

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
10/04/2018	10.04.18-CHLD SFTY 01 -500-50331		CHILD SAFETY PAYMENT	1,408.67
	CHILD SAFETY PAYMENT		CHILD SAFETY PAYMENT	1,408.67



CHECK TOTAL 1,408.67

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

CITY OF CENTER

POOLED CASH FUND
P.O. BOX 1744
CENTER, TEXAS 75935
(936) 598-2941

FARMERS STATE BANK
CENTER, TEXAS 75935

103432

88-507/1131

DATE

10/05/2018 103432

AMOUNT

*****1,408.67

PAY

----- ONE THOUSAND FOUR HUNDRED EIGHT & 67/100 DOLLARS -----

VOID AFTER 1 YEAR

TO THE
ORDER
OF

CASA OF DEEP EAST TEXAS
PO BOX 63252
NACOGDOCHES, TX 75963-5252

CITY SECRETARY / CITY MANAGER

MAYOR / MAYOR PRO-TEM

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

⑈ 103432 ⑈ ⑆ 113105070 ⑆ ⑈ 7647166 ⑈ 15

CITY OF CENTER

POOLED CASH FUND
P.O. BOX 1744
CENTER, TEXAS 75935
(936) 598-2941

103432

01-4037

CASA OF DEEP

EAST TEXAS

103432 10/05/2018

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
10/04/2018	10.04.18-CHLD SFTY 01 -500-50331		CHILD SAFETY PAYMENT	1,408.67
	CHILD SAFETY PAYMENT		CHILD SAFETY PAYMENT	1,408.67



CASA OF DEEP EAST TEXAS
PO BOX 63252
NACOGDOCHES, TX 75963-5252

CHECK TOTAL 1,408.67

City of Center -- Check Request

Payable To: CASA of Deep
East Texas

Purpose: Child Safety

Requested By: JG

Date: 10-3-18

Due Date: _____

Vendor#: 4037

POSTED

GL#: 01-500-50331 AMT: 1408.67

GL#: _____ AMT: _____

GL#: _____ AMT: _____

GL#: _____ AMT: _____

AMOUNT DUE: 1408.67

Purchasing: _____

Dept. Head: _____

Finance: _____

Inventory: _____

Fixed Asset #: _____

1099 Amount: _____



Mission Statement

Court Appointed Special Advocates (CASA) of Deep East Texas trains and supervises volunteers to speak in court for child victims of abuse and neglect, in order to effectively prepare them for a hopeful, productive future in a safe, permanent home.

October 15, 2018

To whom it may concern:

During the fiscal year 9/1/17-8/31/18, CASA of Deep East Texas served 66 children in the Shelby County District court. Some of those children have ongoing cases. The average number of children served at any given time is 35, as the number of children coming into foster care and those leaving foster care typically stays about the same.

The last quarter of this fiscal year saw an unusual rise in the number of children coming into foster care. The number of children that came into care nearly doubled the number of children that left care during that timeframe. The cost to our organization to serve children in foster care is \$1237 per child per year. We have one full time employee for Shelby County.

Thank you for your continued support in our efforts to be a constant for children in foster care, to advocate for their best interests, and to be with them on their journey through the foster care system.

Sincerely,

Tonya Harry
Executive Director
CASA of Deep East Texas



Offices Located in the Landmark Center: 411 E Hospital St.
Mailing Address: PO Box 635252 Nacogdoches, Texas 75961
Telephone: 936.560.4711 Fax: 936.560.4701 Cell: 936.569.5906 E-Mail: casa@casaofdet.com
Shelby County Office: 131 Tenaha St., Center, TX Telephone: 936-591-9553 Fax: 936-591-9503
Mailing Address: P. O. Box 1299, Center, TX 75935



CITY OF CENTER
REF #: 01-3323
SHELBY COUNTY CHILD
P.O. BOX 1744
CENTER, TEXAS 75935
(936) 598-2941

103461 10/05/2018

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
10/04/2018	10.3.18-CHLD SFTY 01 -500-50331		CHILD SAFETY PAYMENT	1,408.67
	CHILD SAFETY PAYMENT		CHILD SAFETY PAYMENT	1,408.67



CHECK TOTAL 1,408.67

CITY OF CENTER

POOLED CASH FUND
P.O. BOX 1744
CENTER, TEXAS 75935
(936) 598-2941

FARMERS STATE BANK
CENTER, TEXAS 75935

103461

88-507/1131

DATE 10/05/2018 103461

AMOUNT \$****1,408.67

PAY

---- ONE THOUSAND FOUR HUNDRED EIGHT & 67/100 DOLLARS ----

VOID AFTER 1 YEAR

TO THE
ORDER
OF

SHELBY COUNTY CHILD
ADVOCACY CENTER
PO BOX 2072
CENTER, TX 75935

CITY SECRETARY / CITY MANAGER
MAYOR / MAYOR PRO-TEM

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

103461 103461050701 764716615

CITY OF CENTER

POOLED CASH FUND
P.O. BOX 1744
CENTER, TEXAS 75935
(936) 598-2941

103461

01-3323 SHELBY COUNTY CHILD

103461 10/05/2018

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
10/04/2018	10.3.18-CHLD SFTY 01 -500-50331		CHILD SAFETY PAYMENT	1,408.67
	CHILD SAFETY PAYMENT		CHILD SAFETY PAYMENT	1,408.67



