

NOTICE OF PUBLIC HEARING and REGULAR MEETING

December 12, 2017

MONTGOMERY CITY COUNCIL

STATE OF TEXAS

AGENDA

COUNTY OF MONTGOMERY

CITY OF MONTGOMERY

NOTICE IS HEREBY GIVEN that a Public Hearing and a Regular Meeting of the Montgomery City Council will be held on Tuesday, December 12, 2017 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 Hearing(s):

1. **Regarding Annexation of a 3.22-acre tract of land** in the John Corner Survey, Abstract 8, Montgomery County, Texas, being out of a 5.71 acre tract as recorded under Clerk's File No. 2016-086083, also being out of a called 111.857 acre tract of land as recorded under Clerk's File No. 9512940 Deed Records Montgomery County, Texas. *(First of two Public Hearings)*

Adjourn Public Hearing(s)

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:

2. Matters related to the approval of minutes for the Public Hearing and Regular Meeting held on November 14, 2017.
3. Consider adoption of the Citizen Participation Plan for the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery (CDBG-DR) Program.

4. Consideration and possible action regarding adoption of the following Ordinance:
A ORDINANCE OF THE CITY COUNCIL OF MONTGOMERY TEXAS, AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS IN 2018; AUTHORIZING THE HIRING OF LAWYERS AND RATE EXPERTS; AND AUTHORIZING THE CITY'S PARTICIPATION TO THE FULL EXTENT PERMITTED BY LAW AT THE PUBLIC UTILITY COMMISSION OF TEXAS
5. Consideration and possible action regarding adoption of the following Resolution:
AN AMENDMENT TO RESOLUTION NO. 2017-25, DATED NOVEMBER 14, 2017, CHANGING THE DATE OF A PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS TO JANUARY 9, 2018, AT CITY HALL, 101 OLD PLANTERSVILLE ROAD, MONTGOMERY, TEXAS, TO HEAR ANY AND ALL PERSONS DESIRING TO BE HEARD ON OR IN CONNECTION WITH ANY MATTER OR QUESTION INVOLVING THE UPDATING OF IMPACT FEES FOR WATER AND WASTEWATER, AND RATIFYING NOTICE AS PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY OF MONTGOMERY, TEXAS AND POSTING ON THE CITY'S WEBSITE.

CONSIDERATION AND POSSIBLE ACTION:

6. 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
7. Consideration and possible action regarding a revolving Line of Credit Promissory Note for \$600,000.00, dated as of December 12, 2017, by and between City of Montgomery, Texas ("Maker") and First Financial Bank, N. A., a national banking institution ("Lender")
8. Consideration and possible action regarding a request for authorization to proceed with the process regarding Lone Star Parkway Inclusion in Houston Galveston Area Council Transportation Improvement Program.
9. Consideration and possible action regarding authorization to proceed with preparation of construction plans and technical specifications for the FM 149 Pedestrian Lighting Plan, to be included in the TxDOT FM 149 Improvements Project
10. Presentation of Utility and Economic Feasibility Study for the 80-Acre First Hartford (Mabry) Single - Family Development.
11. 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.

- 12. Convene into closed Executive Session as authorized by the Texas Open Meetings Act, Chapter 551 of the Government Code, in accordance with the authority contained in the following:
 - a) Section 551.071 - Confidential consultation with the City Attorney about possible contractual negotiations.

Reconvene into Open Session to act if necessary on matters discussed in Executive Session.

POSSIBLE ACTION FROM EXECUTIVE SESSION:

- 13. Consideration and possible action, if necessary, on matters deliberated upon during Closed Executive Session with the City Attorney.

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, 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 8th day of December 2017 at 4:45 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.

ITEM #1
Montgomery City Council
AGENDA REPORT

Meeting Date: December 12, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits:
Date Prepared: December 8, 2017	

Subject

This is to hold the public hearing of a 3.22 acre tract of land -- across the street from Pizza Shack on the south side of 105 -- owned by Peter Hill

Description

This is the public's opportunity to speak on this matter. There will be a second public hearing in January, with final action at the February 13th meeting.

Recommendation

Hold the public hearing and listen and consider to any comments that are made.

