

NOTICE OF PUBLIC HEARINGS AND REGULAR MEETING

July 24, 2018

MONTGOMERY CITY COUNCIL

STATE OF TEXAS

AGENDA

COUNTY OF MONTGOMERY

CITY OF MONTGOMERY

NOTICE IS HEREBY GIVEN that Public Hearings and Regular Meeting of the Montgomery City Council will be held on Tuesday, July 24, 2018 at 6:00 p.m. at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas for the purpose of considering the following:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO FLAGS

PUBLIC HEARING(S):

Convene into Public Hearings for the purpose of giving all interested persons the right to appear and be heard regarding the following:

1. **Public Hearing** – Annexation of a 1.799-acre tract of land, more or less, as being out of and a part of State Highway 105 at Stewart Creek Road and west to the present City limits, of the City of Montgomery and in the JOHN CORNER SURVEY, Abstract No. 8, of Montgomery County, Texas. *(This is the second of two public hearings.)*

Adjourn Public Hearing.

2. Consideration and possible action regarding **receiving the Amended Final Report from the Planning and Zoning Commission** related to their second Public Hearing held on July 23, 2018 regarding a request to rezone a 5-acre tract of land located at 2512 Lone Star Parkway (north/west of 2500 Lone Star Parkway), Montgomery, from I-Industrial Use to R2–Multi-Family Use, as requested by Larry Jacobs for the Star of Texas Seniors Development.

3. **Public Hearing** – Regarding the Amended Final Report of the Planning and Zoning Commission related to the request to rezone a 5-acre tract of land located at 2512 Lone Star Parkway (north/west of 2500 Lone Star Parkway), Montgomery, from I-Industrial Use to R2–Multi-Family Use, as requested by Larry Jacobs for the Star of Texas Seniors Development.

Adjourn Public Hearing.

Convene into Regular Meeting

VISITOR/CITIZENS FORUM:

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

CONSENT AGENDA:

4. Matters related to the approval of minutes of the Special Meeting held on July 5, 2018 and Regular Meeting held on July 10, 2018.
5. Consideration and possible action regarding adoption of an Escrow Agreement by and between the City of Montgomery and Josh Cheatham for Louisa Street Development.
6. Consideration and possible action regarding City of Montgomery Procurement Policy Applicable To All Procurements Made With Federal Funds.
7. Consideration possible action regarding accepting the revised Single Audit Report for the year ending September 30, 3017, as submitted by Belt Harris Pechacek, LLLP.

CONSIDERATION AND POSSIBLE ACTION:

8. Consideration and possible action regarding adoption of the following Resolution:
RESOLUTION APPROVING THE MONTGOMERY COUNTY EMERGENCY COMMUNICATION DISTRICT BUDGET FOR FISCAL YEAR 2019.
9. Consideration and possible action on Department Reports.
 - A. Administrator's Report
 - B. Public Works Report
 - C. Police Department Report
 - D. Court Department Report
 - E. Utility/Development Report
 - F. Water Report
 - G. Engineer's Report
 - H. Financial Report
 - I. Economic Development Report
10. Consideration and possible action regarding adoption of the following Ordinance:
AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE CITY CODE OF ORDINANCES AMENDING CHAPTER 98, "ZONING," FOR THE LARRY JACOBS PROPERTY AT 2512 LONE STAR PARKWAY FROM "I" INDUSTRIAL ZONING DISTRICT CLASSIFICATION AS FOUND ON THE CITY'S OFFICIAL ZONING MAP TO "R-2" MULTI-FAMILY ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE.
11. Consideration and possible action regarding the Atkins Creek Engineering Contract.
12. Consideration and possible action regarding selection of an engineer for the Plez Morgan FEMA Project.
13. Consideration and possible action regarding acceptance of Montgomery County offer of the right-of-way for Lone Star Parkway and the portion of Lone Star Bend in the Villas of Mia Lago subdivision.
14. Consideration and possible action regarding a Utility and Economic Feasibility Study for the Star of Texas Seniors, Ltd. Development.

15. Consideration and possible action regarding award and execution of construction contract documents for the 18th Gravity Sanitary Sewer Extension, Phase I, to serve the Shoppes at Montgomery development.
16. Report on the Montgomery Economic Development Board Budget preparation.
17. Discussion regarding formation of a Park Board.
18. Discussion regarding the potential sale of City Property at the existing Water Plant No. 2 site.
19. Presentation of the City Geographic Information System (GIS) as prepared by Jones|Carter.
20. Buffalo Springs Bridge Report by City Engineer.

EXECUTIVE SESSION:

The City Council reserves the right to discuss any of the items listed specifically under this heading or for any items listed above in executive closed session as permitted by law including if they meet the qualifications in Sections 551.071(consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Government Code of the State of Texas. *(There are no items at this time.)*

COUNCIL INQUIRY:

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

ADJOURNMENT



Susan Hensley
Susan Hensley, City Secretary

I certify that the attached notice of meeting was posted on the bulletin board at City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas, on the 20th day of July, 2018 at 4:10 o'clock p.m. I further certify that the following news media was notified of this meeting as stated above: The Courier

This facility is wheelchair accessible and accessible parking spaces are available. Please contact the City Secretary's office at 936-597-6434 for further information or for special accommodations.

Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: Legal description, and sketch map
Date Prepared: July 20, 2018	

Subject

This is the second of two public hearings regarding the annexation of a 1.799-acre tract of land wholly consisting of Highway 105 from Stewart Creek Road, west to the present City limits.

Description

This is to annex the right-of-way State highway 105 from its current location to extend to the eastern boundary of the ETJ of the city as shown on the attached map.

Recommendation

Listen to public comment, consider as you desire.

Approved By

City Administrator	Jack Yates	Date: July 20, 2018
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Exhibit A

1.799 Acres

John Corner Survey
Abstract Number 8

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

A METES AND BOUNDS description of a 1.799 acre tract of land situated in the John Corner Survey, Abstract Number 8, Montgomery County, Texas; being out of and a part of Highway 105 at Stewart Creek Road; said 1.799 acre tract being more particularly described as follows with all bearings being based on South 79°38'53" East along the north line of a called 6.202 acres (Tract 1) as filed for reference under Ordinance No. 2015-06 by the City of Montgomery;

COMMENCING at a point in the north right-of-way of said Highway 105 (width varies) for the southeast corner of said 6.202 acres and the southwest corner of a called 2.039 acres (Tract 2) as filed for reference under Ordinance No. 2015-06 by the City of Montgomery;

THENCE, South 80°18'31" East, along the north right-of-way of said Highway 105 and the south line of said 2.039 acres to the POINT OF BEGINNING of the herein described tract;

THENCE, over and across said Highway 105 the following five (5) courses and distances:

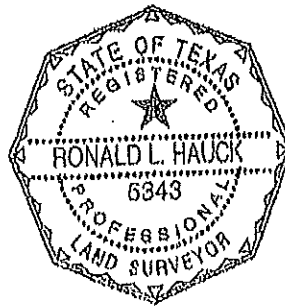
1. South 80°18'31" East, 192.55 feet continuing along the north right-of-way of said Highway 105 to a point for a southeast corner of Restricted Reserve "A", Block 1 of Pizza Shack Montgomery as shown on a plat filed for record in Cabinet Z, Sheet 4068 of the Montgomery County Map Records;
2. South 77°19'49" East, 150.00 feet to a point for a southwest corner of Restricted Reserve "B" of Stewart Creek Partners as shown on a plat recorded in Cabinet Z, Sheet 1657 of the Montgomery County Map Records;
3. South 11°13'50" West, 229.57 feet to a point in the south right-of-way of said Highway 105 and the north line of a called 48.450 acre tract conveyed to Kampgrounds of America, Inc. by General Warranty Deed as filed for record under Clerk's File No. 2007-000741 of the Montgomery County Official Public Records of Real Property;
4. North 78°46'19" West, 335.84 feet along the south right-of-way of said Highway 105, the north line of said 48.450 acres and the north line of a called 5.71 acres conveyed to Peter Hill by Special Warranty Deed with Vendor's Lien as filed for record under Clerk's File No. 2016086083 of the Montgomery County Official Public Records of Real Property to a point;
5. North 09°34'23" East, 228.28 feet to the POINT OF BEGINNING, CONTAINING 1.799 acres as shown on drawing number 12141.


1,799 Acres

John Corner Survey
Abstract Number 8

"This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Jones and Carter
1575 Sawdust Road, Suite 400
The Woodlands, TX 77380
(281) 363-4039




Acting By/Through Ronald L. Hauck
Registered Professional Land Surveyor
No. 5343
rhauck@jonescarter.com
*Texas Board of Professional Land Surveying
Registration No. 10046106*

June 20, 2018

1. The City of Monticello is hereby approving the proposed plat for the subdivision of the land shown on the attached plat into lots and blocks.

2. The City of Monticello is hereby approving the proposed plat for the subdivision of the land shown on the attached plat into lots and blocks.

3. The City of Monticello is hereby approving the proposed plat for the subdivision of the land shown on the attached plat into lots and blocks.

4. The City of Monticello is hereby approving the proposed plat for the subdivision of the land shown on the attached plat into lots and blocks.

5. The City of Monticello is hereby approving the proposed plat for the subdivision of the land shown on the attached plat into lots and blocks.

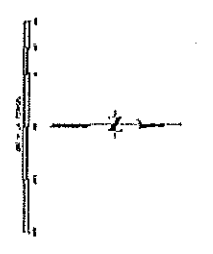
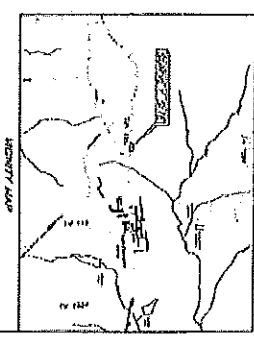
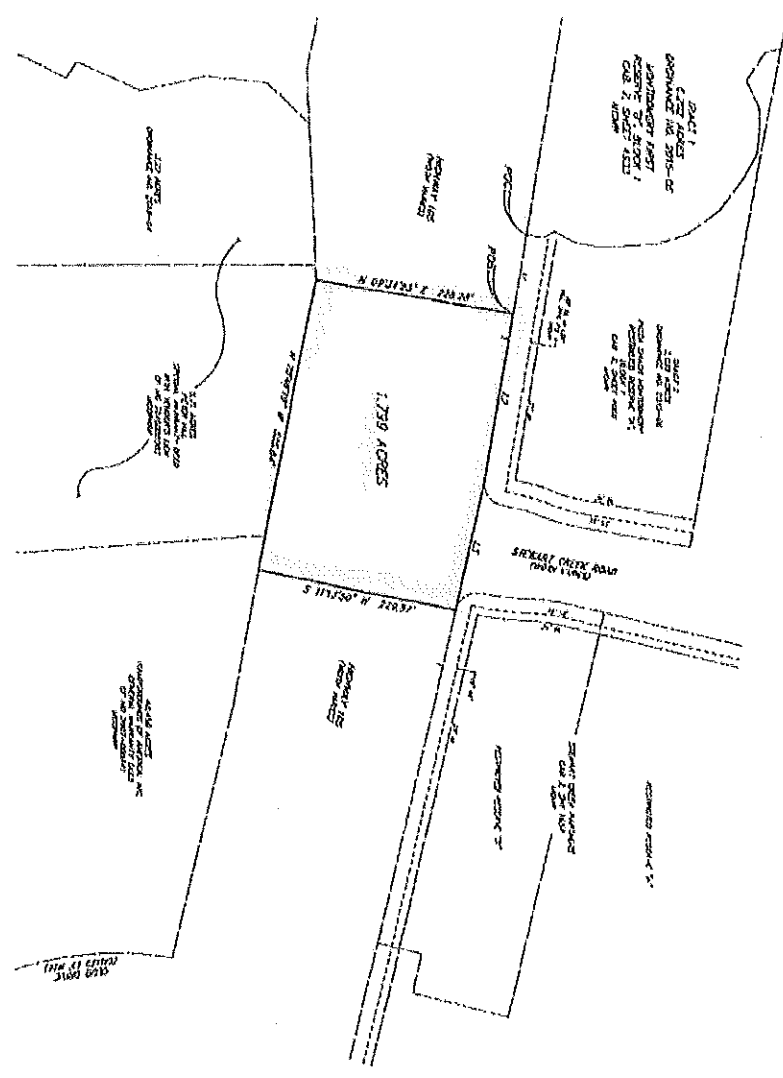
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DEPARTMENT OF PUBLIC WORKS
 CITY OF MONTICELLO, IOWA
 JOHN COOPER, SUPERVISOR
 JONES | CARTER
 ENGINEERS & ARCHITECTS
 1000 W. 11th Street, Monticello, Iowa 52158
 Phone: 319.261.1234
 Fax: 319.261.1235
 Website: www.jonescarter.com

Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: The Report will be presented at the meeting by the City Attorney
Date Prepared: July 20, 2018	

Subject

This is to consider receiving the amended final report from the planning and zoning commission regarding a request to rezone a 5 acre tract of land located at 2512 Lone Star Pkwy. (North West of 2500 Lone Star Pkwy.) Montgomery, from I – Industrial use to R-2 Multi-family use, as requested by Larry Jacobs.

Description

This item is to receive the Amended Final Report regarding the rezoning of this property.
No action is needed to receive the Report because of the upcoming Public Hearing on the Report

Recommendation

Discuss the Report and receive the Report as presented

Approved By

City Administrator

Jack Yates

Date: July 20, 2018

Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: The Report will be presented at the meeting by the City Attorney
Date Prepared: July 20, 2018	

Subject

This is to consider public input regarding the amended final report from the planning and zoning commission regarding a request to rezone a 5 acre tract of land located at 2512 Lone Star Pkwy. (North West of 2500 Lone Star Pkwy.) Montgomery, from I – Industrial use to R-2 Multi-family use, as requested by Larry Jacobs.

Description

This is an opportunity for the public to comment on the Amended Final Report regarding this rezoning.

Recommendation

Listen to the public comment and consider as you think appropriate.

Approved By

City Administrator

Jack Yates

Date: July 20, 2018

MINUTES OF SPECIAL MEETING

July 5, 2018

MONTGOMERY CITY COUNCIL

CALL TO ORDER

Mayor Sara Countryman declared a quorum was present, and called the meeting to order at 6:34 p.m.

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

Absent:

Also Present: Jack Yates City Administrator
Susan Hensley City Secretary

CONSIDERATION AND POSSIBLE ACTION:

1. Consideration and possible action regarding scheduling a second Public Hearing for the purpose of giving all interested persons the right to appear and be heard regarding the Amended Final Report of the Planning and Zoning Commission related to the request to rezone a 5-acre tract of land located at 2512 Lone Star Parkway (north/west of 2500 Lone Star Parkway), Montgomery, from I-Industrial Use to R2–Multi-Family Use, as requested by Larry Jacobs for the Star of Texas Seniors Development to be held on July 24, 2018 at 6 p.m. at City of Montgomery City Hall.

Rebecca Huss moved to schedule a second Public Hearing for the purpose of giving all interested persons the right to appear and be heard regarding the Amended Final Report of the Planning and Zoning Commission related to the request to rezone a 5-acre tract of land located at 2512 Lone Star Parkway (north/west of 2500 Lone Star Parkway), Montgomery, from I-

Industrial Use to R2–Multi-Family Use, as requested by Larry Jacobs for the Star of Texas Seniors Development to be held on July 24, 2018 at 6 p.m. at City of Montgomery City Hall. T.J. Wilkerson seconded the motion, the motion carried unanimously. (5-0)

EXECUTIVE SESSION:

The City Council reserves the right to discuss any of the items listed specifically under this heading or for any items listed above in executive closed session as permitted by law including if they meet the qualifications in Sections 551.071(consultation with attorney), 551.072 (deliberation regarding real property),551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Government Code of the State of Texas. (There are no items at this time.)

COUNCIL INQUIRY:

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

ADJOURNMENT

Jon Bickford moved to adjourn the meeting at 6:37 p.m. Dave McCorquodale seconded the motion, the motion carried unanimously. (5-0)

Submitted by:  Date Approved: _____

Susan Hensley, City Secretary

Mayor Sara Countryman

MINUTES OF PUBLIC HEARING and REGULAR MEETING

July 10, 2018

MONTGOMERY CITY COUNCIL

CALL TO ORDER

Mayor Pro-tem T.J. Wilkerson declared a quorum was present, and called the meeting to order at 6:01 p.m.

Present:

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

Absent: Sara Countryman Mayor

Also Present: Jack Yates City Administrator
Chris Roznovsky City Engineer

INVOCATION

John Champagne gave the invocation.

PLEDGE OF ALLEGIANCE TO FLAGS

PUBLIC HEARING

Convene into Public Hearing:

The Mayor Pro-tem convened the Public Hearing at 6:03 p.m.

For the purpose of giving all interested persons the right to appear and be heard regarding the following:

1. Annexation of a 1,799-acre tract of land, more or less, as being out of and a part of State Highway 105 at Stewart Creek Road and west to the present City limits, of the City of Montgomery and in the JOHN CORNER SURVEY, Abstract No. 8, of Montgomery County, Texas. (This is the first of two public hearings.)

Mr. Yates reported this is the first of two public hearings regarding annexation of a 1,799 acre tract of land wholly consisting of SH 105 from the present eastern City the limits to the west side of Stewart Creek Road intersection.

There were no comments made by the public.

Adjourn Public Hearing

Mayor Pro-tem Wilkerson adjourned the Public Hearing at 6:04 p.m.

Reconvene into Regular Meeting

Mayor Pro-tem Wilkerson reconvened the Regular Meeting at 6:04 p.m.

VISITOR/CITIZENS FORUM:

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

No comments were made.

CONSENT AGENDA:

2. Matters related to the approval of minutes for the Public Hearings and Regular Meeting held on June 26, 2018.
3. Consideration and possible action regarding scheduling a Public Hearing for rezoning of a portion of the property located at the southeast corner of Buffalo Springs Drive and SH 105, a portion of the Montgomery Shoppes Tract, from R-1 (single-family), R-2 (multi-family), and I (Institutional) to B (commercial) and I (Institutional), as shown on the enclosed exhibits, to be held on August 28, 2018 at 6:00 pm, as requested by Montgomery SH 105 Associates.

Rebecca Huss moved to approve the Consent Agenda items as presented. Dave McCorquodale seconded the motion, the motion carried unanimously. (5-0)

CONSIDERATION AND POSSIBLE ACTION:

4. Consideration and possible action regarding renewal options for solid waste recycling and collection services for the City.

Mr. Yates discussed the renewal options for solid waste recycling collection services and advised this action was to consider an increase in the basic charge per customer based upon the annual price adjustment and a consideration of the change in recycling container sizes and cost and possible three-year extension to the current contract depending on which recycling cart option is chosen by the Council. Mr. Yates further stated that option one was an \$18.03 monthly charge to the City using the 18-gallon bins for recycling now presently in use, representing a 1.7% of an increase. Mr. Yates advised option two is \$18.53 monthly charge to the City for using 96 gallon bins for recycling. Mr. Yates said the City presently charges their customers \$18.27 for garbage collection and a charge of \$17.80 from Waste Management to the City.

Mr. Yates said that option one with the pass-through rate increase to the customer would be \$18.58 per month. Mr. Yates then said option two with the pass-through rate increase to the customer service would be \$19.10 per month. Jack then reported that approximately 35% of homes actually recycle so that is 172 of the 492 present residences in the City, showing that there is a \$1.43 monthly support of recycling homes by the 320 homes not recycling. Mr. Yates then reported that he had received four to five calls over the past two years asking for the larger containers for recycling.

Mrs. Terry Woodson with Waste Management Company was present and stated Mr. Yates was correct in what he had stated and she was present to answer any questions by City Council.

John Champagne asked about the interest in recycling. Mrs. Woodson said she had several people ask her about the 96-gallon containers, and went on to say that the company preferred the 96-gallon containers because of the ease of pick up and that Montgomery was

their last City using the 18-gallon containers. John Champagne asked about the reason for the increase. Mrs. Woodson replied that the Waste Management staff did a review of the City's collection and a 1.7% increase was less than allowed by the contract, but since this was a renewal the 1.7% increase was all right with the company. There was a general discussion about three-year renewal. Mrs. Woodson said the new rate will go into effect when the 96-gallon containers are delivered and available for use, which she estimated would be in September or October, 2018.

Jon Bickford moved to approve option two and to renew the contract with Waste Management. John Champagne seconded the motion, the motion carried unanimously. (5-0)

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

A RESOLUTION OF THE CITY OF MONTGOMERY, TEXAS, CITY COUNCIL PROVIDING TXDOT WITH FINAL CITY PRIORITIES REGARDING TIMING OF IMPROVEMENTS TO HWY 149 AND ASSOCIATED PROJECTS.

Consideration of resolution regarding TxDOT with final city priorities regarding timing of improvements to FM 149 and associated projects. T.J. Wilkerson read the Resolution in its entirety. Mr. Yates said the resolution follows the thoughts of the City Council and the public at the June 19th Special City Council Meeting regarding the proposed improvements to FM 149. Mr. Yates advised that the proposal is that City Council asks for the project to be completed for SH 105 to Caroline Street and the project north of Clepper to be started as soon as possible, with the section between Caroline Street and Clepper Street to be delayed until the City contacts TxDOT following the development of the streetscape master plan for the entire downtown area including the FM 149. Mr. Yates said Section 4 of the resolution commits the City to producing the master plan within 9 to 15 months and working with downtown business owners to create and implement a construction mitigation strategy.

Mrs. Huss asked for two changes to the Resolution. The first change was to add the word “and” at the end of the fourth “Whereas”, and the second change was to add in Section One of the Resolution a reference to the right-hand turn lane from the north as FM 149 Approaches State Hwy. 105.

John Champagne moved to approve the Resolution with the changes presented. Rebecca Huss seconded the motion, the motion carried unanimously. (5-0)

6. Consideration possible action regarding adoption of the following ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING ITS MUNICIPAL BUDGET FOR THE FISCAL YEAR 2017-2018; PROVIDING A REPEALING CLAUSE AND A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

Mr. Yates presented a summary of the ordinance which reduces the revenue in the general fund from \$3,068,429 to \$2,955,878 and expenses from the present \$3,098,987 to \$2,971,667 with \$40,900 of transfers in resulting in a net for the present budget of \$10,342 and the proposed budget of \$25,111. Mr. Yates also said that the primary reason for the budget amendment was to allow for the payment to Milestone that was due in October but desired by the Council to have an amount set aside during the current year’s budget for the payment.

John Champagne moved to adopt an Ordinance amending the General Fund Budget for fiscal year 2017-2018 as presented. Dave McCorquodale seconded the motion, the motion carried unanimously. (5-0)

The City Secretary, Susan Hensley arrived at the meeting at 6:29 p.m.

7. Consideration of possible action regarding nomination to the Montgomery County Emergency Communications District Board of Managers.

Mr. Yates advised that this was to consider nominating someone as the City’s representative to the Montgomery County Emergency Communications District Board of

Managers. Mr. Yates said that this is to consider the position held by Vicky Rudy who is in the process of retiring and noted that her term will end September 30, 2018. Mr. Yates said that he was suggesting to City Council that he be nominated. Mr. Yates said that the last two years when this item has come up he has mentioned to the City Council his interest in serving on the Board. Mr. Yates said this would be a two year term. Mr. Yates said that he has experience serving on two previous 9-1-1 Boards. Mr. Yates said that in his experience in city management he has always been over the police department and often over the fire and EMS services, so he believes that he is familiar with the governing, emergency services and citizen needs of what a 9-1-1 function should serve. Mr. Yates said that the meetings are monthly and Mr. Foerster serves as the attorney for the 9-1-1 Board. Mr. Yates said that while everyone understands I think that the time restraints on his primary duty, which is being the City Administrator for the City, he felt that being on the Board would be of worth to the City and is a countywide position that would place the City of Montgomery to a slightly higher position of influence in the County.

Mr. Yates said that in speaking with Mr. Foerster, he has advised that the Board is very well operated and organized and he might not have to spend the 8-10 hours that he had stated in his memo. Jon Bickford asked Mr. Foerster how much time he has to put in to serving the 9-1-1 Board. Mr. Foerster advised typically he reviews the agenda that takes anywhere from 15 minutes to an hour depending on whether there are any city contracts that he has to review. Mr. Foerster said that he attends the Board Meetings that can be every month, but when things are slow it is every other month during lunch. Mr. Foerster said that on slow months he might spend a couple of hours per month on the District, and if there are personnel issues it could be more time consuming. Mr. Foerster said that the Board is composed of a number of individuals who have the same type of background that Mr. Yates has, one being Paul Virgadamo, City Administrator, with the City of Conroe. Mr. Foerster advised that Chip VanSteenberg is the Executive Director for the 9-1-1 Board and is a former City Administrator. Mr. Foerster said that Mr. VanSteenberg is very well organized and at their last meeting he had laid out the entire budget and spend a good deal of time presenting it to the Board and said that there was no additional time required to work on the budget since he had done such a good job. Mr. Foerster said that typically

their revenue typically exceeds their expenses. Mr. Foerster said that one thing that he likes about the 9-1-1 Organization is that it is not a taxing entity, but they will set aside, in their capital reserve, significant amounts of money each year building it up so that every five or six years there is a turnaround of new technology what they call Next Gen 9-1-1 Technology and they just write a check from the account to pay for that. Mr. Foerster said that there will be a budget request submitted this next meeting to have all the cities consider and approve their budget along with the County. Mr. Foerster said that Mr. Yates will get an opportunity to review firsthand the operation of 9-1-1 organization and the budget and so forth and be in a better position to report that back to the City Council.

Jon Bickford asked for a description of the function of the Board, because from what he sees is the 9-1-1 Board oversees all the people that answer the 9-1-1 calls and the technology that they use. Mr. Foerster said that was correct and said that in many counties the 9-1-1 Director that answers to the Board will manage all the call takers, but in this County several years ago, by contract the 9-1-1 Board entered into an agreement with Montgomery County specifically the Sheriff's Department so that the Sheriff's Department call dispatchers also serve as the 9-1-1 call takers. Mr. Foerster said that this makes the process a lot more efficient and the 9-1-1 Board pays for a certain stipend to Montgomery County for their portion of the 9-1-1 call takers. Mr. Foerster said that in effect, Mr. VanSteenberg and the 9-1-1 Board only oversee 10-12 9-1-1 employees, which includes the GIS employees and IT technicians. Mr. Foerster said in his experience under the leadership of Mr. VanSteenberg they have had no personnel issues, which in the previous administrations a lot of his time was spent dealing with personnel issues. Mr. Foerster said that things are going very smoothly with Mr. VanSteenberg as the Executive Director. Jon Bickford said that was good. John Champagne said Mr. VanSteenberg was the City's Finance Director for a while.

Rebecca Huss asked Mr. Yates how far he has gotten in hiring his assistant. Mr. Yates said that he is going through his priority list and he will be getting with the City Secretary to prepare the job description. Rebecca Huss said that she felt that Mr. Yates was already burdened by 50% and this is a day out of the month that he will not be available for City

business. Rebecca Huss said that if he was further along on his assistant she would feel more comfortable with this. Mr. Foerster said that Mr. Yates would be looking at an hour travel to the meeting, and hour at the meeting and an hour returning from the meeting, and the meeting is held during lunch. Mr. Foerster said that Mr. Yates time away will be no more than two hours. Jon Bickford said that he would not want to take away from anyone that wants to do volunteer work, because he has a full time job and also serves on City Council, so he did not see a big difference with this. Mr. Yates said that the tradeoff is the County position that the City would be in and it may help the City.

John Champagne said for the record that he has no doubt Mr. Yates would do very well in this position, and said he would defer if the Council seems like they want him to take on this additional responsibility and he might not vote negative, but he is pretty jealous of Mr. Yate's time so he is not enthused about him taking something else on. John Champagne said that Mr. Yates knows how much he respects him but the fact that he does not have an assistant in place tells him that he has not had time to do it. Mr. Yates said that was basically correct. John Champagne said that now they are going to put another set of responsibilities, which he has no doubt that he would be very good at, he just has a problem with it.

Rebecca Huss said that the City Council needs a public commitment from Mr. Yates on delegation deadlines. John Bickford said that he wants an assistant by the end of September, 2018.

John Champagne said he would nominate Jack Yates, contingent upon him having someone to assist him. Rebecca Huss said that the advertisement be submitted to TML by July 20, 2018, interviews by August 1, 2018.

Jon Bickford moved to nominate Jack Yates to the Montgomery County Emergency Communication District Board. Dave McCorquodale seconded the motion.

Discussion: John Champagne said that he would vote for this motion if the motion was amended that qualified assistant be in place and up to speed prior to Mr. Yates taking the position with 9-1-1. Jon Bickford seconded and accepted the amendment to the motion, the motion carried unanimously. (5-0)

The main motion with the amendment nominating Jack Yates for the Montgomery County Emergency Communication District Board contingent upon a qualified assistant being in place and up to speed prior to Mr. Yates taking the position with 9-1-1. The motion carried unanimously. (5-0)

8. Buffalo Springs Bridge Report by the City Engineer.

Mr. Roznovsky said that there were no photographs today, but they will be sending out a schedule that City Council had requested at the last meeting. Mr. Roznovsky advised that based on the major rain that they have had over the past few days there is an additional delay so it is now looking like it will be sometime in August for the bridge to be completed. Mr. Roznovsky advised that once they receive a final schedule for the bridge they will send that information out to everyone.

Rebecca Huss said that she was interested in the photos that Mr. LeFevre sent, in particular the one photo of the stream gently flowing down his improved area and it seems like the work that he has had done is really working. Mr. Roznovsky advised that most of the additional debris removal was from early on in the project, when the initial pond was being dug out on Mr. LeFevre's land and since it has been done it has been a much quicker recovery for the contractor who is now pumping out water and the amount of silt that is building up has been drastically minimalized. Mr. Roznovsky said that when it rained over the weekend, Monday it was full of water and then it was pumped out and Monday they were able to get the forms up and pour on Tuesday. Rebecca Huss said that it would be fair to point out that since the contractor moved things around in the channel himself could have been responsible for some of the silt that he was having to dig out during the early phases. Rebecca Huss said that at that time the contractor was damming and burning

things himself. Mr. Roznovsky agreed with that statement and said that the contractor is not being compensated for that quantity of work. Rebecca Huss asked if Mr. Roznovsky was able to quantify how much of the silt was coming from the contractor's earth work. Mr. Roznovsky said that by looking at just the time line of when they had the major siltation and using that quantity, not the small ones that have occurred continuously while he is working in the bottom of the channel. Mr. Roznovsky said that the contractor understands that he is not getting paid anything additional outside of that increase for the normal rains that have occurred.

