

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

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

AGENDA

The Center City Council will meet in Regular Session on Monday, November 13, 2017 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. Administer Oaths and Issuance of Election Certificates for Newly Elected Officials.
- III. Approval of Minutes of the Regular Meeting on November 13, 2017.
- IV. Discuss Consider and Action on the Following:
 - A. Ordinance 2017-17 Establishing Standards for Commercial Filming.
 - B. Award of Bid McSwain Hill Tank Painting Improvements.
 - C. Authorize Design/Build Contract for Entryway Signage.
 - D. Appointments:
 - 1. Center Housing Authority
- V. Items of Interest from Council and City Manager and Citizens No Action Items.

VI. 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 Government Code Section 551.071, 551.072 and 551.074

VII. Adjournment.

MEMORANDUM

TO: Mayor and City Council

FR: Chad D. Nehring, City Manager

Date: December 8, 2017

RE: Agenda Comments for Regular Meeting of December 11, 2017

REGULAR MEETING AGENDA:

II. Oaths of OfficeMrs. Boyd will administer the oath of office to Councilman Howard.

IV.A. Ordinance 2017-17 – Establishing Standards for Commercial Filming
This ordinance was drafted at the request of the Chamber as a prerequisite to
garnering designation of the Governor's Office/Texas Film Commission as a
"Film Friendly" community. This designation, once obtained, includes the
community in the Governor's Office promotion of pre-approved filming locations
throughout the state. This draft was developed from the general samples provided
by the Governor's Office in their relationships with film industry to create broad
and generally accepted standards. There may remain issues that need inclusion to
ensure local concerns are adequately addressed or problems prevented but the
majority of issues have been learned from other communities having some
experience with film industry operations. Approval will allow the Chamber to
proceed with obtaining the designation while not prohibiting any future
modification or clarification of these local regulations.

IV.B. Award of Bid – McSwain Hill Water Tank Painting Improvements
One of the items included in the capital improvement budget, funded by the 2016
bond issue, was rehab of the McSwain Hill water tank on Hwy 7 toward the
Pinkston Water Plant. In consultation with the City's engineer, the initial course
of action was to address the exterior condition and related repairs. This bid was
developed only inclusive of these items and does not contain any potential rehab
work for the interior of the tank. Extreme amount of interest generated many bids
and the tabulation as well as the recommendation of the project engineer is
included for review. The low bidder is Cherokee Painting & Sandblasting at
\$54,700. Staff concurs with the engineer's recommendation for this award.

IV.C. Authrize Design/Build Contract for Entryway Signage

Council has discussed at various times, the desire to proceed with entryway signage into the City. The Mayor has acquired approval of a donation toward this purpose with funds toward installation of an initial sign at Hwy 7W and Loop 500. Council previously considered this location for this purpose during acquisition of that land by the Center EDC in conjunction with the City allowing for a future water tower as well as entry signage. This contract is for the design to be approved prior to authorization to proceed with construction on a sign for this location. The contract is based on some initial and estimated sizes and materials both of which could be adjusted prior to authoring construction.

IV.D. Appointments:

Center Housing Authority
 The Center Housing Authority asked Council to consider appointment to a position vacant due to a recent resignation. Their Board historically makes a recommendation after finding persons interested in serving.

Items of Interest:

- A. Dixie Youth Baseball Regional World Series Bid
 Jason Mitchell intends to be available at the meeting with possible news on
 this item.
- B. PD Blue Santa event flyer enclosed
- C. City Hall Christmas Party Wednesday 13th @ noon

MINUTES OF THE CITY OF CENTER CITY COUNCIL MEETING REGULAR MEETING November 13, 2017

1 June

The Center City Council met in a regular session on Monday, November 13, 2017 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 Absent

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 and media.

Item II. Administer Oaths and Issuance of Election Certificates for Newly Elected Officials.

City Secretary Barbara Boyd administered the Oaths to the Elected Officials, David Chadwick for

Mayor and Joyce Johnson for Council Member District 1.

Item III. Approval of Minutes of the Regular Meeting on October 9, 2017.

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

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

A. Approve Shelby County Chamber of Commerce Lighted Christmas Parade on December 2, 2017. City Manager, Chad Nehring stated this action is required to authorize the activity and for the City to request to TXDoT and authorize the City to take responsibility for traffic control and temporary detour of the state highways and have police assistance to the parade committee to control major traffic areas. Council Member Leigh Porterfield made a motion to approve the Shelby County Chamber of Commerce Lighted Christmas Parade on December 2, 2017. Council Member Joyce Johnson seconded the motion. All voted in favor.

B. Appointments.

- 1. <u>Shelby County Appraisal District Board Members</u>. Council Member Joyce Johnson made a motion to appoint David Chadwick and John Howard to the Shelby County Appraisal Board. Council Member Terry Scull seconded the motion. All voted in favor.
- 2. Center Police Department Reserve Officers. Council Member Leigh Porterfield

made a motion to approve Robert Carlsen and Steven Molanders Center Police Department Reserve Officers. Council Member Jerry Lathan seconded the motion. All voted in favor.

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

- A. Household Hazardous Waste Event November 18, 2017.
- B. Dixie Youth Baseball Regional World Series Bid.

Item V. Executive Session.

A. Consultation with Attorney. Council entered into executive session at 5:10pm.

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.

Council adjourned from executive session at 5:35 and entered into open session. No action was taken on this matter.

Item VI. Adjournment. Mayor David Chadwick adjourned the meeting at 5:35 p.m.

| • | David Chadwick, Mayor | |
|------------------------------|-----------------------|--|
| Attest: | | |
| | | |
| Barbara Boyd, City Secretary | | |

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



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

November 16, 2017

Chad Nehring
City Manager
City of Center
P.O. Box 1744
Center, Texas 75935

Re: Film Friendly Texas

Dear Chad,

As you are aware I recently attended a Film Friendly Texas Workshop in Lufkin. This was the first step of a three step process that, once complete, will allow Center/Shelby County to be included in the Texas Film Commission data base and available to filming scouts.

On-location filming can be good for business for Center and Shelby County. Locally, a film spends money on a wide range of things, from lumber to groceries to gas to hotel rooms and restaurants etc. Film production can include feature films, independent short films, television commercials, television programs, documentaries, reality show segments, music videos etc. At the very least, on-location filming in Center would be an opportunity for the entire City/County to pull together, work together on a project and have fun in the process.

The second and third steps in the process will be to photograph and submit as many pictures of buildings and scenery as possible, and to produce and submit a "Guidelines for Filming" document. The Texas Film Commission has provided sample documents and suggestions for submitting pictures.

It is critical for the City of Center to be involved in the process so I am asking for your assistance and guidance. I would like to complete the process by March 2018.

If you have any questions or require additional information, please let me know.