Approved By

City Administrator

Jack Yates

Date: December 8, 2017

MINUTES OF PUBLIC HEARING and REGULAR MEETING**November 14, 2017****MONTGOMERY CITY COUNCIL****CALL TO ORDER**

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

Present: Kirk Jones Mayor
 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: Jon Bickford City Council Place # 1

Also Present: Jack Yates City Administrator
 Larry Foerster City Attorney
 Susan Hensley City Secretary
 Chris Roznovsky City Engineer

INVOCATION

T.J. Wilkerson gave the invocation.

PLEDGE OF ALLEGIANCE TO FLAGS**PUBLIC HEARINGS:****Convene into Public Hearings:**

Mayor Jones convened the Public Hearing at 6:03 p.m.

1. For the purpose of hearing public comments on a proposed increase of water and sewer rates.

Mr. Yates advised that this public hearing has been called in anticipation of a new ordinance that is on the agenda tonight. Mr. Yates said that previously City Council was given Option 1 and Option 2, and City Council has proposed the use of Option 2. Mr. Yates advised that Option 2 would have no increase to residential water or sewer charges. Mr. Yates said that he had stated that there would be a 50 cent increase, but that was incorrect. Mr. Yates said that he held a Community Meeting at 4 p.m. and 6 p.m. last week, where four people attended the 4 p.m. meeting and 2 people at the 6 p.m. meeting. Mr. Yates said that half of the people that attended the meetings when they learned that there would not be an increase for residential costs they either left or asked questions regarding their street.

Mr. Yates said that commercial-in City rates is an increase in sewer of \$.50 cents/1,000 gallons and increases over 20,000 gallons from \$6.50 to \$9.35, and for commercial out-of-City sewer it will be \$.50 cents/1,000 gallons and increases over 20,000 gallons from \$6.75 to \$9.50. Mr. Yates advised that for a commercial in-City average bill of 50,000 gallons consumed it would increase the water \$17.50 and sewer \$95.50. Mr. Yates advised that institutional in-City is an increase in the base sewer rate from the current \$10 to \$300 and for an average bill of 118,000 consumption it would increase the water \$38.25 and the sewer \$658.75. Mr. Yates stated that the multi-family is an increase in the base sewer rate from current \$150 to \$300 and for an average bill consumption of 157,800 gallons would increase water \$48.75 and the sewer \$623.75. Mr. Yates said that small irrigation, which is most households, is an increase of \$.50 cents/1,000 and for an average bill of 8,000 consumption would increase the water \$3.00. Mr. Yates said that large irrigation is an increase of \$.50 cents/1,000 gallons and for an average bill of 34,500 gallons is an increase of \$12.63.

Mr. Yates said that the cumulative total for Option One is \$89,898.64 and Option Two is \$69,177.28.

Mr. Yates said that he thought the community meetings went quite well and said that he had also sent a postcard to every user, specifically inviting them to attend the meetings. Mr. Yates said that he was suggesting Option 2, which has no increase for residential users.

Mr. Yates said that last year's rates came in substantially more and he felt that they could get by with the Option 2 amount of \$69,177.28.

Dave McCorquodale asked about the number of people that attended the meetings. Mr. Yates said that other than the group from Buffalo Springs, there were three people at the 4 p.m. meeting and two people at the 6 p.m. meeting. Mr. Yates said that one of the people at the 4 p.m. meeting was the manager for the apartments behind the Lone Star Community Center and said that her bill would be going up \$67.00 this time, and they had gone up substantially last year. Mr. Yates said that he explained to her that the City was going after the higher users, particularly the ones that add to the cost of the system. Mr. Yates said that the apartment manager seemed to be satisfied with the information that she received. Mr. Yates added that Mr. Randy Burleigh was also at the meetings and helped explain the information.

Mayor Jones said the primary effect on people within the City residential, would be if they have an irrigation only meter and the usage exceeds 20,000 gallons. Mr. Yates said that with a small irrigation meter it would be 8,000 gallons and that would increase their water charge \$3.00. Mayor Jones said that the majority of the citizens inside the City are at or below the 2,000 gallon usage and won't be effected at all. Mr. Yates said that the average small irrigation meter is 8,000 gallons. Rebecca Huss said that there were 69 irrigation meters in the City, so of those meters, the average is 8,000 gallons, so most likely everyone will be effected to some point, but generally speaking there are 444 residential meters, which is less than 20% of our overall meters also have an irrigation meter. Dave McCorquodale said that if they are watering the grass they should not be that upset at the cost.