John Champagne asked how often Mr. Roznovsky interfaced with the contractor. Mr. Roznovsky said that he has minimal contact with the contractor, but he has a construction engineer who handles that and talks to them daily. Mr. Roznovsky advised that they would have an onsite meeting with the contractor next week to regroup and see what could be done to improve the process.

EXECUTIVE SESSION:

The City Council reserves the right to discuss any of the items listed specifically under this heading or for any items listed above in executive closed session as permitted by law including if they meet the qualifications in Sections 551.071(consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Government Code of the State of Texas. (There are no items at this time.)

COUNCIL INQUIRY:

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

ADJOURNMENT

Jon Bickford moved to adjourn the meeting at 7:26 p.m. Rebecca Huss seconded the motion, the motion carried unanimously. (3-0)

Submitted by:  Date Approved: _____
Susan Hensley, City Secretary

Mayor Sara Countryman

Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: Escrow Agreement
Date Prepared: July 20, 2018	

Subject

This is to the escrow agreement with Josh Cheatham for Louisa Street Development

Description

This is to improve the standard escrow agreement. Mr. Cheatham has submitted their 5000 our check for payment.

Recommendation

Motion to approve the escrow agreement between the city and Josh Cheatham as part of the Consent Item Agenda.

Approved By

City Administrator	Jack Yates	Date: July 20, 2018
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ESCROW AGREEMENT
BY AND BETWEEN
THE CITY OF MONTGOMERY, TEXAS,
AND
Josh Cheatham
Dev. No. 1809

THE STATE OF TEXAS)'
COUNTY OF MONTGOMERY)

This Escrow Agreement, is made and entered into as of the _____ day _____, 2018 by and between the CITY OF MONTGOMERY, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "City"), and Josh Cheatham, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop a collection of tracts totaling 13.87 acres, sometimes referred to as the Louisa Street Development, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

WHEREAS, the City policy requires the Developer to establish an Escrow Fund with the City to reimburse the City for engineering costs, legal fees, consulting fees and administrative expenses incurred for feasibility study, plan reviews, developer coordination, construction management, inspection services to be provided for during the construction phase, and one-year warranty services.

AGREEMENT

ARTICLE I

SERVICES REQUIRED

Section 1.01 The development of the Louisa Street Development will require the City to utilize its own personnel, its professionals and consultants; and the Escrow Fund will be used to reimburse the City its costs associated with these services.

Section 1.02 In the event other contract services are required related to the development from third parties, payment for such services will be made by the City and reimbursed by the Developer or paid directly by the Developer as the parties may agree.

ARTICLE II

FINANCING AND SERVICES

Section 2.01 All estimated costs and professional fees needed by City shall be financed by Developer. Developer agrees to advance funds to City for the purpose of funding the required Utility and Economic Feasibility Study (“Study”) in the amount of \$5,000.

Section 2.02 Developer agrees to submit payment of the funds for the Utility and Economic Feasibility Study to City no later than ten (10) days after the execution of this Escrow Agreement. No work will begin on the Study until funds have been received and the Study has been authorized by City Council.

Section 2.03 As part of the Study, the estimated additional Escrow Amount will be determined for plan reviews, developer coordination, construction coordination, construction inspection, warranty services, legal expenses, and administrative costs. Developer agrees to submit payment of the Escrow Amount to City no later than thirty (30) days after the acceptance of the

Study by City Council. No work outside of the Study will be performed by or on behalf of the City until the Escrow Amount has been deposited.

Section 2.04 The total amount shown above for the Utility and Economic Feasibility Study and the Escrow Amount determined in the Study is intended to be a "Not to Exceed" amount unless extenuating, unexpected fees are needed. Examples of extenuating circumstances created by the developer that may cause additional fees include, but are not limited to, greater than three plan reviews or drainage analysis reviews; revisions to approved plans; extraordinary number of comments on plans; additional meetings at the request of the developer; variance requests; encroachment agreement requests; construction delays and/or issues; failure to coordinate construction with City; failed testing during construction; failing to address punch list items; and/or excessive warranty repair items. If extenuating circumstances arise, the Developer will be informed, in writing by the City, of the additional deposit amount and explanation of extenuating circumstance. The Developer agrees to tender additional sums within 10 days of receipt of request to cover such costs and expenses. If additional funds are not deposited within 10 days all work by or on behalf of the City will stop until funds are deposited. Any funds which may remain after the completion of the development described in this Escrow Agreement will be refunded to Developer.

ARTICLE III,
MISCELLANEOUS

Section 3.01 City reserves the right to enter into additional contracts with other persons, corporations, or political subdivisions of the State of Texas; provided, however, that City covenants and agrees that it will not so contract with others to an extent as to impair City's ability to perform fully and punctually its obligations under this Escrow Agreement.

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* relied upon to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

Section 3.03 This Escrow Agreement is subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any regulatory agency having jurisdiction.

Section 3.04 No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstance.

Section 3.05 Any notice, communication, request, reply or advice (hereafter referred to as "notice") herein provided or permitted to be given, made, or accepted by either party to the other (except bills) must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective, unless otherwise stated in this Escrow Agreement, from and after the expiration of seven (7) days after it is so deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to City, to:	City Administrator City of Montgomery 101 Old Plantersville Rd. Montgomery, Texas 77356
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If to Developer, to:	Josh Cheatham 14331 Kellywood Lane Houston, Texas 77079
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The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

Section 3.06 This Escrow Agreement shall be subject to change or modification only in writing and with the mutual consent of the governing body of City and the management of Developer.

Section 3.07 This Escrow Agreement shall bind and benefit City and its legal successors and Developer and its legal successors but shall not otherwise be assignable, in whole or in part, by either party except as specifically provided herein between the parties or by supplemental agreement.

Section 3.08 This Escrow Agreement shall be for the sole and exclusive benefit of City and Developer and is not for the benefit of any third party. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing.

Section 3.09 The provisions of this Escrow Agreement are severable, and if any provision or part of this Escrow Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Escrow Agreement and the application of such provision or part of this Escrow Agreement to other person circumstances shall not be affected thereby.

Section 3.10 This Escrow Agreement and any amendments thereto, constitute all the agreements between the parties relative to the subject matter thereof, and may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original.

Section 3.11 This Agreement shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of Texas without regard to the principles of conflict of laws. This Agreement is performable in Montgomery County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement in three (3) copies, each of which shall be deemed to be an original, as of the date and year first written in this Escrow Agreement.

CITY OF MONTGOMERY, TEXAS

By: _____
Sara Countryman, Mayor

ATTEST:

By: _____
Susan Hensley, City Secretary

Josh Cheatham

Developer

By: *Jh Ctr*

Signature

Title: _____

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

BEFORE ME, the undersigned authority, on this day personally appeared Sara Countryman, Mayor of the City of Montgomery, Texas, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2018.

Notary Public, State of Texas

THE STATE OF TEXAS {

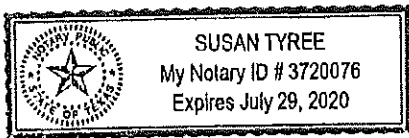
COUNTY OF Harris {

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Josh Cheatham, _____ of Louisa Estates, a development, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated and as the act and deed of said organization.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12th day of July, 2018.

Susan Tyree

Notary Public, State of Texas



Prohibition on Boycotting Israel Verification

This Verification is hereby incorporated into the terms of the contract by and between City of Montgomery and Josh Cheatham entered into this the _____ day of _____, 2018.

1. Josh Cheatham, in conjunction with the execution of the above referenced contract and in accordance with Chapter 2270 of the Texas Government Code, effective September 1, 2017, does hereby agree, confirm, and verify that it:
 - A. Does not Boycott Israel; and
 - B. Will not Boycott Israel during the term of the contract.

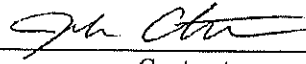
"Boycott Israel" has the meaning given to it in Chapter 808 of Subtitle A, Title 8 of the Texas Government Code. As of the effective date of the statute, the term means "refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action make for ordinary business purposes."

2. Contractor hereby acknowledges and agrees that this verification is a material term of the contract and Owner is expressly relying on this verification in agreeing to enter into the contract with Contractor.
3. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ALL CLAIMS, CAUSES OF ACTION, LEGAL PROCEEDINGS, DAMAGES, COSTS, FEES AND EXPENSES ARISING OUT OF OR RELATED TO AN ACTUAL OR ALLEGED MISREPRESENTATION BY CONTRACTOR PROVIDED HEREUNDER.**

[Signatures on Following Page]

Prohibition on Boycotting Israel Verification [Continued]

Josh Cheatham



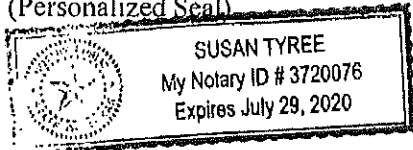
Contractor

State of Texas

County of Harris

Before me, a notary public, on this day personally appeared Josh Cheatham known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained in Paragraph 1A and B are true and correct.

(Personalized Seal)



Notary Public's Signature

Receipt and incorporation into the above referenced contract hereby agreed to and acknowledged by:

Owner

**VENDOR CONTRACTS APPROVED BY CITY COUNCIL
AND/OR IN EXCESS OF ONE MILLION DOLLARS**

Effective January 1, 2016 there is now a requirement for Certificates of Interested Persons (Form 1295) to be filed with the city secretaries and they in turn electronically file notice with the Texas Ethics Commission (TEC).

The TEC website is <https://www.ethics.state.tx.us/tec/1295-Info.htm>

Summary of new law:

1. All contracts that must be approved by the city council must be given a contract tracking number.
2. Vendors or business entities (but not other governmental entities) must be given the Form 1295 and directed to fill it out.
3. The Form 1295 must be signed by an authorized person from the business entity.
4. The Form 1295 must be submitted to the city secretary.
5. The city secretary must in turn electronically file the notice of the Form 1295 to the Texas Ethics Commission at its website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
6. The city secretary must electronically file all such forms within 30 days of the contract approval.
7. Form 1295 will be executed by the Vendor and filed with the City Secretary prior to the Contract being executed.

Vendor Training and Registration

Form 1295:

Step One - Set up Account

For a video detailing how you register your company for the first time with the Texas Ethics Commission go to:

<https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

Step Two - Create Certificate Form 1295

For a video detailing how to create a Form 1295, following registration go to:

<https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

To complete your Form 1295 you will need to obtain a Contract Tracking Number from the City of Montgomery City Secretary at (936) 597-3288 or via email at shensley@ci.montgomery.tx.us.

You will print out your completed Certificate – Form 1295 and have it signed. The Form 1295 will then be submitted to the City of Montgomery City Secretary for acknowledgment of the Certificate.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Josh Cheatham
Houston, TX United States

Certificate Number:
2018-368837

Date Filed:
06/15/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Montgomery, Texas

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
1809
Escrow agreement between Josh Cheatham and the City of Montgomery, Texas for the Louisa Lane project.

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Cheatham, Josh	Houston, TX United States	X	

5 Check only if there is NO interested party.


6 UNSWORN DECLARATION

My name is Josh Cheatham, and my date of birth is 9/30/76

My address is 14331 Kellywood Ln, Houston, TX, 77079, US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TX, on the 10th day of July, 2018
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

C JOSHUA C CHEATHAM
GAYLE'S CHEATHAM

2408

6/12/18 Date

PAY to the Order of City of Montgomery \$ 5,000.00

Five thousand dollars & XX/100 Dollars

For Encum deposit - Louisa

[Signature]

Photo Safe Deposits Debit on back

Holland Clarke COLONIAL CLASSIC

Josh Cheatham

Louisa Subdivision

No agreement yet

Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
	Exhibits: Procurement Policy Applicable To All Procedures Made With Federal Funds policy, Procurement policies directions, Filing system guide
Prepared By: Jack Yates City Administrator	
Date Prepared: July 20, 2018	

Subject

This is a requirement starting October 1, 2018 for procurement policies regarding federal funds. This involves FEMA funds and CDBG funds currently being used by the City.

Description

This is a required policy to be adopted—but it is one that we are Re: following regarding FEMA and CDBG purchases and solicitation of RFPs for engineers. While somewhat complicated, the city by this time is going through the process several times with FEMA and CDBG processes to where we have learned and are using these procedures. So, there is nothing unexpected or surprising or onerous to the staff.

Recommendation

Motion to approve the procurement policy is as provided as part of the Consent Item Agenda.

Approved By

City Administrator	Jack Yates	Date: July 20, 2018
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CITY OF MONTGOMERY, TEXAS
PROCUREMENT POLICY APPLICABLE TO ALL PROCUREMENTS MADE WITH
FEDERAL FUNDS

Adopted: _____

PREAMBLE

All procurements made by the CITY OF MONTGOMERY (“CITY”) involving the expenditure of Federal funds must be conducted in accordance with the procedures set forth in this Policy. This Policy is in accord with all applicable Federal, State, and local government statutes and regulations, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. §§ 200.317 to 200.326.

It is the policy of the CITY to conduct all procurements in the highest ethical manner, and in accordance with all applicable laws and regulations. To the extent required by law and regulation, and the maximum extent practical, CITY will conduct all procurement transactions in a manner providing full and open competition, consistent with the standards set forth 2 C.F.R. § 200.319.

Subject to specified cost thresholds and documented delegation of authority, all procurements will be reviewed by **CITY ADMINISTRATOR** to ensure compliance with this Policy.

I. SOLICITATIONS

Procurements subject to this Policy will be made on the basis of a written solicitation, after careful consideration by CITY Staff (with, as applicable, the support of a selection committee) of the needs of CITY and available resources. The written procedures in this Policy are intended to ensure that all solicitations meet the following Federal requirements as well as contracting best practices.

A. Clear Description

The solicitation must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. This description should include a written statement of work. 2 C.F.R. § 200.319(c)(1).

B. Nonrestrictive Specification

The description of the technical requirements must not contain features that unduly restrict competition. 2C.F.R. § 200.319(c)(1).

C. Qualitative Requirements

The description of the technical requirements may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. 2 C.F.R. § 200.319(c)(1). Product specifications should be limited to essential specifications only.

a. Brand Name or Equal

When it is impractical or uneconomical to write a clear and accurate description of the technical requirements of the property or services to be acquired, “brand name

or equal” descriptions may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors must be clearly stated. The need for a “brand name or equal” specification should be documented.

b. **Preference for Performance Specifications**

Product or service specifications based on performance, rather than designed specifications, are preferred. A performance specification describes an end result, an objective, or standard to be achieved, and leaves the determination of how to reach the result to the contractor. Performance specifications describe *what* the product should be able to do or the services to accomplish, without imposing unnecessarily detailed requirements on *how* to accomplish the tasks.

D. Requirements

The solicitation must identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. 2 C.F.R. §200.319(c)(2). All solicitations for competitive proposals must notify offerors that the CITY reserves the right to award to other than the lowest-priced offeror. Generally, CITY will make a best value determination, balancing cost against technical merits, in awarding competitive contracts.

E. Type of Federal Funding

The solicitation must acknowledge the source of the Federal funding for the contract, in compliance with the terms of its financial assistance award.

- a. The solicitation should inform prospective contractors that they will need to comply with all applicable Federal Laws, regulations, Executive Orders and requirements affecting the procurement. As appropriate, specific flow-down requirements may be included in the solicitation itself, in any resulting contract, or incorporated by reference.

F. Contract Type

The solicitation should state the type of contract that will be awarded.

a. **Fixed Price**

A fixed price contract provides for a firm price that remains irrespective of the contractor’s actual cost of performing the scope of work under the contract. The risk of performing the work, at the fixed price, is borne by the contractor. Fixed price contracts may include an economic price adjustment, incentives, or both.

b. **Cost Reimbursement**

Cost-reimbursement type contracts provide for payment of certain incurred costs to the extent provided in the contract. They normally provide for the reimbursement of the contractor for its reasonable, allocable, actual, and allowable costs, with an agreed-upon fee. There is a limit to the costs that a contractor may incur at the time of contract award, and the contractor may not exceed those costs without CITY’s prior approval. Cost allowability is determined by Federal regulations. There are many varieties of cost-reimbursement contracts, such as cost-plus-fixed-fee, cost-plus-incentive-fee, and cost-plus-award-fee. Because CITY incurs more risk in a cost reimbursement contract, these types of contracts should only be entered into after a careful analysis of the benefits compared to other contract types.

c. **Time and Materials Contracts**

A time and materials type contract is a contract whose cost to the CITY is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. 2C.F.R. § 200.318(j)(1)(i) and (ii). This type of contract is used if no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.

d. **Cost Plus Percentage of Cost**

The use of cost plus percentage of cost and cost plus a percentage of construction cost methods of contracting are prohibited.

G. Prohibitions

Certain provision that unduly restrict competition are prohibited. 2 C.F.R. § 200.319(a). The following are some examples of these prohibited provisions. Note that the provisions described below are not prohibited when they are improper or excessive. For example, some qualifications and experience may be required for a particular type of contract; only “excessive” or “unnecessary” requirements are not allowed:

a. **Excessive Qualifications**

Placing unreasonable requirements on firms in order for them to qualify to do business. 2 C.F.R. § 200.319(a)(1).

b. **Unnecessary Experience**

Requiring unnecessary experience. 2 C.F.R. § 200.319(a)(2).

c. **Unnecessary Bonding**

Requiring excessive bonding. 2 C.F.R. § 200.319(a)(2).

d. **Improper Qualification**

Using improper prequalification procedures that conflict with 2 C.F.R. § 200.319(d).

e. **Retainer Contract**

Making a noncompetitive solicitation only to a person or firm on retainer contract where that award is not for property or services specified for delivery under the scope of work of the retainer contract. 2 C.F.R. § 200.319(a)(4).

f. **In-State, Local, or Tribal Geographic Preferences**

Imposing prohibited in-state, local, or tribal geographic preferences that conflict with 2 C.F.R. 200.319(b).

g. **Organizational Conflicts of Interest**

Allowing entities to submit bids or proposals in response to the solicitation where there would be a prohibited organizational conflict of interest. 2 C.F.R. §200.319(a)(5).

II. METHODS FOR PROCUREMENT

Procurements shall be made using one of the following methods: (A) Micro-Purchases (B) Small Purchase procedures, (C) Competitive sealed bids, (D) Competitive negotiations, (E) Non-competitive negotiation. All procurements shall be made in accordance with these procedures.

A. Micro-Purchases

Purchases below the Simplified Acquisition Threshold may be awarded without soliciting competitive proposals if CITY considers the price to be reasonable. Efforts will be made to get the lowest and best price, but written records of such efforts are not necessary. Procurements may not be disaggregated for the purpose of falling below the Micro-Purchase threshold.

B. Small Purchases

Purchases of supplies, equipment and services which cost below \$50,000 require written supplier estimates but no formal is required. CITY will solicit a verbal or written response from at least three (3) vendors and will document why the vendor was selected if it is not the lowest priced offeror. If no such responses are available, a statement explaining the procurement will be prepared and filed.

C. Competitive Sealed Bids

The use of sealed bids will be employed when detailed specifications for the goods or services to be procured can be prepared and the primary basis for award is cost. When the cost of a contract, lease or other agreement for materials, supplies, equipment or contractual services, other than those personal (procuring the services of an individual for staff augmentation services) or professional (provided by a degreed, licensed professional, principally engineering, accounting, and legal services), exceeds \$50,000, an Invitation for Bids ("IFB") notice will generally be prepared. This notice will be published in the CITY'S newspaper of record and/or such other places as the CITY deems appropriate. This notice will appear at least fourteen (14) days before the due date for bid proposals. CITY may also solicit sealed bids from responsible prospective suppliers by sending them a copy of such notice. To the extent possible, CITY Staff is encouraged to maintain an open Bidders List.

The IFB will include a complete, accurate and realistic specification and description of the goods or services to be procured, any required bid deposit, the amount of a payment bond and bond performance required (if applicable), the location where bid forms and specifications may be secured, the time and place for opening bids, and whether the bid award will be made on the basis of the lowest price or the lowest evaluated price. If the lowest evaluated price is used, the measurable criteria to be used must be stated in the IFB.

Sealed bids will be opened in public at the time and place stated in the IFB. The bids will be tabulated by the TABULATOR at the time of bid opening. The results of the tabulation and the bid procurements will be examined for accuracy and completeness by the EXAMINER who will make recommendations to the CITY. In addition, the CITY shall determine that all firms are responsive and responsible. The CITY will make the decision as to whom the contract shall be awarded. After the bid award is made by the CITY, a contract will be prepared for execution by the successful bidder. After the contract is signed, all bid deposits will be returned to all unsuccessful bidders.

CITY may cancel an Invitation for Bid or reject all bids if it is determined that such is in the best interests of CITY. Bidders will be notified in writing of such cancellation or rejection. CITY may allow a vendor to withdraw a bid if requested at any time prior

to the bid opening. Bids received after the time set for bid opening shall be returned to the vendor unopened. Bids which do not accept all terms and conditions of the IFB shall be deemed to be non-responsive and will be rejected. Any changes to the bidding terms and conditions shall be communicated to all bidders, and all bidders will have an equal chance to submit a bid responsive to those changed terms and conditions.

D. Competitive Negotiations

CITY will use competitive negotiations, regardless of contract amount, upon a written determination that either of the following conditions apply:

- a. Specifications cannot be made specific enough to permit the award of a bid on the basis of either the lowest bid or the lowest evaluated bid price (in other words, sealed bidding is not feasible); or
- b. The services to be procured are professional (provided by a degreed, licensed professional, principally engineering, accounting, and legal services) in nature.

Competitive negotiations will proceed as follows:

1. Proposals will be solicited through advertisement in the CITY'S newspaper of record and/or such other places as the CITY deems appropriate; additionally, a Request for Proposal (RFP) may be prepared and mailed, emailed, or faxed to qualified vendors. . The RFP will describe services needed and identify the factors to be considered in the evaluation of proposals and the relative weights assigned to each selection factor. The RFP will also state where further details regarding the RFP may be obtained. The RFP will call attention to the applicable regulations. Requests for proposals will always include cost as a selection factor.
2. Award must be made to the offeror whose proposal is determined in writing by the CITY to be the most advantageous to CITY with price and other factors considered. This evaluation and award process contemplates a balancing of cost and technical merit in arriving at a determination as to which proposal provides the best value to the CITY. Evaluations must be based on the factors set forth in the Request for Proposal and a written evaluation of each response prepared. The selection committee may contact the firms regarding their proposals for the purpose of clarification and record in writing the nature of the clarification. If it is determined that no acceptable proposal has been submitted, all proposals may be rejected. New proposals may be solicited on the same or revised terms or the procurement may be abandoned.

For the procurement of certain professional services, an alternative to RFPs may be used. CITY may publish a Request for Qualifications. RFQ's are handled in a similar method to RFP's with the exception that cost is not a factor in the initial evaluation. The selection committee will evaluate the responses and rank them by comparative qualifications. The highest scoring person or firm will be contacted and the CITY will negotiate cost. If the CITY is unable to negotiate a satisfactory cost arrangement, the second highest scoring person or firm will be invited to negotiate. The CITY will maintain a written record of all such negotiations.

E. Noncompetitive Negotiations

The CITY requires competitive bids for purchases of goods or services including consulting services) over \$50,000; however, some exceptions apply.

In some circumstances, when competition cannot be obtained or the situation necessitates the required number of competitive bids to be reduced, a Sole Source or Reduction Justification Form must be submitted. The following information is a guide for requesting the waiver or reduction of competitive bids on RFPs for goods or services greater than \$50,000. CITY may purchase goods and services through non-competitive negotiations when it is determined in writing by the CITY that competitive negotiation or bidding is not feasible and that:

1. SOLE SOURCE DEFINITION AND CRITERIA

A single supplier that is exclusively capable of meeting the CITY's requirements within the time available, including emergency and other situations, which preclude conventional planning and processing. These situations include:

- a. **One-of-a-Kind/Specialized** – the commodity or service has no competitive product or must meet specialized seaport, boat or marine requirements, or specialized professional or technical services, and is available from only one supplier.
- b. **Compatibility** – the commodity or service must match an existing brand of equipment for compatibility and is available from only one vendor.
- c. **Replacement Part** – the commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.
- d. **Delivery Date** – only one supplier can meet necessary delivery requirements.
- e. **Emergency** – URGENT NEED for the item or service does not permit soliciting competitive bids; including purchases needed to address major facility failures, damages due to disasters, or purchases necessary to address immediate safety and security issues.
- f. Only one satisfactory proposal is received through RFP or RFQ
- g. The Federal or State awarding agency has authorized the particular type of noncompetitive negotiation.

Procurement by noncompetitive negotiation requires the strictest attention to the observation of impartiality toward all suppliers. The CITY must approve all procurements by non-competitive negotiation when only one supplier is involved or only one bid or response to an RFP/RFQ is received.

- F. Bids will be accepted only from those contractors who have a proven record of ability to successfully complete the scope of work being bid. References will be requested along with the contractor's bid proposal. Any contractors submitting a bid must produce (along with his/her bid documents) written proof of liability insurance and worker's compensation coverage. Consideration will be given to such matters as

contractor integrity, compliance with public policy, record of past performance and financial and technical resources in awarding contracts.

III. CONTRACTS

Generally, all procurement in excess of the Simplified Acquisition Threshold will be memorialized and supported by a written contract. Where it is not feasible or is impractical to prepare a contract, a written finding to this effect will be prepared and some form of documentation regarding the transaction will also be prepared.

- A. All contracts will contain language which allows the CITY the opportunity to cancel any contract for cause. Said cause shall include (but not be limited to) demonstrated lack of ability to perform the work specified, unwillingness to complete the work in a timely fashion, cancellation of liability insurance or worker's compensation, failure to pay suppliers or workers, unsafe working conditions caused by the contractor, failure to comply with Davis-Bacon wage laws (where applicable), failure to keep accurate and timely records of the job, or failure to make those records available to the CITY (on request) or any other documented matter which could cause a hardship for the CITY if a claim should arise or the work not be completed on schedule at the specified cost.
- B. All contracts will contain a termination for convenience provision, which allows the CITY to cancel the contract without fault on the part of the contractor. In the event of a termination for convenience, the contractor will receive reimbursement and/or pro-rata payment for costs and work done until the point of termination, but not anticipated profits on the work that was cancelled. The termination provision will specify the procedures for the contractor to submit a claim for termination costs.
- C. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. § 60-1.3 must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth in 2 C.F.R. §200.326. These provisions will be provided to all bidders

IV. DOCUMENTATION

All source documents supporting any given transaction (receipts, purchase orders, invoices, RFP/RFQ data and bid materials) will be retained and filed in an appropriate manner. Where feasible, source documents pertinent to each individual procurement shall be separately filed and maintained. Where it is not feasible to maintain individual procurement files, source documents will be filed and maintained in a reasonable manner (examples include chronologically, by vendor, by type of procurement, etc.). Whatever form of documentation and filing is employed, the purpose of this section is to ensure that a clear and consistent audit trail is established. At a minimum, source document data must be sufficient to establish the basis for selection, basis for cost, (including the issue of reasonableness of cost), rationale for method of procurement and selection of contract type, and basis for payment.

V. LOCALLY OWNED, MINORITY-OWNED, FEMALE-OWNED AND SMALL BUSINESSES

All necessary affirmative steps will be taken and documented to solicit participation of small and minority businesses, women's business enterprises, and labor surplus area firms. Where possible and feasible, delivery schedules will be established and work will be subdivided to maximize participation by small businesses or minority- or women-owned businesses. Subdivided components will be bid as a separate contract. A list of locally owned, minority-owned, female-owned, and small businesses and also minority businesses located within the trade region shall be used when issuing IFBs, RFPs and RFQs. This list shall also be consulted when making small purchases. CITY will use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce when appropriate. The successful bidder will be required to use these same criteria in selection of suppliers and subcontractors whenever possible.

VI. CODE OF CONDUCT

A. Conflict Of Interest

No CITY member, employee, consultant, elected official, appointed official or designated agent of CITY will take part or have an interest in the award of any procurement transaction if a conflict of interest, real or apparent, exists. A conflict of interest occurs when the official, employee or designated agent of CITY, partners of such individuals, immediate family members, or an organization which employs or intends to employ any of the above has a financial or other interest in any of the competing firms, or will otherwise benefit financially or otherwise from a contract award.

No CITY member, employee or designated agent of CITY may acquire a financial interest in or benefit in any way from any activity which uses any Federal funding, nor shall they have any interest in any contract, subcontract or agreement for themselves or any family members.

NOTE: These rules apply to all named parties and shall be effective for the period of service and for one year after leaving said position (or office, in the case of elected officials).

B. Acceptance of Gratuities

No CITY member, employee or designated agent of CITY shall solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, subcontractors or potential subcontractors.

C. Penalties

Any CITY member, employee or designated agent of CITY who knowingly and deliberately violates the provisions of this code will be open to civil suit by CITY without the legal protection of CITY. Furthermore, such a violation of these procurement standards is grounds for dismissal by CITY (if an employee) or such sanctions as available under the law (if an elected official).

Any contractor or potential contractor who knowingly and deliberately violates the provisions of these procurement standards will be barred from future transactions with CITY.

VII. ADDITIONAL PROVISIONS

CITY Federally funded contracts are subject to a variety of required of statutes, regulations, and contract clauses. While it is the responsibility of bidders and offerors to be aware of and comply with those requirements, CITY staff shall include applicable requirements in all CITY contracts to the maximum extent possible, either in full text, via addendum or attachment, or by reference. The list below is not exhaustive, and other provisions may apply based on the type of work being performed and the dollar amount of the contract. The provisions below are common to many covered contracts:

A. Labor and Employment Laws and Regulations

A variety of construction and non-construction labor and employment laws and regulations are required as a condition of CITY's Federal funding. These are assembled at 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, and include provisions related to Equal Employment Opportunity, Prevailing Wages, Anti-Kickback provisions, Overtime and Work Safety requirements, and a variety of whistleblower protections. In dealing with all potential bidders and offerors, CITY Staff should ensure that the applicable requirements are included in all solicitations and contracts. To the extent possible, CITY Staff should highlight these requirements to bidders and offerors unfamiliar with or inexperienced in Federally funded projects.

B. Rights to Inventions Made Under a Grant or Contract

If a contract awarded by CITY may result in the creation of protectable intellectual property, including a patentable invention, copyrighted material, trade secret or technical data, or any other invention or discovery, the requirements of 37 CFR § 401 may apply.

C. Environmental Regulations

Contracts over \$150,000 require the contractor to comply with Clean Air Act and Federal Water Pollution Control Act. Specific provisions and requirements are set forth in 2 C.F.R. Part 200, Appendix II.