Sincerely, Lebourh Chawile

Deborah Chadwick

Interim, Executive Director

ORDINANCE NO. 2017-17

AN ORDINANCE OF THE CITY OF CENTER, TEXAS, ESTABLISHING GUIDELINES AND DOCUMENTS FOR FILMING ON CITY PROPERTY; PROVIDING FOR SEVERABILITY, AN OPEN MEETING CLAUSE, AND EFFECTIVE DATE; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the City of Center, Texas, (the "City") finds that encouraging the use of the City and City-owned property for appropriate movies, television shows, commercials, and other film projects could be positive for the economic health and welfare of the City and its citizens;

WHEREAS, the Texas Film Commission, a department of the Office of the Governor, has developed a Film Friendly program for Texas communities, including document templates, to encourage and standardize the use of Texas locations for film projects; and

WHEREAS, use of City-owned property by a film company, while positive for the City's economic health and welfare, can also be a disruption to the City's citizens requiring adequate and appropriate protections for the City and its citizens, including the charging of fees and the use of standard legal documents;

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

Section 1. Findings of Fact. The findings and recitations set out in the preamble of this Ordinance are found to be true and correct, and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Filming Related Fees.

<u>Fees for Use of City Property</u>. The fees for use of City property in connection with a City-authorized film project are as follows, unless modified or waived for any such specific project by a majority vote of City Council:

| Activity | Fee (per Calendar Day) |
|---|------------------------|
| Total or disruptive use (regular operating hours) of a | \$500 |
| public building, park, right-of-way, or public area | |
| Partial non-disruptive use of a public building, park, | \$250 |
| right-of-way, or public area | |
| Total closure or obstruction of public street or right- | \$50 per block |
| of-way, including parking lots and on-street parking | |
| (for filming purposes) | |
| Partial closure or obstruction of public street or | \$25 per block |
| right-of-way, including parking lots and on-street | |

| parking (for filming purposes) | |
|--|-----------------------|
| Use of City parking lots, parking areas, and City | \$50 per block or lot |
| streets (for the purpose of parking film trailers, | |
| buses, catering trucks, and other large vehicles) | |

Section 3. Approving Application and Filming Documents.

The forms of the Guidelines for Filming in Center, Texas, including the Application for Commercial Filming attached thereto, and the Location Agreement, maintained in the office of the City Secretary, are hereby approved. All references to the Application, Guidelines and/or Location Agreement are deemed to be references as approved herewith.

TITLE. FILM PROJECT REQUIREMENTS

These regulations govern requests for commercial use of City-owned property (including but not limited to streets, rights-of-way, parks, and/or public buildings), commercial use of private property which may affect adjacent public or private property, and the use of City equipment and personnel in all types of motion picture production, including, but not limited to, feature films, television programs, commercials, music videos and corporate films.

A Meeting With City

Before filming all or any portion of a movie, television show, commercial, or other film project in the City, the operating executive in charge of the film project, or its authorized agent, must contact the office of the City Manager to discuss the project's specific filming requirements and the feasibility of filming in the City to be the basis of an application.

B Application

- (a) An applicant that wants to use City-owned property in connection with a film project must complete and submit to the office of the City Secretary an Application for Commercial Filming.
- (b) The Application must be submitted to the office of the City Secretary, along with a \$25.00 processing fee, on the following schedule: (1) for commercials or episodic television, no fewer than two (2) business days prior to the commencement of filming or any substantial activity related to the project; (2) for feature films and all other projects, no fewer than five (5) business days prior to the commencement of filming or any substantial activity related to the project.
- (c) The City Manager may authorize waiver this fee upon proof of an organization's non-profit status.
- (d) The Applicant shall provide a brief, written description, including the schedule for the proposed production to the owners, tenants and residents of each property in the affected area/neighborhood(s).
- (e) The Applicant, or his or her designee, shall make a good faith effort to notify each owner, tenant and resident of all such property, and shall submit, as part of

this application, a report noting owners, tenants and/or residents' comments, along with their signatures, addresses and phone numbers.

(f) The Applicant shall attach a valid certificate of insurance, issued by a company authorized to conduct business in the state of Texas, naming the City of Center and its agents, officers, elected officials, employees and assigns, as additional insured, in an amount not less than \$1,000,000 general liability, including bodily injury and property damage with a \$5,000,000 umbrella; and automobile liability in an amount not less than \$1,000,000 including bodily injury and property damage.

C Required Application Materials for Approval

- (a) To receive approval of the Application and prior to any production activity commencing on any City-owned property, the applicant shall complete, sign and return to the office of the City Secretary:
 - (i) Guidelines for Filming in Center, Texas;
 - (ii) Notification Forms for Impacted Private Properties;
 - (iii)Location Agreement for use of Public Facilities; and
 - (iv).
- (b) Based upon this community feedback, and other appropriate factors considered by the City Manager, the City Manager shall grant or deny the filming application unless conditions or circumstances warrant the submission to the City Council.
- (c) A film project for which an Application has been submitted and approved, and for which all required documentation has been fully executed and submitted to the City, is a City-authorized film project for purposes of this Code.

D City Control of Name and Contextual Usage

The City shall have full control over the use of its name, trademark, logo, public streets and buildings while any are being used, as well as control over the hours of production and the general location of the production. If an applicant will be undertaking any filming on City-owned property, and in order for the City to protect the context in which its name, trademark, logo, public streets and buildings are depicted, the applicant must submit the script (relevant sections for scenes being filmed on location) to the City for general review prior to the City being asked to execute a Location Agreement. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming activity if it is determined to be hazardous to the public health, safety and welfare.

E. Public Safety

- (a) The Applicant shall allow City departments (e.g., Police, Fire, Building) to inspect all structures, property, devices and equipment to be used in connection with the filming and taping, as deemed appropriate by the City Manager.
- (b) The City Manager, in consultation with the Chief of Police and/or Fire Chief, shall have the authority to stipulate additional fire or police requirements and

level of staffing for same, at any time during a film project if it is determined to be in the best interest of public health, safety and welfare, which cost shall be borne entirely by the Applicant.

F. Public Welfare and Protection

(a) Unless express written permission in advance has been obtained from the City Manager and affected property owners, tenants and residents have been notified, filming will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 8:00 p.m. Saturday, Sunday and holidays: 7:00 a.m. to 9:00 p.m.

(b) The use of exterior lighting, power generators, or any other noise- or light-producing equipment requires on-site approval of the City Manager.

G. Use of City Facilities and Equipment

- (a) The City Manager may authorize the use of any street, right-of-way, park, or public building, equipment or personnel for commercial uses in the filming or taping of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration herein and as specified on the application be met as a prerequisite to that use.
- (b) The Applicant shall provide a report listing the number of vehicles and types of equipment to be used during the filming, including proposed hours of use and proposed parking locations. Such locations will need to be specifically approved by the City Manager. On-street parking or use of public parking lots is subject to City approval.
- (c) The Applicant shall pay for all costs of any Police, Fire, Public Works, or other City personnel assigned to the project (whether or not specifically requested by the production). Remuneration rates for the use of any City equipment, including police cars and fire equipment, will be established on a case-by-case basis as determined by the City Manager. The Applicant shall pay all costs in full within ten (10) days after receipt of an invoice for said costs. The City Manager may, at his/her discretion, require an advance deposit for all costs related City personnel and/or the use of City equipment

H. Damages to Properties

- (a) The Applicant shall pay in full, within ten (10) days of receipt of an invoice, the costs of repair for any and all damage to public or private property, resulting from or in connection with, the production, and restore the property to its original condition prior to the production, or to better than original condition.
- (b) The Applicant shall sign indemnification and hold harmless clause to the benefit of the City from any claim in conjunction with the activities of the applicant.