Rebecca Huss said that she wanted to point out that she has a beef with his language, a little bit, because he is talking about the amount of money they are raising in totality and the expenses, but really the cost that they are talking about is on a per 1,000 gallon, and the revenue is on a per 1,000 gallon, so the revenue that they are raising, which is what they are discussing is a big number, but as they use more 1,000 gallons of water, their costs also rise. Rebecca Huss said that she thought it was important to recognize that raising a certain amount of money as the City is growing, does not necessarily offset the cost, because the

costs are not standing still and are variable. Mr. Yates said that was correct, and said that the City is still not up to the cost of production or treatment, and they still need to look at that next year. Mr. Yates said that this is a three year plan and it might turn into a four year plan, but they still need to look at the information next year, because the ultimate goal is to get to the actual cost of production and treatment. Rebecca Huss said that when they started out the big goal was to stop subsidizing the biggest users because as the City was growing they felt that the biggest users are probably the largest category increasing, so the gap would start to grow and the burden on the smallest users would be even larger than it was then, so she felt that they have stopped that process. Rebecca Huss said that the question is whether the smallest users subsidizing the middle part of the pack, so this year the answer might be that they are still by a little bit. Mr. Yates said that was correct.

John Champagne asked if they had any idea when our production of water, which is a fixed cost, would go down as they produce more, because there is a point of diminishing returns. Mr. Roznovsky said that he did not know that answer, but he would go back and check the study. John Champagne said that information might be interesting. Mayor Jones said that Mr. Burleigh might have that information. Mr. Yates said that information is actually in Option 1, for over 20,000 gallons the City's cost is \$5.75. John Champagne asked if the cost would go down. Rebecca Huss said that they had calculated a flat cost per 1,000 gallons. John Champagne asked if the cost was static. Mr. Yates said that was correct. Rebecca Huss said that the big number would decrease and get factored in over everything, because the depreciation, capital costs, etc., the bigger the denominator is the smaller the cost is per 1,000 gallons, and that shared over everyone's number. John Champagne said that the incremental profit should be better at some point, in other words if they produced one gallon from that infrastructure that would be a very expensive gallon of water. Rebecca Huss said that she thought that at the very last gallon, the profit would be the highest. John Champagne said that there was a point where it becomes more efficient, but he understood the point. Mayor Jones said that there were so many variables to tie down what is the combination to make the system most efficient, at least as far as operating. John Champagne said that was part of Gulf State Utility's and Jones and Carter's job.

Mayor Jones asked if there were any comments from the public. There were no comments made by the public.

Adjourn Public Hearing

Mayor Jones adjourned the Public Hearing at 6:13 p.m.

Convene into Regular Meeting

Mayor Jones reconvened into the 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.

Mayor Jones said that they have a Boy Scout, Justin Vickers of Troop 491. Justin Vickers advised that he was present to fulfill part of his requirement for the Citizenship and Community Merit Badge. Mayor Jones welcomed Mr. Vickers.

CONSENT AGENDA:

2. Matters related to the approval of minutes for the Public Hearings and Regular Meeting held on October 24, 2017.
3. Consideration and possible action regarding the Annual Permit for Cedar Crest Mobile Home Park as submitted by Marcie Bennett.
4. Consideration and possible action regarding the City Council Meeting Schedule for November and December 2017.
5. Consideration and possible action for the approval of the Certificate of Acceptance for Heritage Place Medical Center 12" Waterline.
6. Consideration and possible action for the approval of the Certificate of Acceptance for Buffalo Springs Shopping Center Phase II Water and Sewer Facilities conditional upon receipt of financial guarantee.
7. Consideration and possible action for the approval of the Certificate of Acceptance for Flagship Boulevard Pavement Repairs.