D. Contracting with Suspended or Debarred Persons or Entities

CITY shall not enter into any agreement with any person or entity subject to Federal Debarment or suspension, nor consent to a subcontract with any such person or entity. A list of all such persons or entities can be found at www.sam.gov. CITY should obtain written certification from all contractors that they are not suspended or debarred from federal procurements.

E. Byrd Anti-Lobbying Amendment

The following provision should be included in each contract over \$100,000 (Federal Byrd threshold):

"Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

Adopted by the CITY this ____ day of _____, 2017.

(NAME)

(TITLE)

Procurement Policies and Procedures for Federal Grants

Policies

1. Those closely involved in the establishment of the written selection criteria and selection shall have no potential conflicts of interest with any of the individuals, firms, or agencies under review (e.g., family relationships, close friendships, business dealings). Any person who might potentially receive benefits from grant-assisted activities may not participate in the decision-making process. Nepotism and conflict of interest regulations can be found in the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, and 2 CFR 200.318(c)(1).
2. All procurement transactions will be conducted in a manner providing full and open competition.
 - a. No unreasonable requirements are placed on firms in order for them to qualify.
 - b. No unnecessary experience or excessive bonding required.
 - c. Noncompetitive pricing practices between firms or between affiliated companies is disallowed.
 - d. Noncompetitive contracts are disallowed except for when there is an approved exception
 - e. No organizational conflicts of interest
 - f. If a "brand name" product is specified, an equal or like product is acceptable.
 - g. A vendor that intends to respond to the Request for Proposals, Request for Qualifications and/or Invitation for Bid may not participate in the development or drafting of specifications, requirements, statements of work, or invitations for bids or requests for proposals, including, but not limited to, the development of the scoring criteria, the final selection of firms to be contacted, or the scoring of proposals.
3. All procurement transactions shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured.
4. All procurement transactions shall identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals
5. If the City/County uses a prequalified list when acquiring goods or services, the City/County will ensure the list is updated regularly, provides enough qualified sources to ensure maximum open and free competition.
6. All procurement transactions must conform to applicable local, state, and federal laws and regulations.
7. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Procedures

Procurement Cycle Steps

Need Defined—City/County department submits request and specifications.

Procurement Method Selected—Based on type and estimated cost of good/service as well as purchasing authority, purchaser* determines the procurement method that will result in a best value acquisition for the city/county.

Solicitation— City/County creates the appropriate solicitation document, with terms and conditions and evaluation criteria clearly defined, and notifies vendor sources for an informal or formal bid process.

Receipt of Bids and Responses to Solicitation—Vendors submit their response to the solicitation.

Evaluation and Awards— City/County review the responses from vendors, determine compliance with the solicitation and make an award recommendation based on the pre-defined best value criteria.

*These functions will be completed by the person(s) designated by the County Judge is designated as the purchaser for City/County purchases.

The City/County will use one of the following five methods of procurement described at 2 CFR Section 200.320: (1) procurement by micro-purchases, (2) procurement by small purchase procedures, (3) procurement by sealed bids, (4) procurement by competitive proposals, or (5) procurement by noncompetitive proposals.

1. Simplified Acquisition Procedures for Purchases Below Micro-Purchase Threshold

For purposes of this section, the micro-purchase threshold is \$3,000.

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the City/County must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

2. Small Purchase

Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

For service contracts that are under the small purchase threshold and do not fall under professional services as defined in Section 2254.002(2) of Local Government Code, the City/County may receive quotes and award the contract to any reasonable and responsible bidder. The local governing body has the final authority to award contracts.

3. Construction and Materials Contracts

In order for sealed bidding to be feasible, the following conditions should be present:

- a. A complete, adequate, and realistic specification or purchase description is available;
- b. Two or more responsible bidders are willing and able to compete effectively for the business; and
- c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- a. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

- b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- c. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- e. Any or all bids may be rejected if there is a sound documented reason.

4. Professional Services Contracts

This method is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- b. Proposals must be solicited from an adequate number of qualified sources;
- c. The City/County must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- e. The City/County may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

5. Noncompetitive Proposals

This method may be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request; or
- d. After solicitation of a number of sources, competition is determined inadequate.

FILING SYSTEM GUIDE

(NOTE: Grant files should be kept at city hall or county courthouse. List is not all inclusive.)

APPLICATION FILE

- Grant Recipient's Application
- Public Hearing Information
- Surveys and Tabulation/Other Beneficiary Data
- Responses to CDBG Requests for Additional Information

CONTRACT FILE

- TDA Contract Award Letter
- Executed Contract
- Amendment Requests/Resolution
- Executed Amendments
- Approved Performance Statement Modification Letters
- Approved Budget Modification Letters

FINANCIAL MANAGEMENT FILE

- Designated Depository/Authorized Signatory Form
- Audit Report demonstrating financial capacity
- Direct Deposit Authorization Form *(if applicable)*
- Copy of Transaction Register/Accounting Records for CDBG funds and Local Matching funds
- Documentation of Drawdown Transactions – Purchase Vouchers, Request Summaries, and all supporting documentation *(i.e. invoices, personnel/equipment/material records, etc.)*.
- Source Documentation to support the receipt and disbursement of CDBG and local matching funds *(i.e. cancelled checks, deposit slips, monthly bank statements, bank account reconciliation records, etc.)*.
- Register to document local commitment of funds
- Funding Awards other than TxCDBG

ENVIRONMENTAL REVIEW FILE

- Environmental Review Record/Assessment
- Public Notices/Publisher's Affidavit
- Coordination Letters to/from other Agencies
- Public Comments
- Request for Release of Funds/Certification Form
- TDA's Environmental Clearance Letter
- Documentation of Compliance with other applicable laws/authorities
- Flood Plain Maps/EO 11988 Compliance *(if applicable)*
- Texas Historical Commission Notification and Response Letters

PROCUREMENT OF PROFESSIONAL SERVICES / ADMINISTRATION SERVICES

- Rationale for the method of procurement
- Evidence of affirmative steps taken to assure participation by small/minority businesses
- Basis for the cost or price
- Requests for Proposal/Advertisements
- Requests for Proposal Package
- Written Selection Criteria
- Copies of all letters and advertisements requesting proposals/return receipts
- Proposals received
- Vendor approval through SAM
- Professional services / Administration Services contracts
- Minutes/Resolution awarding contracts

REPORTS

- Quarterly Report
- Financial Interest Reports
- *Section 3 Annual Reports*

REAL PROPERTY ACQUISITION

- Preliminary Acquisition Notice
- Invitation to Accompany Appraiser
- Appraisal Reports
- Statement of Just Compensation
- Offer to Purchase
- Contract of Sale (*deed, title, etc.*)
- Statement of Settlement Costs
- Warranty Deed/Right-of-Way Agreements
- Receipt for Purchase Price
- Public Solicitation Notice (*if voluntary*)
- Internal Valuation Reports (*if donations*)
- Waivers of Right to Just Compensation (*if donations*)
- Notice of Intent Not to Acquire (*if acquisition terminated*)
- Documentation of Appeals/Resolution (*if applicable*)
- Documentation for Exempt Acquisition Activities (*see Chapter 6*)
- Evidence of Acquisition of All Needed Easements/R.O.W./Real Property
- Acquisition Reports

PUBLIC WORKS CONSTRUCTION (*for EACH construction contract*)

- Final architectural/engineering design plans and specifications (*and cost estimates*)
- TCEQ/Other Clearance Letters
- Appointment of Labor Standards Officer Resolution
- Wage Rate Determination /Wage Decision
- Price or rate quotations for small purchases
- Evidence of analysis of lease vs. purchase alternatives (*when applicable*)
- Evidence of equitable distribution of purchases among suppliers for Bid/Contract Documents
- Bid Advertisements
- Ten Day Confirmation Form
- Bid Tabulation
- Vendor approval through SAM
- Evidence of bidders' receipt of addenda (*if applicable*)
- Financial Interest Report Evidence of council/commissioner's court award of construction contracts
- Executed Construction Contract Documents
- Payment/Performance Bonding Documentation
- Notice/Minutes of Pre-construction Conference/Contract Award
- Labor Standards Record
- Approved Change Orders
- Additional Classification Requests/Approval (*if applicable*)
- Weekly Payroll Records (*initialed/dated by LSO*)
- Monthly Employee Interviews
- Monitoring and Inspection (*Interim and Final*) Reports
- Certificate of Construction Completion
- Final Wage Compliance Report
- Recovered Materials

FORCE ACCOUNT LABOR (*if applicable*)

- Force Account Labor Payroll Records (*if applicable*)
- Force Account Equipment Use Time Sheets/Rate Records
- Invoices/Justification of Equipment, Fuel and Repairs (*non FEMA*)
- Payroll Records for local staff administering the CDBG program

- Procurement Policy/Rationale for Method of Procurement
- Price or Rate Quotations for Small Purchases
- Evidence of Analysis of Lease or Purchase Alternatives *(if applicable)*
- Method of Procurement utilized for equipment *(lease/rental/purchase)*
- Method of Procurement utilized for materials

EQUAL EMPLOYMENT OPPORTUNITY/FAIR HOUSING

- Civil Rights Officer Appointment
- Complaints *(if any)* and action taken to notify TDA or HUD
- Citizen Participation Plan including Grievance Procedures
- Personnel Policies/Handbook
- Equal Opportunity Provisions
- Contractor Certification of Equal Opportunity Compliance
- Sample Advertisements for Employment
- Section 3 Plan or its equivalent
- Contractor Certification of Section 3 Compliance
- Excessive Force policy
- Section 504 (If more than 15 employees) Self-Evaluation Review Form
- Section 504 (If more than 15 employees) Newspaper Publication *(if applicable)*
- Section 504 (If more than 15 employees) Grievance Procedures and CRO appointed *(if applicable)*
- Documentation of Fair Housing Activities
- LEP Plan
- Civil Rights Resolution(s)

CLOSEOUT

- Project Completion Report (PCR)
- Evidence of the Final Public Hearing
- Map of actual construction locations
- Evidence of benefit *(if applicable)*
- *Section 3 Annual Report (Final) (if applicable)*
- TDA Administratively Closed Letter
- TDA Audit Closeout Letter

AUDIT

- Audit Report
- All Documentation Regarding Response to Audit Report/Audit Compliance Letters

Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: Additional pages to the audit for the single audit involvement,
Date Prepared: July 20, 2018	

Subject

This is an amendment to the previous audit of the city due to the requirement of a additional "Single Audit" \$350,000 of federal grant funds in the fiscal year of 2016-17. Also submitted is a newly issued Required Auditor Disclosure Letter

Description

This is a requirement to perform a "single audit" when the city receives more than \$350,000 in federal funds during a fiscal year. The additional cost was \$8,000. (negotiated down from an initial estimate of \$13,000). I would have expected a \$6,000 cost for the "single audit" if it had been accomplished as part of the original audit.

Recommendation

Motion to approve the amended audit as provided as part of the Consent Item Agenda.

Approved By

City Administrator

Jack Yates

Date: July 20, 2018

SINGLE AUDIT REPORTS
DRAFT
CITY OF
MONTGOMERY, TEXAS

For the Year Ended
September 30, 2017

CITY OF MONTGOMERY, TEXAS
SINGLE AUDIT REPORTS
September 30, 2017

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

July 17, 2018

To the Honorable Mayor and
City Council Members of the
City of Montgomery, Texas:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Montgomery, Texas (the "City"), as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated July 17, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs that we consider to be a significant deficiency. We

consider the deficiency 2017-001 described in the accompanying schedule of findings and questioned costs to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City's Response to Findings

The City's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

DRAFT
B. HARRIS PECHACEK, C.P.A.
Bert Harris Pechacek, L.L.L.P.

Certified Public Accountants
Houston, Texas

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON
INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE, AND
THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

July 17, 2018

To the Honorable Mayor and
City Council Members of the
City of Montgomery, Texas:

Report on Compliance for Each Major Federal Program

We have audited the City of Montgomery, Texas' (the "City") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2017. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2017.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We have issued our report thereon dated July 17, 2018, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule

of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

DRAFT
BELT HARRIS PECHACEK, LLP

Belt Harris Pechacek, LLLP
Certified Public Accountants
Houston, Texas

CITY OF MONTGOMERY, TEXAS
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
For the Year Ended September 30, 2017

No prior findings.

CITY OF MONTGOMERY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended September 30, 2017

A. SUMMARY OF AUDIT RESULTS

1. The auditors' report expresses an unmodified opinion on the basic financial statements of the City of Montgomery, Texas.
2. A material weakness in internal control was not disclosed by the audit of the financial statements.
3. A significant deficiency in internal control was disclosed by the audit of the financial statements.
4. No instances of noncompliance material to the basic financial statements were disclosed during the audit.
5. No significant deficiencies in internal control over major federal award programs were disclosed by the audit.
6. The auditors' report on compliance for the major federal award programs expresses an unmodified opinion.
7. No audit findings relative to the major federal award programs for the City are reported.
8. The programs included as major programs are:

<u>Program Title</u>	<u>CFDA</u>
Texas Community Development Block Grant	14.228

9. The threshold for distinguishing Type A and B programs was \$750,000.
10. The City did not qualify as a low-risk auditee in the context of the Uniform Guidance.

B. FINDINGS -- BASIC FINANCIAL STATEMENTS AUDIT

Significant Deficiency

2017-001. RECONCILIATION PROCESS FOR GRANT FUNDS

Criteria

Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) requires that the schedule of expenditures of federal awards (SEFA) includes total federal awards expended for the period covered in the financial statements.

Condition

Several differences were noted between the expenditures reported on the SEFA for the CDBG grant fund and expenditures reported on the general ledger. In addition, federal revenue in the CDBG grant fund did not reconcile to the federal expenditures reported in that fund nor on the SEFA.

CITY OF MONTGOMERY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended September 30, 2017

Effect

Variances between the City's SEFA and grantor's records could result in significant additional time for management, grantor, and outside professionals to resolve differences.

Cause

The grant year end and fiscal year end are different; therefore, revenue/expenditures for multiple grant years fall into one accounting fiscal year requiring extra attention to reporting in accordance with the grantor's requirements.

Recommendation

The City should closely monitor the federal expenditures and revenue recorded by fund in the general ledger, as well as the amounts reported on the SEFA. A formal reconciliation between the general ledger and SEFA should be part of the annual closing process.

Management's Corrective Action Plan

Management concurs with the recommendation and plans to continue to improve its processes in reporting grant expenditures on the SEFA.

C. FINDINGS – FEDERAL AWARDS

None

CITY OF MONTGOMERY, TEXAS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended September 30, 2017

Department/Pass-Through Agency/Program Name	Program/Grant/ Project Number	CFDA Number	Expenditures
U.S. DEPARTMENT OF JUSTICE			
<i>Pass-through Texas Department of Public Safety</i>			
Bulletproof Vest Partnership Program	N/A	16.607	\$ 2,302
Total U.S. Department of Justice			<u>2,302</u>
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
<i>Pass-through Texas Department of Agriculture</i>			
Texas Community Development Block Grant	7215102	14.228	678,942
Texas Community Development Block Grant	7215112	14.228	283,545
Total U.S. Department of Housing and Urban Development			<u>962,487</u>
U.S. DEPARTMENT OF HOMELAND SECURITY			
<i>Pass-Through Texas Department of Public Safety's Division of Emergency Management</i>			
Disaster Reimbursement	FEMA-4272-DR-TX	97.024	92,797
Total U.S. Department of Homeland Security			<u>92,797</u>
Total Federal Expenditures			<u>\$ 1,057,586</u>

CITY OF MONTGOMERY, TEXAS

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended September 30, 2017

1. REPORTING ENTITY

The accompanying schedule of expenditures of federal awards presents the activity of all federal financial assistance programs of the City of Montgomery, Texas.

2. BASIS OF ACCOUNTING

The accompanying schedule of expenditures of federal awards is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

3. INDIRECT COST RATE

The City has elected not to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

Client: *City of Montgomery*
 Engagement: *Montgomery 09/30/17*
 Period Ending: *9/30/2017*
 Trial Balance: *2.2.01 - TB*
 Workpaper: *2.5.06 - AJE Report*

<u>Account</u>	<u>Description</u>	<u>W/P Ref</u>	<u>Debit</u>	<u>Credit</u>
Adjusting Journal Entries JE # 1				
To correct fund balance and due to state comptroller account.				
001-00-13900	Unassigned Fund Balance		59,420.00	
001-00-13081	Due to State Comptroller			59,420.00
Total			<u><u>59,420.00</u></u>	<u><u>59,420.00</u></u>
Adjusting Journal Entries JE # 2				
To accrue mixed beverage taxes receivable at 9/30 and adjust mixed beverage tax.				
001-00-11504	A/R Mixed Beverage Tax		2,125.05	
001-00-14103	Beverage Tax		280.00	
001-00-14103	Beverage Tax			2,125.05
001-00-15380	Unanticipated Income			280.00
Total			<u><u>2,405.05</u></u>	<u><u>2,405.05</u></u>
Adjusting Journal Entries JE # 3				
To correct fund balance to actual.				
001-00-13900	Unassigned Fund Balance		3,550.00	
001-00-15380	Unanticipated Income			3,550.00
Total			<u><u>3,550.00</u></u>	<u><u>3,550.00</u></u>
Adjusting Journal Entries JE # 4				
To correct fund balance to actual.				
002-00-23900	Retained Earnings		691.00	
002-00-25000	Other Revenues			691.00
Total			<u><u>691.00</u></u>	<u><u>691.00</u></u>
Adjusting Journal Entries JE # 5				
To record compensated absences for water, sewer, and sanitation fund.				
002-26600	Wages		6,707.40	
002-00-22700.2	Vacation			6,707.40
Total			<u><u>6,707.40</u></u>	<u><u>6,707.40</u></u>
Adjusting Journal Entries JE # 6				
To record TMRS pension deferred inflows, outflows, net pension asset, and pension expense activity.				
002-00-21900	Deferred outflows-contributions		1,217.84	
002-00-22906	Deferred Outflows - Assumption changes		933.24	
002-26502	TMRS pension expense		1,775.97	
002-00-21905	Defd outflows-Investment experi			9.96
002-00-21905	Defd outflows-Investment experi			1,373.40
002-00-22900	Net Pension Liability			2,068.30
002-00-22905	Defd inflow-actual exp/assumpti			475.39
Total			<u><u>3,927.05</u></u>	<u><u>3,927.05</u></u>

Client: *City of Montgomery*
 Engagement: *Montgomery 09/30/17*
 Period Ending: *9/30/2017*
 Trial Balance: *2.2.01 - TB*
 Workpaper: *2.5.06 - AJE Report*

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 7				
To record sales tax withheld by state for fiscal year.				
001-00-7000	Debt service - Sales tax		27,551.08	
005-53081	Due to State Comptroller		9,183.36	
001-00-14605	Sales Tax Rev - W/H by St Comptroller			27,551.08
005-55005	Sales Tax Rev-W/H by St. Comptr			9,183.36
Total			36,734.44	36,734.44

Adjusting Journal Entries JE # 8
 To record unbilled revenue receivables for 2017 and reverse prior year amount. To record adjustment for allowance for doubtful accounts.

002-00-21505	Unbilled Revenue Receivable		54,168.64	
002-00-21510	Doubtful Accounts		14,738.43	
002-00-24100	Water Revenue		57,735.97	
002-00-21505	Unbilled Revenue Receivable			57,735.97
002-00-24100	Water Revenue			14,738.43
002-00-24100	Water Revenue			54,168.64
Total			126,643.04	126,643.04

Adjusting Journal Entries JE # 9
 To correct grant expenditures recorded in grant revenues.

010-86426A	Kroger- 7215102		515,905.19	
010-86426B	Pizza Shack - 7215112		307,150.00	
010-84102	TXCDBG Grant #7215102-Kroger			182,912.53
010-84102	TXCDBG Grant #7215102-Kroger			332,992.66
010-84103	Grant-TXCDBG #7215112-Pizza Shk			73,484.00
010-84103	Grant-TXCDBG #7215112-Pizza Shk			82,936.00
010-84103	Grant-TXCDBG #7215112-Pizza Shk			150,730.00
Total			823,055.19	823,055.19

Adjusting Journal Entries JE # 10 C.06a
 To correct transfers in recorded in grant revenue accounts.

002-00-23961	Transfer to Grant fund		7,936.00	
010-84103	Grant-TXCDBG #7215112-Pizza Shk		7,936.00	
010-84103	Grant-TXCDBG #7215112-Pizza Shk		75,000.00	
002-26901	Util Projects/Prev Maintenance			7,936.00
010-84104	Contribution from EDC			75,000.00
010-84620	Transfers In			7,936.00
Total			90,872.00	90,872.00

Adjusting Journal Entries JE # 11 J.02
 To restate beginning fund balance in the grants fund due to expenditures recorded in FY16.

010-84102	TXCDBG Grant #7215102-Kroger		7,125.00	
010-84102	TXCDBG Grant #7215102-Kroger		50,158.25	
010-83900	Unassigned Fund Balance			57,283.25
Total			57,283.25	57,283.25

Client: *City of Montgomery*
 Engagement: *Montgomery 09/30/17*
 Period Ending: *9/30/2017*
 Trial Balance: *2.2.01 - TB*
 Workpaper: *2.5.06 - AJE Report*

<u>Account</u>	<u>Description</u>	<u>W/P Ref</u>	<u>Debit</u>	<u>Credit</u>
Adjusting Journal Entries JE # 12		C.06b		
To adjust expenditure for Pizza Shack from General Fund to Grant Fund (see reference 0242836).				
001-00-11797	Due From Grant Account		7,094.08	
010-86424	Eng Fees -Pizza Shk Util Extent		7,094.08	
001-00-12316	Pizza Shack Escrow			7,094.08
010-82126	Due to Operating			7,094.08
Total			<u>14,188.16</u>	<u>14,188.16</u>
Adjusting Journal Entries JE # 13		C.06b		
To adjust expenditures for Draw #4 to post to FY17.				
010-86425	Eng - Kroger Project		9,300.00	
010-86426A	Kroger- 7215102		3,344.22	
010-86426A	Kroger- 7215102		76,618.59	
010-00-11500	Accounts Receivable			9,300.00
010-82000	Accounts Payable			79,962.81
010-82000	Accounts Payable			79,962.81
Total			<u>89,262.81</u>	<u>89,262.81</u>
Adjusting Journal Entries JE # 14		C.06		
To record receivable for year end for Draw #4.				
010-00-11500	Accounts Receivable		105,006.12	
010-84102	TXCDBG Grant #7215102-Kroger			105,006.12
Total			<u>105,006.12</u>	<u>105,006.12</u>
Adjusting Journal Entries JE # 15				
To adjust FEMA revenue for expenses posted in 15352.				
001-13-16356	Contract Labor- Streets		3,373.50	
001-00-15352	Proceeds from FEMA Dissaster Re			290.00
001-00-15352	Proceeds from FEMA Dissaster Re			3,083.50
Total			<u>3,373.50</u>	<u>3,373.50</u>

Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: Letter of request, Explanation memo from the Executive Director, Resolution approving the Emergency Communication District budget for fiscal year 2019, the budget
Date Prepared: July 20, 2018	

Subject

This is a request to approve the Montgomery County Emergency communication District budget for the fiscal year 2019

Description

The district appears to be handling its finances very well according to the presentation in the report. Revenues are proposed at \$4,701,200 with expenses of \$4,328,900.. the estimated capital reserve at the end of 2019 will be \$5,258,100

Recommendation

Motion to approve the resolution attached which approves the budget as presented.

Approved By

City Administrator	Jack Yates	Date: July 20, 2018
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Montgomery County Emergency Communication District

June 27, 2018

Mayor Sara Countryman
City of Montgomery
Post Office Box 708
Montgomery, Texas 77356

Dear Mayor Countryman:

The Montgomery County Emergency Communication District (MCECD) hereby submits a proposed budget in accordance with the Emergency Telephone Act of the Texas Health and Safety Code, Section 772.309. The budget was approved by the MCECD Board of Managers on June 27, 2018 for the fiscal year that begins on October 1st.

To be effective, the budget must be approved by a majority of the governing bodies of participating jurisdictions, such as your city, and by the Montgomery County Commissioners Court. The law allows sixty (60) days from the date of receipt to take action on this budget. If your governing body does not act within that time, your city's approval is granted automatically.

We request the opportunity to present MCECD's budget to your governing body in person so we can share information about our current operations and future plans. Please contact Terri Gill at 936 523-5911 or tgill@mc911.org with the date and time of the meeting at which that the District's budget will be considered. Additional budget details are available upon request.

I appreciate your continued support of the 9-1-1 system and your prompt attention to this matter.

Respectfully,

Chip VanSteenberg
Executive Director

CC: City Secretary
Enclosures



MEMORANDUM

TO: County and City Officials

FROM: Chip VanSteenberg, Executive Director

DATE: June 27, 2018

SUBJECT: MCECD Proposed Budget for Fiscal Year 2018

The Board of Managers for Montgomery County Emergency Communication District (MCECD) proposes the attached budget for the fiscal year that begins on October 1, 2018. This memo provides information about MCECD and the proposed budget.

MCECD INFORMATION

The Montgomery County Emergency Communication District (MCECD) is a special purpose district authorized and created under Chapter 772 of the State of Texas Health and Safety Code. MCECD is governed by a Board of Managers which consists of two members appointed by the Montgomery County Commissioner's Court, two members elected by the cities within the county and one member elected by the volunteer fire departments that operate in the county. The principal provider of telephone service in the county appoints a non-voting member to the board.

MCECD responsibilities are to:

- Provide and maintain the hardware, software and connections for a county-wide 9-1-1 system consisting of four public safety answering points (PSAPs) and a back-up facility at the county's Emergency Operations Center.
- Provide financial support to the two primary PSAPs which answer all 9-1-1 calls and route them to the appropriate agency depending upon location and the nature of the emergency.
- Maintain a Geographic Information System (GIS) and a comprehensive database of street center lines, street names, address ranges, service boundaries and other critical information.

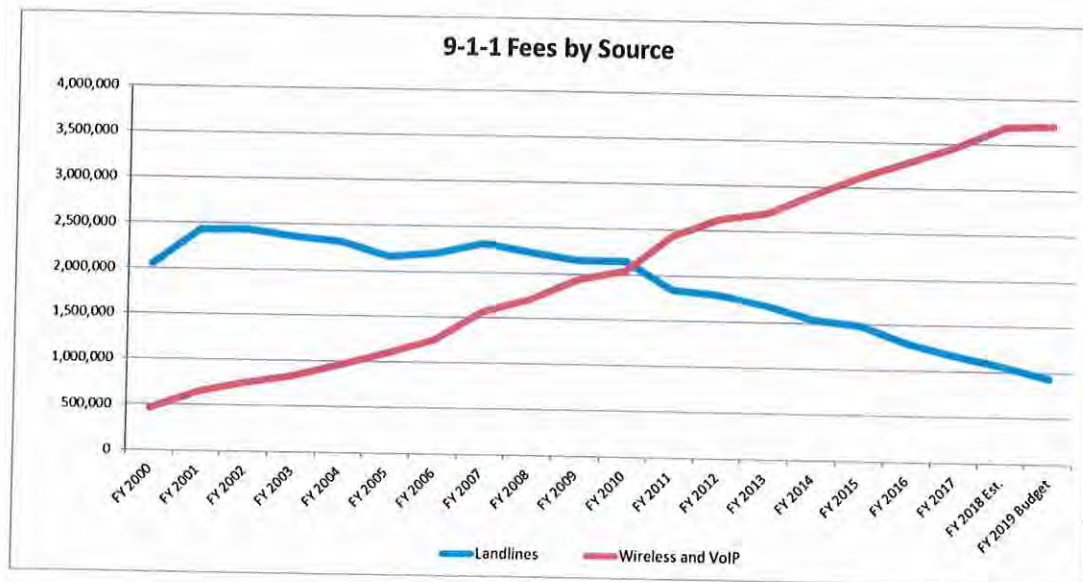
- Serve as the official addressor for the entire county
- Provide an early warning communication service
- Conduct public education on when and how to use the 9-1-1 system
- Assist PSAPs in training call-takers and dispatchers in the use of the 9-1-1 system

PROPOSED BUDGET - REVENUE

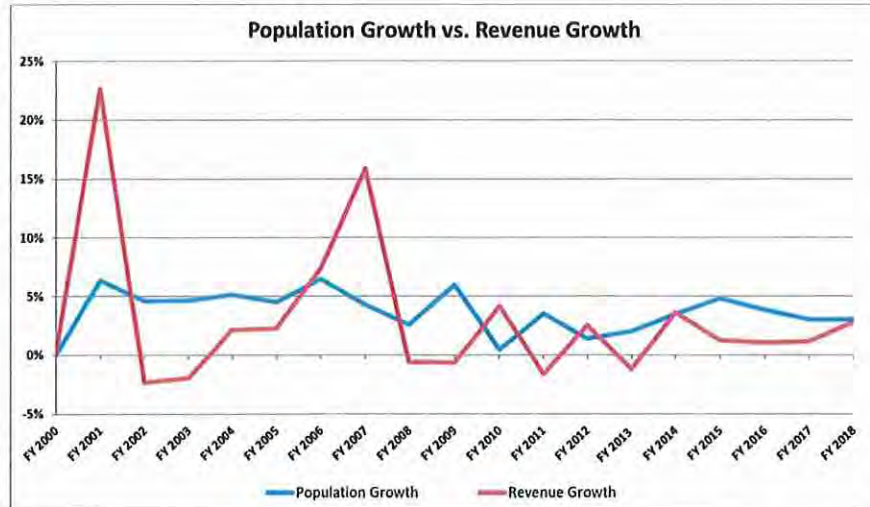
MCECD is funded primarily by fees assessed on telephone service; the amount of the fee varies by the type of service. The fee for local exchange access lines (commonly known as land lines) and for static Voice over Internet Protocol (VoIP) customers is 6% of the rate charged. The amount of the fee ranges from \$0.62 to \$1.66 per month for residential service. For business customers, the monthly fee starts at \$1.29 and goes up to \$2.23. Residents choosing telephone service provided over a device connected to the internet (known as Nomadic VoIP) pay \$0.50 per month. Landline and VoIP fees paid by Montgomery County customers are remitted directly to MCECD.

Mobile phone customers who contract for monthly service are assessed a fee of \$0.50 per month, per phone. Customers purchasing pre-paid wireless plans pay a 9-1-1 fee equal to 2% of the retail price for airtime. The wireless fees are collected by the service providers and paid directly to the State of Texas. The state then remits a proportional share of the revenue to emergency communication districts based on population.