Section 4. <u>Amendment of Conflicting Ordinances</u>. All parts of ordinances in conflict herewith are hereby amended to the extent of such conflict only. To the extent of a conflict between this Ordinance and another ordinance of the City, this Ordinance shall control.

Section 5. Savings Clause. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting utility fees which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 6. Effective Date. This Ordinance shall be in full force and effect after final passage and publication in the manner required by the Texas Local Government Code and the Charter.

Section 7. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any section, paragraph, sentence, clause or phrase of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid section, paragraph, sentence, clause or phrase. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 8. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

CITY OF CENTER TEYAS

PASSED AND APPROVED on this the 11th day of December, 2017.

| | CIT OF CENTER, IEAAS | |
|------------------------------|-----------------------|--|
| | | |
| | David Chadwick, Mayor | |
| ATTEST: | | |
| Barbara Boyd, City Secretary | | |

EXHIBITS

Guidelines for Filming in Center, TX

- I. Purpose
- II. City Control/City Manager Authority
- III. Permit Requirements and Fees
- IV. Fees
- V. Use of City Equipment and Personnel
- VI. Use of City Property
- VII. Special Equipment and Vehicles
- VIII. Hours of Filming
- IX. Notification of Neighbors
- X. Certificate of Insurance
- Xi. Liability
- XII. Hold Harmless Agreement

Guidelines for Filming in Center, TX

I. PURPOSE

The following guidelines are intended to protect the personal and property rights of the residents and businesses of the City of Center, (the "City"). The City reserves the right to impose additional regulations in the interest of public safety if deemed necessary at the direction of the City Manager or appropriate emergency personnel.

These guidelines cover requests for commercial use of City-owned property (streets, right-of-ways, parks, public buildings), commercial use of private property which may affect adjacent public or private property, and the use of City equipment and personnel in the filming of movies, TV shows, commercials, and related activities.

II. CITY CONTROL/CITY MANAGER AUTHORITY

The City Manager may authorize the use of any street, right-of-way, or public building, equipment or personnel for commercial uses in the filming or taping of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration as specified on the application be met as a prerequisite to that use.

The applicant agrees that the City shall have full control over the use of public streets, right-of-way or buildings, as well as equipment or personnel of the City while being used, as well as control over the hours of production and the general location of the production. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming if determined to be detrimental to the public health, safety and welfare.

The applicant shall agree to allow the respective City departments (e.g., Police, Fire, Building) to inspect all structures and/or devices and equipment to be used in connection with the filming and taping if required by the City Manager.

III. PERMIT REQUIREMENTS

Before filing an application for filming in the City, the Office of the City Manager must be contacted to discuss the production's specific filming requirements and the feasibility of filming in the City.

Any commercial producer who desires to undertake a commercial production in the City is required to complete and return the attached application for filming to the Office of the City Manager, within the time frames below:

- Commercials or episodic television: a minimum of two (2) business days prior to the commencement of filming or any substantial activity related to the project.
- Feature films: a minimum of five (5) business days prior to the commencement of filming or any substantial activity related to the project.

IV. FEES

An application processing fee of \$25.00 should accompany each application for filming in the City.

The City Manager may waive this fee upon proof of an organization's non-profit status.

V. USE OF CITY EQUIPMENT AND PERSONNEL

The applicant will agree to pay for the costs of any Police, Public Works, or other City personnel assigned to the project (whether specifically requested by the production or not). Remuneration rates for the use of any City equipment, including police cars and equipment, will be established on a case-by-case basis as determined by the City Manager. The applicant will agree to pay in full, promptly upon receipt of an invoice, the charges incurred. The City Manager may, at his/her discretion, require an advance deposit for the use of the equipment.

The City Manager in consultation with the Chief of Police and Fire Chief shall have the authority to

stipulate additional fire or police requirements and level of staffing for same, at any time during a film project if it is determined to be in the best interest of public safety, health and welfare, which cost shall be borne by the Applicant. Off-duty police officers shall be paid by the production company at a rate no less than one and one-half their hourly rate. Off duty Fire personnel shall be paid by the production company at a rate determined through consultation with the City.

VI. USE OF CITY PROPERTY

The City Manager may authorize the use of any street, right-of-way, or public building, use of Lago Vista, Texas name, trademark or logo and/or use of City equipment and/or personnel for commercial uses in the production of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the City Manager may require that any or all of the conditions and/or remuneration as specified on the application be met as a prerequisite to that use. A security or damage deposit may be required based on production activity.

The applicant agrees to reimburse the City for inconveniences when using public property. Following are the City's fees for the use of City property, as adopted by ordinance:

| Activity | Fee (per Calendar Day) |
|--|------------------------|
| Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area | \$500 |
| Partial non-disruptive use of a public building, park, right-of-way, or public area | \$250 |
| Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for filming purposes) | \$50 per block |
| Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for filming purposes) | \$25 per block |
| Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles) | \$50 per block or lot |

The applicant agrees that the City shall have full control over the use of its name, trademark, logo, public streets and buildings of the City while any are being used, as well as control over the hours of production and the general location of the production. If the applicant will be undertaking any filming on City-owned property, and in order for the City to protect the context in which its name, trademark, logo, public streets and buildings are depicted, the applicant agrees that it will submit the script to the City for general review prior to the City executing an agreement for the applicant to film on City property. The City does not intend to censor or edit any such script, but only wants to ensure that the City itself does not participate in a project that is offensive. The City reserves the full and absolute right to prohibit all filming or to order cessation of filming activity if it is determined to be hazardous to the public health, safety and welfare.

VII. SPECIAL EQUIPMENT AND VEHICLES

The applicant shall provide a report listing the number of vehicles and types of equipment to be used during the filming, including proposed hours of use and proposed parking locations. Such locations will need to be specifically approved by the City so as to maintain traffic safety. On-street parking or use of public parking lots is subject to City approval. The use of exterior lighting, power generators, or any other noise- or light-producing equipment requires on-site approval of the City Manager.

VIII. HOURS OF FILMING

Unless permission has been obtained from the City Manager in advance and affected property owners, tenants and residents have been notified, filming will be limited to the following hours: Monday through

Friday, 7:00 a.m. to 8:00 p.m., and Saturday, Sunday and holidays, 7:00 a.m. to 9:00 p.m.

IX. NOTIFICATION OF NEIGHBORS

The applicant shall provide a brief, written description, approved by the City Manager, of the schedule for the proposed production to the owners, tenants and residents of each property in the affected neighborhood (as defined by boundaries set by the City Manager). The applicant, or his or her designee, shall make a good faith effort to notify each owner, tenant and resident of all such property, and shall submit, as part of this application, a report noting each owner, tenant or resident's comments, along with their signatures, addresses and phone numbers. Based upon this community feedback, the City Manager may grant or deny the filming application or refer the matter to the City Council.