8. Consideration and possible action regarding authorizing a Utility and Economic Feasibility Study for the 1.6-Ac. Walker Montgomery Community Development Corporation property located on Baja Road subject to receipt of deposit.
9. Consideration and possible action regarding adoption of the following Ordinance:
AN ORDINANCE ANNEXING INTO THE CITY OF MONTGOMERY, TEXAS, THE
HEREINAFTER DESCRIBED TERRITORY OF 10.15 ACRES OF LAND, MORE OR
LESS, IN THE PUBLIC ROAD RIGHT-OF-WAY OF STATE HIGHWAY 105 WEST
WHICH RUNS ADJACENT AND PARALLEL TO THE BOUNDARIES OF THE CITY,
AND LOCATED IN THE BENJAMIN RIGBY SURVEY, ABSTRACT 31,
MONTGOMERY COUNTY, TEXAS; AND EXTENDING THE BOUNDARY LIMITS
OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY
WITHIN SAID CITY LIMITS; PROVIDING A SEVERABILITY CLAUSE AND A
TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING THE EFFECTIVE
DATE UPON PASSAGE OF THE ORDINANCE.

Dave McCorquodale asked to pull Consent Agenda Item 3 regarding Cedar Crest Mobile Home Park to talk to the owners.

Mr. Yates advised that the property did a substantial repaving of the "U" that is on the far end of the trailer park, which was in bad shape. Mr. Yates said that they took out the surface and ground up the pavement and put in concrete, and put in two inches of asphalt on top of that surface. Mr. Yates said they also filled in a number of potholes. Mr. Yates said that he would not call the pothole patching perfect, but the ones that they did repair they did very well, but he wished that they would have done a couple more. Mr. Yates said that overall the appearance of the park is very good all the way around, and he did not see any units that needed repairs. Dave McCorquodale asked if the asphalt right out front with the dash lines. Mr. Yates said that was something the City was going to do. Mr. Yates said they have quotes for that project. Mr. Muckleroy, Director of Public Works said that he asked the contractor to look at that location and he met him yesterday to look at Caroline and Ranchers Daughter and that location. Mr. Muckleroy said that he is waiting for the quote. Mr. Yates said that the marking on the pavement, with the curvature of Old Plantersville Road up to and including past the culvert.

Dave McCorquodale asked Marcy Bennett and Pat McCarty, from their standpoint, how things were this year with the mobile home park. Ms. Bennett advised that they were good, and they have a good rate of compliance now, and they are assessing fines to people that do not comply. Ms. Bennett said that there is always the occasional person that just can't quite seem to get it together. Dave McCorquodale said that he shares the line with most of the eastern boundary, and said that there were a few closed in porches that are not soundly constructed, and asked that they make sure that there is nothing dangerous regarding the property and no electrical lines being run. Ms. Bennett said that most of those porches were for storage, and they prefer a storage building. Dave McCorquodale said that was all that he had to ask.

Rebecca Huss said that overall it seems, at least for the period of time that she has been on City Council, this is the best report that they have gotten at this point in the discussion, so it seems like the property has improved on both sides. Rebecca Huss said that she appreciates the work that everyone has done. Ms. Bennett said that there were several people now on the property such as a landscaper, and he and his neighbors have really been landscaping their property. Dave McCorquodale asked how full the property was in terms of occupancy. Ms. Bennett said that they were full until she evicted someone, and she has had five new mobile homes move into the park in the last year. Ms. Bennett said that she also had a dealer that was putting a mobile home in, but when Harvey hit, he immediately sold all of his inventory. Ms. Bennett said that she would prefer a brand new home over one that is a few years old. Dave McCorquodale brought up turnover, and said that in the years past Ms. Bennett has discussed the absentee landlord issue being tough to manage. Ms. Bennett said that they do not have that high of a turnover, and stated that the person that she evicted was the one that had the highest turnover. Ms. Bennett said that the other people in the park are people that have been there since the beginning. Dave McCorquodale said that he has seen some of the people in there for 12-13 years. Ms. Bennett said that they have had a few people pass away and their homes have been moved off. Ms. Bennett said that the demographics have changed, and have shifted back to older retired people coming into that park.

John Champagne asked to clarify a quick point, for him, regarding the Certificate of Acceptance for Flagship Boulevard and Buffalo Springs Shopping Center, Phase 2, and

asked if all the work has been completed, and asked if it has been paid for. Mr. Yates said that was correct. John Champagne asked what the Certificate of Acceptance is for. Mr. Yates said that it is the acceptance of the public improvements by the City. Mr. Roznovsky said that the Certificate of Acceptance is what starts the warranty period, and up until this point the facilities are owned by the contractor and the City is accepting that from the contractor and the City is liable. Mr. Roznovsky said that some of these projects are projects that the City undertook and some are development projects.