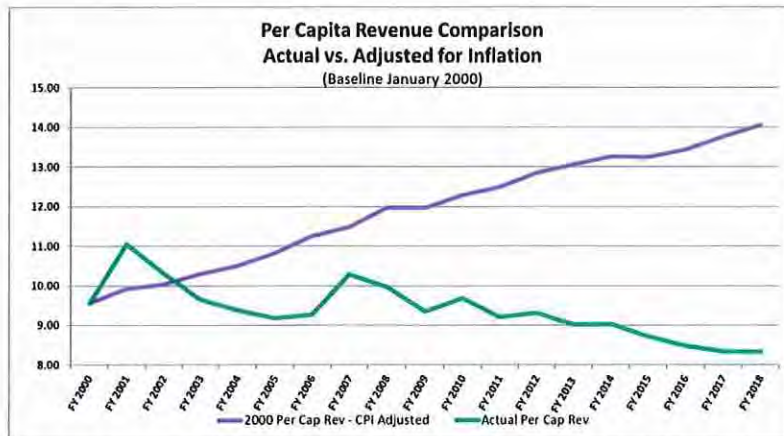
The long-term trend indicates phone customers are replacing land lines with wireless phones and VoIP service. Therefore, revenue from wireless and VoIP providers is on the rise while land line revenue is rapidly declining, as demonstrated here:



Overall, MCECD's revenue growth averaged 3.3% since Fiscal Year 2000. During that same time, the population growth has averaged 3.9% per year. This chart shows the annual change in revenue compared against the change in population.



Although revenue growth has kept up with the county's growing population, it has not kept pace with inflation. MCECD collected \$9.57 in 9-1-1 fees per person in 2000. That amount has fallen to \$8.33 per person, a decrease of \$1.22 per person. If adjusted for inflation, the 2000 amount equals \$14.06 in today's dollars. Therefore, MCECD is providing 9-1-1 service for 40% less than in Fiscal Year 2000.



MCECD expects to collect \$4,701,200 of revenue in FY 2019 which is 5.3% more than the budget for the current year. Due to conservative budgeting practices and prudent spending policies, the district is adequately funded, has no debt, and maintains adequate reserve balances for operations and capital purchases.

PROPOSED BUDGET - OPERATING EXPENDITURES

The proposed budget for expenses is \$4,328,900 which is 1.1% below the budget for FY 2018.

MCECD's budget is broken into three categories of operating expenditures. The first and largest is called Cost of Services. Over 40% of the operating budget is accounted for in two line items in this category. The largest is \$1,540,000 for contracts with the Montgomery County Sheriff's Office (MCSO) and the Conroe Police Department (CPD) to answer all 9-1-1 calls. MCECD reimburses these two agencies for the salary and benefits of 23 telecommunicators. The other major line item is \$279,900 for the data and phone lines needed to operate the system and keep the 9-1-1 call centers connected. The proposed budget for the Cost of Service expenditures is 3.1% less than the budget for the current year.

The second category of operating expenditures is Personnel Costs. The district employs 10 full-time staff members for technical support, addressing, mapping, public education, database management, and administration. The proposed budget is a 2.8% increase over the current year.

The final and smallest category of operating expenditures is General & Administrative Costs. This proposed budget for this category is 3.5% less than the budget for the current year.

PROPOSED BUDGET – CAPITAL EXPENSES

Besides operating expenditures, MCECD also budgets for capital and other non-operating outlays. The largest planned capital is expense is \$542,000 for improvements within the PSAPs operated by the four partnering agencies. MCECD will contribute a maximum of \$125,000 toward a project that will improve the PSAP or the 9-1-1 call experience. Other anticipated capital expenses include upgrading the district's microwave radio network and replacing other electronic equipment.

ADDITIONAL DATA AVAILABLE UPON REQUEST

Additional data on the budget is available upon request. MCECD can supply audited financial statements, historical budget information, and details of line item expenditures. Contact Terri Gill to make your request: tgill@mc911.org or 936 523-5912.

RESOLUTION APPROVING THE MONTGOMERY COUNTY
EMERGENCY COMMUNICATION DISTRICT BUDGET FOR
FISCAL YEAR 2019

WHEREAS, on June 27, 2018 the Board of Managers of the Montgomery County Emergency Communication District (MCECD) adopted a proposed budget for the fiscal year that begins on October 1, 2018; and

WHEREAS, the MCECD Board of Managers has submitted the proposed budget to _____ (Name of Participating Jurisdiction) for approval in accordance with the Emergency Telephone Act of the Texas Health and Safety Code, Section 772.309; and

WHEREAS, to be effective the budget must be approved by the Montgomery County Commissioners Court and by a majority of the governing bodies of the participating jurisdictions; and

WHEREAS, if the governing body of a participating jurisdiction does not approve or disapprove of MCECD's budget before the sixty first (61st) day after the date receipt, the budget is approved by that participating jurisdiction by operation of law; and

WHEREAS, the budget is satisfactory as submitted;

NOW, THEREFORE, BE IT RESOLVED BY THE _____
(Governing Body of the Participating Jurisdiction) that the Montgomery County Emergency Communication District's Budget for Fiscal Year 2019 is approved.

Passed and approved this _____ day of _____, 2018.

Title: _____

ATTEST: _____

Name: _____

Title: _____



Montgomery County Emergency Communication District Proposed Budget for Fiscal Year 2019

OPERATING REVENUES & EXPENSES	FY 2018 Budget	FY 2019 Budget
REVENUES		
9-1-1 Fees - Landlines	\$ 1,029,600	\$ 940,200
9-1-1 Fees: Wireless	2,580,600	2,754,800
9-1-1 Fees: Voip	804,000	957,000
Interest Earned	45,600	45,600
Other Income	3,600	3,600
Total Revenues	\$ 4,463,400	\$ 4,701,200
OPERATING EXPENSES		
Cost of Services	\$ 2,363,900	\$ 2,290,600
Personnel Costs	\$ 1,535,800	\$ 1,579,500
General & Administrative Costs	\$ 475,200	\$ 458,800
Total Expenditures	\$ 4,374,900	\$ 4,328,900
Surplus of Revenues over Expenditures	\$ 88,500	\$ 372,300
Emergency Allocation for Repairs and Replacements	\$ 500,000	\$ 500,000
CAPITAL OUTLAY	FY 2018 Budget	FY 2019 Budget
Estimated Project Costs		
9-1-1 System	\$ 75,000	\$ 375,000
PSAP Improvement Grants	490,000	542,000
Other Technology	150,000	-
Facilities	-	-
Vehicles	30,000	-
Total Estimated Project Costs	\$ 745,000	\$ 917,000



**Montgomery County Emergency
Communication District
Proposed Budget for Fiscal Year 2019**

Cash Flow Estimates

Operating Funds

Estimated Cash Balance on 10/1/2018	\$ 7,351,000
Surplus of Revenues over Expenditures	372,300
<u>Net Funds Available</u>	<u>7,723,300</u>
Operating Reserve (4 months of expenses)	1,443,000
Emergency Allocation for Repairs and Replacements	500,000
<u>Capital Reserve</u>	<u>6,175,100</u>
Total for Restricted Reserves	7,618,100
Unencumbered Reserves (est. on 9/30/2019)	\$ 105,200

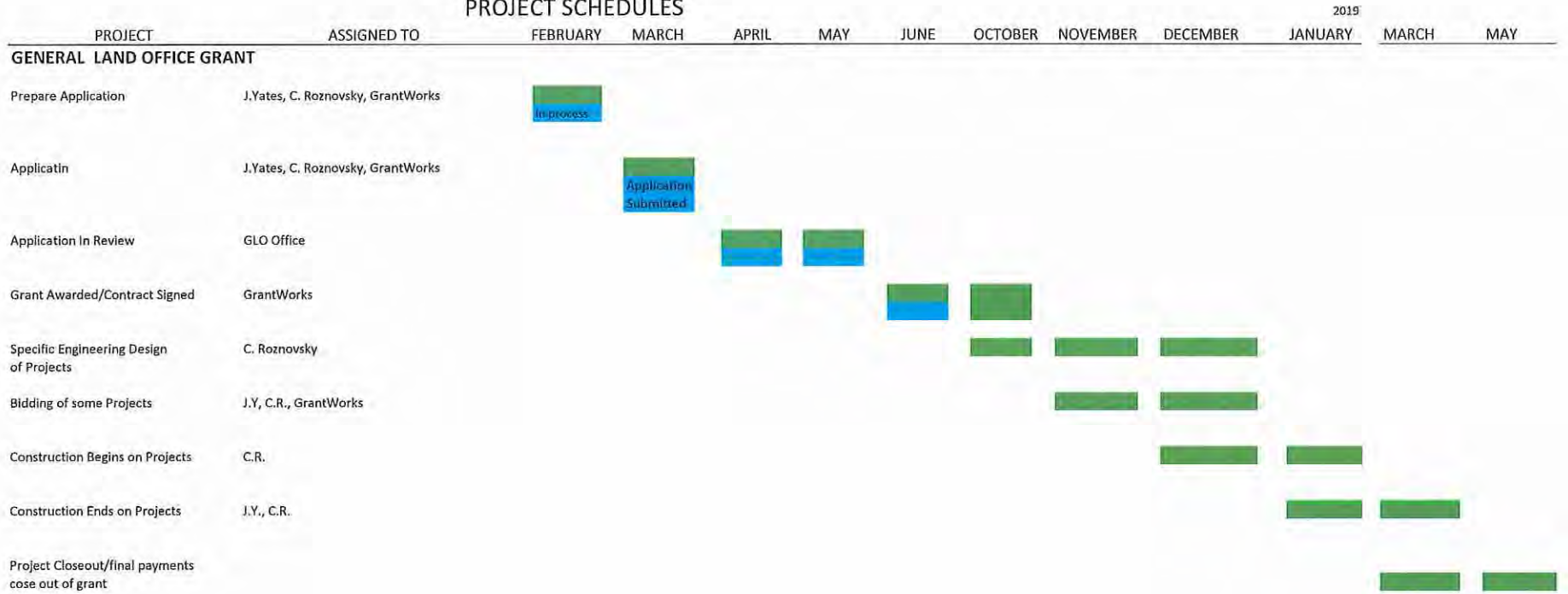
Capital Outlay

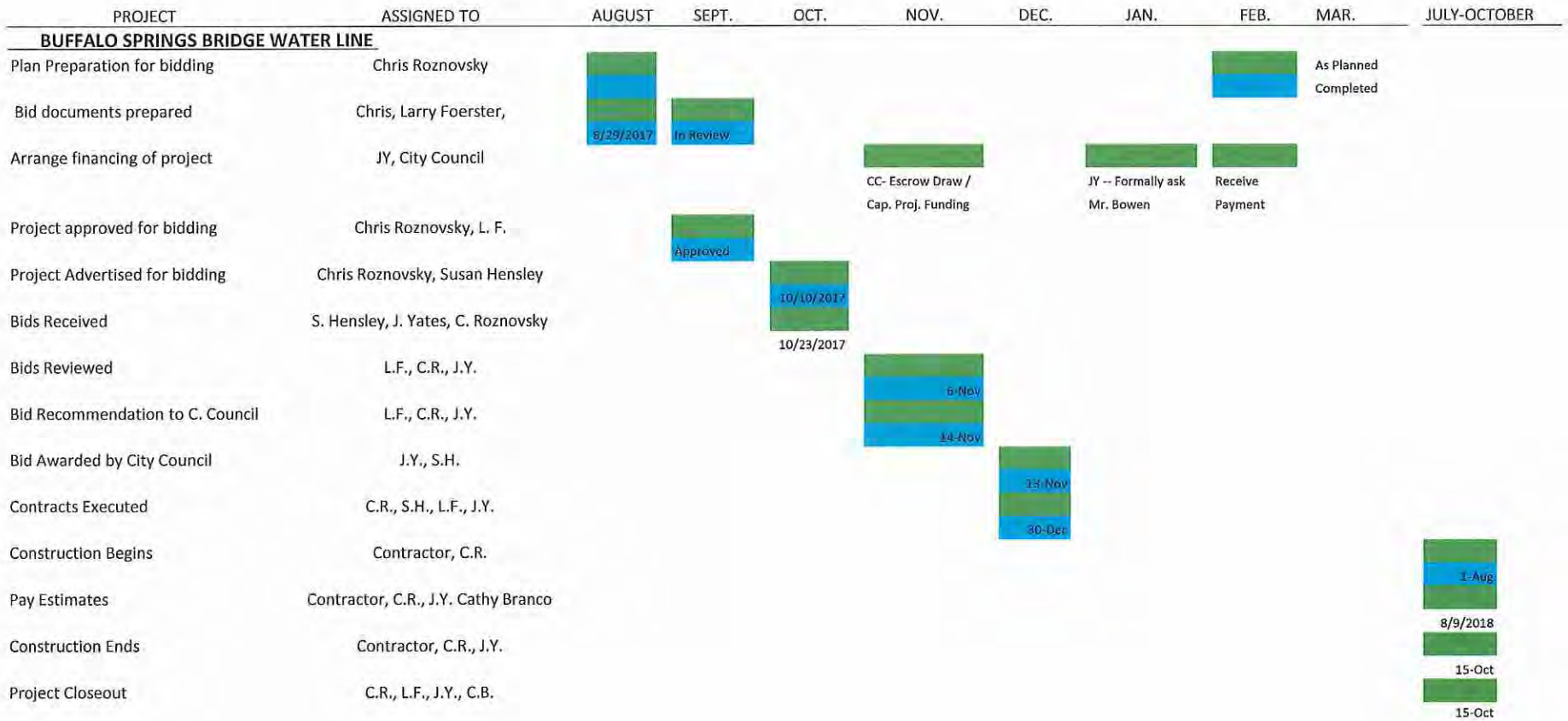
Estimated Capital Reserve on 10/1/2018	\$ 6,175,100
<u>Net Proceeds from Operations</u>	<u>-</u>
Available for Capital Outlay	6,175,100
Capital Outlay Budget for FY 2019	917,000
Estimated Capital Reserve on 9/30/2019	\$ 5,258,100

CITY ADMINISTRATOR REPORT – JULY, 2018

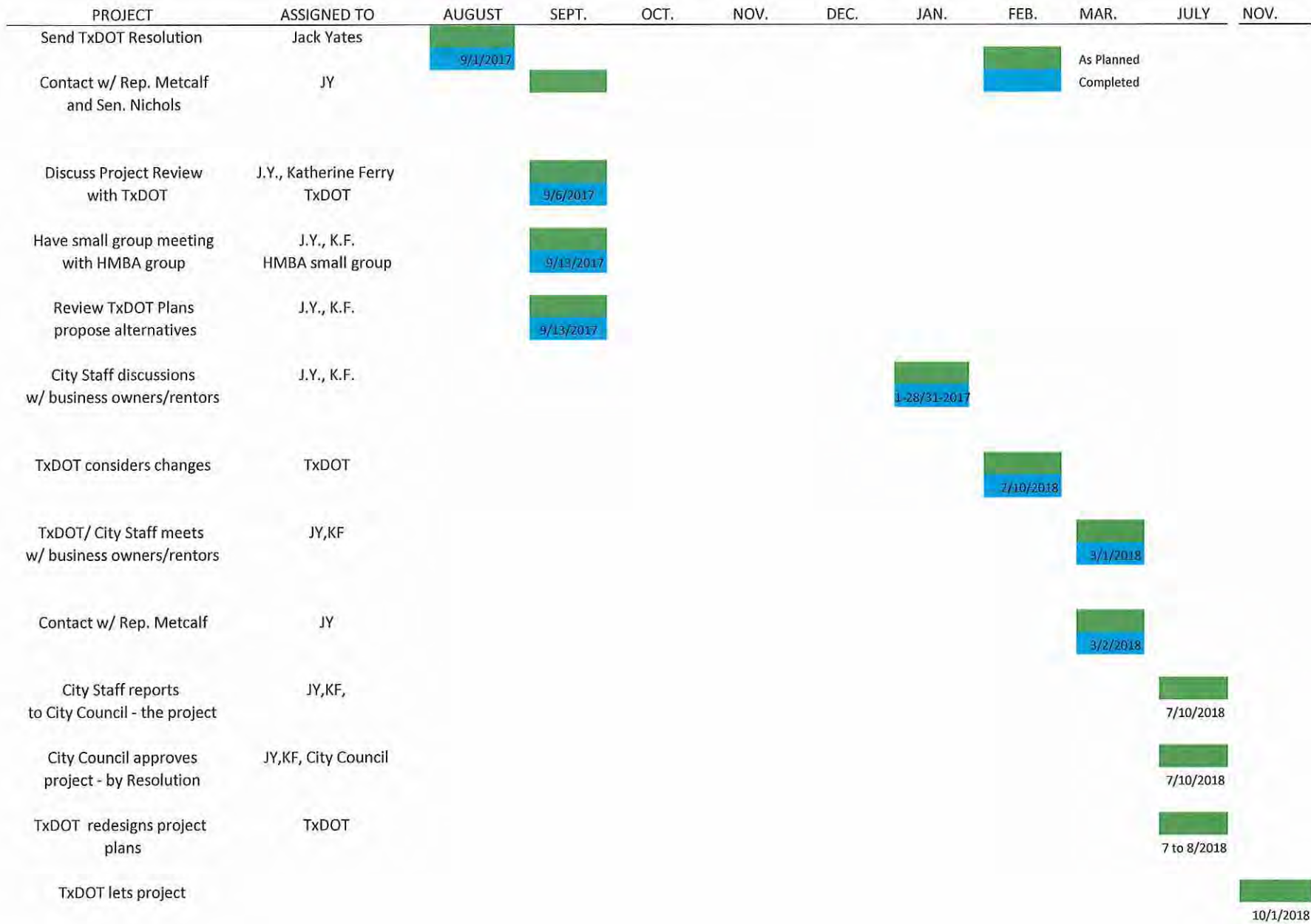
- Met with Planning Commission at two meetings.
- Met with MEDC at two meetings.
- Attended one Chamber event- Bd. Of Directors meeting.
- Took two days of vacation during mid- July.
- Met with city engineers, city attorney and GrantWorks representatives several times regarding; plats, system management, upcoming projects, bridge improvements, developments throughout the city, FEMA, State Dept. of Emergency Management (DEM), CDBG grants, TORC Committee, and billing for Escrow Accounts. Completed a Development Handbook for better, more thorough information for developers and staff.
- Drafted and refined a Hotel Ordinance and an incentive type of package, reviewed at the June 5th MEDC meeting (regarding the incentive issue) and Planning Commission meeting (regarding the Ordinance and the incentive package). I plan to present this to the Council following a presentation to the Planning Commission. Same type of work regarding Park Board ordinance.
- Met with several developers during the month regarding: Kenrock property west of Pizza Shack, Emma's Way, Shoppes of Montgomery, and other development possibilities meetings. Also met with United States Sen. Cornyn representative with the Mayor.
- Made several decisions during month as Zoning Administrator, including signs, coordinating variance requests, code enforcement and Historic District activities.
- Worked with City Council individually, the new Mayor and City Staff on a variety of administrative, personnel and coordination efforts. Including budget line item review w/department heads and preparation of upcoming budget and budget amendments to current budget. Prepared new budget draft in conjunction with department heads.

PROJECT SCHEDULES





TxDOT 149 PROJECT



City of Montgomery – Public Works Department

June 2018 Monthly Report

General

- Attended final inspection walkthrough of Pizza Shack utility extension
- Heavy trash weekend completed
- Repaired the old goat water well at Community Center
- Trimmed low hanging limbs on Old Plantersville Rd. and College St.
- Anchored parking stops on McCown St.
- Installed all signal beacons for the Distrix application
- Repainted stop bars throughout the City
- Replaced battery on PW-1301 crew truck
- Repainted the welcome sign at John A. Butler St.
- Replaced several faded street signs and cleaned several others
- Replaced 6 Neptune meters with Badgers
- Checked several endpoint tampers and communication errors and reset or replaced as necessary
- Repaired ditch on Bessie Price Owens Dr.
- Weekly pre-trip inspections of vehicles
- Weekly conference calls with engineer and utility operator
- Weekly leak notification list from Beacon website
- Weekly pumping of Terra Vista manhole
- Daily removal of bandit signs as necessary
- Daily utility locates as necessary
- Monthly air filter and light bulb check of all facilities
- Monthly AED inspections
- Monthly cutoffs
- Monthly safety meetings with safety officer and department
- Continue performing safety inspection reports
- Monthly idle meter checklist for consumption
- Monthly weed killer list
- Monthly grease trap inspections
- 1 water leak

- 1 sewer stop up
- 2 water taps
- 2 sewer taps

Parks and Recreation

- Installed Kiddie Kusion at Cedar Brake and Homecoming Parks
- Replaced receptacle for fountain at Memory Park
- Weedeated the back island at Memory Park
- Repaired front porch on Crane cabin at Fernland Park
- Straightened and reset historical marker sign at Community Center
- Replaced swing seats at Homecoming Park
- Installed new photocell at Cedar Brake restroom for outdoor lights
- Installed parking signs at Cedar Brake Park
- M/W/F cleaning of all park facilities
- Weekly check of Memory Park irrigation system with repairs as necessary
- Weekly cleaning of Community Center building
- Monthly check of all park facility lights
- Monthly check of all irrigation systems with repairs as needed

The docents at Fernland reported a total of 579 visitors for the month and provided 33 tours.

Report prepared by:
Mike Muckleroy
Director of Public Works
July 18, 2018

A large wooden sign with a red top and blue bottom border, mounted on two wooden posts. The sign is set in a circular bed of light-colored gravel. In the background, there are green trees, a blue sky with white clouds, and a flagpole with an American flag. Pink and red flowers are visible around the sign. The foreground shows dark mulch and several large, flat, light-colored rocks.

Welcome to
MONTGOMERY

Est. 1837







Montgomery Birthplace of the Texas Flag



CITY OF MONTGOMERY
POLICE DEPARTMENT

101 OLD PLANTERSVILLE RD
MONTGOMERY, TX 77316
(O): (936) 597-6866

CHIEF
JAMES F. NAPOLITANO

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POLICE DEPARTMENT REPORT

June 2018

Arrests / Charges Total Shifts A, B & Chief

Misdemeanor: 29

Felony: 13

Traffic Enforcement Total Shifts A, B, & Chief

Citations: 255

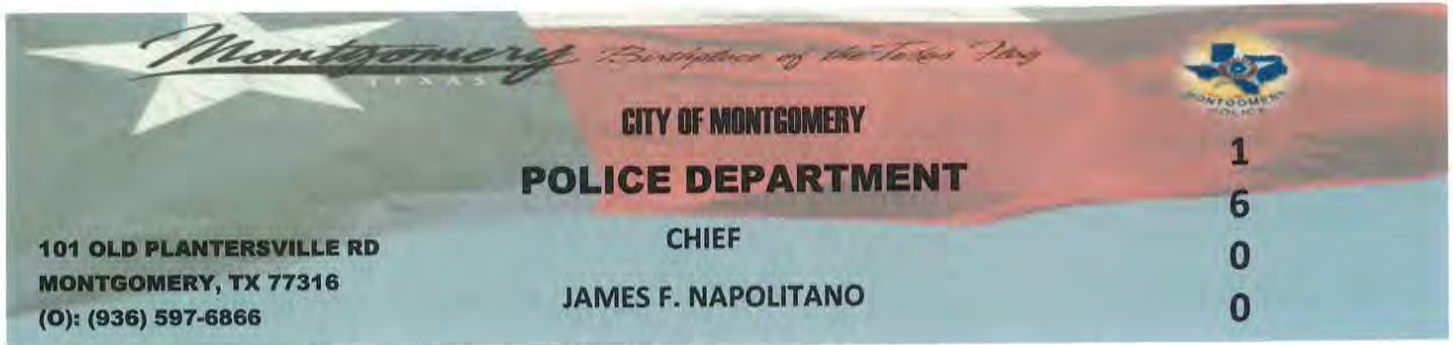
Warnings: 212



Chief James Napolitano

7/18/2018

Date



POLICE DEPARTMENT REPORT

June 2018

SHIFT A

During the month of June 201 "A" Shift (C. Carswell, G. Hernandez, K. Thompson, T. Bauer, Lt. J. Belmares) generated 22 Reports and responded to 307 Calls for Service and or officer initiated activities

Warrant Arrest

06/27 - Officer Thompson - 20100 Eva St.

06/19 - Officer Carswell - 18300 Hwy 105 W

06/05 - Officer Bauer - Powell Circle

06/04 - Officer Thompson - 700 MLK

Motor Vehicle Accident Investigation

06/23 - Officer Carswell - 14000 Liberty St.

06/22 - Officer Bauer - 19800 Hwy 105 W

06/22 - Officer Carswell - 21600 Eva St.

06/05 - Officer Hernandez - 20900 Eva St.

No DL/No Insurance/Towed Vehicle

06/09 - Officer Hernandez - 20400 Eva St.

06/09 - Officer Carswell - 20100 Eva St.

06/05 - Officer Carswell - 19700 Hwy 105 W

Assault

06/14 - Officer Hernandez - 300 John A. Butler

Criminal Trespass

06/28 - Officer Bauer - 19800 Hwy 105 W.

06/23 - Officer Hernandez - 600 Worsham

06/18 - Officer Bauer - 22800 Hwy 105 W

Minor In Possession

06/18 - Officer Bauer 22800 Hwy 105 W

Driving While Intoxicated

06/28 - Officer Thompson - LSP/Buffalo Springs Dr.

06/19 - Officer Carswell - 18300 Hwy 105 W

06/18 - Officer Thompson - 14400 Liberty St.

06/14 - Officer Thompson - 300 John A. Butler

Narcotics Arrest

06/20 - Officer Thompson - LSP/Plez Morgan

06/18 - Officer Thompson - 14400 Liberty St.

Fraud

06/27 - Officer Hernandez - 20300 Eva St.

Supplements

06/24 - Officer Hernandez - 18300 Hwy 105 W.

Citations

Lt. Belmares - 03 Citations / 04 Warnings / 03 Violations

Officer Bauer - 11 Citations / 33 Warnings / 12 Violations

Officer Hernandez - 53 Citations / 39 Warnings / 64 Violations

Officer Thompson - 11 Citations / 11 Warnings / 15 Violations

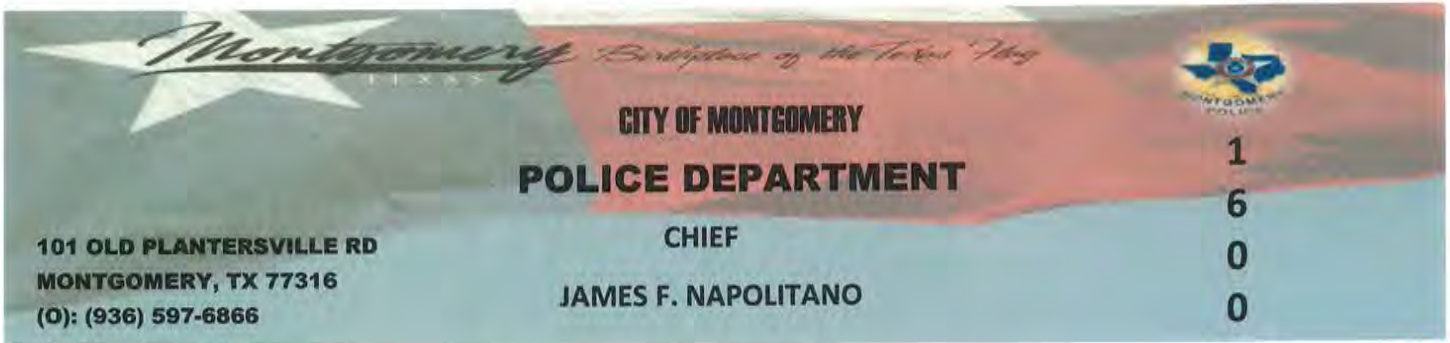
Officer Carswell - 88 Citations / 15 Warnings / 92 Violations

Totals: 166 Citations / 102 Warnings / 186 Violations

Arrests

Felony - 3

Misdemeanor - 14



POLICE DEPARTMENT REPORT

June 2018

SHIFT B

During the month of June 2018, The Montgomery Police Department B Shift Patrol Officers (Lt. Rosario, Officer Aguirre, Officer Bracht, and Officer Riley) answered 375 calls for service that include Meet with Citizens, Stationary Radar, Suspicious Activity, Business Checks, Area Patrols, Building Checks, Welfare Concerns, Medical Calls, Administration Calls, Alarm Calls and Vacation Watches/Security Checks. The shift also generated 31 reports from other calls for service and proactive policing. The reports are as follows:

Narcotics

6/2 Aguirre - 20423 Eva ST

6/3 Rosario - Liberty ST / DR Martin Luther King DR

6/3 Aguirre - 750 Buffalo Springs

6/6 Rosario - 20168 Eva ST

6/12 Riley - 22300 FM 1097

6/15 Bracht - 720 Community Center DR

6/17 Aguirre - 20800 Eva ST

6/17 Riley - 20600 Eva ST

6/21 Riley - 1000 Lone Star PKWY

6/22 Aguirre - 22900 FM 1097

6/26 Aguirre - 605 DR Martin Luther King DR

6/29 Riley - 100 Lone Star PKWY

6/30 Aguirre - 300 Flagship BLVD

6/30 Riley - 17000 TX HWY 105

6/30 Rosario - 21300 FM 1097

No DL / FMFR / Towed Vehicle

6/12 Bracht - 600 Lone Star PKWY

Warrant Arrest

6/21 Aguirre - 750 Buffalo Springs DR

DWI

6/16 Riley - 27570 TX HWY 105

6/17 Aguirre - 15300 Summit Park DR

Other

6/15 Bracht - 14030 Liberty ST (Burglary of a Coin Operated Machine)

6/15 Bracht - 720 Community Center DR (Evading Arrest w/Previous Conviction, Criminal Trespass)

6/13 Aguirre - 1900 Lone Star PKWY (Violation of Protective Order)

6/17 Bracht - 325 Flagship BLVD (Deceased Person)

6/20 Bracht - 20821 Eva ST (Fraudulent use of identifying information)

Arrests / Charges:

Misdemeanor Charges - 15

Felony Charges - 10

Traffic Enforcement

Citations Issued - 89

Warnings Issued - 110

Rosario – 18 Citations / 23 Warnings

Aguirre – 25 Citations / 37 Warnings

Bracht – 36 Citations / 22 Warnings

Riley – 10 Citations / 28 Warnings



CITY OF MONTGOMERY MUNICIPAL COURT REPORT

JUNE 2018

KIMBERLY DUCKETT

COURT ADMINISTRATOR

City of Montgomery Municipal Court Report June 2018

REVENUE Category	Jun-18	May-18	Apr-18
Total Number of Citations	257	229	218
Total Number of Violations	291	269	249
Deposit-City	\$11,506.75	\$26,119.76	\$19,363.72
Deposit-State	\$9,613.81	\$18,522.96	\$13,548.65
Deposit-OMNI	\$89.94	\$293.90	\$203.96
Child Safety Fund	\$0.00	\$0.00	\$0.00
Judicial Efficiency	\$13.40	\$154.67	\$121.60
Court Tech Fund	\$504.94	\$948.45	\$717.07
Court Bldg Security Fund	\$366.73	\$711.32	\$532.52
Collection Agency	\$553.93	\$3,437.29	\$2,222.74
TOTAL	\$22,649.50	\$50,188.35	\$36,710.26
Bond Amounts	\$2,543.70	\$5,132.90	\$3,071.60
GRAND TOTAL	\$25,193.20	\$55,321.25	\$39,781.86

Comparison Chart

Citations and Revenue January 2016 - Present

Citations Filed			
	2016	2017	2018
<i>Jan</i>	470	332	207
<i>Feb</i>	351	233	199
<i>Mar</i>	353	394	163
<i>April</i>	323	268	218
<i>May</i>	229	268	229
<i>June</i>	163	254	257
<i>July</i>	153	240	
<i>Aug</i>	324	189	
<i>Sept</i>	212	143	
<i>Oct</i>	313	190	
<i>Nov</i>	226	251	
<i>Dec</i>	195	217	

Totals 2164 2402 1273

Total Revenue Collected			
	2016	2017	2018
<i>Jan</i>	\$44,702.82	\$41,830.44	\$45,128.89
<i>Feb</i>	\$67,466.54	\$67,937.61	\$51,188.10
<i>Mar</i>	\$86,201.43	\$62,992.57	\$52,380.12
<i>April</i>	\$59,388.14	\$47,163.40	\$39,781.86
<i>May</i>	\$50,854.90	\$47,225.90	\$55,321.25
<i>June</i>	\$41,238.67	\$37,817.25	\$25,193.20
<i>July</i>	\$42,990.97	\$43,405.62	
<i>Aug</i>	\$52,923.17	\$31,540.77	
<i>Sept</i>	\$44,256.40	\$24,281.60	
<i>Oct</i>	\$44,138.80	\$37,395.63	
<i>Nov</i>	\$55,221.23	\$35,410.95	
<i>Dec</i>	\$42,698.95	\$41,335.06	

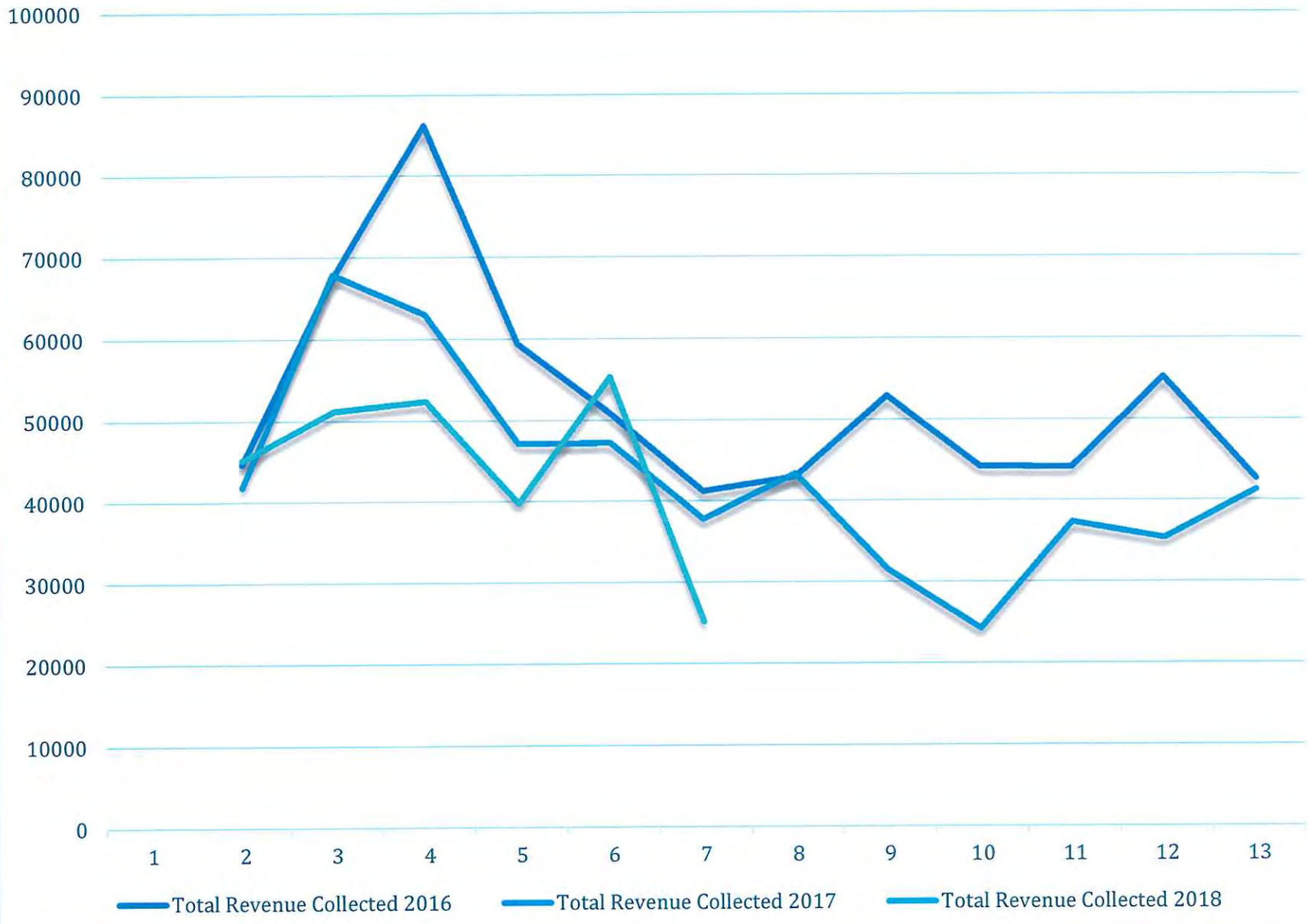
Totals \$632,082.02 \$518,336.80 \$268,993.42

Citations Filed



— Citations Filed 2016 — Citations Filed 2017 — Citations Filed 2018

Total Revenue Collected



UTILITY REPORTS - JUNE 2018

TOTAL REVENUE

Utilities	\$140,396.33
Permits	\$20,600.10
Community Building	\$1,650.00

UTILITIES

New Water Accts.	21
Disconnected Water Accts.	13
Total Number of Active Accts.	667

PERMITS

Type	Permit Total	Revenue
Building - Residential	10	\$9,286.50
Building - Commercial	1	\$5,190.00

Cert. of Occupancy	0	\$0.00
Golf Cart	0	\$0.00
Irrigation	5	\$491.60
Electrical	12	\$2,498.00
Mechanical	5	\$715.00
Plumbing	11	\$1,869.00
Sign	7	\$550.00
Total:	51	\$20,600.10

COMMUNITY BUILDING

Type of Rental	Number of Bookings	Revenue
Profit	5	\$1,650.00
Non - Profit	15	\$0.00

CITY ACCOUNT CONSUMPTION

	APRIL	MAY	JUNE
Community Building – Irrigation (01-8732-00)	10	9	8
Community Building (01-0130-00)	6	9	1
City Cemetery (01-1110-00)	0	0	0
City Welcome Sign Irrigation at HWY 105 & Prairie – Rose Garden (01-8733-00)	0	0	1
North Liberty Sewer Plant			
Cedar Break Park Irrigation (01-8736-00)	4	4	8
Cedar Break Park Restrooms (01-8735-00)	2	2	1
Ferland (01-8737-00)	8	9	18
Memory Park (01-5885-00)	54	127	180
Community Building Stage Irrigation – Rose Garden (01-6180-00)	0	0	5
City Hall & Irrigation (01-6190-00)	31	26	27
Homecoming Park Restrooms (01-8820-00)	1	2	2
Homecoming Park Drinking Ftn (01-8738-00)	0	0	0
Buffalo Springs Sewer Plant (01-8821-00)	3	0	2



City of Montgomery

Operations Report

June 2018

5/18/18-6/17/18

TAP

INTO

TECHNOLOGY

Dear City of Montgomery Council Members:

We are pleased to provide you with the monthly operations report. This report summarizes the major events that occurred during the operating month. Our mission, as always, is to assist the district in providing safe and reliable water to the residents.

The water plants, wastewater plant and drinking water quality is checked on a daily basis. Wastewater collection system lift stations are checked three times a week. Alarms are monitored, and our staff is on 24-hour call. Our construction crews are minutes away from the City.

Our operators collect and enter all facility data into Kardia. Our operators note any issues or problems that are observed during the day. Mission Control is instantly aware of the issue and immediately begins the resolution process. This approach benefits our clients because decisions can be made based on relevant data.

All the district's data can be accessed on-line. The data is username and password protected. The data is integrated with Kardia and updated daily. District alerts that are generated by Kardia can be sent to board designated recipients. GUS appreciates the trust and confidence that the board has in our team. We work diligently to provide our clients with accurate and useful information.

Michael Williams

A handwritten signature in blue ink, appearing to read "Michael Williams".

Vice President of Operations
Gulf Utility Service

SUMMARY OF OPERATIONS

District Alerts

05/20/2018 – Lift Station 2, High level

Operator investigated issue, alarm was due to a rain storm. Operator monitored facility and reset alarms.

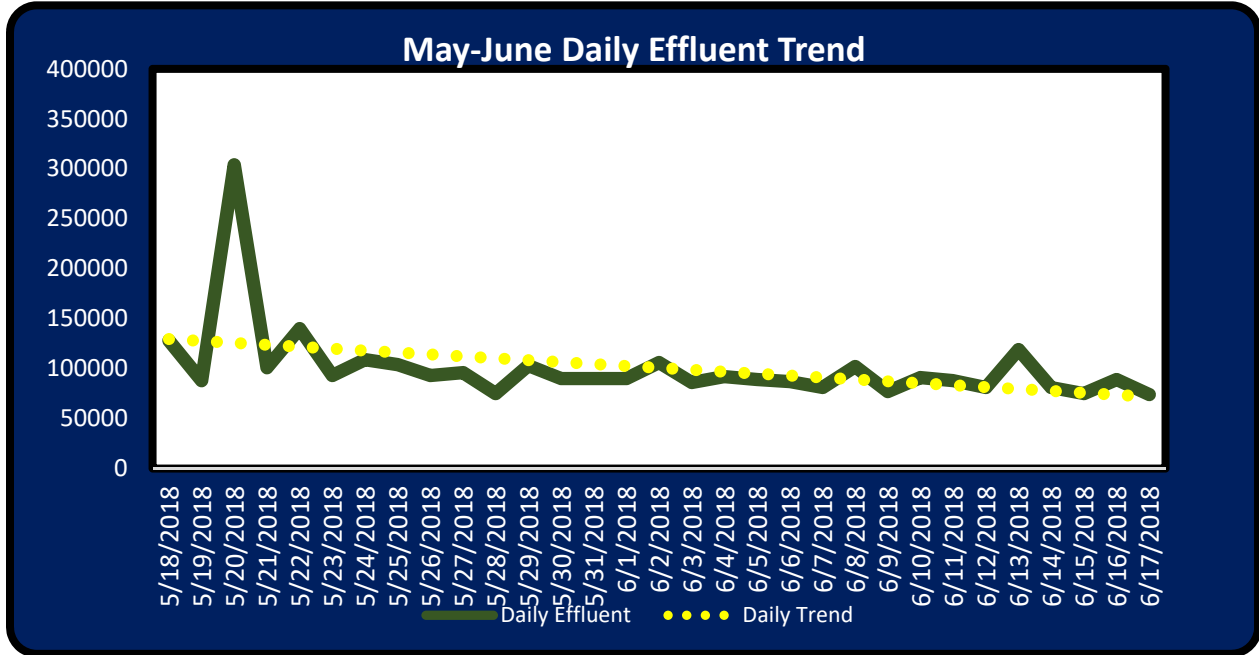
05/26/2018 – Lift Station 2, Variable frequency drive (VFD) failure

Upon arrival operator found lift pump #3 had tripped, the pump was reset and tested. Operator monitored facility and reset alarm.

06/04/2018 – Water Plant 3, Power outage

Upon arrival operator found power outage at facility. Electrical company was called out to restore power. Operator monitored facility to ensure power was restored and reset all equipment.

Wastewater Plant Flow Detail



- Flow for the month of May – June was 3,121,000 gallons
- Daily peak flow May 20, 2018 was 304,000 gallons
 - 76% of permitted value
- Average Daily Flow 100,700 gallons
 - 25% of permitted value


Discharge Limitations

- Daily Average Flow 400,000 gallons (0.4 MGD)
- 2-Hour Peak Flow 833 gpm
- CBOD daily average 10 mg/l
- Total Suspended Solids (TSS) 15 mg/l
- Ammonium Nitrogen (NH3) 2 mg/l
- Chlorine Residual >1.0 mg/l < 4.0 mg/l
- The current permit expires 06/01/2022

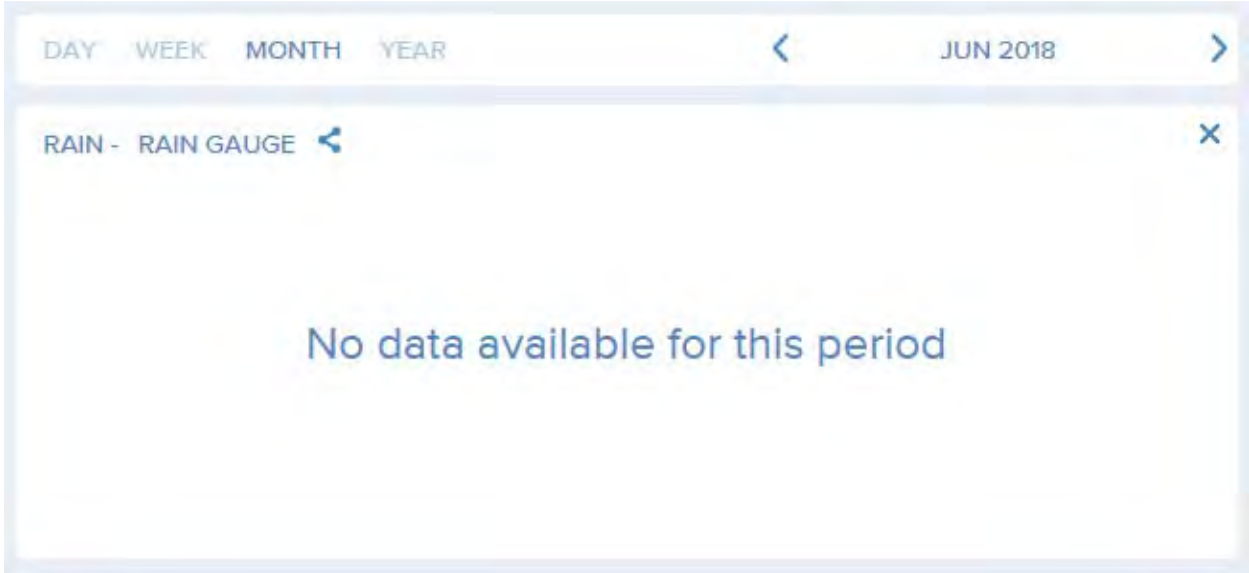
Effluent

TSS, DO, E.Coli, NH3N, PH sample results were all comfortable within the parameters set by the State of Texas.

Buffalo Springs WWTP Effluent Monitoring Report

Effluent Permitted Values	Parameter		Measured	Excursion
Average Monthly T.S.S.	15	mg/l	3.50	no
Average Monthly NH3	2	mg/l	0.50	no
Minimal CL2 Residual	1	mg/l	1.05	no
Max CL2 Residual	4	mg/l	3.63	no
Rainfall for the Month		3.25	inches	

There were no excursions for the month of June



Water Report

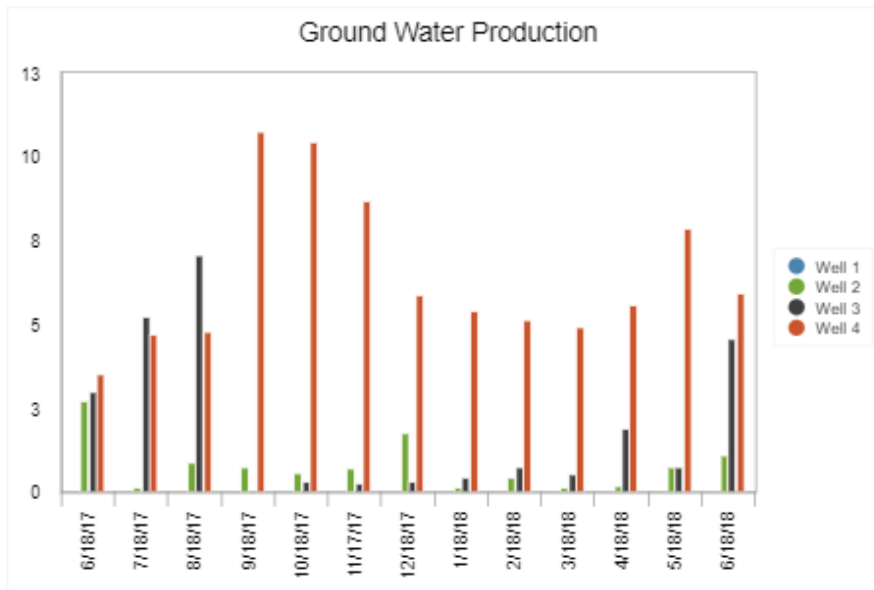
5/18/2017-6/17/2018

2018							
Well Name	Recorded Flow	% of Total	Rating G/Day	YTD Pumpage	YTD %	Permitted Value	Remaining Permit %
Well 2	1.105	9.53%	0.864	2.685	5.80%	47.551	75.67%
Well 3	4.582	39.53%	0.864	8.884	19.17%	47.551	75.67%
Well 4	5.906	50.95%	2.160	34.764	75.03%	75.100	53.71%
Total	11.592	100.00%	3.888	46.332	100%	122.651	
Flushing	0.159						
Subtotal	11.433						
Sold	10.976						
% Accounted	96%						

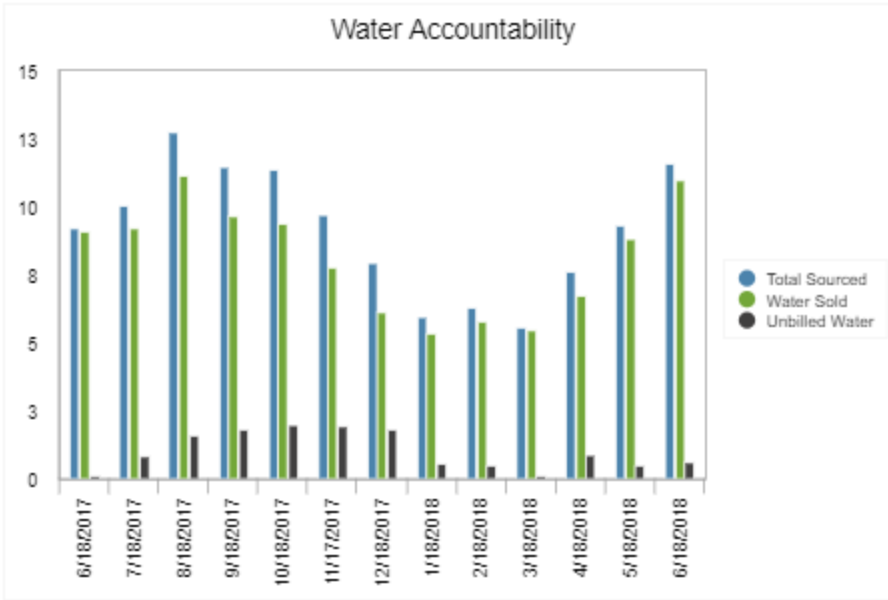
Accountability	
Total Water Sourced	11.592
Flushing	0.159
Subtotal	11.433
Sold	10.976
Accountability %	96%

WATER PRODUCTION

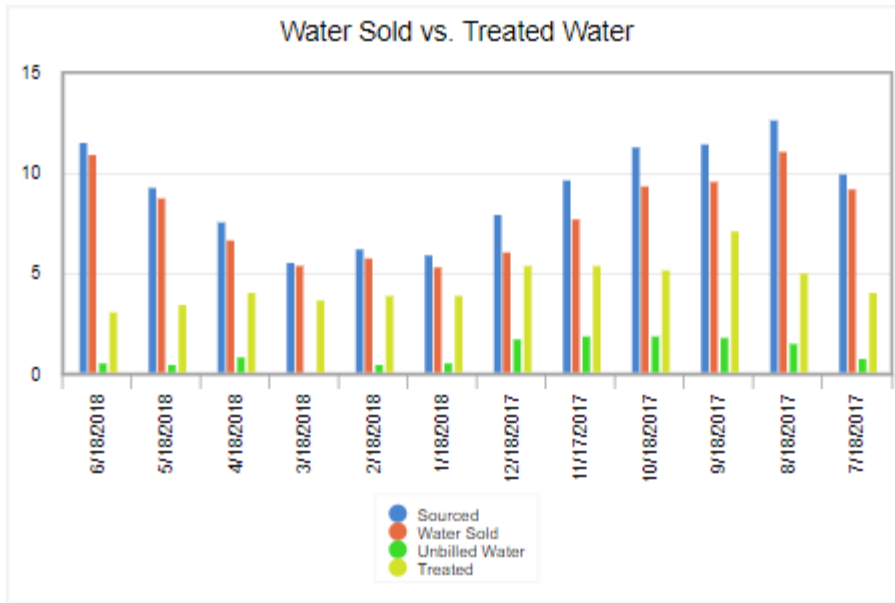
CONNECTIONS	
School	12
Commercial Inside	144
Commercial Outside	1
Residential Inside	568
Residential Outside	26
Church	14
City	16
Hydrant	11
Multifamily	11
n/a	2
Total	805



DATE ▼	TOTAL	WELL 1	WELL 2	WELL 3	WELL 4
AVG	8.547	0.000	0.741	2.434	5.372
6/18/18	11.593	0.000	1.105	4.582	5.906
5/18/18	9.304	0.000	0.725	0.730	7.849
4/18/18	7.610	0.000	0.160	1.899	5.551
3/18/18	5.584	0.000	0.138	0.515	4.931
2/18/18	6.299	0.000	0.418	0.735	5.146
1/18/18	5.943	0.000	0.139	0.423	5.381
12/18/17	7.951	0.000	1.769	0.299	5.883
11/17/17	9.688	0.000	0.718	0.283	8.687
10/18/17	11.337	0.000	0.581	0.297	10.459
9/18/17	11.463	0.000	0.729	0.001	10.733
8/18/17	12.718	0.000	0.861	7.080	4.777
7/18/17	10.036	0.000	0.124	5.213	4.699
6/18/17	9.226	0.000	2.720	2.994	3.512
TOTAL	350.428	0.000	30.376	99.800	220.252



DATE ▼	TOTAL SOURCED	WATER SOLD	UNBILLED WATER	FLUSHING/LEAKS	UNACCOUNTED	ACCTBLTY
6/18/18	11.593	10.976	0.617	0.159	0.458	96%
5/18/18	9.304	8.814	0.490	0.163	0.327	96%
4/18/18	7.610	6.750	0.860	0.151	0.709	91%
3/18/18	5.584	5.459	0.125	0.202	- 0.077	101%
2/18/18	6.299	5.791	0.508	0.185	0.323	95%
1/18/18	5.943	5.369	0.574	0.185	0.389	93%
12/18/17	7.951	6.136	1.815	0.110	1.705	79%
11/17/17	9.688	7.767	1.921	0.306	1.615	83%
10/18/17	11.337	9.368	1.969	0.690	1.279	89%
9/18/17	11.463	9.628	1.835	1.569	0.266	98%
8/18/17	12.718	11.127	1.591	0.203	1.388	89%
7/18/17	10.036	9.235	0.801	0.039	0.762	92%
6/18/17	9.226	9.105	0.121	0.203	- 0.082	101%



DATE ▼	SOURCED	WATER SOLD	UNBILLED WATER	TREATED WATER	RETURN %	RAIN
6/18/18	11.593	10.976	0.617	3.121	28%	3.250
5/18/18	9.304	8.814	0.490	3.481	39%	2.500
4/18/18	7.610	6.750	0.880	4.098	61%	6.750
3/18/18	5.584	5.459	0.125	3.744	69%	3.750
2/18/18	6.299	5.791	0.508	3.979	69%	3.500
1/18/18	5.943	5.369	0.574	3.958	74%	2.750
12/18/17	7.951	6.136	1.815	5.412	88%	3.740
11/17/17	9.888	7.767	1.921	5.473	70%	4.150
10/18/17	11.337	9.368	1.969	5.204	58%	2.750
9/18/17	11.463	9.628	1.835	7.199	75%	1.410
8/18/17	12.718	11.127	1.591	5.107	46%	14.160
7/18/17	10.036	9.235	0.801	4.092	44%	6.370

*This data is available on our website. <http://www.gulfutility.net/commercial-accounts/>

Contact Information

Operations

Michael Williams, *Vice President of Operations – (B) Water, (B) Wastewater*

Phone: (713) 494-1793 Email: michaelw@gulfutility.net

Jeanette Montes, *Operations Administrator- BS Environmental Science*

Phone: (281) 355-1312 *112 Email: jeanette@gulfutility.net

Anthony Freeman, *Chief Operator – (B) Water, (B) Wastewater*

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Administration

Chuck Peterson, *President, Owner & CEO*

Phone: (832) 373-7276 Email: chuck@gulfutility.net

Julie Addison, *Executive Vice President*

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Departments

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Corina Swaim, *Customer Service Supervisor*

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Robert Cardinas, *Field Service Supervisor*

Phone: (281) 750-1938 Email: robertc@gulfutility.net

Joe Ortiz, *Maintenance Field Supervisor*

Phone: (281)781-5554 Email: joe@gulfutility.net

July 19, 2018

The Honorable Mayor and City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Re: Engineering Report
Council Meeting: July 24, 2018
City of Montgomery

Dear Mayor and Council:

The following information summarizes our activities on your behalf since the June 26, 2018 Council Meeting:

Status of Previously Authorized Projects:

All projects discussed below are included in the enclosed master schedule and maps of active developments and capital projects.

a) Buffalo Springs Drive Bridge Repair (FEMA)

The contractor is proceeding with installation of storm sewer along both the north and south embankments, and is continuing construction of the south embankment wall. The contractor is now on schedule for an end of August completion. We are working with the contractor to prepare Change Order No. 2 to include additional days due to rain delays. We will provide photos, an updated schedule, and summary of work completed since last meeting at the meeting.

b) Geographic Information System (GIS) Build

We are substantially complete with the Geographic Information System for the City. We plan to present the system to the public and distribute individual login information for City Staff at your July 24th Council meeting. We plan to provide the City with updated maps following this presentation.

c) FM 149 Sanitary Sewer Cleaning and Televising

We are working with the City to finalize a letter to be sent to MagnaFlow regarding payment for the work completed, less the cost of repairs for damages to Lift Station No. 3. We plan to send the letter out next week and provide a copy of the letter at the meeting.

d) Water Distribution System Analysis and Master Plan-CP No. 1, Water Plant No. 2 GST Backfill

As a reminder, this project will be rebid with the Water Plant No. 3 Improvements project.



Status of Previously Authorized Projects (cont.):

e) Water Distribution System Analysis and Master Plan - CP No. 2, 12-inch Waterline Across Town Creek Bridge

We anticipate the contractor will begin work this month, weather permitting. As a reminder, you approved Change Order No. 1 at your June 26th Council meeting to extend the contract to August 16th.

f) Water Distribution System Analysis and Master Plan – CP No. 3 – Downtown and SH-105 Waterline Replacement

As a reminder, this project is included in the TWDB Drinking Water State Revolving Fund (“DWSRF”) loan. We expect to complete the design in August 2018 and receive plan approval in September 2018. We expect construction to begin in November 2018.

g) Water Distribution System Analysis and Master Plan – CP No. 9 - Water Plant No. 3 Improvements

As a reminder, this project is included in the TWDB DWSRF loan. We expect to complete the design and receive all plan approvals in Fall 2018.

h) Sanitary Sewer System Analysis and Master Plan – CP No. 3b – Lift Station No. 1 Replacement

As a reminder, this project is included in the TWDB Clean Water State Revolving Fund (“CWSRF”) loan. We expect to complete the design by the end of July 2018 and submit the design for approvals.

i) Sanitary Sewer System Analysis and Master Plan – CP No. 10 – Lift Station No. 3 Force Main Re-Route

As a reminder, this project is included in TWDB CWSRF loan. We expect to complete the design by the end of July 2018 and receive plan approval in September 2018. We expect construction to begin in November 2018.

j) 18” Gravity Sanitary Sewer Extension

Bids were received at City Hall for this project on July 17th. Enclosed under separate cover is a letter to Council regarding the receipt of bids for Phase I of the 18” Gravity Sanitary Sewer Extension.

Action Item – Consideration and possible action regarding award and execution of construction contract documents for the 18” Gravity Sanitary Sewer Extension, Phase I.

k) Baja Road Water and Drainage Improvements (CDBG)

We are continuing to work with the GrantWorks to obtain environmental clearance for the project. We expect to complete the design and receive all approvals in August 2018. We expect construction to begin in October 2018.

l) Baja Road Paving Repairs (FEMA)

We are preparing a scope and schedule for the project, which will take place following the completion of the Baja Road Water and Drainage Improvements (CDBG) project.

m) Atkins Creek Water, Sanitary, and Storm Sewer Repairs (FEMA)

We provided the City with a contract for our engineering services and await receipt of an executed contract to begin design.

Status of Previously Authorized Projects (cont.):**n) GLO Projects**

We submitted the required documentation to GrantWorks to complete the review package on March 15th. As a reminder, the projects submitted include the remaining estimated portion of the Buffalo Springs Drive Bridge; sanitary sewer, drainage, and paving improvements along Martin Luther King, Jr. and Baja Road including improvements to a tributary of Town Creek; the addition of a generator at Water Plant No. 3; and improvements to Lift Station No. 3. It is our understanding funding for these projects will not be available until September 2018 at the earliest.

Existing and Upcoming Developments:**a) Feasibility Studies**

- i. **Star of Texas Seniors** – As a reminder, at the June 12th meeting of the City Council, we were authorized to proceed with a Utility and Economic Feasibility Study for the 5-acre multifamily Star of Texas Seniors Development on Lone Star Parkway. We will present a report of our findings at the council meeting.

