

AGENDA
CITY OF EL LAGO
SPECIAL CITY COUNCIL MEETING
MAY 23, 2016
7:00 P.M.

NOTICE IS HEREBY GIVEN THAT ON THE ABOVE LISTED DATE, THE CITY COUNCIL OF THE CITY OF EL LAGO WILL HOLD A CITY COUNCIL MEETING BEGINNING AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS OF CITY HALL, 411 TALLOWOOD DRIVE, EL LAGO, TEXAS AND WILL CONSIDER THE FOLLOWING AGENDA ITEMS.

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR OTHER ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 281-326-1951, EXT. 12 OR FAX 281-326-0165 FOR FURTHER INFORMATION

1. COUNCIL MEETING CALL TO ORDER

2. PLEDGES

Pledge to the American and Texas Flags

Texas Flag Pledge: *Honor the Texas flag, I pledge allegiance to thee, Texas; one state under God, one and indivisible.*

3. CITIZENS COMMENTS

Citizens are invited to speak for up to (3) three minutes on matters relating to the city and/or its government.

4. MAYOR'S REPORT ON CITY BUSINESS

5. CITY OFFICIALS' REPORTS

5.1. LPD Chief Tom Savage To Report On Police Activity In The City

5.2. Emergency Management Coordinator Tom Merchant To Report On Emergency Preparedness In The City

6. NEW BUSINESS TO CONSIDER FOR APPROVAL

6.1. Nominate And Approve Mayor Pro Tem To Serve Until The Next City General Election In May 2017

6.2. Parking Variance Request By John & Rennie McWilliams Of 602 Seaway Dr.

Documents: [PARKING VARIANCE REQUEST BY JOHN AND RENNIE MCWILLIAMS OF 602 SEAWAY.PDF](#)

6.3. Ordinance 438 Providing An 8% Homestead Exemption For Primary Owned Residences

Documents: [HOMESTEAD EXEMPTION AGENDA FROM.PDF](#), [ORDINANCE NO. 438 PROVIDING 8 PERCENT HOMESTEAD EXEMPTION.PDF](#)

6.4. Approve Budget Adjustment To Address Expenditure Of Funds For McNair Park Fountain Purchase And Installation

The Council budgeted \$5000.00 to have the Baseball field made into a proper ball field; bases, dirt and little league regulation pitcher mound. The parks boards recommended a dog fountain, which was approved and installed costing about \$3,000.00 reducing the parks capital expense account by that amount.

This request is to replenish those monies in the parks capital expense account so that the improvements to the McNair ball field can move forward.

Documents: [BASEBALL AGENDA.PDF](#), [BASEBALL FILED - MOUND AND BASELINES.PDF](#)

6.5. Authorize Agreement With Green Mountain Energy To Provide Discounted Service To El Lago Resident

Documents: [GME AGENDA 52316.PDF](#), [GME PROGRAM AGREEMENT - CITY OF EL LAGO - FINAL 05-13-16.PDF](#)

6.6. Budget Adjustment #2 For Fiscal Year 2015 With A Net Difference Of Zero Dollars

Documents: [BUDGET ADJUSTMENT 2 AGENDA ITEM FORM.PDF](#), [STREETS AND SIDEWALK EXPENSE REPORT.PDF](#), [ORD 439 FY2015 BUDGET AMENDMENT 2.PDF](#)

6.7. Approve Senior Water Aerobics Program For Summer 2016 And Adjusting The Budget By Moving \$1,500 From The Reserve Account To Fitness Class Expense

Documents: [SENIOR WATER AEROBICS AGENDA FROM.PDF](#)

6.8. Approve Supporting Lakeview Police Chief Tom Savage Entering Into An Agreement With Webster For Police Dispatching Services

Documents: [SUPPORT FOR WEBSTER AGREEMENT AGENDA FORM.PDF](#), [2016_03 OUTSOURCING LVPD DISPATCH DOCUMENT.PDF](#)

6.9. Resolution 2016-04 In Support Of Child Safety Zones In General Law Type A Cities

Documents: [SORRO LEGISLATION AGENDA ITEM FORM.PDF](#), [RESOLUTION 2016-04 SEX OFFENDER RESIDENCY](#)

7. OLD BUSINESS

7.1. Consider Appeal For Driveway Permit Application Denial

Documents: [SAGER APPEAL REQUEST 1.PDF](#), [SAGER PERMIT APPLICATION.PDF](#), [SAGER - DRIVEWAY EXPANSION DRAWING.PDF](#)

8. APPROVE MINUTES OF THE MAY 16, 2016 CITY COUNCIL MEETING

[MINUTES OF THE MAY 16, 2016 CITY COUNCIL MEETING](#)

9. OTHER ITEMS COUNCIL WOULD LIKE TO SUGGEST FOR CONSIDERATION ON A FUTURE CITY COUNCIL AGENDA

10. ADJOURNMENT

CERTIFICATE

I certify that notice of this public meeting has been posted 72 hours in advance of the meeting and will remain posted until the meeting has ended.

Ann Vernon, City Secretary

All items on the agenda are for discussion and/or action. The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney); 551.072 (Deliberations about Real Property); 551.073 (Deliberations about Gifts and Donations); 551.074 (Personnel Matters); 551.076 (Deliberations about Security Devices); and 551.086 (Economic Development).



CITY OF EL LAGO

411 Tallowood Drive
El Lago, TX 77586
(281)326-1951 / (281)326-2134 Fax

PARKING VARIANCE

TO: El Lago Residents

For several years the City has maintained a parking ordinance that prohibits on-street parking. While this creates an inconvenience to some of our residents, the safety and aesthetic value of the ordinance far outweighs the cost.

In an effort to recognize citizens with exceptional parking requirements, City Council has taken the responsibility to review and make judgments on an individual basis as to the merits of each variance request. Each request for variance will be evaluated by City Council on the following basis:

1. Whether the existing garage and driveway parking space is in fact being used for that purpose.
2. Whether the variance is an exceptional requirement.
3. Whether the variance is temporary in nature and that the citizen is planning responsible measures to comply with the ordinance in the future.

Request for variances will be scheduled on City Council agenda and decided at the same meeting. It would be prudent that any written statements or diagrams be supplied for review well in advance of the council meeting.