SHELBY COUNTY CHILD
ADVOCACY CENTER
PO BOX 2072
CENTER, TX 75935

CHECK TOTAL 1,408.67

City of Center -- Check Request

Payable To:

Shelby County Child
Advocacy Center

Purpose:

Child Safety

Requested By:

JG

Date:

10-3-18

POSTED

Due Date:

Vendor#:

3323

GL#: 01-500-50331

AMT: 1408.67

GL#:

AMT:

GL#:

AMT:

GL#:

AMT:

AMOUNT DUE:

1408.67

Purchasing:

Dept. Head:

Finance:

Inventory:

Fixed Asset #:

1099 Amount:

Shelby County Children's Advocacy Center

220 Field Street
Center, Texas 75935
936-590-9864



April 10, 2018

City of Center
Attn: Chad Nehring, City Manager
City Hall Street
Center, TX 75935

Dear Chad,

The following is an accounting of our use of the Child Safety Fee funds from September 1, 2017 through March 31, 2018:

a) The number of Center residents serviced by the program

Our agency provided direct victim services to approximately 88 residents of Center from September 2017 through March 2018. The breakdown of services for Center residents includes: forensic interviews of 26 children; family advocate services for 30 non-offending caregivers, as well as Christmas gifts for 30 children; and mental health counseling services for 30 children or caregivers.

In addition, we have also presented information on prevention and reporting of child abuse to approximately 698 adults and 1,167 children through teacher workshops and personal safety and internet safety presentations at Center ISD, as well as presentations at various civic organizations in town.

b) Annual budgeting, and, operations specific to the City

Our annual operating budget for FY18 is \$414,512. It is not possible to break down which monies are used for the City of Center only, as our program is county-wide in scope. However, all of our operations do impact the residents of Center to some degree, so some portion of each of the following operating expenses is attributable to the city.

Income:	\$
Contributions (including individual, corporate, and municipal):	65,000
Fundraisers:	25,000
Grants:	323,012
SANE Exams:	1,500
Total Income:	414,512

Expenses:	\$
Emergency needs for child victims/families (clothing, food, etc.):	3,000
Community awareness:	1,000
Contract labor (mental health counseling):	53,278
Prof Dues and Subscriptions:	4,000
Fundraisers:	12,000
Health Insurance:	31,000
Insurance:	8,000
Janitorial Services:	1,800
Lawn Care:	1,800
Meals for Multi-disciplinary team meetings:	1,500
Office Supplies:	4,000
Payroll:	200,000
Payroll Tax:	18,000
Postage:	350
Printing:	200
Professional Fees (accounting, consulting, etc.):	9,700
SANE expenses:	1,500
Telephone:	6,600
Training:	26,000
Travel:	400
Utilities:	5,000
Operating Reserve:	25,384
Total Expenses:	414,512

c) Staffing assigned to operations in or dedicated to the City of Center

Each of our staff members work with individuals in the City of Center, although no staff member is dedicated exclusively to working with residents from the City of Center. We staff active cases on a monthly basis in cooperation with Center Police Department Investigators. We have six employees: 1) Executive Director/MDT Coordinator, 2) Clinical Director/Mental Health Counselor, 3) Forensic Interviewer/Intake Specialist, 4) Forensic Interviewer, 5) Family Advocate, and 6) Administrative Assistant). We also have three contract labor positions for Mental Health Providers.

We are available to clarify any information or to answer any other questions you may have regarding our impact on the City of Center. Thank you for your support of our agency.

Sincerely,

Denise Merriman, Executive Director

Breaking the cycle of abuse, one child at a time

Shelby County Children's Advocacy Center

131 Tenaha Street
Center, Texas 75935
936-590-9864



October 9, 2018

City of Center
Attn: Chad Nehring, City Manager
City Hall Street
Center, TX 75935

Dear Chad,

The following is an accounting of our use of the Child Safety Fee funds from April 1, 2018 through August 31, 2018:

a) The number of Center residents serviced by the program

Our agency provided direct victim services to approximately 72 children of Center from April 2018 through August 2018. The breakdown of services for Center residents includes: forensic interviews of 51 children; family advocate services for 43 non-offending caregivers, as well as back to school supplies for 38 children; and mental health counseling services for 44 children and caregivers.

In addition, we have also presented information on prevention and reporting of child abuse to approximately 75 adults and 225 children through teacher workshops and personal safety and internet safety presentations at Center ISD, as well as presentations at various civic organizations in town.

b) Annual budgeting, and, operations specific to the City

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Fundraisers:	12,000
Health Insurance:	31,000
Insurance:	8,000
Janitorial Services:	1,800
Lawn Care:	1,800
Meals for Multi-disciplinary team meetings:	1,500
Office Supplies:	4,000
Payroll:	200,000
Payroll Tax:	18,000
Postage:	350
Printing:	200
Professional Fees (accounting, consulting, etc.):	9,700
SANE expenses:	1,500
Telephone:	6,600
Training:	26,000
Travel:	400
Utilities:	5,000
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Sincerely,

Denise Merriman, Executive Director

Breaking the cycle of abuse, one child at a time