Agenda Item – Presentation of Utility and Economic Feasibility Study for the Star of Texas Seniors Development.

- ii. **Louisa Lane Single Family Development** – As a reminder, at the June 26th meeting of the City Council, we were authorized to proceed with a Utility and Economic Feasibility Study for the Louisa Lane Single Family Development. We plan to present our findings at the August 28th meeting of the City Council.

b) Plan Reviews

- i. **BlueWave Express Car Wash** – We received revised plans on July 13th and returned comments on July 17th.
- ii. **ProCore Developments** – We received revised plans on June 29th and returned comments on July 3rd. We received an additional set of revised plans on July 18th and will return comments or plan approval next week.
- iii. **Peter Hill Public Infrastructure** – We received revised plans on July 3rd and await the deposit of funds from the developer before proceeding with our review.
- iv. **Spirit of Texas Montgomery** – We received revised plans on June 27th and returned plan approval on June 28th, contingent upon the execution of an encroachment agreement for their proposed lighting and sign.
- v. **Lone Star Cowboy Church** – We received plans on July 5th and returned comments on July 17th.

c) Plat Reviews

- i. **Samdana Investments Minor Plat** – We did not receive a revised plat this month.
- ii. **Lone Star Parkway North, Sections 1 & 2 Vacating Plat** – We did not receive a revised plat this month.

d) Ongoing Construction

- i. **Villas of Mia Lago, Section 2** – It is our understanding the contractor is working to address the punch list items identified at the final inspection.
- ii. **Hills of Town Creek, Section 3** – Construction is proceeding on the public improvements to serve the development.
- iii. **Emma's Way** – It is our understanding the contractor is continuing to install the public waterline and sanitary sewer lines. Per the City's request, our construction inspection services are on hold pending the receipt of an executed escrow agreement and deposit from the developer.
- iv. **Montgomery First Phase I, II, & III** – Construction is proceeding on the private paving, private drainage, and public waterline and sanitary sewer line.

e) One-Year Warranty Inspections

- i. **Lift Station No. 14** – We are working with Public Works and Gulf Utilities to bring the lift station to the proper specifications with the funds deposited by the developer for the replacement pumps. Upon completion and final inspection of the lift station, we will recommend the City release the remaining funds to the developer.
- ii. **McCoy's Public Water and Sanitary Sewer Extensions** – We are scheduled to conduct a one year warranty inspection for the public infrastructure installed by McCoy's on July 25, 2018.

Meetings and Ongoing Activities:

- a) **2018 GRP Amendment** – We plan to submit the GRP Amendment Application to Lone Star Groundwater Conservation District to request additional permit capacity for the Catahoula Well permit to accommodate current demands and future growth within the City based on updated projections based on the June 9th Council workshop.
- b) **Lone Star Parkway Transportation Improvement Plan (TIP)** – We are working with the H-GAC to discuss planning for the possible acceptance Lone Star Parkway by TxDOT in the future.

Meetings and Ongoing Activities (cont.):

- g) **Development Handbook and Approval Process** – We completed the development handbook and provided a final copy to the City Secretary and City Administrator on June 29th.
- h) **2018-2019 Budget** - We are working with City staff to identify potential capital projects including estimated costs for studies to plan for future improvements, additional waterline loops, sanitary sewer extensions, and additional evaluation and repairs to the sanitary sewer system to include in the 2018-2019 budget.
- i) **Weekly Operations Conference Call** – We continue hosting a weekly conference call with representatives from Gulf Utility Service, Inc. and City Staff. Items of note discussed during the previous month included cooling tower operations at Water Plant No. 3, updates on various warranty inspections, general updates on all active design and construction projects, and general operations of the City’s water and sanitary sewer facilities.
- j) **Technical Operations Review Committee (TORC)** – We met with the Technical Operations Review Committee on July 10th to discuss updated water and wastewater usage projections.

Please contact Katherine Vu or me if you have any questions.

Sincerely,



Chris Roznovsky, PE
Engineer for the City

CVR/kmv

Enclosures:

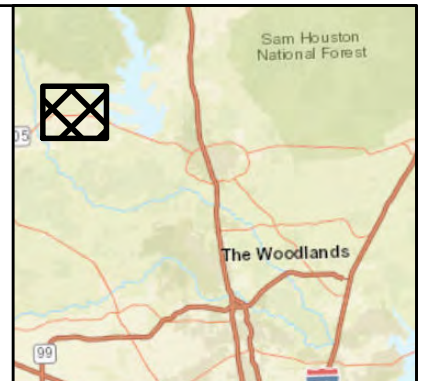
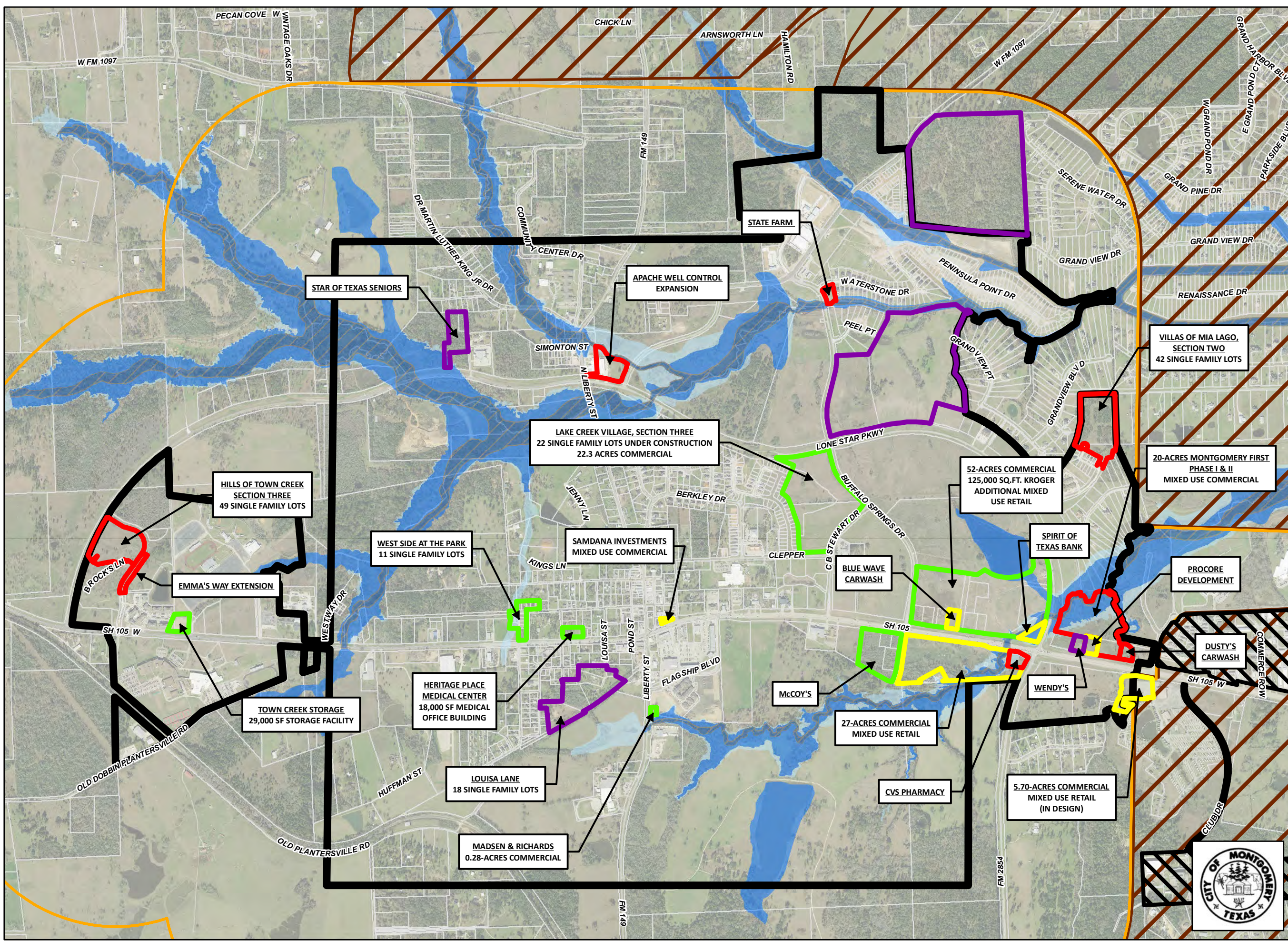
Project Master Schedule
Active Developments Map
Active Capital Projects Map

Cc (via email):

The Planning and Zoning Commission – City of Montgomery
Mr. Jack Yates – City of Montgomery, City Administrator
Ms. Susan Hensley – City of Montgomery, City Secretary
Mr. Larry Foerster – Darden, Fowler & Creighton, LLP, City Attorney

City of Montgomery Capital Project Schedule

WBS	Project/Task (Funding)	Predecessor	Start	End	Cal. Days	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19
1 Buffalo Springs Drive Bridge Embankment (FEMA/CDBG)																			
1.1	Prepare Contracts		Tue 11/14/17	Thu 11/23/17	10														
1.2	Final FEMA and CDBG Clearance		Fri 11/24/17	Thu 12/14/17	21														
1.3	Execute Contracts	1.2	Fri 12/15/17	Wed 12/20/17	6														
1.4	Issue Notice to Proceed	1.3	Sun 12/24/17	Thu 1/04/18	12														
1.5	Construction	1.4	Thu 1/04/18	Tue 7/24/18	202	█													
2 Buffalo Springs Drive Waterline (City/Developer)																			
2.1	Prepare Contracts		Tue 11/14/17	Mon 11/27/17	14														
2.2	Execute Contracts	2.1	Tue 11/28/17	Mon 12/11/17	14														
2.3	Issue Notice to Proceed	2.2	Mon 12/18/17	Wed 12/27/17	10														
2.4	Construction	2.3	Thu 4/26/18	Thu 8/16/18	113	█													
3 Lift Station No. 3 Force Main Reroute (TWDB)																			
3.1	Design		Tue 11/14/17	Tue 8/07/18	267	█													
3.2	Approvals	5.1	Tue 8/07/18	Mon 8/27/18	21		█												
3.3	Bidding	5.2	Mon 8/27/18	Mon 9/10/18	15			█											
3.4	Award Contract	5.3	Tue 9/25/18	Tue 9/25/18	1				█										
3.5	Prepare Contracts	5.4	Wed 9/26/18	Tue 10/02/18	7					█									
3.6	Execute Contracts	5.5	Wed 10/03/18	Tue 10/16/18	14						█								
3.7	Issue Notice to Proceed	5.6	Tue 10/23/18	Thu 11/01/18	10							█							
3.8	Construction	5.7	Mon 11/05/18	Fri 1/18/19	75								█						
4 Downtown Waterline Replacement (TWDB)																			
4.1	Design		Tue 11/14/17	Wed 8/15/18	275	█													
4.2	Approvals	6.1	Wed 8/15/18	Thu 9/27/18	44		█												
4.3	Bidding	6.2	Fri 9/28/18	Fri 10/12/18	15			█											
4.4	Award Contract	6.3	Tue 10/23/18	Tue 10/23/18	1				█										
4.5	Prepare Contracts	6.4	Tue 10/23/18	Mon 10/29/18	7					█									
4.6	Execute Contracts	6.5	Tue 10/30/18	Mon 11/12/18	14						█								
4.7	Issue Notice to Proceed	6.6	Mon 11/19/18	Wed 11/28/18	10							█							
4.8	Construction	6.7	Thu 11/29/18	Tue 5/07/19	160								█						
5 Water Plant No. 3 Improvements (TWDB)																			
5.1	Design		Tue 11/14/17	Fri 8/31/18	290	█													
5.2	Approvals	7.1	Sat 9/01/18	Mon 10/15/18	45			█											
5.3	Bidding	7.2	Thu 10/18/18	Fri 11/16/18	30				█										
5.4	Award Contract	7.3	Tue 11/27/18	Tue 11/27/18	1					█									
5.5	Prepare Contracts	7.4	Wed 11/28/18	Tue 12/04/18	7						█								
5.6	Execute Contracts	7.5	Wed 12/05/18	Tue 12/18/18	14							█							
5.7	Issue Notice to Proceed	7.6	Tue 12/25/18	Thu 1/03/19	10								█						
5.8	Construction	7.7	Thu 1/03/19	Fri 8/30/19	240									█					



LEGEND

- Active Development (Phase)
 - Complete/Under Warranty (Green outline)
 - Under Construction (Red outline)
 - In Design (Yellow outline)
 - Planning/Feasibility (Purple outline)
- City Limits (Thick black outline)
- Stanley Lake MUD (Hatched pattern)
- City ETJ (Orange outline)
- City of Conroe ETJ (Brown outline)
- Floodway (Blue shaded area)
 - 100-year (Dark blue)
 - 500-year (Light blue)
- MCAD Parcels (Thin black outline)

ACTIVE DEVELOPMENTS (JULY 2018)

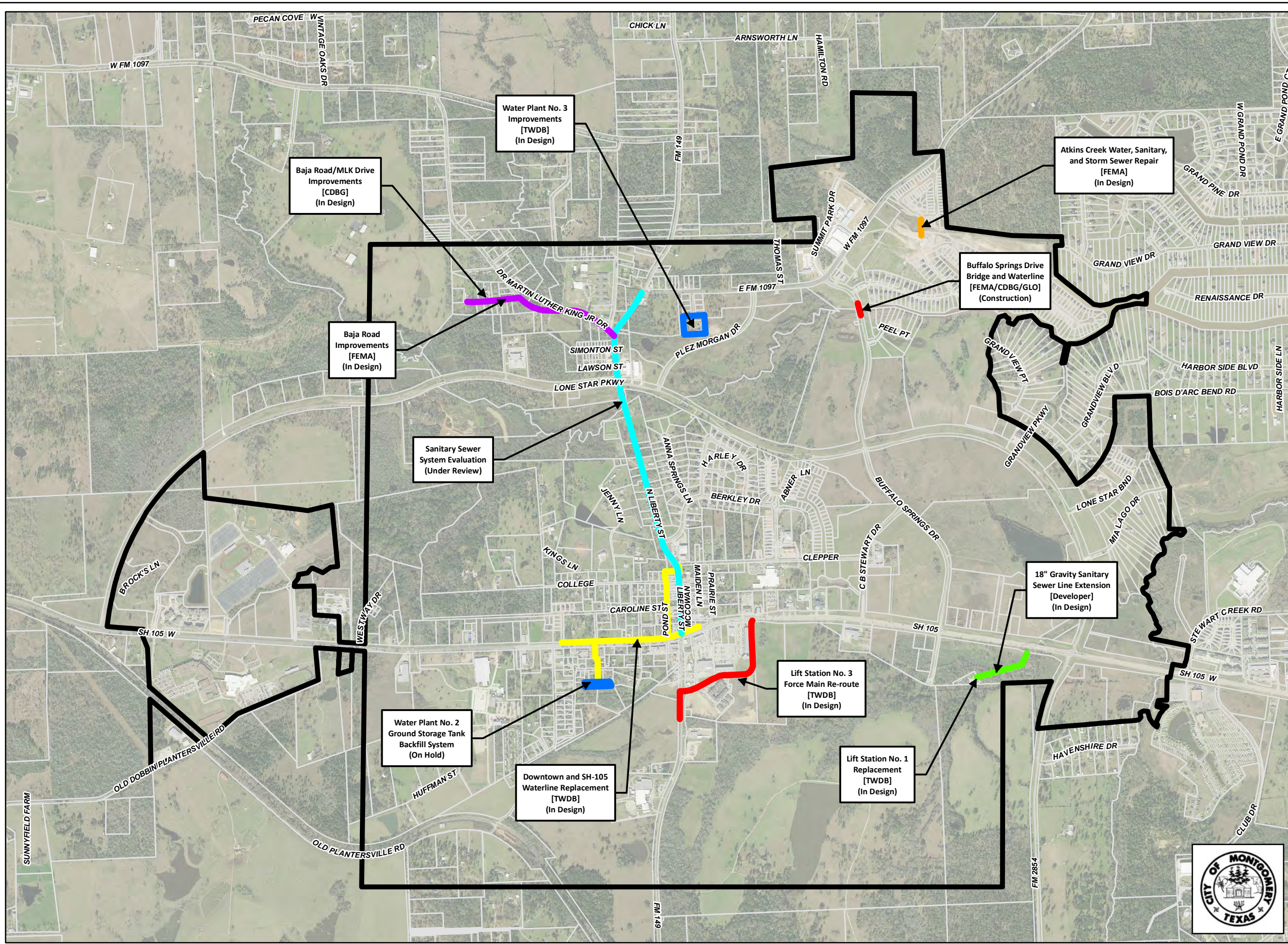
0 750 1,500
Feet

1 inch equals 1,500 feet

Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones|Carter, Inc. concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.



JONES | CARTER
Texas Board of Professional Engineers Registration No. F-439

Path: E:\Projects\Districts\CityOfMontgomery\PRIS\Overall\Development_11x17.mxd Project Number: W5841-0900-38 Date: 7/17/2018 User Name: CEH

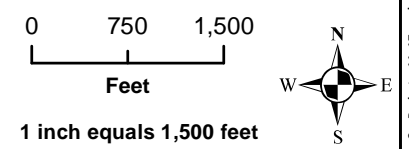


VICINITY MAP
Scale: 1 inch equals 20 miles

LEGEND

-  City Limits
-  MCAD Parcels

ACTIVE CAPITAL PROJECTS (JULY 2018)



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**CITY OF MONTGOMERY
ACCOUNT BALANCES
For Meeting of July 24, 2018**

	<u>CHECKING ACCT BALANCES</u>	<u>PRIOR MONTH END INVESTMENTS</u>	<u>TOTAL FUNDS AVAILABLE</u>
<u>GENERAL FUNDS</u>			
OPERATING FUND #1017375	\$ 391,403.13		\$ 391,403.13
HOME GRANT FUNDS /COPS UNIVERSAL #1032895	\$ 10.00		\$ 10.00
ESCROW FUND #1025873	\$ -		\$ -
PARK FUND #7014236	\$ -		\$ -
POLICE DRUG & MISC FUND #1025675	\$ 10,675.64		\$ 10,675.64
INVESTMENTS - GENERAL FUND		\$ 300,000.00	\$ 300,000.00
TEXPOOL - GENERAL FUND # 00003		\$ 209,923.45	\$ 209,923.45
TEXPOOL - RESERVE FUND # 00005		\$ -	\$ -
TOTAL GENERAL FUND	\$ 402,088.77	\$ 509,923.45	\$ 912,012.22
<u>CONSTRUCTION FUND</u>			
BUILDING FUND #1058528	\$ -		\$ -
CONSTRUCTION ACCOUNT #1058544	\$ 424,777.72 *		\$ 424,777.72
BOK Financial Series 2017A	\$ 1,013,541.34		\$ 1,013,541.34
BOK Financial Series 2017BA	\$ 1,603,303.67		\$ 1,603,303.67
TEXPOOL - CONST # 00009		\$ 579.78	\$ 579.78
INVESTMENTS - CONSTRUCTION		\$ -	\$ -
TOTAL CONSTRUCTION FUND	\$ 3,041,622.73	\$ 579.78	\$ 3,042,202.51
<u>DEBT SERVICE FUND</u>			
DEBT SERVICE FUND #7024730	\$ 191,587.05		\$ 191,587.05
TEXPOOL DEBT SERVICE # 00008	\$ -	\$ 24,674.46	\$ 24,674.46
TOTAL DEBT SERVICE FUND	\$ 191,587.05	\$ 24,674.46	\$ 216,261.51
<u>COURT SECURITY FUND</u> #1070580	\$ 5,794.64	\$ -	\$ 5,794.64
<u>COURT TECHNICAL FUND</u> #1058361	\$ 30,068.12	\$ -	\$ 30,068.12
<u>GRANT FUND</u>			
HOME GRANT ACCOUNT #1059104	\$ 5,737.63		\$ 5,737.63
GRANT ACCOUNT #1048479	\$ 7,174.81		\$ 7,174.81
TOTAL GRANT FUND	\$ 12,912.44	\$ -	\$ 12,912.44
<u>HOTEL OCCUPANCY TAX FUND</u> #1025253	\$ 10,558.96	\$ -	\$ 10,558.96
<u>MEDC</u>			
CHECKING ACCOUNT #1017938	\$ 242,440.96		\$ 242,440.96
TEXPOOL - MEDC # 00003		\$ 237,811.70	\$ 237,811.70
INVESTMENTS - MEDC		\$ 250,000.00	\$ 250,000.00
TOTAL MEDC	\$ 242,440.96	\$ 487,811.70	\$ 730,252.66
<u>POLICE ASSET FORFEITURES</u> #1047745	\$ 4,272.25		\$ 4,272.25
<u>UTILITY FUND</u>			
UTILITY FUND #1017383	\$ 435,690.17		\$ 435,690.17
CUSTOMER DEPOSITS FUND #1017417	\$ -		\$ -
WATER WORKS & SAN SEWER #7013840	\$ -		\$ -
TEXPOOL - UTILITY FUND # 00002		\$ 18,177.55	\$ 18,177.55
TOTAL UTILITY FUND	\$ 435,690.17	\$ 18,177.55	\$ 453,867.72
TOTAL ALL FUNDS	\$ 4,377,036.09	\$ 1,041,166.94	\$ 5,418,203.03

INVESTMENTS	
TEXPOOL - GENERAL FUND	\$ 209,923.45
INVESTMENTS - GENERAL FUND	\$ 300,000.00
TEXPOOL - CONST # 00009	\$ 579.78
TEXPOOL - DEBT SERVICE # 00008	\$ 24,674.46
TEXPOOL - MEDC	\$ 237,811.70
INVESTMENTS - MEDC	\$ 250,000.00
TEXPOOL - UTILITY	\$ 18,177.55
TOTAL ALL INVESTMENTS	\$ 1,041,166.94

*Note: Due to General Fund from Construction Fund (for Bridge Repair) of the \$400,000.00 approved by Council \$334,343.21

Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: Quarterly MEDC Report
Date Prepared: July 20, 2018	

Subject

This is presentation of the quarterly MEDC report.

Description

Randy Moravec is expected to be present to present a report.

Recommendation

Follow the report and comment as you think appropriate

Approved By

City Administrator	Jack Yates	Date: July 20, 2018
--------------------	------------	---------------------



Montgomery Economic Development Corporation
2018 Q2 Review

DEVELOPMENTS

	Kroger Center	CVS	Liberty Street Business Park	NE Corner Strip Center	State Farm Insurance		
Status	Opened to public in 2018 Q1	Beginning site work Q3	Completed in May	Completed Q3 2017	Phase I under construction -- Open Q4		
++Employment	Message Envy: TBD Taste of China: 3-5 FT Blue Wave: TBD Spirit of Texas Bank: 10-12 FT in bank alone, lease space TBD	FTE: 3-5 PT: 10	Auto Trust Automotive: 3-4 FT Dog Trainer: 1 FT	Dentists of Montgomery: 4 FT	10-20 FT additional anticipated		
**Value of Buildings/Contents	Fill in Value: Message Envy: \$200K Taste of China: \$150K Blue Wave: \$1.7M Spirit of Texas Bank: \$2.2M <i>Source: Permit filings only</i>	\$1.4M <i>Source: Permit filings only</i>	Auto Trust Automotive: \$15K Dog Trainer: No new investment. Just a shell <i>Source: Permit filings only</i>	Fill in Value: Dentists of Montgomery: \$270K <i>Source: Permit filings only</i>	\$2M <i>Source: Permit filings only</i>		
MEDC Participation	• No new investments	•	• NA	• NA	• NA	•	•
Notes	• SOTB = 2-story building, 4-5K sf Bank space, ~6K lease space Shooting for March completion	•	• 12K sf total building • .279 acres	Coming soon: Mammogram center	• Phase 1 - 5800 sf • Phase 2 – Professional/Office 8-10K sf in 3 years • Phase 3 - Professional/Office 8-10K sf in 6 years		

** More accurate accounting of building and contents will be available in 2019 MCAD appraisals

→ Totals jobs: 34 FT 10 PT (✓ 27 of those are Primary Jobs)



DIRECTOR / ADMINISTRATOR ACTIVITIES

- 5 RFP's received, 1 qualified response submitted
 - ✓ Typical proposal includes key criteria identified for site selection, utilities proposal as required, detailed site plan, Montgomery Area demographics, maps of the area/region
- City Administrator / Developer Meetings: 18 total, 10 Commercial + 8 Residential
- Calling on new businesses + active projects around the city = 15
- Keller Williams Lake Conroe Economic Update -- April 24, 2018 *Keynote*
- Lake Conroe Rotary speaker -- April 26, 2018 *Keynote*
- Attended H-GAC Open for Business seminar for small communities in the surrounding Houston Metro Area
- Met with Lone Star College President -- building relationship for future partnership with college and Montgomery Area
- Partnered local business leaders and engineers with MHS Engineering Design students to promote further connection back to Montgomery upon graduation.
- Research of cities across Texas for comparison and review of comprehensive plans, strategic plans, streetscape plans and budget breakdowns

MEDC ACTIVITIES + ACTUAL EXPENSES

- Historic District Improvement grant awarded to SnoBalls for decking and exterior improvements \$5K approved
- Rotary Club Historic Video Project partnership grant awarded \$3K

FUTURE CONSTRUCTION CONTEMPLATED

- 1 space remaining in Plaza @ Eva
- 1 in-line retail space remaining in Kroger Center
- Kenrock Properties behind CareNow Center
- Stone Creek Medical Center in front of Ransom's Steak House

PERMITS ISSUED + VALUE Q2 only:

- Residential: 38 issued Total Permit Value: \$31.3K
- Commercial: 7 issued Total Permit Value: \$9.9K

YTD:

- Residential: 57 issued Total Permit Value: \$51.2K
- Commercial: 20 issued Total Permit Value: \$24.2K

LEGEND

FT = Full Time = 40 hours per week

PT = Part Time = below 40 hours per week/ avg 20-30 hours per week

RFP = Request for Proposal

MCAD = Montgomery County Appraisal District

Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: Ordinance rezoning property
Date Prepared: July 20, 2018	

Subject

This is the final action regarding the rezoning question regarding the rezoning of the property at 2512 Lone Star Pkwy. from I-Industrial to R-2 MultiFamily.

Description

This is to act on the request for rezoning of this parcel. My suggestion is have as much discussion as you want to in advance, but as to why you are voting the way you are—say as little as possible and simply vote the way you decide to vote. This is to prevent legal issues. You have every right to vote how you want to, and the less said about why you are voting the way you are the better.

Recommendation

Motion to approve the Ordinance as presented.

Approved By

City Administrator	Jack Yates	Date: July 20, 2018
--------------------	------------	---------------------

Motion was made by _____, seconded by _____

_____, that the following Ordinance be passed:

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE CITY CODE OF ORDINANCES AMENDING CHAPTER 98, "ZONING," FOR THE LARRY JACOBS PROPERTY AT 2512 LONE STAR PARKWAY FROM "I" INDUSTRIAL ZONING DISTRICT CLASSIFICATION AS FOUND ON THE CITY'S OFFICIAL ZONING MAP TO "R-2" MULTI-FAMILY ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE.

WHEREAS, the City Council has passed the City of Montgomery Zoning Ordinance providing certain rules and regulations concerning zoning within the City of Montgomery, as found in the Code of Ordinances ("CODE") at Chapter 98; and

WHEREAS, the City Council has been informed that the 5-acre tract owned by Larry Jacobs located at 2513 Lone Star Parkway, and further described in the attached plat and legal description incorporated into this Ordinance as Exhibit "A," (herein "the Property"), is currently zoned "I" (Industrial) on the City's Official Zoning Map; and

WHEREAS, the owner Larry Jacobs has requested that the City Council rezone the Property as "R-2" (Multi-Family) as authorized by Section 98-30 of the CODE; and

WHEREAS, the Planning and Zoning Commission conducted two public hearings on the proposed zoning reclassification of the Property on June 25, 2018 and again on July 23, 2018; and

WHEREAS, pursuant to Section 98-30(c) of the CODE, the City Planning and Zoning Commission has submitted an Amended Final Report to the City Council in which it has voted to approve and recommend that the Property be reclassified as "R-2 Multi-Family" consistent with its proposed use; and

WHEREAS, a public hearing was also conducted on July 25, 2018 before the City Council, as authorized by Section 98-30(d) of the CODE, in order to consider the Amended Final Report and the proposed amendment of the zoning classification of the Property to "R-2 Multi-Family;" and

WHEREAS, the City Council finds that all notifications and other procedures required by Section 98-30 of the CODE have been followed; and

WHEREAS, the City Council has determined that it in the best interest of the citizens of the City that the Property should be reclassified as “R-2 Multi-Family;”

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

Section 1. Adoption of Recitals. The recitals in the preamble to this Ordinance are hereby adopted as the findings and conclusions of the City Council.

Section 2. Amendment to the City Zoning Map. Pursuant to Section 98-30 of the Code of Ordinances, City of Montgomery, Texas, the Official Zoning Map of the City of Montgomery is hereby amended so that the zoning classification of the Larry Jacobs property located as 2512 Lone Star Parkway, as herein described in the attached plat (Exhibit “A”), is reclassified from “I” Industrial Zoning District to “R-2” Multi-Family Zoning District.

Section 3. Codification of this Ordinance. Wherever any provision of this Ordinance provides for the amendment of the Code of Ordinances, City of Montgomery, Texas, such provision shall be liberally construed to provide for the codification of the specified provision and for such other provisions of the Ordinance that the codifier in its discretion deems appropriate to codify. The codifier may change the designation or numbering of chapters, articles, divisions or sections as herein specified in order to provide for logical ordering of similar or related topics and to avoid the duplicative use of chapter, article or section numbers. Neither the codification nor any application of the codified Ordinance shall be deemed invalid on the basis of a variance in the number or section of this Ordinance and its codified provisions. The failure to codify the specified provisions of this Ordinance shall not affect their validity or enforcement.

Section 4. Repeals all Ordinance in Conflict with this Ordinance.

Any and all provisions of ordinances in conflict with this Ordinance are hereby expressly repealed.

Section 5. Savings Clause.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portion of this Ordinance shall not be affected hereby, it being the intention of the City Council of the City of Montgomery in adopting and of the Mayor in approving this Ordinance, that no portion hereof or provisions or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation.

Section 6. Effective Date.

The effective date of this Ordinance shall be upon its passage.