Name: JOHN + RENWIE McWILLIAMS CONTACT #: 214-724-3302
renninations@hotmail.com

Address: 602 SEAWAY DR., EL LAGO

Date: REQUEST 5/14 - 6/14 (MAY NOT NEED AS LONG, BUT DON'T KNOW)

Comments: -INSURANCE HOME REPAIR: ROOF TEAR OFF + REDECK, MULTI-ROOM FLOOR + CEILING REPLACEMENT REQUIRES REMOVAL OF MOST FURNITURE + HOUSEHOLD CONTENTS TO BE PLACED IN "PODS" CONTAINERS PUT ON DRIVEWAY, ROLLOFF CONTAINER ALSO TO BE PLACED ON DRIVEWAY

Council Action: Variance Approved Variance Disapproved →

Variance is Valid: _____
month/day/year

Date of Council Action: _____ Permit Number (If Granted): _____

WE HAVE A SHORT DRIVEWAY THAT ONLY ALLOWS FOR TWO CARS. ALL SPACE WILL BE TAKEN BY "PODS" AND ROLLOFF CONTAINER. THEREFORE THE NEED TO PARK ON THE STREET. WE DO NOT EXPECT THE REPAIRS TO TAKE A MONTH, HOWEVER IT IS EXPECTED THAT MORE DAMAGE MAY BE FOUND ONCE INTERIOR SHEET ROCK IS REMOVED AND ROOF IS REMOVED. WE FEEL IT WOULD BE BEST TO REQUEST A MONTH JUST IN CASE. OUR GENERAL CONTRACTOR WILL BE APPLYING FOR PERMITS NEXT WEEK PRIOR TO START OF WORK. WE NEED TO EMPTY THE ROOMS BEFORE THEY GET STARTED.



City of El Lago CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Secretary's Office as soon as possible and at least 1 week prior to the meeting that the item is expected to be placed on the El Lago City Council agenda.

Date requested for City Council consideration: _____

Submitted by: _____ Date Submitted: _____

Subject: _____

City Attorney Review: Yes _____ No _____

Degree of importance: Critical Significant Elective

Expenditure Account: _____	Fiscal Year: _____
Expenditure Required: \$ _____	Amount Budgeted: \$ _____
Budget Appropriation Required: \$ _____	

Date Received

Ann Vernon, City Secretary

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES AND/OR BENEFIT TO COMMUNITY

RECOMMENDED MOTION

LIST ATTACHMENTS

ORDINANCE NO. 438

AN ORDINANCE OF THE CITY OF EL LAGO, TEXAS PROVIDING FOR A RESIDENTIAL HOMESTEAD PROPERTY TAX EXEMPTION; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, Section 11.13 (n) of the Texas Tax Code provides that the City Council as the governing body of the City may adopt an exemption from taxation of a portion of the appraised value of a resident’s homestead; and

WHEREAS, the City Council desires to adopt a residential homestead exemption pursuant to that provision of the Texas Tax Code for the tax year 2016 and all future years, unless revised.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL LAGO, TEXAS:

Section 1.

In addition to any other exemptions provided by State law or City ordinance, the owner of a residence homestead who makes application therefore shall be entitled to an exemption for the 2016 tax year and all future tax years, unless revised, from City ad valorem taxation of an amount equal to the sum of eight percent (8%) of the appraised value.

Section 2. Severability.

If any provision, section, subsection, sentence, clause or phrase of this Ordinance or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of City Council in adopting this Ordinance that no portion thereof or regulation contained herein, shall become inoperative or fail by reason of the unconstitutionality of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

PASSED, APPROVED AND ADOPTED this the 23rd day of May, 2016.

ROBERT WHITE
Mayor
City of El Lago, Texas

ATTEST:

ANN VERNON
City Secretary
City of El Lago, Texas



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City Attorney Review: Yes _____ No _____

Degree of importance: Critical Significant Elective

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Expenditure Required: \$ _____	Amount Budgeted: \$ _____
Budget Appropriation Required: \$ _____	

Date Received

Ann Vernon, City Secretary

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES AND/OR BENEFIT TO COMMUNITY

RECOMMENDED MOTION

LIST ATTACHMENTS

SAUL GARCIA

PROPOSAL

3007 Maryland Ave
League City, Texas 77573
713-875-1817

PROPOSAL #0039
DATE: MAY 10, 2016

TO:
City of El Lago

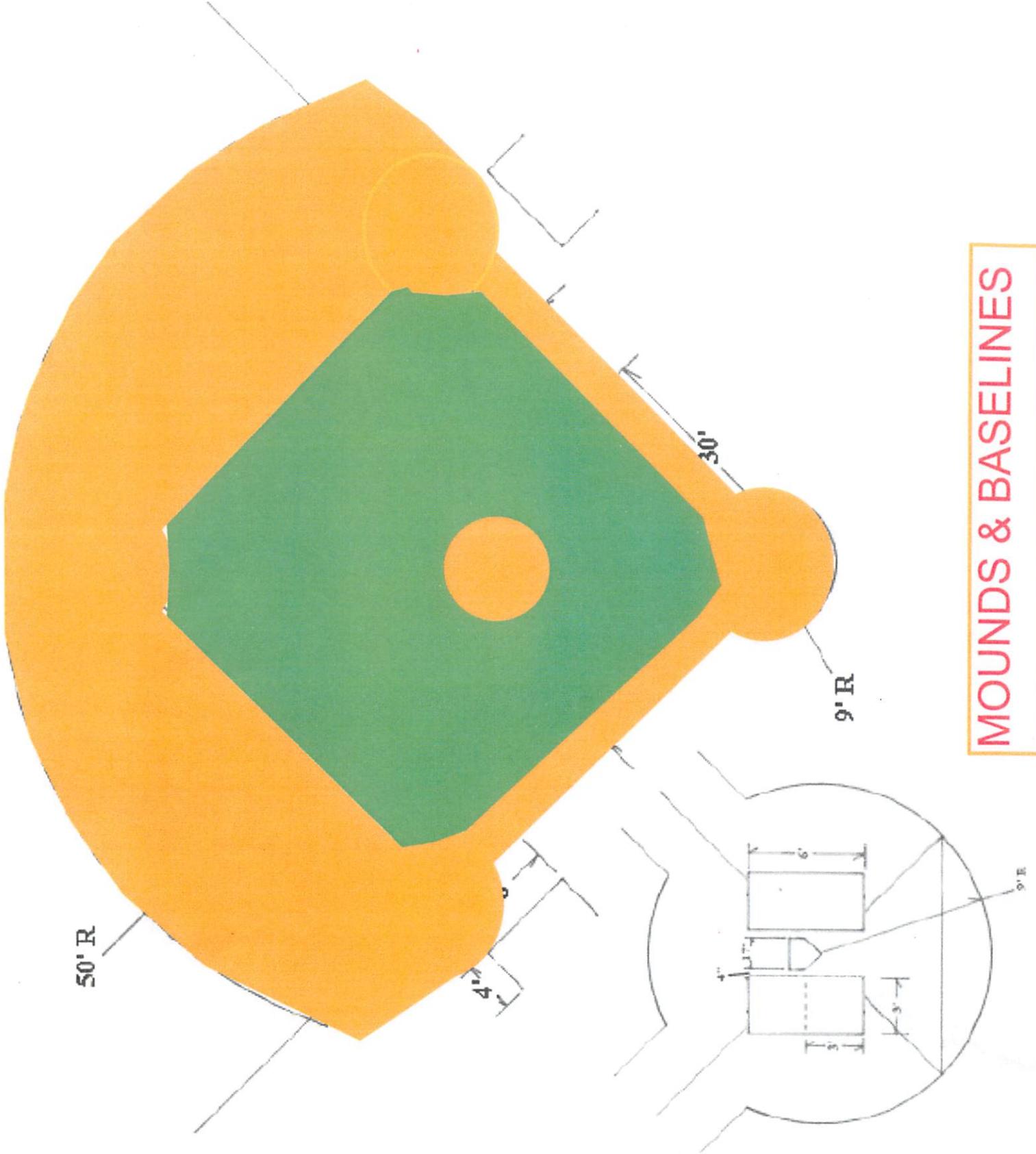
FOR:
Little League Field Construction – Mounds and Base Lines