X. CERTIFICATE OF INSURANCE

The producer shall attach a certificate of insurance, naming The City of Center, TX as an additional insured, in an amount not less than \$1,000,000 general liability, including bodily injury and property damage with a \$5,000,000 umbrella; and automobile liability (if applicable) in an amount not less than \$1,000,000 including bodily injury and property damage.

XI. LIABILITY

The applicant agrees to pay in full, promptly upon receipt of an invoice, the costs of repair for any and all damage to public or private property, resulting from or in connection with, the production, and restore the property to its original condition prior to the production, or to better than original condition.

XII. HOLD HARMLESS AGREEMENT

The producer shall sign the following Hold Harmless Agreement holding the City harmless from any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use:

I certify that I represent the firm which will be performing the filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the directions and specifications of The City of Center, TX, and that I and my firm will indemnify and hold harmless The City of Center, TX for and from any loss, damage, expense, claims and costs of every nature and kind arising out of or in connection with the filming/taping pursuant to this permit.

I further certify that the information provided on this Application is true and correct to the best of my knowledge, and that I hold the authority to sign this and other contracts and agreements with the City on behalf of the firm.

| Signed: _ | | |
|-----------|----------------|-------|
| Title: | <u>.</u> . | 1 |
| Date: | _ | |
| | | |

CITY OF CENTER, TX Application for Commercial Filming

| Fitle of project | | | |
|--|--|--|--|
| Type of production (feature film, television production, commercial, corporate, music video, etc.) | | | |
| Proposed Filming Locations (attach additional pages if necessary) | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Date(s) of prep/filming | | | |
| Primary Contact | | | |
| Name | | | |
| Cell phone | | | |
| Email | | | |
| Location Manager (if different from Primary Contact) | | | |
| Name | | | |
| Cell phone | | | |
| Email | | | |
| Production Company Information | | | |
| Name of Production Company | | | |

Address

| City/ | /State/Zip |
|--------------------|--|
| Web | Site |
| Prim | ary Contact's Name |
| Prim | ary Contact's Phone |
| Prim | ary Contact's Email |
| | ction already in contact with the Texas Film Commission? s, who is your contact at the Texas Film Commission? |
| Nam Phor Ema | ne |
| PRODUCTIO | ON (Attach additional sheets if necessary.) |
| amplified sou | n schedule and activities, including stunts, pyrotechnics, special effects, aerial photography und or use of animals: (Give dates and times and rain dates. Hours should include set-upets and restoration.) |
| 2. Approxima | ate number of persons involved with the production, including cast and crew: |
| 3. Anticipated | d need of City personnel, equipment or property: |
| 4. Public are | as in which public access will be restricted during production: |
| 5. Describe a | alterations to public property: |
| 6. Number a | nd type of production vehicles to be used and location(s) where vehicles will be parked: |
| 7. Location v | where crew will be fed, if not at filming location: |
| 8. Location v | where extras will be staged, if not at filming location: |

- 9. Attach map(s) of anticipated street closure(s) or other public area use.
- 10. Hold Harmless and Indemnification:

I certify that I represent the firm which will be performing the filming/taping at the locations specified on the attached permit application. I further certify that I and my firm will perform in accordance with the directions and specifications of The City of Center, Texas, and that I and my firm will indemnify and hold harmless the City of Center, Texas and its elected officials, officers, servants, employees, successors, agents, departments and assigns from any and all losses, damages, expenses, costs and/or claims of every nature and kind arising out of or in connection with the filming/taping and other related activities engaged in pursuant to this Application.

I further certify that the information provided on this Application is true and correct to the best of my knowledge, and that I possess the authority to sign this and other contracts and agreements with the City of Center, Texas on behalf of the firm.

| Signed: | |
|---|----------|
| Title: | |
| Date: | |
| | |
| Applicant (production company representative): | <u>.</u> |
| | Date: |
| Name | |
| Title | - |
| "Guidelines for Filming in Center , Texas" acknowledge receipt | |
| Filming Notifications of Private Property Owners submitted | |
| Insurance Certificate | |
| Application approved by City of Center representative: | |
| | Date: |
| | |

CENTER, TX — PROPOSED FILMING PERMIT NOTIFICATION AND SIGNOFF REQUEST

The City of Center requires that all property owners/residents whose property is adjacent to the area sought to be inconvenienced must be notified with a map of the area indicating all disturbances in the area. The notification must indicate by signature whether the property owner/resident approves or disapproves of the proposed closure.

| Film Company's Contact Name) | (Phone Number) |
|---|---|
| Company Name) | applying for a FILMING PERMIT for the following film |
| Name of Film) | |
| he filming is scheduled for the following date | es and times: |
| he filming will close or partially close the fol | llowing streets: |
| | |
| ha filming will consist of the following: | |
| he filming will consist of the following: | |
| | |
| PROPERTY OWNER / RESIDENT | s information is used by the City of Center to determine |
| PROPERTY OWNER / RESIDENT Please fill out this section completely as this | s information is used by the City of Center to determine ed above will be approved or denied. |
| PROPERTY OWNER / RESIDENT Please fill out this section completely as this whether or not the filming activities indicate O APPROVE O DISAPPROVE | s information is used by the City of Center to determine ed above will be approved or denied. |
| PROPERTY OWNER / RESIDENT Please fill out this section completely as this whether or not the filming activities indicate O APPROVE O DISAPPROVE (Print Name and Title) | s information is used by the City of Center to determine ed above will be approved or denied. RECEIVED MAP: O YES O NO |
| PROPERTY OWNER / RESIDENT Please fill out this section completely as this whether or not the filming activities indicate O APPROVE O DISAPPROVE (Print Name and Title) | s information is used by the City of Center to determine ed above will be approved or denied. RECEIVED MAP: O YES O NO (Signature) |

Received by Center, TX on:

LOCATION AGREEMENT CITY OF CENTER

| Working Title of Motion Picture | Date | | |
|--|--|--|--|
| Set Name | Scene Numbers | | |
| The City of Center, Texas (herein called "Licensor") 617 Tenaha St./P.O. Box 1744 | Phone Number | | |
| Center, Texas 75935 | (936) 598-2941 | | |
| Licensor hereby grants to (<u>Production Company with address</u>) (herein called "Company"), and its employees, agents, independent producers, contractors and suppliers, permission to enter upon and use the premises located at: and all signs, fixtures, and other personal and real property on and around said premises (all of which, together with said premises, shall be referred to herein as the "Property") for the purpose of still photography and making motion pictures, videotapes and sound recordings in connection with the production, exhibition, advertising and exploitation of the motion picture, commencing on or about (subject to change on account of weather conditions or changes in production schedule), and continuing until completion of all scenes and work required. Company anticipates needing to use the Property for up to () calendar | | | |
| days, and may not use the Property for more than one calendar days without the written permission of Licensor. | and one than (1 /2) amos that hemos. of | | |
| CHARGES: Charges for use of the Property shall be as any applicable City ordinance. | set out in the City's Film Guidelines and in | | |

All charges are payable on completion of all work contemplated. Company is not obligated to actually use the Property or produce any motion picture or include material photographed or recorded hereunder in the motion picture. Company may at any time elect not to use the Property by giving Licensor written notice of such election, in which case neither party shall have any obligation hereunder.