PASSED AND APPROVED this _____ day of _____, 2018

Sara Countryman, Mayor

ATTEST:

Susan Hensley, City Secretary

APPROVED AS TO FORM:

Larry L. Foerster, City Attorney

P. 1 of 2

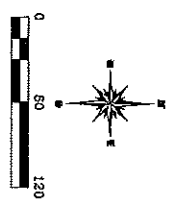
SURVEY OF
3.00 ACRES

LOCATED IN THE _____ BLOCK, SURVEY ABSTRACT NO. 11,
BASED ON THE _____ DEED, _____ THURSDAY RECORDED IN
COUNTY CLERK'S FILE _____, MONTGOMERY,
THE DEED RECORDS _____ COUNTY, TEXAS
REF: _____ C. R. LYNN DATE: FEB. 2, 2011
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AS TO THE
THE BOUNDARIES, AND THAT THERE IS NO UNLAWFUL ENCROACHMENT,
OTHER THAN AS SHOWN HEREON, OR CONFLICTS EXCEPT AS SHOWN HEREON.

STEVEN LAUDLUM R.R. 5 N 11 W

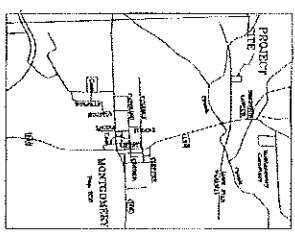
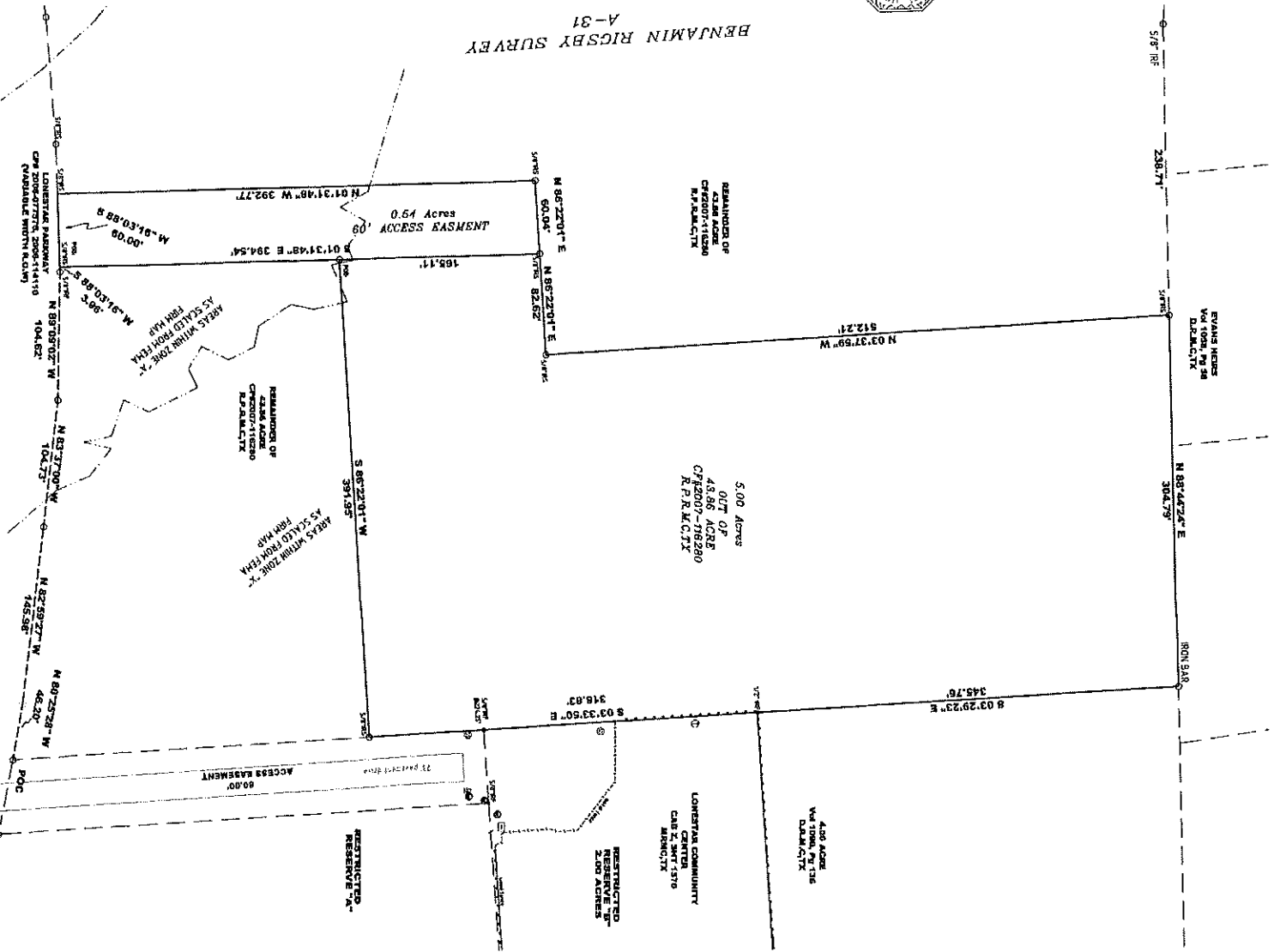


Exhibit "A"



7. Land Surveyors Company
P.O. Box 1080 Commerce, Texas 77203-1080
505-533-5444 FAX 505-533-5442
Web: www.surymont.com

BENJAMIN RIGSBY SURVEY
A-31



SURVEYOR'S NOTES

- 1) THE BOUNDARIES SHOWN HEREON ARE BASED ON THE RECORDED PLAN.
- 2) THE SURVEYOR HAS NOT INVESTIGATED THE SUBJECT PROPERTY.
- 3) THE SURVEYOR HAS NOT INVESTIGATED THE SUBJECT PROPERTY. THE PROPERTY SET NO. 1000, P.V.T. THE D.B.A. OF C.I.X. MUST BE RECORDED.
- 4) SURVEYOR HAS MADE NO INVESTIGATION OR INSPECTION OF RECORDS FOR EASEMENTS OR RECORDS, ENCUMBRANCES, INTERESTS, COVENANTS, ASSIGNMENTS, TITLE EVIDENCE OR ANY OTHER MATTERS THAT MAY AFFECT THE SUBJECT PROPERTY.
- 5) ALL ADJACENT DEEDS RECORDED IN THE PUBLIC RECORDS HAVE BEEN CHECKED FOR CONFLICTS WITH THIS SURVEY.
- 6) EASEMENTS RECORDED IN DEED RECORDS IN 1984-1985 DO NOT AFFECT SUBJECT PROPERTY.
- 7) ZONING DATA
- 8) SURVEYOR HAS NOT INVESTIGATED THE SUBJECT PROPERTY.
- 9) SURVEYOR HAS NOT INVESTIGATED THE SUBJECT PROPERTY.
- 10) SURVEYOR HAS NOT INVESTIGATED THE SUBJECT PROPERTY.
- 11) SURVEYOR HAS NOT INVESTIGATED THE SUBJECT PROPERTY.
- 12) SURVEYOR HAS NOT INVESTIGATED THE SUBJECT PROPERTY.
- 13) SURVEYOR HAS NOT INVESTIGATED THE SUBJECT PROPERTY.
- 14) SURVEYOR HAS NOT INVESTIGATED THE SUBJECT PROPERTY.
- 15) SURVEYOR HAS NOT INVESTIGATED THE SUBJECT PROPERTY.
- 16) SURVEYOR HAS NOT INVESTIGATED THE SUBJECT PROPERTY.
- 17) SURVEYOR HAS NOT INVESTIGATED THE SUBJECT PROPERTY.
- 18) SURVEYOR HAS NOT INVESTIGATED THE SUBJECT PROPERTY.
- 19) SURVEYOR HAS NOT INVESTIGATED THE SUBJECT PROPERTY.
- 20) SURVEYOR HAS NOT INVESTIGATED THE SUBJECT PROPERTY.

- NOTES**
- 1. ALL BUILDING LINES
 - 2. ALL BUILDING LINES
 - 3. ALL BUILDING LINES
 - 4. ALL BUILDING LINES
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 - 20. ALL BUILDING LINES

Exhibit "A"

R-52-92



SURVEYORS

PLANNERS

“A LAND SURVEYING COMPANY”

Feb 21, 2017
A31AC5.00

BEING a 5.00 acre tract in the B Rigsby Survey Abstract 31, Montgomery County, Texas and being out of a called 43.86 acre tract of land as recorded under Clerk's File No. 2007-116280 Real Property Records of Montgomery County, Texas, said 5.00 acre tract being more particularly described as follows:

COMMENCING at the southeast corner of restricted RESERVE "A", as shown on a plat called LONESTAR COMMUNITY CENTER, as recorded in Montgomery County Map Records in Cabinet Z, Sheet 1570 and the southerly line of the said 43.86 acre tract proceeding in a westerly direction along said road the following courses, (1) N 80°25'28"W, 46.20 feet, (2) N 82°59'27"W, 145.98 feet, (3) N 83°37'00"W, 104.73 feet, (4) N 89°09'02"W, 104.62 feet, (5) S 88°03'16"W, 3.96 feet to a 5/8" iron rod capped Survtech as the southeast corner of a proposed 60 foot access easement, (6) leaving said road and on the east line of said easement N 01°34'48"W, 229.43 feet to a set 5/8" iron rod capped Survtech as the **POINT OF BEGINNING** of the herein described 5.00 acres

THENCE N 01 deg. 31' 48" W across the said 43.86 acre tract, a distance of 165.11 feet to a 5/8" iron rod capped "Survtech" being the northwesterly corner of the herein described tract;

THENCE N 86 deg. 22' 01" E across the said 43.86 acre tract, a distance of 82.62 feet to a 5/8" iron rod capped "Survtech" being an interior corner of the herein described tract;

THENCE N 03 deg. 37' 59" W across the said 43.86 acre tract, a distance of 512.21 feet to a 5/8" iron rod capped "Survtech" set in the southerly line of the Evans Heirs tracts of land as recorded in Volume 1058, Page 58 of the Deed Records of Montgomery County, Texas being the upper northwesterly corner of the herein described tract;

THENCE N 88 deg. 44' 24" E along the southerly line of the Evans Tracts, a distance of 304.79 feet to an iron bar for the northwesterly corner of a called 4.00 acre tract of land as recorded in Volume 1090 Page 136, of the Deed Records of Montgomery County Texas, being the northeasterly corner of the herein described tract;

THENCE S 03 deg. 29' 23" E along the westerly line of the said 4.00 acre tract, a distance of 345.76 feet to 5/8" iron rod found for the southwesterly corner of the said 4.00 acre tract also being the northwesterly corner of Restricted Reserve B of the said Lonestar Community Center, being an angle point of the herein described tract;

THENCE S 03 deg. 33' 50" E along the westerly line of said Reserve B, (passing at 224.24' a 5/8" iron rod for the southwesterly corner of said Reserve B) a distance of 318.83 feet to a 5/8" iron rod capped "Survtech" set in the westerly line of the said 60' Access Easement out of Restricted Reserve A, and being the southeasterly corner of the herein described tract;

THENCE across the said 43.86 acre tract, S 86 deg 22' 01" W, a distance of 391.95 feet to the **POINT OF BEGINNING**, and containing 5.00 acres of land, more or less.

Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
	Exhibits: Scope of work and schedule, Proposed Contract, Listing of Charges, e-mail of questions/answers on fees. explanation of scour study cost, Option one an option two project cost.
Prepared By: Jack Yates City Administrator	
Date Prepared: July 20, 2018	

Subject

This regards a proposed contract for the Terra Vista area water and sewer crossing—necessary due to the washout of the water and sewer line across Atkins Creek adjacent to Terra Vista subdivision.

Description

This is a FEMA project brought about because of Hurricane Harvey. Over the past several months discussions between FEMA and the City have resulted in selection of an engineer for the project, Jones and Carter, and preliminary discussions about what to do to repair the water and sewer lines. The proposed solution is to do an aerial crossing, placing the water and sewer line on concrete piers across Atkins Creek. I have no problem with the proposed solution and realize that the engineering of such an aerial crossing is more involved/costly than just simply putting the lines back in the ground. However, I feel that the proposed \$133,500 for a \$232,500 project is excessive.

For instance there is a \$31,000 preliminary design, design, construction administration fee yet there is also a \$6000 charge for structural engineer, \$11,000 for environmental subconsultants and \$30,000 for drainage and scour study analysis-- to my mind structural engineer, the environmental sub-consultant in the drainage and scour study could/should be part of the \$31,000 design cost.

I asked Chris Roznovsky several questions and I received an email back in response, there attached to this note (his answers are in red).

If the cost estimate seems high, it is likely because either the project scope is not appropriate (maybe due deciding to elevate the pipe on piers) or the estimator is including hidden contingencies because of unknown factors. If there is a plan or preliminary plan for the improvements, then another engineer may be hired to review the proposal. This is called Value Engineering. The engineer may come up with ideas to save money like in this case placing concrete encasement around the pipe rather than elevating it on piers. This cost could be around \$5,000

However, this is simply a preliminary cost estimate, and I would like to get a second opinion on the engineering costs, not on the project itself. So, I believe that I can get another engineer to evaluate the engineering costs for probably \$3-4,000.

I wanted to get you opinion/approval to accomplish such a review.

Recommendation

Motion to authorize the City Administrator to have a review of the engineers projected cost to accomplish the Atkins Creek project before signing the contract with Jones and Carter to provide this engineering.

Approved By

City Administrator

Jack Yates

Date: July 20, 2018

TERRA VISTA AERIAL WATER AND SEWER CROSSING

CITY OF MONTGOMERY

Consultant:	Jones Carter
Client:	City of Montgomery
Project Name:	Terra Vista Aerial Water and Sewer Crossing (FEMA)

SCOPE OF WORK

- *Design Phase Services – JC will analyze Atkins creek for improvements & scour and prepare construction plans, specifications, contract documents, and final opinions of probable cost for the replacement work. JC will coordinate with structural engineering design to contribute to the overall design of the project. JC will also submit the construction plans to FEMA, TCEQ, and any other necessary government agencies for approval.*
- *Construction Phase Services – After completion of the Design Phase JC will assist the City in securing and analyzing bids or negotiated proposals, recommend award of construction contracts, and consult with the City during construction; transmit instructions of the City to the Contractor; periodically visit construction site to observe progress and quality of work; interpret drawings and specifications; review shop drawings, material and equipment tests, and Contractor's pay estimates; observe the completed construction for conformity to contract documents; and issue to the City a Certificate of Substantial Completion at which time the Construction Phase Services shall be deemed complete.*
- *Surveying Services – JC will perform the surveys necessary to gather the information that will serve for the basis of the engineering design work, including a 3-Dimensional scan of the channel. JC will also provide construction staking services as required for the project.*
- *Additional Services – JC will coordinate with FEMA, TCEQ, and any other necessary government agencies throughout the duration of the project to ensure smooth design, approval, and construction of the project. JC will also coordinate with the property owner and neighboring developers throughout the duration of the project to provide updates and ensure compliance with City policies for development on private property. JC will also provide Record Drawings for the completed construction project.*
- *Field Project Representation - JC will provide a part-time Project Representative during the construction period to observe work being performed as needed. Observed work includes, but is not limited to driving piles into the channel to construct the crossing, welding of the steel casing to the supports, excavation of the side slopes, and connection to existing utilities.*
- *Reimbursable Expenses – JC will coordinate with sub-contracted companies to provide geotechnical information and environmental sub-consultant engineering. JC will also coordinate all legal advertising with local newspapers prior to bidding.*

COST

The cost to perform the Design Phase work described above is \$59,000.
The cost to perform the Construction Phase work described above is \$10,000.
The cost to perform the Surveying work described above is \$11,500.
The cost to perform the Additional Services described above is \$10,000.
The cost to perform the Field Project Representation described above is \$9,000.
The cost to perform the Reimbursable Expenses described above is \$31,000.

JC requests the City's authorization of \$133,500, hourly and lump sum fee.

The estimate for the construction cost is \$232,800.

SCHEDULE

Geotechnical Investigation and Topographic Survey	30	calendar days*
Drainage & Scour Analysis	30	calendar days
Preparation of Specifications and Bid Documents	30	calendar days
Plan Approval and Permitting	60	calendar days
Advertisement and Bidding	30	calendar days
Contract Preparation	30	calendar days
<u>Construction</u>	<u>60</u>	<u>calendar days</u>
TOTAL DURATION	270	calendar days

* If approved, the effective start date is the following business day from the date of acceptance.



CONTRACT

ENGINEERING AND SURVEYOR SERVICES AGREEMENT

PART I AGREEMENT

THIS AGREEMENT, entered into this ____ day of ____, 2018 by and between the CITY OF MONTGOMERY, hereinafter called the "City", acting herein by Jack Yates, City Administrator hereunto duly authorized, and JONES & CARTER, INC. hereinafter called "Firm," acting herein by Chris Roznovsky, PE, Department Manager and Joshua P. Lee, PE, Vice President.

WITNESSETH THAT:

WHEREAS, the City of Montgomery desires to implement the following: Atkins Creek Water, Sanitary Sewer, and Storm Sewer Repairs Project under the general direction of the FEMA Public Assistance Program; and Whereas the City desires to engage the Firm to render certain engineering and surveying services in connection with FEMA Project 8015 Atkins Creek-406 Mitigation.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services - The Firm will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Firm shall commence on July 23, 2018. In any event, all of the services required and performed hereunder shall be completed no later than March 29, 2019.
3. Local Program Liaison - For purposes of this Agreement, the City Administrator or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the project, in order to make audits, examinations, excerpts, and transcripts.
5. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$133,500.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Montgomery County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

9. Extent of Agreement - This Agreement, which includes Parts I-V represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

CITY:

City of Montgomery, Texas

BY: _____

Jack Yates
City Administrator

Date: _____

Attest: _____

Susan Hensley
City Secretary

FIRM:

Jones & Carter, Inc.

BY: _____




Chris Roznovsky, PE
Department Manager

Date: _____

July 2, 2018

Attest: _____


Joshua P. Lee, PE
Vice President

PART II
SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:

SCOPE OF SERVICES

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the FEMA project and, if applicable, furnish to the City:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 60 days of the execution of this Agreement.
6. Furnish the City copies of the preliminary report, if applicable (additional copies will be furnished to the City at direct cost of reproduction).
7. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled council meeting until the project is closed by FEMA. The format for this report is attached to this Agreement as Exhibit 1.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
10. Ensure 10-day call to confirm prevailing wage decision.
11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Ensure construction contractor's eligibility verification through www.SAM.gov is accomplished.
15. Conduct pre-construction conference and prepare copy of report/minutes.
16. Issue Notice to Proceed to construction contractor.

17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
18. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
19. Use FEMA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
20. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
21. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City and the Firm and submit to FEMA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by FEMA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the City with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.
2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.

8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
 2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
 3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
 4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.
-

**PART III -
PAYMENT SCHEDULE**

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Completion of Topographic Survey and Geotechnical Analysis	20%
• Approval of Preliminary Engineering Plans and Specifications by City.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	20%
• Completion of bid advertisement and contract award.	10%
• Construction 50% Complete.	10%
• Construction Complete Prior to Final Inspection	10%
• Final Inspection, Submittal of Record Drawings, and Acceptance by the City.	10%
Total	100%

BASIC SERVICES

1. The Firm shall provide basic services including preliminary design, design, and construction administration. The payment for these BASIC SERVICES shall be paid as a lump sum of \$31,000.
2. The basic services lump sum fee also includes reproduction of 5 sets of full size plans and specification manuals.
3. The Firm shall provide a drainage and scour analysis. The payment for this service shall be paid as a lump sum of \$30,000 to complete the initial analysis and report and an additional a not to exceed \$5,000 hourly basis for review and approval by the required agencies.
4. The Firm shall be reimbursed the actual costs of necessary structural engineering sub-consultant fees based on billing statements from the sub-consultants, plus a \$150 processing fee per invoice. All fees for structural engineering sub-consulting shall not exceed \$6,000.
5. The Firm shall be reimbursed the actual costs of necessary environmental sub-consultant fees based on billing statements from the sub consultants, plus a \$150 processing fee per invoice. All fees for environmental sub-consulting shall not exceed a total \$11,000.
6. The Firm shall provide field project representation services and will be paid for this service on an hourly basis of not to exceed \$9,000.
7. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.

ADDITIONAL SERVICES

1. The Firm shall be reimbursed the actual costs of additional services including:
 - a. Coordination with FEMA
 - b. Analysis and evaluations required by FEMA not listed above.

- c. Construction Phase Services and Field Project Representation services after the construction contract time exceed 100% of the original contract time.
- d. Other additional engineering services not listed in the scope of work above.

Actual costs shall be based upon the enclosed schedule of hourly rates. All fees for additional services not exceed a total of \$10,000 unless previously authorized in writing by the City.

2. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.

SURVEYING SERVICES

1. The Firm shall be reimbursed the actual costs of topographic surveying and construction staking services based upon the enclosed schedule of hourly rates (Exhibit 2). All fees for surveying shall not exceed a total of \$11,500.
2. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.

SPECIAL SERVICES

1. The Firm shall be reimbursed the actual costs of necessary geotechnical investigation and construction materials testing based on itemized billing statements from the independent testing laboratory, plus a \$150 processing fee per invoice. All fees for testing shall not exceed a total of \$20,000.
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

PART IV
TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City.

City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal or state requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt

of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of award between FEMA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the award between FEMA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
 - a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with FEMA and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the award between FEMA and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.
13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Reporting Requirements - The Firm shall comply with the requirements and regulations pertaining to reporting (24 CFR 85.36 (i) (7)).

20. Patent Rights - The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (24 CFR 85.36 (i) (8)).
21. Copyrights and Rights in Data - The Firm shall comply with the requirements and regulations pertaining to copyrights and rights in data. (24 CFR 85.36 (i) (9)).
22. Energy Efficiency - The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).

PART V
PROJECT TIME SCHEDULE
ENGINEERING AND SURVEYOR
PROFESSIONAL SERVICES

Activity to be Completed by Date Specified	Milestone Date
City of Montgomery's Contract Start Date	07/23/2018
Topographic Survey Completed	08/19/2018
Geotechnical Analysis Completed	08/19/2018
Plans and Specifications Completed	09/30/2018
Plans and Specifications Submitted for Approval	10/07/2018
Advertise for Bids	11/04/2018
Wage Rate 10-Day Confirmation	12/04/2018
Construction Contract Awarded and Executed	12/09/2018
Construction – 50% Complete	01/20/2019
Construction – 75% Complete	02/03/2019
Construction – 90% Complete	02/18/2019
Construction & Final Inspections Completed	02/27/2019

Exhibit 1.

MONTHLY STATUS REPORT

City: _____

Date Submitted: _____

PW No.: _____

Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name

Date Cleared by City

**This report may be e-mailed or faxed to the City*

LISTING OF CHARGES

Atkins Creek

Based on Option 2

\$31,000.00 Preliminary Design, Design, Construction Administration

\$30,000.00 Drainage and Scour Study, Analysis

\$5,000.00 Hourly basis for review and approval of required review Agencies

\$6,000.00 Structured Engineer

\$11,000.00 Environmental, Sub-Consultant

\$9,000.00 Field Representation, Inspections

\$10,000.00 Actual cost with coordination with FEMA, new Analysis/Evaluation required from FEMA

\$11,500.00 Surveying Topographical and Construction staking

\$20,000.00 Geotechnical

Total \$133,500.00



Yates, Jack <jyates@ci.montgomery.tx.us>

RE: Atkins Creek Contract

1 message

Chris Roznovsky <CRoznovsky@jonescarter.com>

Tue, Jul 17, 2018 at 11:40 PM

To: "Jack Yates - City of Montgomery (jyates@ci.montgomery.tx.us)" <jyates@ci.montgomery.tx.us>, "Larry Foerster (foerster@dfcllp.com)" <foerster@dfcllp.com>

Cc: "Katherine M. Vu" <kvu@jonescarter.com>, "Hensley, Susan" <shensley@ci.montgomery.tx.us>, Jeffrey Bishop <JBishop@jonescarter.com>

Jack,

Please see answers in red below and supporting documents attached.

- what is the preliminary estimate for the project construction cost? **\$232,800. See attached cost estimates, memo, and email.**

-What did the drainage and scour study cost for the Buffalo Springs bridge project? **The cost for the bridge was around \$12,000. Attached is an email from my Hydraulics and Hydrology department when I asked the same question on why the drainage analysis was more than the bridge. I hope this clarifies it.**

-- And there is \$5000 for review and approval of the required agencies -- in this is to provide them with copies of the reports right? **Correct, it includes providing reports to agencies and receiving their approval. Sometimes it's a simple submission and receiving approval, sometimes it takes multiple iterations and explanation depending on the reviewer, which is why we propose to complete it on an hourly basis. If it only costs \$500, the City only pays \$500.**

-- \$6000 for structural engineers -- seems like this could be part of the \$31,000 for the plenary design, design, construction administration? **\$6,000 for structural is separate as it is a sub-consultant providing the structural design of the necessary piers. We broke it out so it would be clear what all is involved in the process. If the City wants it to be included in the lump sum it would raise the lump sum from \$31,000 to \$39,000 to cover our risk.**

-- 11,000 for environmental sub-consultants? What will they be doing? **Similar to the bridge crossing, FEMA projects require environmental studies and approval for wetlands and impacted areas by the USACE. The environmental consultant prepares reports and studies and obtains the necessary permits required to complete the construction. The scope of his involvement is the same as the bridge and not tied to the size of the project. See attached email.**

== A not to exceed \$9000 for field representation sounds kind of high for a project that probably will not take more than two months? **We estimated approximately 3 hours of FPR per day (including travel) by our field inspector for 20 working days and periodic visits by the design engineer and construction manager over the construction project, including final inspections. If, as we currently do, have multiple projects in construction at the same time the travel would be split among projects. This is worst case of a separate trip just to check this project.**

-- Additional coordination work with FEMA is based upon actual cost I realize is based upon per hour billing but that allows for 66 hours approximately. How do you differentiate between this work and the drainage and scour study and two geotechnical reports? **The \$5,000 for review and approval of the required agencies covers the drainage and scour analysis and the approval of it. The additional coordination with FEMA is estimated to be around \$8,000-9,000. This coordination is similar to the bridge crossing and other projects where we have weekly meetings, providing each FEMA personnel documents that each wants to see in a different format, etc...**

-- \$20,000 for geotechnical studies sounds high? Who does the geotechnical study is in Jones and Carter or an outside firm? **We obtained quotes from three firms for the geotechnical study. A subconsultant, Raba Kistner will complete the geotechnical study for an estimated cost of \$13,000. Which includes multiple deep bores on either side of the channel so the structural consultant can complete the design of the piers. The remaining is to cover the estimated cost for construction materials testing which is completed during construction on the backfill, compaction,**

Scour Study Cost

From: Kyle Blank
Sent: Wednesday, May 30, 2018 10:41:10 AM
To: Chris Roznovsky
Cc: Ryan T. Schilhab; Jeffrey Bishop
Subject: RE: Atkins Creek - HH Scope Language 20180515

Chris,

We upped the price since we would have to build the HEC-RAS model for the stream segment from scratch in both cases. Since the crossing does not exist, there is potential that the scour analysis may direct the structural engineer to make design changes. This means the hydraulic model would need to be updated and the scour analysis performed a second time.

This differed from Buffalo Springs where there was an existing crossing. This allowed us to reduce the effort needed to support the project and proposed changes. The scour focused on the abutments and bankheads with no piers. There was also additional time charged for the work on the Buffalo Springs design task for modifications to the report based on the final design.

The breakout of tasks for Atkins Creek includes:

- **Data Collection/Survey Coordination:**
 - Coordinate and review survey of channel cross sections **(5 hours)**
 - Need to confirm the crew will pick up what is needed (hopefully to avoid having to send the crew back out)
 - The survey needs to be reviewed to confirm all items that were requested are provided
 - Develop TIN and contour lines from survey work **(10 hours)**
 - Typically we will do this if not in survey's scope
 - For constructing the model, we will have to convert some of this data for use in GIS
- **Hydrologic Development (10 hours)**
 - Drainage area delineation
 - Determining hydrologic method and storm events needed
 - Hydrologic parameter development (TC, watershed slope, watercourse slope, longest flow path, centroid identification, initial loss, % impervious, % developed)
- **Hydraulic Development (60 hours)**
 - Cut cross section for the channel reach according to FEMA and HEC standards
 - Sections needed every 500-ft (FEMA)
 - Bounding sections needed based on the utility crossing alignment (HEC)
 - Coordinate with structural for pier placement, size, shape
 - Manning's "n" determination for existing and proposed conditions
 - Proposed cross section development (determine the restored channel configuration, Geotech recommendations?)
 - ADDITIONAL EFFORT: if scour analysis indicated potential structural design changes, adjustments to hydraulic model will be needed
- **Scour Analysis (15 hours)**

- Review Geotech report for D50/D90 data (may have to determine from data if not explicitly provided)
- Evaluate scour results for each scour equations type (live-bed or clear-water contraction scour)
- Coordinate with structural on results for scour to determine if structural design changes are needed
- ADDITIONAL EFFORT: re-evaluation of scour if design changes have been made
- **Report and Exhibit development (40 hours)**

We've charged for two recent Land Development projects in \$40-50K range for this type of analysis. Some flexibility is needed in land development projects and that adds to the costs.

**CONCEPTUAL CONSTRUCTION COST ESTIMATE
FOR
ATKINS CREEK SANITARY SEWER AND WATERLINE REPAIRS
OPTION 1: RETURN TO PRE-DISASTER CONDITIONS
CITY OF MONTGOMERY, TEXAS
June 18, 2018**

Item No.	Description	Unit	Quantity	Unit Price	Total
1.	Move-in, Bonds & Insurance	LS	1	\$ 30,000	\$ 30,000
2.	Import and Install Backfill	CY	2,800	17	47,600
3.	8" PVC Waterline	LF	80	90	7,200
4.	8" PVC Sanitary Sewer	LF	120	85	10,200
5.	2" Blow-Off Valve & Box	EA	1	500	500
6.	Cement Stabilized Sand Cradle	EA	1	15,000	15,000
7.	Connection to Existing 8" Waterline	EA	1	2,000	2,000
8.	Connection to Existing 8" Sanitary Sewer Line	EA	2	1,000	2,000
9.	Remove and Replace 42" Safety End Treatment	LS	1	15,000	15,000
10.	Trench Safety System	LF	200	2	400
11.	Storm Water Pollution Prevention Plan	LS	1	10,000	10,000
12.	Site Restoration including Hydromulch	LS	1	5,000	5,000

This Document is Released for the Purpose of:
General Financial Planning
 Under the Authority of:
 Engineer: Jeffrey M. Bishop, P.E.
 License No.: 126353
 It is Preliminary in Nature and not to be Used for Feasibility of Land Purchases,
 Bond Applications, Loans or Grants.