DESCRIPTION	AMOUNT
Skid Steer Loader two days at \$400 a day	\$ 800.00
Wacker Packer two days at \$100 a day	\$ 200.00
2 Sod Cutters two days at \$65.00 EA	\$ 260.00
28 yards of Baseball Soil at \$ 60.00 per yd	\$ 1680.00
4 Permanent Base Foundations w/bases at \$200.00 EA	\$ 800.00
Labor two days	\$ 1400.00
TOTAL	\$ 5,140.00

Make all checks payable to Saul Garcia
Payment is due within 30 days.
If you have any questions concerning this proposal, contact Saul Garcia 713-875-1817

Thank you for your business!

MOUNDS & BASELINES





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Submitted by: _____ Date Submitted: _____

Subject: _____

City Attorney Review: Yes _____ No _____

Degree of importance: Critical Significant Elective

Expenditure Account: _____ Fiscal Year: _____

Expenditure Required: \$ _____ Amount Budgeted: \$ _____

Budget Appropriation Required: \$ _____

Date Received

Ann Vernon, City Secretary

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES AND/OR BENEFIT TO COMMUNITY

RECOMMENDED MOTION

LIST ATTACHMENTS

CITY AFFILIATE PROGRAM AGREEMENT

This Affiliate Program Agreement (the "Agreement") is effective as of ____ __, 2016 (the "Effective Date") by **Green Mountain Energy Company**, a Delaware corporation, with offices at 1201 Fannin Street, Houston, TX 77002 ("**Green Mountain**"), and **City of El Lago**, a Municipality, with an office at 411 Tallowood Drive, El Lago, TX 77586 ("**City**").

SECTION 1: SCOPE.

This Agreement contains the terms and conditions that will apply to the parties' joint participation in the City Affiliate Program ("Program").

SECTION 2: CITY AFFILIATE PROGRAM.

The Program will provide residents of City ("Affiliates") the opportunity to receive a discount off of their residential electric bills. Green Mountain will make the Program available to City Affiliates online, through a website where Affiliates who are current Green Mountain residential customers can submit information, including a unique City code and Affiliate account number to register for a discount on their monthly residential electric bill. Affiliates who are not current Green Mountain residential customers will receive information about how to become a customer in order to register for the discount. The website will also provide a phone number to call customer service for assistance.

When an Affiliate accesses Green Mountain's City Affiliate Program webpage and registers for the program, and after we have confirmed that the customer has complied with other requirements of the Program, Green Mountain will apply a discount equal to 5% of the customer's recurring energy charges for the duration of the customer's affiliation with the City and as long as the City has an active contract with Green Mountain, including, without limitation, an electricity sales agreement, marketing referral agreement, marketing agreement, license agreement or lease. The 5% discount will be calculated as 5% of the recurring Green Mountain energy charges and any passed-through recurring TDSP charges, and will exclude any nonrecurring charges or fees and any taxes or tax reimbursement charges. Green Mountain will apply the discount as a credit on each eligible customer's bill within two billing cycles of the date the Affiliate completes online registration for the discount.

City agrees to supply the name and contact information of a representative of the City to periodically verify that an Affiliate is a resident of the City. Green Mountain may refuse to provide or may discontinue the discount for any customer determined by Green Mountain to not be a resident of the City. 

Green Mountain will supply City a unique code that Affiliates must enter on the webpage in order to access the registration form. Green Mountain will provide City with the aforementioned password, to distribute to Affiliates announcing the Program.

SECTION 3: GRANT OF LICENSES.

Subject to the terms and conditions of this Agreement, Green Mountain hereby grants to City, a non-exclusive, fully paid license to use, reproduce and display Green Mountain's trademarks, trade names, hypertext links, and related graphics and textual materials ("Indicia") in connection with the activities described in this Agreement. All such uses are subject to the prior written approval of Green Mountain.

SECTION 4: OWNERSHIP.

4.1 By Green Mountain. City acknowledges and agrees that: (i) as between Green Mountain on the one hand, and City on the other, Green Mountain owns all right, title and interest in the Green Mountain Indicia; (ii) nothing in this Agreement shall confer in City any right of ownership in the Green Mountain Indicia or other intellectual property; and (iii) City shall not now or in the future contest the

validity of the Green Mountain Indicia. No licenses are granted by either party except for those expressly set forth in this Agreement.

SECTION 5: MARKETING MATERIALS.

Marketing Materials. All marketing materials, advertising, and presentations by either Party for the City Affiliate program, must be approved by all Parties, *provided*, that disclosures to customers of any information that a Party reasonably believes are necessary to comply with applicable law, regulation or good industry practice are not subject to the approval of the other Parties.

SECTION 6: TERM AND TERMINATION.

- 6.1 Stated Term of Agreement. The term of this Agreement shall commence on the Effective Date and end in the event the contract between Green Mountain and City expires or terminates. Either Party may terminate this Agreement with thirty (30) days' written notice to the other Party. The Agreement shall automatically renew when the contract between Green Mountain and the City renews.
- 6.2 Termination for Cause. Either party shall have the option to terminate this Agreement in the event of a default by the other party.
- 6.3 Survival. All obligations regarding limitations of liability and waivers survive termination indefinitely, default rights and remedies and confidentiality obligations survive for the limitations period under the applicable statute of limitations.

SECTION 7: LIMITATION OF LIABILITY

Neither Party will be liable for any consequential, punitive, exemplary, indirect or incidental damages, or other business interruption damages.

SECTION 8: INDEMNIFICATION

SECTION 9: PUBLIC ANNOUNCEMENTS.

The parties will cooperate to create any and all appropriate public announcements relating to the relationship set forth in this Agreement. Neither party shall make any public announcement regarding the existence or content of this Agreement or marketing plans under any Project Statement without the other party's prior written approval and consent.

SECTION 10: NOTICE; MISCELLANEOUS PROVISIONS.