Company may place all necessary facilities and equipment, including temporary sets, and park vehicles if appropriate, on the Property, and agrees to remove same after completion of work and leave the Property in as good condition as when received, reasonable wear and tear from uses permitted herein excepted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, must be replaced. Licensor agrees to execute a location restoration release in Company's favor upon Company's reasonable request following restoration of the Property. In connection with the motion picture, Company may refer to the Property or any part thereof by any actual or fictitious name and may attribute any real or fictitious events as occurring on the Property. Licensor irrevocably grants to Company and Company's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and re-create all or a portion of the

Property, to alter such duplicates and re-creations, and to use such duplicates and re-creations in any media and/or manner now known or hereafter devised in connection with the motion picture, including without limitation sequels thereto, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing.

Company agrees to use reasonable care to prevent damage to said Property, and will indemnify Licensor, and all other parties lawfully in possession of said Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Company's part in connection with the work hereunder. For the duration of the use of the Property by Company, including and re-use as described below, Company shall maintain at least the following insurance, such policies to name Licensor as an additional insured: \$1,000,000 general liability, including bodily injury and property damage with a \$5,000,000 umbrella; and automobile liability (if applicable) in an amount not less than \$1,000,000 including bodily injury and property damage.

All rights of every kind in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder shall be and remain vested in Company and its successors, assigns and licensees, and neither Licensor nor any tenant, or other party now or hereafter having an interest in said Property, shall have any right of action against Company or any other party arising out of any use of said still pictures, motion pictures, videotapes, photographs and/or sound recordings, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature. Company acknowledges, however, that the Licensor's Film Guidelines require that, in order for Licensor to protect the context in which its name, trademark, logo, public streets and buildings are depicted, Company agrees that it will submit the script to Licensor for general review prior to Licensor executing this agreement or acting on Company's application to film on Licensor's Property.

At any time within 6 months from the date Company completes its use of the Property hereunder, and subject only to the use at the time of the Property by Licensor or another intervening licensee or lessee of Licensor, Company may, upon not less than 5 days prior written notice to Licensor, reenter and use the Property for such period as may be reasonably necessary to photograph retakes, added scenes, etc. desired by Company upon the same terms and conditions as contained in this agreement. Licensor shall make reasonable efforts to accommodate Company's need to re-use the Property as described in this paragraph.

Company agrees that filming will be limited to the following hours: Monday through Friday, 7:00 a.m. to 8:00 p.m., and Saturday, Sunday and holidays, 7:00 a.m. to 9:00 p.m.

Licensor warrants that Licensor is the owner or authorized agent for the owner of the Property and that Licensor has full authority to enter into this agreement and grant the rights herein granted.

Company recognizes and acknowledges that this agreement (i) allows Company to use the Property but does not represent or create any partnership or other business relationship between Licensor and Company, and (ii) does not provide a basis for Company or its employees, contractors or agents to exercise any of the municipal or other statutory power of Licensor or to receive or claim any discounts or special privileges from or with regard to any persons or businesses, whether located in the City of Lago Vista, Texas or elsewhere.

Licensor's sole remedy for a breach by Company of any of Company's obligations hereunder shall be an action at law for damages, it being agreed that in no event shall Licensor or its successors

and assigns, or any other party now or hereafter having an interest in said Property seek or be entitled to injunctive or other equitable relief for breach by Company of any of its obligations under this Agreement unless injunctive relief is required in order to protect the health, safety or welfare of the citizens of Licensor, including, without limitation, in the event an emergency situation exists or has been created on the Property.

If the box below is checked, the attached Addendum shall constitute part of this agreement. This agreement, along with Licensor's Guidelines For Filming In Center, Texas and Company's applications to Licensor, constitute the entire agreement between the parties with regard to Company's use of the Property. Subject to the foregoing, this agreement cancels and supersedes all prior negotiations and undertakings relating to the Property and contains all of the terms, covenants, conditions, representations and warranties, written or oral, of the parties hereto in the premises. No other authorization is necessary to enable Company to use the Property for the purposes herein contemplated.

| ACCEPTED: | |
|-----------------------------------|---------------|
| (Company) | Licensor: |
| By: Its: Authorized Signatory | By: |
| Terms confirmed by: | Address: |
| Location Manager | Federal I.D.# |
| ☐ Check here if Addendum attached | |
| | |
| | |

Everett Griffith, Jr. & Associates Inc.

December 1, 2017

Chad Nehring, City Manager City of Center P.O. Box 1744 Center, Texas 75935

Re: McSwain Tank Painting Improvements

Dear Chad:

As you are well aware, bids were opened on November 28, 2017 for the above referenced project. Ten bids were received with all bids considered responsive and arithmetically correct. The low bidder was Cherokee Painting and Sandblasting, Inc. with a bid amount of \$54,700.00. A bid tabulation is attached for your review.

We have checked references and all responses were positive and that Cherokee Painting and Sandblasting is competent to complete this project to the satisfaction of the Engineer and City. It is our recommendation to award this contract to Cherokee Painting and Sandblasting.

Also attached is the Notice of Award. Please execute and return to me after council approval.

Sincerely,

Bob Staehs, P.E. Project Manager

cc:

Kevin Crim

Cherokee Painting and Sandblasting

| 350333 | CHY OF GENTER | Cherokee Painting & Sandblasting | | | Champion Coatings | | | Spectrum Coatings | | | | |
|--|--|----------------------------------|------------------------|--|------------------------|---|-------------------|------------------------|---|----------------------------|-----|-------------|
| | MESWAIN GROUND STORAGE TANK REHABILITATI | 946 N. Jackson St. | | | 8246 W. 126th St. | | | P.O. Box 1225 | | | | |
| | BID TARGEATION | Jacksonville, Tx. 75766 | | | Savage, MN | 55378 | Let | ехо, Тх.75 | 849 | | | |
| | November 25, 2017 | 903-586-1097 | | | 612-845-5327 | | | 936-639-8813 | | | | |
| | | | | : | | | | • | ľ | | | |
| Item No. Description Quantity Unit | | | Unit Price Total Price | | Unit Price Total Price | | Ţ | Unit Price Total Price | | Total Price | | |
| BASE B | KD . | | | | | | _ | | | | | |
| 1 | Bonds, insurance, administration, etc | 1 | LS | \$ 5,000.00 | \$ | 5,000,00 | \$ 5,000.00 | \$ 5,000.00 | \$ | 3,050.00 | \$ | 3,050.00 |
| 2 | Spot Welding, Small Plate Patching and Minor Repair, Includin Equipment and Materials | 24 | HR | \$ 175.00 | \$ | 4,200.00 | \$ 50.00 | \$ 1,200.00 | \$ | 333.33 | \$ | 8,000.00 |
| 3 | Prepare Surface (Including Testing) and Repaint Tank Exterior In Accordance With Sections 09900 | 1 | ĒA | \$ 45,500.00 | \$ | 45,500.00 | \$ 49,500.00 | \$ 49,500.00 | \$ | 49,950.00 | \$ | 49,950.00 |
| | TOTAL BASE BID (Items 1 through 3) | | | <u> </u> | \$ | 54,700.00 | | \$ 55,700.00 | $T_{\cdot \cdot \cdot}$ | | \$ | 61,000.00 |
| CITY OF CENTER | | | Maguire Iron, Inc. | | M & M Tank Coating Co. | | | N. G. Painting | | | | |
| | MCSWAIN GROUND STORAGE TANK REHABILITATI | NC | | P.O. Box 1446 | | | 102 N, 8th Ave. | | | 1225 Bandera Hwy. Ste. A-2 | | |
| | BID TABULATION | | | Sioux Falts, SD 57101 | | | Greeley, CO 80632 | | | Kerrville, Tx. 78028 | | |
| | November 28, 2017 | | | 605-334-9749 | | | 970-356-7438 | | | 830-257-5940 | | |
| Item No. | Description | Quantity | Unit | Unit Price | L | Total Price | Unit Price | Total Price | 1 | Jnit Price | | Total Price |
| BASE B | łD | | L | <u></u> | T | | ! | | $oldsymbol{\Gamma}$ | | | |
| 1 | Bonds, insurance, administration, etc | 1 | LS. | \$ 2,500.00 | \$ | 2,500.00 | \$ 18,000.00 | \$ 18,000.00 | \$ | 1,000.00 | \$ | 1,000.00 |
| 2 | Spot Welding, Small Plate Patching and Minor Repair, including | 24 | HR | \$ 150.00 | \$ | 3,600.00 | \$ 140.00 | \$ 3,360.00 | \$ | 100.00 | \$ | 2,400.00 |
| 3 | Equipment and Materials Prepare Surface (Including Testing) and Repaint Tank Exterior In Accordance With Sections 09900 | 1 | EA | \$ 58,700.00 | \$ | 58,700.00 | \$ 57,351.00 | \$ 57,351.00 | 3 | 79,800.00 | 5 | 79,800.00 |
| | TOTAL BASE BID (Items 1 through 3) | | | | 15 | 64,800.00 | | \$ 78,711.00 | 1 | _ | 5 | 83,200.00 |
| 3000000 | CITY OF CENTER | | 900000 | Luckinbill Inc. | .l.· | , | CFG Industr | _ | _ | A Coatin | OS. | |
| Meswain Ground Btorage Tark Rekabilitation | | | P.O. Box186 | | | 22535 Magnolia Hills Dr. Magnolia, Texas 77354 | | | 12665 FM 250 South Hughes Springs, Tx. | | | |
| | | | | | | | | | | | | |
| item No. | Description | Quantity | Linit | Unit Price | Τ | Total Price | Unit Price | Total Price | 1 | Unit Price | | Total Price |
| BASE BIL | | | | | \Box | | | | \mathbf{I}_{-} | | L | |
| 1 | Bonds, insurance, administration, etc. | 1 | LS | \$ 13,500.00 | \$ | 13,500.00 | \$ 7,525.00 | \$ 7,525.00 | \$ | 8,000.00 | \$ | 8,000.00 |
| 2 | Spot Welding, Small Plate Patching and Minor Repair, including Equipment and Materiels | 24 | HR | \$ 200.00 | \$ | 4,800.00 | \$ 100.00 | \$ 2,400.00 | \$ | 100.00 | \$ | 2,400.00 |
| 3 | Prepare Surface (Including Testing) and Repaint Tank Exterior In Accordance With Sections 09900 | 1 | EA | \$ 71,700.00 | \$ | 71,700.00 | \$ 95,000.00 | \$ 95,000.00 | \$ | 101,780.00 | \$ | 101,780.00 |
| | TOTAL SASE BID (Items 1 through 3) | | | | 15 | 90,000.00 | | \$ 104,925.00 | 1 | | \$ | 112,180.00 |
| | CITY OF CENTER | | | SES | | | - | | • | | | |
| | MASTVAIN GROUND STORAGE TANK REHABILITATION | | | 10815 Gulfdale | 1 | | | | | | | |
| | BID TABULATION | | | San Antonio, Tx. 78216 | ' | | l | | | | | |
| | November 25, 2017 | | | 210-866-8161 | | : | | | | | | |
| item No. | Description | Quantity | Linit | Unit Price | Ι | Total Price | | | | | | |
| BASE BIT | | | | | | | | | | | | |
| 1 | Bonds, insurance, administration, etc | 1 | LS | \$ 4,002.00 | \$ | 4,002.00 | | | | | | |
| | | | | | 1. | | I | | | | | |

359.00 \$

159,082.00 \$ 159,082.00

8,616,00

\$ 171,700.00

24

HR

EA \$

In Accordance With Sections 09900

Equipment and Materials

Spot Welding, Small Plate Patching and Minor Repair, Including

Prepare Surface (Including Testing) and Repaint Tank Exterior

TOTAL BASE BID (Items 1 through 3)

NOTICE OF AWARD

| | | Dated <u>December 11</u> , 20 <u>17</u> | | | | | | |
|--|---|--|--|--|--|--|--|--|
| TO: | Cherokee Painting & Sandbiastin | (BIDDER) | | | | | | |
| ADDRESS: | 946 N. Jackson St. | (BIDDER) | | | | | | |
| | | | | | | | | |
| <u></u> | Jacksonville, TX 75766 | | | | | | | |
| You are notifie | | d Storage Tank Rehabilitation per 28, 20 17 for the above Contract has been considered, have been awarded the above-referenced contract. | | | | | | |
| The Contract | Price of your contract is Fifty f | our thousand, Seven Hundred Dollars (\$54,700.00). | | | | | | |
| _4_coples of Award. | each of the proposed Contract | Documents (except Drawings) accompany this Notice of | | | | | | |
| | nply with the following conditions by <u>December 21</u> , 20 <u>17</u> . | s precedent within ten days of the date of this Notice of | | | | | | |
| You must deliver to the OWNER <u>4</u> fully executed counterparts of the Agreement including all the Contract Documents. This includes triplicate sets of Drawings. Each the Contract Documents must bear your signature on every page. | | | | | | | | |
| 2 . | 2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the General Provisions (Item 1:15). | | | | | | | |
| 3. | Provide copy of insurance ce | rtificate, bonds and other documentation as required. | | | | | | |
| | | the time specified will entitle OWNER to consider your bid o dedare your Bid Security forfeited. | | | | | | |
| | ays after you comply with the about the Agreement with the Contra | ove conditions, OWNER will return to you one fully signed act Documents attached. | | | | | | |
| OWNER | | ACCEPTANCE OF AWARD | | | | | | |
| City of Cent | ter. TX | Cherokee Painting & Sandblasting | | | | | | |
| | (OWNER) | (CONTRACTOR) | | | | | | |
| By: | | By: | | | | | | |
| (| AUTHORIZED SIGNATURE) | (AUTHORIZED SIGNATURE) | | | | | | |
| | | | | | | | | |
| | (TITLE) | (TITLE) | | | | | | |
| | (DATE) | (DATE) | | | | | | |
| COPY TO ENG (Use Certified N | iNEER lail, Retum Receipt Requested) | | | | | | | |
| | | | | | | | | |

bboyd@centertexas.org

From: Chad Nehring <cnehring@centertexas.org>
Sent: Monday, December 04, 2017 3:37 PM