Subtotal	\$ 144,900
Contingencies (15%)	21,700 ⁽¹⁾
Reimbursable Expenses	31,000 ⁽²⁾
Engineering and Surveying	96,500 ⁽³⁾
TOTAL	\$ 294,100
Source of Funding: FEMA(90%)	\$ 264,690
City (10%)	\$ 29,410
	\$ 294,100

Notes:

- (1) Contingencies include a 15% cost for additional, unseen, and future costs from time of proposal.
- (2) Includes geotechnical investigation, environmental sub-consultation, construction materials testing, advertising fees, and reproduction.
- (3) Includes engineering, coordination and meetings with FEMA, drainage and scour analyses, surveying, construction administration, and field project representation.
- (4) Proposed work does not and cannot include improvements to Atkins Creek on private property upstream and downstream of the project location. Therefore, the project cannot account for upstream and downstream erosion, and is not a feasible solution to the damages.



**CONCEPTUAL CONSTRUCTION COST ESTIMATE
FOR
ATKINS CREEK SANITARY SEWER, WATERLINE, & STORM SEWER REPAIRS
OPTION 2: AERIAL WATER AND SANITARY SEWER CROSSING
CITY OF MONTGOMERY, TEXAS
June 18, 2018**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1.	Move-in, Bonds & Insurance	LS	1	\$ 30,000	\$ 30,000
2.	Import and Install Backfill	CY	592	17	10,000
3.	16" Welded Steel Carrier Pipe	LF	80	225	18,000
4.	20" Welded Steel Carrier Pipe	LF	120	250	30,000
3.	8" PVC Waterline	LF	80	65	5,200
4.	8" PVC Sanitary Sewer	LF	120	50	6,000
5.	2" Blow-Off Valve & Box	EA	1	500	500
6.	Drilled Concrete Piers with Pile Cap and Saddle	LS	1	50,000	50,000
7.	16" Steel Saddle Connection	EA	3	1,000	3,000
8.	20" Steel Saddle Connection	EA	3	1,000	3,000
8.	Connection to Existing 8" Waterline	EA	1	2,000	2,000
9.	Connection to Existing 8" Sanitary Sewer Line	EA	2	1,000	2,000
10.	Remove and Replace 42" Safety End Treatment	LS	1	15,000	15,000
11.	24" Concrete Rip-Rap	SY	100	125	12,500
12.	Trench Safety System	LF	100	2	200
13.	Storm Water Pollution Prevention Plan	LS	1	10,000	10,000
14.	Site Restoration including Hydromulch	LS	1	5,000	5,000

This Document is Released for the Purpose of:
General Financial Planning
 Under the Authority of:
 Engineer: Jeffrey M. Bishop, P.E.
 License No.: 126353
 It is Preliminary in Nature and not to be Used for Feasibility of Land

Subtotal	\$ 202,400
Contingencies (15%)	30,400 ⁽¹⁾
Reimbursable Expenses	31,000 ⁽²⁾
Engineering and Surveying	102,500 ⁽³⁾
TOTAL	\$ 366,300

Source of Funding: FEMA(90%)	\$ 329,670
City (10%)	\$ 36,630
	\$ 366,300

Notes:

- (1) Contingencies include a 15% cost for additional, unseen, and future costs from time of proposal.
- (2) Includes geotechnical investigation, environmental sub-consultation, structural sub-consultation, construction materials testing, advertising fees, and reproduction.
- (3) Includes engineering, coordination and meetings with FEMA, drainage and scour analysis, surveying, construction administration, and field project representation.

K:\W5841\W5841-0900-00 General Consultation\Correspondence\Cost Estimates\COST ESTIMATE Atkins Creek Repairs 6.5.18



Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: Committee Rating Sheet (Engineering Proposals are in my office if you desire to review)
Date Prepared: July 20, 2018	

Subject

This regards selection of an engineering firm for the FEMA funded Plez Morgan Street project.

Description

The Review Committee consisting of; TJ Wilkerson, Rebecca Huss, Susan Hensley, and Jack Yates interviewed three engineering firms who submitted proposals after advertisement soliciting their proposals. The three firms were Jones and Carter, GLS engineers and IDS Engineering Group. As has been discussed by the Review Committee and the City Council the intention is to use another engineering firm besides Jones and Carter on smaller, definable projects. The Plez Morgan resurfacing of the road as funded by FEMA appears to be such a project.

The Committee, through telephone interviews, and written proposals rated the three engineering firms. The IDS Engineering Group scored highest on the rating sheets and is recommended for selection by the Review Committee.

The IDS company is located in Houston but the person responsible for the City project lives in Magnolia as the several of his employees. The Committee felt good about the ability of the firm to complete the project and their experience with FEMA.

Recommendation

Motion to select the IDS Engineering Group for the Plez Morgan FEMA project

Montgomery City Council
AGENDA REPORT

Approved By		
City Administrator	Jack Yates	Date: July 20, 2018

CITY OF MONTGOMERY, TEXAS



**RFP TABULATION RESULTS
FOR THE
PLEZ MORGAN FEMA PROJECT ENGINEER**

DATE: July 19, 2018

Review Committee:

Mayor Pro-Tem T. J. Wilkerson
City Council Member Rebecca Huss
City Administrator Jack Yates
City Secretary Susan Hensley

The City of Montgomery received three (3) RFQ submittals and those three (3) engineering firms were interviewed via telephone by the above listed Review Committee with the following results:

- | | | |
|----|---------------------------------------|-------------------|
| 1. | IDS Engineering Group, Houston, Texas | Score: 387 Points |
| 2. | Goodwin-Lassiter-Strong, Bryan, Texas | Score: 381 Points |
| 3. | Jones Carter, The Woodlands, Texas | Score: 379 Points |

Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: letter from Commissioner Meador, City Attorney email
Date Prepared: July 20, 2018	

Subject

This is to discuss ~~them~~^{though} not necessarily to decide about acceptance of the offer of Lone Star Bend and Lone Star Parkway from Montgomery County to the City.

Description

This is something that the City has been aware of for quite a while was going to happen -- meaning the intention of the County to give Lone Star Parkway to the City for continued maintenance.

I have not done a thorough review of the financial costs over the years of acceptance of maintenance of the Parkway. Mowing alone, will add approximately \$35,000 per year to the city's mowing contract.

Lone Star Bend is already a city maintained street.

As stated in the City Attorney's email, the County could continue to assist the City in maintenance of the street. As you remember, the city is now in discussions with TxDOT on making the Parkway a state highway as part of a business loop around the City proposal. Should the state accept it as a state road the state would take over the maintenance of the roadway itself- and the mowing, but the mowing is not as frequent as the city would probably want, such as on SH 105 now.

First issue appears to be the city's legal options about acceptance of the Parkway. Second, appears to be the financial analysis of acceptance of the road.

Montgomery City Council
AGENDA REPORT

Recommendation

Motion to table any action until further research and presentation of legal options and cost is provided to the City Council

Approved By

City Administrator	Jack Yates	Date: July 20, 2018
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**MIKE MEADOR
COMMISSIONER PRECINCT 1**

**510 Hwy. 75 N.
WILLIS, TEXAS 77378**

Address:
P.O. Box 587
Willis, Texas 77378

Conroe: (936) 539-7815
Metro: (936) 442-7716
commissioner.pct1@mctx.org

June 1, 2018

The Honorable Kirk Jones
The City of Montgomery
101 Old Plantersville Rd.
Montgomery, Texas 77316

RE: Lone Star Parkway and Lone Star Bend

Dear Mayor Jones,

As you know, over the past three years we have expended both County operational funds and 2016 Road Bond funds to reconstruct, stabilize, and widen to provide paved shoulders on Lone Star Parkway. We have also participated in the Lone Star Bend project by constructing the portion of Lone Star Bend through the Villas of Mia Lago to Bois D'Arc Bend.

Since these two roadways are now finished and opened to traffic, the County is now turning over the operation and maintenance of these roadways to the City of Montgomery.

In particular, the portion of Lone Star Parkway from SH 105 east of downtown Montgomery to the Montgomery County City limit located west of FM 149, a total of 15,020 ft, will now be under the operation and maintenance jurisdiction of the City of Montgomery, while the remaining 6,140 ft. of Lone Star Parkway from the City of Montgomery City limit located west of FM 149 to the intersection of SH 105 west of downtown Montgomery will remain under the County's operation and maintenance jurisdiction.

Similarly, the entirety of Lone Star Bend through the Villas of Mia Lago, which is wholly within the City limit of the City Montgomery, is now open to traffic and, therefore, turned over to the City of Montgomery for operation and maintenance jurisdiction.

It has been a productive joint effort between the City and the County to see these two important roadways for mobility in the Montgomery area improved, completed and open for the travelling public. As always, we look forward to working with the City of Montgomery on upcoming mobility projects as the area continues to grow and prosper.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Meador", written in a cursive style.

Mike Meador
Commissioner, Precinct 1

Cc: County Attorney
County Engineer



Yates, Jack <jyates@ci.montgomery.tx.us>

RE: Message from "RNP002673A87377"

1 message

Larry Foerster <foerster@dfcllp.com>

Thu, Jul 19, 2018 at 1:30 PM

To: "Yates, Jack" <jyates@ci.montgomery.tx.us>

Cc: Sara Countryman <scountryman@ci.montgomery.tx.us>, Susan Hensley <shensley@ci.montgomery.tx.us>

Jack, as you probably know, aside from State highways, the maintenance and police traffic control of any streets and roads in the City are typically assumed by the City.

I can think of no legal reason that the city council can reject the notification that it is turning the Lone Star Parkway over to the City. However, I believe the City Council could decline to accept the Parkway or take no action. I can't say what the result of that might be.

Do the original documents that authorized the construction of the Lone Star Parkway by the County give us any guidance as to what the arrangement was at that time?

I believe that the state law permits a county to maintain and pave a city road that connects between a county or state road and another county or state road. I think Mike Meador has helped cities in the past under this law; I expect that he would continue to do so when requested.

Larry L. Foerster

Darden, Fowler & Creighton, LLP

414 West Phillips, Suite 100

Conroe, Texas 77301

Office 936-756-3337

Fax 936-756-2606

Email foerster@dfcllp.com

For more information about our law firm, please go to www.dfcllp.com

Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: The Utility and Economic Feasibility Study will be presented at the meeting.
Date Prepared: July 20, 2018	

Subject

This is to review and hear the presentation from the city engineer of the utility and economic feasibility study for the Star of Texas Seniors development.

Description

This is the presentation of the utility and economic feasibility study for the Star of Texas Seniors, LTD development

Recommendation

Motion to accept the Utility and Economic Feasibility Study for the Star of Texas Seniors, Ltd. Development

Approved By

City Administrator	Jack Yates	Date: July 20, 2018
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Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: City Engineer memo
Date Prepared: July 20, 2018	

Subject

This is to consider awarding a concentration contract to Randy Roan Construction for the 18 inch gravity sewer line being placed on the Montgomery Shoppes property at the southwest corner State Hwy. 105 and FM Road 2854. The cost of line is being paid for by First Hartford Realtors as a part of the 380 Agreement on this property.

Description

The Engineers memo explains that Randy Roan Construction submitted the low bid of \$335,147.00 and the engineer recommends the award of the bid to Mr. Roan.

Recommendation

Motion to award the bid for the 18 inch gravity sanitary sewer line extension to Randy Roan Construction, Inc. and to authorize construction contract execution.

Approved By

City Administrator	Jack Yates	Date: July 20, 2018
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1575 Sawdust Road, Suite 400
The Woodlands, Texas 77380
Tel: 281.363.4039
Fax: 281.363.3459
www.jonescarter.com

July 17, 2018

The Honorable Mayor and City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, TX 77316

Re: Construction of 18-Inch Gravity Sanitary Sewer Line Extension (Phase 1)
City of Montgomery
TIN No. 74-2063592

Dear Mayor and Council:

We received bids for the referenced contract at the Montgomery City Hall on July 17, 2018 at 10:00 AM. Bids were publicly opened and read at that time.

Three (3) contractors submitted proposals for this work. A summary tabulation of the bids is enclosed for your review. Randy Roan Construction, Inc. submitted the lowest Base Bid proposal in the amount of \$335,147.00.

We have worked with Randy Roan Construction, Inc. and find them to be a capable contractor. We recommend the referenced contract be awarded to Randy Roan Construction, Inc. on the basis of their proposal in the amount of \$335,147.00.

As always, should you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads 'Chris Roznovsky'.

Chris Roznovsky, PE

CVR:jim/amk

K:\W5841\W5841-0034-00 18 Inch Gravity Sanitary Sewer Line Ext\3 Construction Phase\Contract Documents\1. W5841-0034-00 ROA.doc

Enclosure

cc: Randy Roan Construction, Inc.
Mr. Jack Yates – City of Montgomery, City Administrator
Ms. Susan Hensley – City of Montgomery, City Secretary
Mr. Larry Foerster – Darden, Fowler and Creighton, LLP, City Attorney



JONES | CARTER

BID TABULATION SHEET

BIDS WERE RECEIVED IN THE OFFICE OF

Construction of 18-Inch Gravity Sanitary Sewer Line Extension (Phase 1)

Montgomery City Hall

The City of Montgomery

Time: 10:00 AM

Public Bid

Job No. W5841-0034-00

Date: 7/17/2018

BIDDERS

	Randy Roan Construction, Inc.	Whitestone Civil Construction, LLC	E.P. Brady, Ltd.				
Total Base Bid	\$335,147.00	\$354,219.00	\$701,041.00				
Total Base Bid Plus A1, Minus Items 4 and 5	\$403,382.00 *	\$584,914.00	\$699,697.00				
Total Base Bid Plus A2 Minus Items 3, 4, 5, 12, 18, and 19	\$688,868.00	\$1,064,360.00	\$677,780.00				
Total Base Bid Plus A3 Minus Items 3, 4, 5, 12, 18, and 19	\$659,708.00	No Bid	No Bid				
Bid Security	X	X	X				
HB 1295 Form	X	--	X				
Addendum No. 1	X	X	X				

* Denotes Mathematical Error by Contractor



July 19, 2018

The Honorable Mayor and City Council
 City of Montgomery
 101 Old Plantersville Road
 Montgomery, Texas 77316

Re: Proposed 18" Gravity Sanitary Sewer, Phase I
 The City of Montgomery

Dear Mayor and Council:

As you are aware, we recently received bids for the proposed 18" Gravity Sanitary Sewer Extension Phase I at the Montgomery City Hall on July 17, 2018 at 10:00 AM. Randy Roan Construction, Inc. submitted the lowest Base Bid proposal in the amount of \$335,147.00, as identified in the enclosed Recommendation of Award. This project was included in the 380 Agreement (the "Agreement") signed between the City of Montgomery and the developer of the Montgomery Shoppes, SH-105 Associates.

The project was split into two phases to allow for most the project (Phase I) to be constructed in advance of the private site improvements to minimize the impact on the proposed private paving and utilities. Phase II will connect the Phase I project to the existing sanitary sewer system and the new Lift Station No. 1. The reason this cannot be done now is Lift Station No. 1 has not yet been relocated and will not be for some time.

Per Article IV, Section 2c of the Agreement, SH-105 Associates is responsible for depositing funds at the City "within 20-days of the date the City approves the Replacement Gravity Sanitary Sewer Line bid. The amount to be deposited includes 100 percent of the actual construction cost, 10% of the estimated amount for construction for construction contingencies, 2.5% of the actual construction amount for construction materials testing, 4% of the estimated amount of the construction for the Construction Administration and Field Project Representative." The "estimated amount for construction" is listed in the Agreement as \$302,700.00 per the cost estimate provided in Exhibit B. Per the Agreement, SH-105 Associates must deposit the \$385,903.68 to the City no later than August 13, 2018 or be in default of the contract. A table of these calculated costs is shown below:

Requirement	Formula	Amount Due
Construction Cost	100% * \$335,147.00	\$ 335,147.00
Construction Contingencies	10% * \$302,700.00	\$ 30,270.00
Construction Materials Testing	2.5% * \$335,147.00	\$ 8,378.68
Construction Admin and FPR	4% * \$302,700.00	\$ 12,108.00
	TOTAL DUE	\$ 385,903.68



City of Montgomery
Proposed 18" Gravity Sanitary Sewer Extension
Page 2
July 19, 2018

As always, should you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads 'Chris Roznovsky'.

Chris Roznovsky, PE
Engineer for the City

CVR/kmv

K:\W5841\W5841-0900-00 General Consultation\Correspondence\Letters\2018\MEMO to Council RE 18-Inch Gravity Sanitary Sewer Extension.doc

Enc: Recommendation of Award – W5841-0034-00

Cc (via email): Mr. Jack Yates – City of Montgomery, City Administrator
Ms. Susan Hensley – City of Montgomery, City Secretary
Mr. Larry Foerster – Darden, Fowler & Creighton, LLP, City Attorney

Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: Draft MEDC Budget
Date Prepared: July 20, 2018	

Subject

This is presentation of the draft MEDC budget. The desire is to let you know the MEDC Board's intentions.

Description

MEDC President Rebecca Huss will provide the report on this item, with whatever help she may need for me.
The reason for the report is the proposed cancellation of the MEDC/ Montgomery Area Chamber of Commerce agreement regarding the sharing of Shannan Reid.

A discussion happened July 9th at the MEDC Board meeting where they discussed Goals of the MEDC and how they relate to the 2018-2019 MEDC Budget.
The Board discussion revolved around tourism and getting more sales tax dollars/increasing sales in individual businesses and less larger picture economic development involvement, particularly in the downtown area.
It was the majority opinion of the MEDC Board that increasing events and promotion to increase business was the best way to spend MEDC's limited funds.

As such, it was discussed if the current arrangement with the Chamber in sharing Shannan was the best way to accomplish this goal. It was the majority opinion of the MEDC Board that a separate position solely dedicated to the promotion of the City businesses is the best way of accomplishing that goal.

Montgomery City Council
AGENDA REPORT

This does not mean a separation from the Chamber, the City and Chamber. We hope to be able to continue to cooperate to meet the goals of both our organizations. However, it does mean the cancellation of the MEDC/Chamber agreement. The item of cancelling the MEDC/Chamber Agreement was on the July 16th MEDC Board agenda, and the Board voted to give notice to the Chamber it's an intention to cancel the agreement with giving nine days notice.

Recommendation

Follow the report and comment as you think appropriate

Approved By

City Administrator	Jack Yates	Date: July 20, 2018
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Montgomery Economic Development Corporation
Statement of Income, Expenditures, and Changes in Net Assets

	2016-17	2017-18	2017-18	2018-19
	Actual	Amended Budget	Estimated	Draft Budget
Beginning net assets (fund balance)	<u>\$ 834,815</u>	<u>\$ 786,030</u>	<u>\$ 786,030</u>	<u>\$ 748,730</u>
Income				
Sales tax (one-half of one percent)	500,557	575,000	575,000	590,000
Interest income	2,979	950	3,000	1,300
Miscellaneous	-	-	-	-
Total income	<u>503,536</u>	<u>575,950</u>	<u>578,000</u>	<u>591,300</u>
Total Appropriable Funds	<u>1,338,351</u>	<u>1,361,980</u>	<u>1,364,030</u>	<u>1,340,030</u>
Expenditures				
Public Infrastructure (Category 1)				
Downtown development improvements	83,295	66,000	66,000	60,000
Utility extensions	159,987	180,000	150,000	41,900
Flagship development improvements	9,800	5,000	4,500	-
Transfer to debt service	130,500	160,000	160,000	160,000
Total infrastructure	<u>383,582</u>	<u>411,000</u>	<u>380,500</u>	<u>261,900</u>
Business development and retention (Category 2)				
Sales tax reimbursement	-	47,500	47,500	76,900
Economic development grant program	-	20,000	20,000	15,000
Total business development	<u>-</u>	<u>67,500</u>	<u>67,500</u>	<u>91,900</u>
				16,400
				93,300
Quality of life (Category 3)				
Seasonal decorations	9,940	6,000	1,300	4,600
Christmas lighting, civic association	2,543	1,600	2,500	1,600
Walking tour	500	6,000	6,000	6,000
Downtown enhancement projects	-	20,000	10,000	20,000
Removal of blight	10,791	15,000	12,000	15,000
Downtown signs	-	1,000	-	-
Fernland improvements	-	4,000	-	-
Heritage village detention pond improvements	10,450	-	-	-
Park improvements	-	-	-	-
Total quality of life	<u>34,224</u>	<u>53,600</u>	<u>31,800</u>	<u>48,600</u>
				47,200
Marketing and tourism (Category 4)				
Promotional video	1,900	3,000	3,000	-
Website	7,976	5,000	3,000	3,000
Brochures / printed literature	5,626	7,500	7,500	10,000
Christmas in Montgomery	5,000	5,000	5,000	5,000
Wine and music festival	9,500	10,000	10,000	10,000
Antique show and festival	10,000	10,000	10,000	10,000
Texian heritage festival	16,000	8,000	-	-
Other minor festivals	-	7,500	7,500	10,000
Total marketing and tourism	<u>56,002</u>	<u>56,000</u>	<u>46,000</u>	<u>48,000</u>
				20,000
				35,000
Administration (Category 5)				
Reimbursement of General fund expenses	37,500	37,500	37,500	107,500
Montgomery area chamber of commerce office	30,800	32,000	32,000	10,400
Internship program	-	10,000	2,500	10,000
Miscellaneous expense	4,372	6,000	1,000	1,000
Consulting (professional services)	2,667	10,000	15,000	10,000
Travel and training	3,174	2,800	1,500	2,000
Total administration	<u>78,513</u>	<u>98,300</u>	<u>89,500</u>	<u>140,900</u>
Total expenditures	<u>552,321</u>	<u>686,400</u>	<u>615,300</u>	<u>591,300</u>
Net income (loss)	<u>(48,785)</u>	<u>(110,450)</u>	<u>(37,300)</u>	<u>-</u>
Ending net assets (fund balance)	<u>\$ 786,030</u>	<u>\$ 675,580</u>	<u>\$ 748,730</u>	<u>\$ 748,730</u>

Promotions
80,000 / Person
27,000 City

Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: Draft Ordinance
Date Prepared: July 20, 2018	

Subject

This is presentation of a draft Park Board Ordinance for discussion.

Description

The proposed Park Board ordinance has not been properly discuss with the Fernland group or Friends of Cedar Brake Park. So, it is a proposal for discussion.

My thought is that the first appointment group be someone from the Memory park group, someone from the Fernland Board and three "non affiliated" citizens.

Other than that I await your comments.

Recommendation

Comment as you think appropriate

Approved By

City Administrator

Jack Yates

Date: July 20, 2018

Ordinance # _____

AN ORDINANCE CREATING A PARK BOARD FOR THE CITY OF MONTGOMERY, TEXAS AND SETTING THE NUMBER OF MEMBERS, TERM OF OFFICE, AND POWERS THEREOF, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS.

SECTION ONE- The City Council shall appoint a Board to be known as the Parks Advisory Board. The membership of said Board shall be composed of five (5) members, who may/must be residents of the City of Montgomery. The Board members shall serve without compensation.

SECTION TWO- The Parks Advisory Board shall be organized by electing one chairman, one vice chairman, and one secretary in October of each year. The officers of said Board shall serve for one year and until their successors are elected and qualified. This provision shall not operate so as to extend the term of any Board member.

SECTION THREE-The Parks Advisory Board shall hold meetings as may be determined by it and may set regular meeting dates as frequently as said Board may so desire. Special meetings may be called for the transaction of any business, and a quorum of the members of the Board at any meeting shall be determined at a minimum of the majority thereof. All meetings of the Park Board shall be public but said meeting place may be designated by the Park Board and does not have to be held at the City Hall.

SECTION FOUR- Each member of the Parks Advisory Board shall serve for a period of three years, except for the initial Board which shall be on staggered terms of one, two and three years, with the City Council designating the term of office of each member appointed on the initial Board, and the effective date of the initial appointment of the Board shall be September 1, 2018.

SECTION FIVE- Should a vacancy occur on the Parks Advisory Board, the City Council shall appoint a successor for the unexpired term.

SECTION SIX- The City Council may remove from office any member of the Parks Advisory Board for any cause deemed by the Council to be in the best interest of the City of Montgomery.

SECTION SEVEN- The jurisdiction of the Parks Advisory Board shall be to work with any individual or group for the development and beautification of any park under the jurisdiction of the City of Montgomery and shall advise and counsel with the City Council and City Administrator of the City of Montgomery on its development and beautification of any of the parks under the jurisdiction of the City of Montgomery.

SECTION EIGHT-

a. The Parks Advisory Board shall consider, advise and recommend to the City Council and City Administrator regarding park management, park regulations, park fees, park budget preparation, master park planning and capital improvement needs.

b. The Parks Advisory Board shall present to the City Council each April an Annual Parks Report which shall consist of a policy guideline for each Park site(s) of the City and also include Park purpose, past years usage narrative, a listing of past year improvements to the Park, goals for the upcoming fiscal year and other comments as felt germane by the Board.

SECTION NINE- The Parks Advisory Board does not have any authority to direct employees, make individual decisions outside of the Board meetings, create legal obligations or liabilities of the City of Montgomery.

PASSED AND APPROVED by the City Council on this _____ day of _____, 2018.

Mayor - Sara Countryman

ATTEST:

City Secretary – Susan Hensley

"EXAMPLE OF AN ANNUAL PARKS REPORT AS REQUIRED IN SECTION 8.b. OF PARK BOARD"

CEDAR BRAKE PARK

Purpose -- Cedar Brake Park is considered an active park with play equipment, open area for physical activity, a one third of a mile sidewalk perimeter, a pavilion and is the most heavily used park in the city.

Philosophy of Use -- Maintain as an active park, including possible additions of a half basketball court, additional play equipment and maintain equipment to maximize safe usage. Pavilion rental fees should be enough to maintain the pavilion but otherwise kept as low as possible for public convenience and economic invigoration in the city.

Past Year Usage – Estimates based on typical day counts by Park Board members. Pavilion usage was 45 rentals with collections of \$2,250. Estimated weekly usage is 700/week totaling 36,400 per year. Bathroom usage is estimated at 200/week totaling 10,400 per year. Walkers/users of perimeter sidewalk estimated at 630/week totaling 32,760 per year. Playground use by children estimated at 210/week totaling 10,920 per year.

Website had 4,568 hits this past 12-month period.

Because of its location and the general use nature of the park it is by far the most visited park in the city - yet is one of the most economically efficient park uses in the city due to its low maintenance cost, \$13,200 in the past year.

Past Year Improvements - A sandbox was added by an Eagle Scout project, that includes an ADA sandbox feature. New chains were placed on the swings to assure safety, 11 trees were planted, two large dead/ill trees were topped over by winds.

Goals for 2018-2019 Fiscal Year – An arborist/professional tree trimming of all the trees in the park, placement of a one-half Basketball Court placed in the area of the present volleyball court. Improvements to the landscaping of the park with low maintenance plantings.

Continue excellent maintenance of the park to maintain its high usage rate.

For 2019-2020 repaint/refurbish the pavilion.

General comments – The park is well-maintained by the city staff and the park mowing crew.

We want to continue the contract mowing due to its cost efficiency. By adding landscaping to the park, we think that that will beautify the Park without adding maintenance cost to the park after a good installation.

Generally, keep the park as it is right now.

Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: City Engineer memo
Date Prepared: July 20, 2018	

Subject

This is to consider sale of property that is currently access at Water Plant #2 to the developer of Louisa Lane Development.

Description

The Engineer's memo provides the information of a proposed 0.5 acre sale of currently excess property at Well #2 owned by the City. The sale of the property, would require a public auction.

Opinion – The disadvantages of the sale greatly outweigh the short-term advantages of a sale.

Recommendation

Motion to decline the opportunity to sell property at Water Plant #2

Approved By

City Administrator	Jack Yates	Date: July 20, 2018
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1575 Sawdust Road, Suite 400
The Woodlands, Texas 77380-3795
Tel: 281.363.4039
Fax: 281.363.3459
www.jonescarter.com

July 18, 2018

The Honorable Mayor and City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Re: Potential Sale of Water Plant No. 2 Property
City of Montgomery

Dear Mayor and Council:

The City was recently approached by a developer wishing to develop tracts of property at the end of Louisa Lane into single family homes. We are currently performing a Utility and Economic Feasibility Study for this development, as authorized at your June 26th Council meeting.

It is my understanding the developer seeks to acquire approximately 0.5-acres of the City's property at Water Plant No. 2, as shown in the enclosed exhibit, to allow one additional home to be constructed as part of the development. After looking into the potential use of the property for both the City and the developer, I have prepared the following list of advantages and disadvantages of selling the referenced City property to allow single family development.

Advantages of selling the property:

- Additional revenue from sale of property (approximately \$3,750 per MCAD assessed valuation – market value subject to change)
- Additional property tax revenue from potential single family tract in the amount of \$1,038.75 (assuming property valuation of \$250,000)

Disadvantages of selling the property:

- Loss of flexibility in how the property will be put to City use
- Loss of availability to expand the Water Plant No. 2 facilities if needed

It is also my understanding the developer does not have property to consider for a land swap with the City, so the sale of the City's property would be completed via public auction.



As always, should you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads 'Chris Roznovsky'.

Chris Roznovsky, PE
Engineer for the City

CVR/kmv

K:\W5841\W5841-0900-00 General Consultation\Correspondence\Letters\2018\MEMO to Council RE Water Plant Land Swap.doc

Enc: Location of Proposed Property

Cc (via email): Ms. Susan Hensley – City of Montgomery, City Secretary
Mr. Larry Foerster – Darden, Fowler & Creighton, LLP, City Attorney
Mr. Chris Roznovsky – Jones | Carter, City Engineer

Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits:
Date Prepared: July 20, 2018	

Subject

This is to hear and see a presentation regarding the city geographic information system (GIS) from the City Engineer.

Description

As you remember, in February (I think) you authorized Jones and Carter to prepare a GIS system for the City. The GIS system is a series of overlaid maps regarding various aspects of the City. This July presentation meets the terms of the agreement at your authorization of the GIS system.

Recommendation

Follow the report and comment as you think appropriate

Approved By

City Administrator	Jack Yates	Date: July 20, 2018
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Montgomery City Council
AGENDA REPORT

Meeting Date: July 24, 2018	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits:
Date Prepared: July 20, 2018	

Subject

This is a report regarding the Buffalo Springs Bridge repair.

Description

This is to hear the City Engineers report regarding how the bridge project is proceeding.

Recommendation

My comments as you feel appropriate.

Approved By

City Administrator	Jack Yates	Date: July 20, 2018
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