- 10.1 Notice. All notices required under this Agreement shall be in writing and deemed effective when received by either (i) registered mail, (ii) certified mail, return receipt requested, or (iii) overnight mail, addressed and sent to the attention of:

Green Mountain Energy: Green Mountain Energy Company
1201 Fannin Street
Houston, TX 77002
Attn: Lu Xu

City: City of El Lago
411 Tallowood Drive
El Lago, TX 77586

Attn: _____

- 10.2 Compliance With Law. In its performance of this Agreement, each party will comply with all applicable laws, regulations, orders or other requirements, now or hereinafter in effect, of governmental authorities having jurisdiction.
- 10.3 Ownership of Customer Information. Green Mountain retains all right, title and interest to information provided to Green Mountain by customers who participate in marketing activities conducted under this Agreement.
- 10.4 Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement, in whole or in part, without the other party's written consent; provided, however, that: (i) either party may assign this Agreement without such consent to an Affiliate or in connection with any merger, consolidation, any sale of all or substantially all of such party's assets or any other transaction in which more than fifty percent (50%) of such party's voting securities are transferred. "Affiliate" shall mean any City or any other entity worldwide, including, without limitation, corporations, partnerships, joint ventures, and limited liability companies, in which a party owns a controlling interest or is in common control with. For purposes of this definition, "control" means at least a fifty percent (50%) ownership of the equity or financial interest entitled to vote for directors or others with the power to direct the business. Any attempt to assign this Agreement other than in accordance with this provision shall be null and void.
- 10.5 Governing Law. The rights and duties of the Parties are governed by, construed, enforced, and performed in accordance with the Law of the State of Texas (without giving effect to principles of conflicts of laws).
- 10.6 Partial Invalidity. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force.
- 10.7 Independent Contractors. The relationship of the parties to this Agreement is solely that of independent contractors, and neither this Agreement, nor any terms and conditions contained herein may be construed as creating or constituting a partnership, joint venture or agency relationship between the parties.
- 10.8 Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.
- 10.9 Entirety. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings, both written and oral, regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.
- 10.10 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute a single instrument.
- 10.11 Facsimile Signatures. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

GREEN MOUNTAIN ENERGY COMPANY

CITY OF EL LAGO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



City of El Lago CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Secretary's Office as soon as possible and at least 1 week prior to the meeting that the item is expected to be placed on the El Lago City Council agenda.

Date requested for City Council consideration: May 23, 2016

Submitted by: Ann Vernon Date Submitted: May 12, 2016

Subject: FY2015 Budget Adjustment

City Attorney Review: Yes No

Degree of importance: Critical Significant Elective

Expenditure Account: _____	Fiscal Year: <u>FY2015</u>
Expenditure Required: \$ <u>0</u>	Amount Budgeted: \$_____
Budget Appropriation Required: \$_____	

Date Received

Ann Vernon, City Secretary

SUMMARY / ORIGINATING CAUSE

Budget adjustment #2 is the result of 3 factors: 1) road work performed was partially reimbursed by WCID 50, reimbursement is reflected in income, NOT against the expense; 2) Invoice for part of road work missed being paid (filed with quotes by mistake) thinking there were extra funds, contracted for CRC work; 3) City received a latent invoice for materials testing for Community Center Construction.

IMMINENT CONSEQUENCES AND/OR BENEFIT TO COMMUNITY

It is important to properly approve and account for all expenses by an approved budget in the final fiscal year end audit. Because there is an expense under-run in General Government, this adjustment creates a NET 0 effect on the final end of the year totals.

RECOMMENDED MOTION

To approve Ordinance 438 with budget adjustment #2; decreasing General Government expenses by \$30,000 and increasing Streets and Sidewalks by \$30,000, creating a net 0 change to the budget.

LIST ATTACHMENTS

Street & Sidewalk Expense Report - listing of expenses and also reimbursement from WCID #50
Budget Adjustment #2 Ordinance 439

City of El Lago
Transaction Detail By Account
October 2014 through September 2015

Type	Date	Num	Name	Memo	TOTAL Invoice	Amount Reimbursed by WCID #50
45300 - Other Revenues						
Invoice	02/16/2015	2015-179	Harris County WCID #50	Lake Bluff @ Bayview Dr. - 1330 sq. ft. concrete, 53' curb	13,718.25	8,230.95
Invoice	02/16/2015	2015-179	Harris County WCID #50	Huntercrest @ Les Talley - 672 sq. ft. concrete, 43' curb	7,750.33	4,650.20
Invoice	02/16/2015	2015-179	Harris County WCID #50	Tallowood @ Woodland - 850 sq. ft. concrete, 28' curb, handicap	11,098.94	6,659.36
Total 45300 - Other Revenues				Total paid from 78101 Streets & Sidewalks (see below) →	32,567.52	19,540.51

EXPENSES

78101 - MOBILITY - 78110 Streets & Sidewalks

Bill	01/28/2015	3441	Brooks Concrete, Inc.	Lake Bluff and Bayview (MISSED BEING PAID UNTIL AFTER CRC WORK)	(13,718.25)
Bill	07/01/2015	11-54038	QC Laboratories	Construction Material Testing for Community Center Build	(2,085.00)
Credit Card Charge	08/25/2015	2015/08/25	Home Depot	blacktop patch	(76.74)
Credit Card Charge	08/28/2015	2015/08/28	Home Depot	safety cones and chalk reels	(118.12)
Bill	09/03/2015	12267	Concrete Raising Corporati	Raise areas of sidewalks and streets	(4,138.85)
Bill	09/04/2015	12254	Concrete Raising Corporati	Raise areas of sidewalks and streets	(6,212.85)
Bill	09/28/2015	12310	Concrete Raising Corporati	Raise additional selected areas of streets and sidewalks	(3,639.00)
Bill	09/30/2015	3410	Brooks Concrete, Inc.	Replace additional area at Bayview area	(10,500.00)
Bill	09/30/2015	3443	Brooks Concrete, Inc.	Tallowood @ Woodland stree/handicap rampt replacement	(11,098.94)
Bill	09/30/2015	3442	Brooks Concrete, Inc.	Huntercrest @ Les Talley street replacement	(7,750.33)
					<u>(59,338.08)</u>

FY2015 Budget for 78110 Streets & Sidewalks	30,600.00
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DIFFERENCE - BUDGET ADJUSTMENT #2

(28,738.08)

ORDINANCE NO. 439

AN ORDINANCE OF THE CITY OF EL LAGO, TEXAS ADOPTING AMENDMENT NO. 2 TO THE BUDGET OF THE CITY OF EL LAGO, TEXAS, FOR THE FISCAL YEAR 2014-2015; PROVIDING DETAILED LINE ITEM INCREASES AND DECREASES; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, the City of El Lago Fiscal Year 2014-2015 Budget was adopted within the time and in the manner required by State law; and

WHEREAS, the City Council hereby finds and determines that certain unforeseen circumstances have resulted in differences between the Fiscal Year 2014-2015 Budget and the Fiscal Year 2014-2015 expenses; and

WHEREAS, periodically the City Council has deemed it in the best interest of the city that certain expenses which exceeded the FY 2014-2015 budget be approved; and

WHEREAS, the City Council finds and determines that all the proposed changes in the budget are for municipal purposes, and that the amendment of the budget is a matter of public necessity requiring adoption of the amendment to the budget at this time.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL LAGO, TEXAS:

Section 1. The facts and matters set forth in the preamble of this ordinance are found to be true and correct.