To: bboyd@centertexas.org

Subject: bboyd@centertexas.org

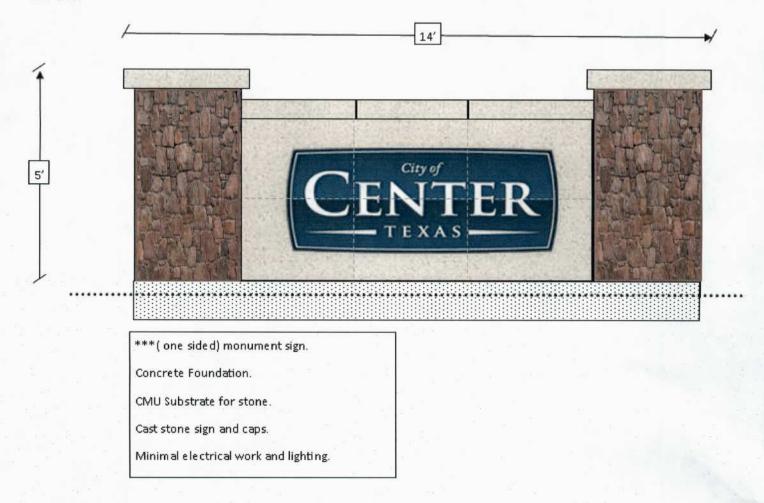
Also for agenda – Authorize design/build contract for construction of entryway sign

From: Eric Berry [mailto:ericlberry@berryandclay.com]

Sent: Thursday, November 30, 2017 9:40 AM **To:** 'Chad Nehring' <cnehring@centertexas.org>

Subject: FW: Monument Sign

Like this?



From: Chad Nehring [mailto:cnehring@centertexas.org]

Sent: Thursday, November 30, 2017 8:42 AM
To: 'Eric Berry' < ericlberry@berryandclay.com >

Subject: RE: Monument Sign

Center Housing Authority



1600 Sweetgum Trail Center, Texas 75935 (936) 598-2332 phone (936) 598-3245 fax TDD/TYY 800-735-2989



November 7, 2017

Mayor David Chadwick City Hall PO Box 1744 Center, TX 75935

Dear Mayor:

Due to personal reasons Wayne Howard, our previous Board Chairman at the Center Housing Authority asked to be taken off the Board. Jan Morris has stepped up as (Acting) Chairman, and Mr. Acopa is now Vice Chairman. This leaves one position open for a Board Member. Therefore, we are asking you to appoint an individual who resides in the Center, Texas area, and is affected by Center Housing Authority. If you have someone in mind who would be interested in serving on our Board of Commissioners, please let me know.

If someone is appointed they will need to go by the City of Center office to have the oath of office administered by the City Secretary.

Thank you for your continued support of the Center Housing Authority.

Sincerely,

Stacy Windflam

Center Housing Authority

ITEMS OF INTEREST

- 1. Sales Tax Analysis
- 2. McSwain Hill Project Information
- 3. TCEQ Notice
- 4. Blue Santa Program

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

DECEMBER 2017

| | | | | | | Monthly | | | | |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|---------|----------------|
| Month | FY 2011 | FY 2012 | FY 2013 | FY 2014 | FY 2015 | FY 2016 | FY 2017 | Percentage | FY 2018 | Percent Change |
| October | 257,753 | 335,201 | 245,967 | 244,899 | 228,115 | 231,497 | 238,942 | 8% | 248,034 | 3.80% |
| November | 432,948 | 338,279 | 302,511 | 259,984 | 276,664 | 294,255 | 293,524 | 10% | 285,077 | -2.88% |
| December | 265,439 | 265,303 | 206,335 | 232,741 | 226,007 | 236,836 | 229,978 | 7% | 235,009 | 2.19% |
| January | 262,380 | 302,637 | 246,183 | 241,181 | 231,378 | 231,546 | 246,897 | 8% | | |
| February | 371,088 | 365,493 | 331,108 | 349,611 | 336,519 | 314,037 | 332,583 | 11% | | |
| March | 239,331 | 263,274 | 206,065 | 201,810 | 208,247 | 212,208 | 207,108 | 7% | | |
| April | 241,588 | 264,284 | 249,697 | 210,844 | 210,221 | 227,687 | 222,669 | 7% | | |
| May | 328,048 | 312,786 | 293,299 | 285,819 | 279,420 | 326,257 | 291,837 | 9% | | |
| June | 348,851 | 247,419 | 216,356 | 222,767 | 230,377 | 224,919 | 226,133 | 8% | | |
| July | 306,444 | 248,010 | 224,280 | 231,096 | 224,098 | 236,589 | 242,449 | 8% | | |
| August | 359,983 | 311,966 | 272,497 | 266,114 | 299,026 | 292,434 | 294,075 | 9% | | |
| September | 325,572 | 243,919 | 228,343 | 231,038 | 237,446 | 241,060 | 229,515 | 8% | | |
| · - | 3,739,425 | 3,498,572 | 3,022,640 | 2,977,904 | 2,987,519 | 3,069,326 | 3,055,709 | | 768,120 | |

| Monthly Allocation | | 235,008.97 |
|-------------------------------------|-------|------------|
| City of Center | 1% | 117,504.49 |
| 4B Economic Development Corporation | 0.50% | 58,752.24 |
| 4A Economic Development Corporation | 0.25% | 29,376.12 |
| Sales Tax for Property Tax Relief | 0.25% | 29,376.12 |
| | | 235,008.97 |

Memo

To:

Chad Nehring, City Manager

From:

Marcus Cameron, Utility Director

Date:

December 7, 2017

Re:

MGT Project

During a recent water leak on Hwy 7w, the water distribution crew reported that the 18" influent valve located on McSwain Hill was inoperable. After our findings, I began to get a strategy together for replacement. I met with the contractor and his recommendations were to replace all valves, taps and piping associated. These components are original with stamping dates older than 30yrs. Lead time on these materials are 2-3 weeks, which have been ordered as of today. The initial plan is to conduct all the construction in early January 2018. The contractor believes he can complete the project in 1-2 days. We tentatively scheduled the work for a Thursday-Friday timeline to allow the necessary amount of time to fill our storage tanks and flush to reduce chances of uncommon water quality for our customers. During the installation, the Pinkston Water Plant will be offline. I do not foresee any water supply issues. The Mill Creek Plant along with our ground storage tank, supply should be sufficient. Notification to Tyson Foods, along with all other critical use customers will be given promptly so they may address any concerns they may have. I will give you exact dates when materials are delivered.