Section 2. The City of El Lago Fiscal Year 2014-2015 Budget is hereby amended by the adoption of “Amendment No. 2 to the Budget of the City of El Lago, Texas, for the Fiscal Year 2014-2015,” a copy of which is attached hereto. The “Amendment No. 2 to the Budget of the City of El Lago, Texas, for the Fiscal Year 2014-2015” shall be attached to and made a part of the Original Budget by the City Secretary and filed as required by State Law.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared

to be invalid or unconstitutional; and the City Council of the City of El Lago, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED AND ADOPTED this the 23rd day of May, 2016.

Robert K. White,
Mayor
City of El Lago, Texas

ATTEST:

ANN VERNON
City Secretary
City of El Lago, Texas



Amendment No. 2 to the CITY OF LAGO FISCAL YEAR 2015 BUDGET

BUDGET ADJUSTMENT #2 SUMMARY

	APPROVED	BUDGET ADJUSTMENT #1		BUDGET ADJ #2	PROPOSED
	FY2015 BUDGET	Approved May 6, 2015	Approved End of Year	Proposed	FINAL FY2015 BUDGET
INCOME					
Debt Tax	168,094.43		-		168,094.43
Ad Valorem Tax (Including Debt, Delinquent & P&I)	1,046,673.97	-	(7,500.00)		1,039,173.97
Other Taxes	325,500.00	-	18,000.00		343,500.00
Licensing and Permits	13,000.00	-	11,750.00		24,750.00
Community Center	85,700.00	-	-		85,700.00
Court	205,000.00	-	(41,550.00)		163,450.00
Interest	1,000.00	-	-		1,000.00
General Mobility	132,000.00	-	-		132,000.00
Miscellaneous	36,987.05	-	19,300.00		56,287.05
SUB TOTAL	2,013,955.45		-	-	2,013,955.45
Funds from Other Accounts	23,600.00	-	-		23,600.00
TOTAL INCOME	2,037,555.45		-	-	2,037,555.45
EXPENSE					
Debt Expense	168,085.00	-	-		168,085.00
City Government	485,876.04	(1,900.00)	12,900.00	(30,000.00)	466,876.04
Public Health	224,610.00	-	700.00	-	225,310.00
Court	142,105.00	400.00	(20,000.00)	-	122,505.00
Public Safety	853,162.86	500.00	-	-	853,662.86
Boards & Commissions	1,000.00	-	-	-	1,000.00
Community Center	50,030.00	1,000.00	6,400.00	-	57,430.00
Mobility	30,600.00	-	-	30,000.00	60,600.00
Parks	29,600.00	-	-	-	29,600.00
SUB-TOTAL EXPENSE	1,985,068.90	-	-	-	1,985,068.90
FUNDS DESIGNATED FOR FUTURE PROJECTS	12,000.00	-	-	-	12,000.00
FUNDS DESIGNATED FOR THE RESERVE ACCOUNT	40,486.55	-	-	-	40,486.55
FISCAL YEAR NET TOTAL	0.00	-	-	-	0.00

(Income - Expense - Designated Funds = Fiscal Year Net Total)



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Date requested for City Council consideration: _____

Submitted by: _____ Date Submitted: _____

Subject: _____

City Attorney Review: Yes _____ No _____

Degree of importance: Critical Significant Elective

Expenditure Account: _____	Fiscal Year: _____
Expenditure Required: \$ _____	Amount Budgeted: \$ _____
Budget Appropriation Required: \$ _____	

Date Received

Ann Vernon, City Secretary

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES AND/OR BENEFIT TO COMMUNITY

RECOMMENDED MOTION

LIST ATTACHMENTS



City of El Lago CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Secretary's Office as soon as possible and at least 1 week prior to the meeting that the item is expected to be placed on the El Lago City Council agenda.

Date requested for City Council consideration: _____

Submitted by: _____ Date Submitted: _____

Subject: _____

City Attorney Review: Yes _____ No _____

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Expenditure Account: _____	Fiscal Year: _____
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Date Received

Ann Vernon, City Secretary

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES AND/OR BENEFIT TO COMMUNITY

RECOMMENDED MOTION

LIST ATTACHMENTS

Outsourcing Dispatch Summary

Option 1 – Upgrade digital recorder at Lakeview dispatch. No other dispatch changes.

Option 2 – Enter into a dispatch and jail service contract with City of Webster and terminate current LVPD dispatch service.

	Option 1	Option 2
First Year	\$282,000 (\$30,000 increase)	\$149,715
Second and Subsequent Years	\$259,560	\$98,142
Computers in Vehicles	No	Yes
Records Management System (RMS)	Dispatch	Officer/98 Lakeshore
RMS Consortium Member	No	Yes
Upload Warrants to RMS	No	Yes
Jail Provider	Harris County	Webster
Jail Expense per Day	\$74	\$60
Booking Man Hours	4-6 Hours	2-3 Hours
Future Increases for Dispatch	3.3%	2.5 %
Reinstating Lakeview Dispatch	N/A	See Disadvantages of Outsourcing Dispatch. 374K (\$259K + 115K)
Citizen Reaction	N/A	See Disadvantages of Outsourcing Dispatch. This can be mitigated by communication between cities/LVPD and citizens.
Retaining Dispatch Staff During Transition	N/A	Two months severance package for employees that stay till October 1, 2016.

Transition Time Line

Tiffany Warner with Nassau Bay stated it took five (5) months to implement new program. Since PC & Cable has already performed this function, start up time will be somewhat less.

Order and Install hardware and software at 98 Lakeshore.

June 1, 2016

Order and Install hardware and software in Vehicles

July 1, 2016

Communicate with Citizens

Place information on LVPD and both cities websites, other social media outlets and in local newspaper. Start August 1, 2016 and continue thru October 1, 2016.

Estimated Start Date for Webster

October 1, 2016

Feasibility Study of Outsourcing Dispatch Services

Introduction

At the present time, the Lakeview Police Department utilizes a proprietary dispatch service that costs \$252K per year to operate. When a major piece of equipment (Digital Recorder) in the dispatch office failed and the department was looking at another \$30,000 to replace it, discussions ensued as to whether the department could outsource this service and gain some cost savings. In addition to considering outsourcing dispatch, the department also needed to find a local jail that was willing to provide local jail services. It was decided that inquiries would be made with the Seabrook, La Porte and Webster Police Departments.

The Seabrook Police Department stated that they were short necessary staff and would not be able to provide any services at this time. La Porte Police Department indicated that they would provide dispatch services to the department for \$160K per year. The Webster Police Department stated they would provide dispatch services to the department for \$12 per incident per year, with a 2.5% increase each year. When asked if they would be interested in providing jail services, they said it would cost \$60.00/day per inmate which is \$14.00/day per inmate cheaper than our existing contract cost with Harris County Sheriff Department.

Associated Costs of Outsourcing

Since the Webster Police Department communicates with their units via laptops in the patrol vehicle, there are additional capital expenses that would be necessary should we decide to close our dispatch office and contract with Webster. A mount, docking station and laptop would be purchased for each marked unit for \$6K per unit for a total of \$36K. The detective's unit would also need a laptop for his vehicle without the mount for an expense of \$5K. In order to communicate with the Webster Communication Center, each laptop would need an air card which would cost \$40.00 per month for a total cost of \$3,360 per year.

At the present time, the department's records management system is located in dispatch. If we close our dispatch operations, we would need to purchase a different records management system (RMS). The recommended RMS is OSSI which is run by Sungard – Public Sector. This RMS is utilized by the Webster Police Department. If the licensing for this software was purchased by the department, the department would become members of a consortium which is based out of League City. Current members of the consortium are: League City, La Porte, Friendswood, Webster, Deer Park, Alvin, Sugarland, Seabrook, Santa Fe, Kemah, HISD, Dickinson, Galveston, and Nassau Bay. As a member agency, records of the other member agencies would be available to the department (reports, courts, warrants, jail, etc.) for inquiry which would be used for field and follow up investigations. This would greatly enhance the department's efficiency.

The start-up costs to purchase the licensing requirements for all the laptops and computers located at 98 Lakeshore Drive would be \$12,995. This would be a one-time cost. After the first year, the department would have to pay \$3,200 per year to the consortium for a maintenance fee. There would also be a data connection costs associated with linking the 98 Lakeshore Drive offices/computers to the hub that is located at League City Police Department. Start up costs for this connection would be \$2,000 which would be used to purchase and install a specialized firewall to meet the TLETS requirement.

There would also be a monthly fee of \$450.00 to Phonoscope to maintain the communication link to League City.

Creation of Administrative Assistant Position

To increase efficiency, an Administrative Assistant position will be created similar to the position that is used by the City of Nassau Bay. Eventually, the position of Lieutenant of Police will be phased out since there will only be a single function of patrol for the police department. The Administrative Assistant will be under the direction of the Chief of Police and will be responsible for a variety of general and specialized administrative duties in the department. This position would also be responsible for coordinating the department's records management system, assisting callers and visitors by providing requested information in compliance with the Texas Public Information Act. As time permits, specific Human Resource functions will be performed by this position along with operating the department's accounting system.

Summary of Expenses

First Year Costs

\$50,000 Webster Police Department – Dispatch Services (Based on 2015 Activity Level)

\$12,955 OSSI – Sungard Public Sector - RMS

\$36,000 Mounts, Docking Stations and Laptops for Marked Units

\$5,000 Detective's Laptop

\$3,360 Verizon Air Cards - Hot Spot for Communicating with Laptops

\$2,000 Firewall and Installation at 98 Lakeshore Drive

\$5,400 Phonoscope Connection to League City Police Department (Consortium Hub)

\$35,000 Administrative Assistant

\$149,715 Total

Second and Subsequent Years

\$51,250 Webster Police Department – Dispatch Services (2.5% Increase per Year)

\$3,132 OSSI – Sungard Public Sector Annual Maintenance Fee

\$3,360 Verizon Air Cards – Hot Spot for Communicating with Laptops

\$5,400 Phonoscope Connection to League City Police Department (Consortium Hub)

\$35,000 Administrative Assistant

\$98,142 Total

Disadvantages of Outsourcing Dispatch

The Webster Police Communication Center is a very busy call center with well trained dispatchers. They will be all business when communicating with the public.

- At the Lakeview Police Department, our dispatchers usually have more time to spend with callers and listen to their special requests.
- Personnel at the Nassau Bay Police Department stated the dispatchers are aware of the “long time residents” and have been accommodating in assisting them.

If the outsourcing becomes an issue, there will be start-up and training costs to create a new dispatch office.

- A new radio console and recording device will have to be purchased. The costs associated with these two items would be around \$100K.
- An additional CAD OSSI module will also be required. The additional OSSI module would cost a little over \$5K with an additional annual maintenance cost of \$1K.
- A new server with a specified firewall would be needed along with another computer/printer for dispatch. Equipment cost and installation for this would be approximately \$10k.
- An additional link for the RMS would need to be established from the dispatch office to the current patrol office. This expense would be approximately \$150.00/month.

Advantages of Outsourcing Dispatch

- Expenses associated with dispatching will drop from \$252K to \$150K the first year. The second and subsequent years the costs are reduced to \$98K, with a 2.5% increase in the dispatching cost. Over the last ten years, the Lakeview Police Department dispatching budget has averaged a 3.3% increase each year.
- With the dispatch service, the police department will have access to a local jail facility at a cheaper rate, \$60.00/day versus \$74.00/day.
- Along with saving money on the cost per inmate, officers will be out for a shorter length of time since the jail is in the immediate Clear Lake Area.
- Officers will become more efficient with greater access to information: court, arrest records and reports of other consortium members.
- Both cities will be able to upload their warrants onto OSSI for no cost.



City of El Lago CITY COUNCIL AGENDA ITEM FORM

This form should be completed and forwarded to the City Secretary's Office as soon as possible and at least 1 week prior to the meeting that the item is expected to be placed on the El Lago City Council agenda.

Date requested for City Council consideration: May 23, 2016

Submitted by: Mayor White Date Submitted: May 12, 2016

Subject: Support Legislation for General Law Cities to Establish Child Safe Zones

City Attorney Review: Yes No

Degree of importance: Critical Significant Elective

Expenditure From Account #: <u>None</u>	Fiscal Year: _____
Expenditure To Account #: <u>None</u>	Fiscal Year: _____
Expenditure Required: \$ <u>None</u>	Amount Budgeted: \$ _____

Date Received

Ann Vernon, City Secretary

SUMMARY / ORIGINATING CAUSE

Earlier this year the City of El Lago received notice of an impending lawsuit to be filed by "Texas Voices of Justice and Reason" regarding our Ordinance 355 restricting sexual offenders from living within 1500 feet of our elementary schools and other places where children congregate. The premise of this lawsuit was an opinion from then Attorney General Gregg Abbott, who wrote that general law cities were not granted express authority by the State of Texas to restrict residency of sexual offenders. The City Council of El Lago voted not to repeal our SORRO ordinance on December 14, 2015 and stand with the other cities opposed to this infringement of our children's safety.

This resolution demonstrates concern to our State Congress that General Law Cities have, or should have the same ability to protect our children as larger "Home-rule cities.

IMMINENT CONSEQUENCES AND/OR BENEFIT TO COMMUNITY

To gain support and urge the 85th Texas Legislature to expressly grant the children of General law cities the same protection as the larger Home Rule cities.