Bryan W. Shaw, Ph.D., P.E., Chairman Toby Baker, Commissioner Jon Niermann, Commissioner Richard A. Hyde, P.E., Executive Director



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

November 21, 2017

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

Re: Wastewater Comprehensive Compliance Investigation at: City of Center Aiken Surface Water Treatment Plant Located at 394 County Road 1211, Center (Shelby County), Texas Regulated Entity No.: RN101613784, TCEQ ID No.: WQ0014352002 EPA ID No.: TX0133311, TCEQ Investigation No.: 1448607

Dear Mayor Chadwick:

On October 19, 2017, Mr. Chris Vidrine of the Texas Commission on Environmental Quality (TCEQ) Beaumont Region Office conducted an investigation of the above-referenced facility to evaluate compliance with applicable requirements for wastewater treatment. No violations are being alleged as a result of the investigation; however, please see the enclosed Area of Concern.

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 regarding these matters, please feel free to contact Mr. Vidrine in the Beaumont Region Office at (409) 898-3838.

Sincerely,

Ronald Hebert Water Section Manager Beaumont Region Office

RH/CV/gd

Enclosure: Summary of Investigation Findings

Summary of Investigation Findings

AIKEN SURFACE WATER PLANT

Investigation #

617 TENAHA ST

1448607 Investigation Date: 10/19/2017

CENTER, SHELBY COUNTY, TX 75935

Additional ID(s): TX0133311

TX0133311 WQ0014352002

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

Track No: 590816

PERMIT WQ0014352002, M&RR, No. 2, Pg. 5.

Monitoring and Reporting Requirements, No. 2 Pg. 5.

Alleged Violation:

Investigation: 1288828

Comment Date: 12/11/2015

Failure by the City of Center to comply with test procedures specified in 30 TAC 319.11 - 319.12.

During the investigation it was noted that the weir plate serving the lower pond is preceded by a grate that impedes flow over the weir and that the weir is severely corroded and no longer has a sharp crest. The City of Center submitted correspondence on November 23, 2015, indicating they had replaced the weir plate. However, the accompanying photograph showed a piece of angle iron with expanded metal grating extending horizontally behind it. This configuration is inconsistent with sharp crested weir design as outlined in the Water Measurement Manual, United States Department of the Interior Bureau of Reclamation, Washington, D.C.. The weir plate must be sharp crested and the flow over the weir must not be impeded so as to develop a nappe on the trailing edge of the weir. The effluent flow measuring device serving the upper treatment pond was covered with the same liner material as the pond and a grate is preceding the weir. This configuration is inconsistent with sharp crested weir design. The weir plate must be sharp crested and the flow over the weir must not be impeded so as to develop a nappe on the trailing edge of the weir.

Investigation: 1307863

Comment Date: 07/29/2016

The City of Center submitted correspondence on February 4, 2016, March 3, 2016, and May 31, 2016, with photographs indicating that the flow measurement issues at the lower pond have been resolved. However, the correspondence failed to adequately address the flow measurement issues at the upper pond. The City of Center's correspondence argues that they cannot meet the construction standards of flow measurement requirements without jeopardizing the pond liner. Potable water backwash ponds are not required to be lined due to the nature of the wastewater. The effluent flow measurement device must be modified to conform with the Water Measurement Manual, United States Department of the Interior Bureau of Reclamation, Washington, D.C..

Investigation: 1383982 Comment Date: 02/17/2017

The City of Center submitted correspondence on August 24, 2016, with photographic documentation showing the grating has been removed from the lower pond, partially resolving the allege violation. However, the effluent flow measurement device serving the upper pond has not been addressed.

Investigation: 1448607 Comment Date: 10/30/2017

A 12-inch Thel-Mar volumetric weir was installed at Outfall 001.

Recommended Corrective Action: Remove the liner material and grate from the upper pond's effluent flow measuring device in accordance with Water Measurement Manual, United States Department of the Interior Bureau of Reclamation, Washington, D.C..

Please submit photographic documentation of the installed weir plate on the lower pond and grate/liner removed from the upper pond exposing the effluent flow measurement devise to the

Region 10 office.

Resolution: On 10/19/2017, it was noted that the City had installed a 12-inch Thel-Mar weir on the Outfall 001 discharge pipe.

AREA OF CONCERN

Track No: 658634

PERMIT WQ0014352002, MRR 3(c)(iii)

Monitoring and Reporting Requirements, Page 6, No. 3(c)(iii)

Alleged Violation:

Investigation: 1448607

Comment Date: 10/30/2017

Failure by the City of Center to maintain records of monitoring.

The daily log was reviewed during the investigation on 10/19/2017. It was noted that the pH sample collection time was documented on the log; however, the analysis time was not recorded. The 15-minute holding time from collection to analysis cannot be confirmed without the analysis time. The sample is collected at Outfall 001, and then brought back into the office for pH analysis.

Recommended Corrective Action: Immediately begin recording the pH time analysis of the effluent sample to document the sample is analyzed within the 15-minute holding time. Submit documentation to the TCEQ Beaumont Office.

Resolution: On 11/01/2017, the City submitted compliance documentation that indicated the pH sample analysis time is now recorded.

Chad Nehring

From: Center PD Dispatch < dispatch@centertexas.org>

Sent: Friday, December 08, 2017 11:30 AM

To: Light & Champion; 'East Texas Press'; news@cbc-radio.com; Shelby County Today

Cc: Chief Jim Albers; Chad Nehring; Donna Dugger; lisaalbers63@hotmail.com

Subject: FW: Cookies with Santa

Attachments: cookiessanta.docx

Submitted by Center Police Departments Ladies Auxiliary

Center Police Departments Ladies Auxiliary is happy to host, and would like to invite everyone to come enjoy Cookies and Cocoa with Santa, to benefit BLUE SANTA'S TOY DRIVE. Sunday, December 17th, 2017 2pm – 5pm. At the Center Police Department. There will be a Hot Cocoa bar with all the trimmings, whip cream, marshmallows, cinnamon, and sprinkles, and more along with yummy cookies, and cupcakes to enjoy. Children who get their pictures taken with Santa, will receive a Free printed copy. BLUE SANTA ask that everyone bring a new unwrapped toy (boys & girls of all ages) books, or clothes to donate to Blue Santa's Gift Program. Monetary donations are also welcomed. Those that bring a toy in, will be entered into the drawing for a FREE 32gb IPAD! Don't miss your chance to see Santa, and let Blue Santa help you make a child's Christmas blessed this year!

SUNDAY, DECEMBER, 17TH 2017 * 2PM - 5PM



Hot-Cocoa Bar: WhipCream, Spinkles, Cinnamon, Marshmallows & More!

with Control of the C



GET YOUR PHOTO TAKEN WITH SANTA!

Bring a gift for Santa to give to BLUE SANTA

Bring a gift and be entered for a drawing for a FREE 32gb IPAD

CENTER POLICE DEPARTMENT

1020 SHELBYVILLE, ST. CENTER, TX