RECOMMENDED MOTION

To approve Resolution 2016-04 supporting the ability of General Law cities to protect and create child safety zones

LIST ATTACHMENTS

RESOLUTION NO. 2016-04

A RESOLUTION OF THE CITY OF EL LAGO, TEXAS CALLING ON THE 85th LEGISLATURE OF THE STATE OF TEXAS TO ADOPT LEGISLATION CONFIRMING THE EXPLICIT STATUTORY AUTHORITY OF A GENERAL LAW MUNICIPALITY TO ESTABLISH SAFETY ZONES FOR CHILDREN

* * * * *

WHEREAS, a large number of Texas municipalities, both home rule and general law, have enacted Sex Offender Residency Restriction Ordinances (“SORROs”) for the purpose of providing safety zones for children prohibiting a person who is required by state law to register as a sex offender from establishing a residence within a certain distance of places where children gather; and

WHEREAS, by Ordinance No. 355, passed, approved and adopted by the El Lago City Council on November 6, 2006, the City of El Lago adopted a SORRO making it unlawful, among other things, for certain registered sex offenders to reside within 1500 feet of a public elementary school, city park or other premises where children gather; and

WHEREAS, by Attorney General’s Opinion No. GA-0526 issued on March 6, 2007, the Attorney General of the State of Texas opined that such an ordinance passed by a general law municipality such as the City of El Lago had not been expressly authorized by an act of the legislature and, thus, a general law municipality may not lawfully adopt a SORRO; and

WHEREAS, the City of El Lago was one of at least 46 general law cities in Texas to have received a letter dated November 4, 2015 from an attorney threatening to file a legal action against the City if the City failed or refused to repeal its SORRO; and

WHEREAS, the City Council of the City of El Lago has determined not to repeal the City’s SORRO; and

WHEREAS, it has come to the attention of the City Council of the City of El Lago that other general law cities in Texas which have not repealed their SORRO have, in fact, been served with a legal action seeking a finding that their SORROs are unconstitutional; and

WHEREAS, the City Council of the City of El Lago is desirous of insuring that its SORRO, if challenged, would be found to be constitutional and, therefore, desires that the 85th Legislature of the State of Texas adopt legislation confirming such;

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

Section 1. Findings.

The findings contained in the preamble to this Resolution are determined to be true and correct and are hereby adopted as a part of the Resolution.

Section 2.

The City of El Lago, Texas respectfully requests and urges that the 85th Regular Legislature of the State of Texas adopt legislation confirming the lawful ability of a general law municipality in Texas to adopt an ordinance containing sex offender residency restriction requirements and establishing safety zones for children away from the residences of registered sex offenders.

PASSED, APPROVED AND ADOPTED this the 23rd day of May, 2016.

ROBERT WHITE
Mayor
City of El Lago, Texas

ATTEST:

ANN VERNON
City Secretary
City of El Lago, Texas

El Lago City Secretary

From: Sager, Charles R <charles.r.sager@exxonmobil.com>
Sent: Tuesday, February 23, 2016 11:10 AM
To: citysec@ellago-tx.gov
Subject: City Council Agenda

Ann, I would like to formally request a time slot on the City Council agenda for 3/21/16. I wish to appeal the denial of permit #BP-16-3807 concerning the widening of my driveway at 1618 Fair Oaks St. by adding 6' X 41' concrete to the South side of my existing driveway. This work will be installed by a professional and approved contractor.

Charles R Sager (Cooter)

T/A & Majors Execution

Fire Team 10) Captain

Wk 281/834-3666

Mbl 281/380-6517

Mbl 713/899-9045

APPLICATION FOR BUILDING PERMIT

City of El Lago

411 Tallwood Dr
El Lago, TX 77586

Phone: 281-326-1953
Fax: 281-326-2134



PERMIT PROPERTY INFORMATION

Property Address: 1618 FAIR OAKS ST.
 Legal Description: WIDEN DRIVEWAY 6' x 40'
 Owner's Name: CHARLES R. SAGER Owner's Phone: 713-899-9045
 Owner's Address: 1618 FAIR OAKS
 Commercial Property Yes No If "Yes" Business Name: _____
 Business Owner: — Business Owner Phone: —

CONTRACTOR INFORMATION

Contractor dba Name: _____
 Contact Person: _____
 Street Address: _____
 City, State, Zip: _____
 Phone Number: _____
 Fax Number: _____

On the lines below, list the details of the work to be permitted, attach drawings and construction documents.

WIDEN DRIVEWAY 6' x 40' LONG.
REQUESTING PERMISSION TO PERSSURE WORK IN
ACCORDANCE WITH SUPPLIED DRAWING.

El Lago Contractor Registration # CR- _____ Job Construction Cost \$ _____

Authorized Signature for Permit: X _____

SUBCONTRACTORS:	Type		
Company Name:			
Contact Person:			
Company Address:			
City, State, Zip			
Phone Number:			
Fax Number:			
Contractor Registration No.			

APPLICATION RECEIVED IN CITY HALL

Do Not Write In The Box Below - For City Use Only

No. BP- 16 - 3807 DATE 2 / 19 / 2016 INITIALS AV
 Application Reviewed by Building Official: _____ Approved Denied _____
 Inspections Required: Yes No
 Special Instructions: Permit Declined - adequate ingress and egress already exists for the property
 PERMIT FEE ASSESSED \$ _____ Payment #: _____

Page 1 of 2 in order 77435
File number: 7210-15-1900

Completed: 12/16/2015
Surveyed: 12/11/2015

Lender:
Buyer: CHARLES SAGER AND AMY SAGER
Seller: TAMARA VOGT

COMMUNITY NUMBER: 48201C
PANEL: 1085 SUFFIX: L
INDEX DATE:
F.I.R.M DATE: 06/18/07
ZONE: X

Premises: 1618 FAIROAKS STREET, SEABROOK, TEXAS 77586 HARRIS

Description of encroachments, violations or other points of interest at the time of the inspection:
WOOD DECK AND CONCRETE ENCROACHES 8' U.E. WOOD FENCE ENCROACHES 8' U.E.



CERTIFIED TO: TEXAS AMERICAN TITLE COMPANY

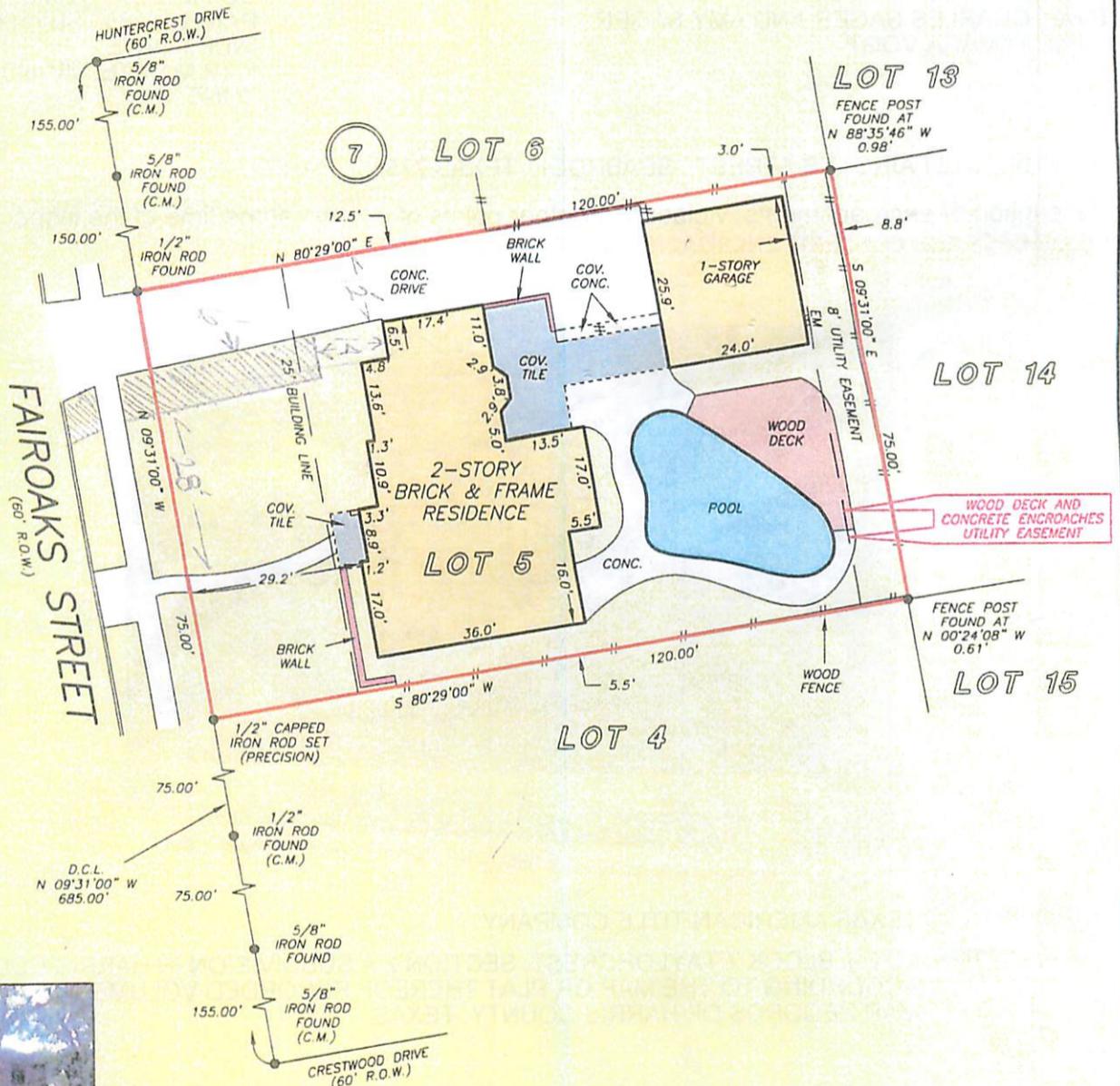
LEGAL DESCRIPTION: LOT 5, BLOCK 7 TAYLORCREST, SECTION 2 A SUBDIVISION IN HARRIS COUNTY, TEXAS
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED VOLUME 285, PAGE 133 OF THE
MAP RECORDS OF HARRIS COUNTY, TEXAS.

TRUeline TECHNOLOGIES LLC THE FOLLOWING PRODUCT HAS BEEN COMPLETED BY THE STATE LICENSED LAND SURVEYING FIRM AS INDICATED ON THE FOLLOWING PAGE. TRUeline TECHNOLOGIES LLC PROVIDES THE DIGITAL TRANSMISSION AND ARCHIVING OF THE PRODUCT AND IS NOT INVOLVED IN ANY FACET OF THE TECHNICAL FIELD WORK PERFORMED AND MAKES NO WARRANTIES AS TO THE ACCURACY OF SUCH WORK. ALL TRANSMISSIONS OF THE PRODUCT ARE VIA A SECURE "SHA-1 SECURE HASH MESSAGE DIGEST AUTHENTICATION CODE WITH IN ITS SIGNATURE FILE. A MANUALLY SIGNED AND SEALED LOG OF THIS SURVEY'S SIGNATURE FILE IS KEPT ON FILE AT THE PERFORMING SURVEYORS OFFICE.

PRINTING PROCEDURES: BECAUSE THIS FILE HAS BEEN SENT ELECTRONICALLY IT IS IMPERATIVE THAT THE PRINT SETTINGS BE CORRECT IN ORDER TO DEPICT AN ACCURATE REPRESENTATION OF THIS DOCUMENT ON PAPER. INSTRUCTIONS WHILE VIEWING THE PRODUCT IN ADOBE READER: SELECT PRINT UNDER THE FILE TAB. SELECT COLOR PRINTER UNDER PRINT RANGE - SELECT ALL UNDER PAGE HANDLING. SELECT 11"X17" FOR PAGE SIZING AND UNCHECK AUTO ROTATE AND CENTER. CHOOSE PAPER SOURCE BY PDF SIZE. CLICK PRINT.

GF NO. 7999-15-2181 TEXAS AMERICAN TITLE
 ADDRESS: 1618 FAIROAKS STREET
 SEABROOK, TEXAS 77586
 BORROWER: CHARLES RAY SAGER JR. AND
 AMY ANNE SAGER

**LOT 5, BLOCK 7
 TAYLORCREST, SECTION 2**
 A SUBDIVISION IN HARRIS COUNTY, TEXAS
 ACCORDING TO THE MAP OR PLAT THEREOF RECORDED
 VOLUME 285, PAGE 133 OF THE MAP RECORDS
 OF HARRIS COUNTY, TEXAS.



NOTE: AGREEMENT BY AND BETWEEN DEVELOPER AND H. L. & P. FOR INSTALLATION OF OVERHEAD/UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM CF NO. J382042.

THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN AS PER FIRM PANEL NO. 48201C, 1085 L MAP REVISION: 06/18/07 ZONE X BASED ONLY ON VISUAL EXAMINATION OF MAPS. INACCURACIES OF FEMA MAPS PREVENT EXACT DETERMINATION WITHOUT DETAILED FIELD STUDY

A SUBSURFACE INVESTIGATION WAS BEYOND THE SCOPE OF THIS SURVEY

D.C.L. = DIRECTIONAL CONTROL LINE RECORD BEARING: VOL. 285, PG. 133, H.C.M.R.

DRAWN BY: SR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THERE ARE NO ENCROACHMENTS APPARENT ON THE GROUND, EXCEPT AS SHOWN HEREON. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY AND ABSTRACTING PROVIDED IN THE ABOVE REFERENCED TITLE COMMITMENT WAS RELIED UPON IN PREPARATION OF THIS SURVEY.

GEORGE GALE
 PROFESSIONAL LAND SURVEYOR
 NO. 4678
 JOB NO. 15-11609
 DECEMBER 15, 2015



PRECISION
 surveyors

1-800-LANDSURVEY
 www.precisionssurveyors.com
 281-496-1586 FAX 281-496-1867 210-829-4941 FAX 210-829-1555
 950 THREADNEEDLE STREET SUITE 150 HOUSTON, TEXAS 77079 1777 NE LOOP 410 SUITE 600 SAN ANTONIO, TEXAS 78217
 FIRM NO. 10063700