John Champagne said that he wanted to ask about the item authorizing a Utility and Economic Feasibility Study for the 1.6-Ac. Walker Montgomery Community Development Corporation property located on Baja Road subject to receipt of deposit. Mr. Yates said that it was a proposed development at the end of Baja. John Champagne asked if this had anything to do with the drainage project on Baja. Mr. Yates said only in the sense that it will be part of the development plan, but as far as the work on Baja, it may involve it because they met with them this afternoon and there is a question about the drainage at that location. Rebecca Huss said that this is a private development. Mayor Jones said that they are subdividing 1.6 acres. Mr. Roznovsky said that it was potentially 4 to 5 lots. Mayor Jones asked if a development that small really needed a feasibility study. Mr. Roznovsky said that it was more of a formality to make sure that they identify where the water and sewer is coming from and how they connect, and the main one here is the drainage component and there are some easements there that they need to check on and see if they are adjacent to the property. Mr. Roznovsky said that their impact on the system of 4-5 homes is very minimal.

Dave McCorquodale moved to approve the Consent Agenda Items 2-9 as presented. Rebecca Huss seconded the motion, the motion carried unanimously. (4-0)

CONSIDERATION AND POSSIBLE ACTION:

10. Consideration and possible action regarding adoption of the following Resolution:
A RESOLUTION REGARDING THE PUBLIC HEARING FOR THE CORRIDOR ENHANCEMENT BOUNDARY AMENDMENT.

Mr. Yates advised that this was an item from the Planning and Zoning Commission regarding an amendment to the City's Zoning Ordinance setting the distance of the Corridor Enhancement District on SH 105 to 750 feet instead of the existing 300 feet.

Mr. Yates said that this came up because of McCoy's metal building where they are housing their lumber for outdoor sales. Mr. Yates said that McCoy's complied within the 300 feet. Mr. Yates stated that Kroger complied but they were outside the 300 feet, and it looks like the 750 feet is going to be the distance that the Planning and Zoning Commission thought was enough distance. Mr. Yates said that it was the Commission's suggestion to add FM 1097 from the northern boundary of the City to FM 149 as an addition to the Corridor Enhancement District. Mr. Yates said that currently the FM 1097 is not included in the Corridor Enhancement District.

Mr. Yates said that there is a provision in the industrial section of the Corridor Enhancement District that either exempts or is an exception for industrial buildings that states if they put the proper material on the front, they do not have to do all three sides of the building.

Mr. Yates said there is one public hearing that is required by the Planning and Zoning Commission and one by City Council, and because it is an amendment to the Zoning Ordinance it will have about 600 notices that have to be mailed out to the property owners within the notification area. Mr. Yates said that each one of the notices has to be certified with a return receipt requested and will cost about \$4,000, so he asked City Council to give some thought as to whether the 750 feet is enough, or if they want it to be more or less, because of the cost. Mr. Yates said that the Commission felt that it was worth it because of the overall advantage to the City over the long term of having the better looking buildings in these two areas. Mr. Yates said that if City Council wanted to expand or reduce the area, now would be the best time to say that, not that they could not do it later, but it might require another public hearing if they changed the requirement. Mr. Yates said that the notices for the Planning and Zoning Commission and City Council Public Hearings will go in one envelope and mail out, which is proper to do, but will save the City money because the mail out will cost approximately \$4,000 and they only want to have to do that one time.

Mayor Jones said that he assumed that 750 feet came about with quite a bit of thought and measurement and looking at the maps. Mr. Yates said that it was primarily looking at the maps. Mr. Yates said that it had been discussed over 3-4 meetings with the Planning and Zoning Commission before deciding to amend the Corridor Enhancement District, then Jones and Carter prepared the maps of the area.

Rebecca Huss stated that 750 feet would have included Kroger but wouldn't Mr. LeFevre's Planned Development District (PDD) have protected Kroger from having to comply with that requirement. Mr. Yates said that Mr. LeFevre has standards in his Development District, but he was not sure of the stipulations. Rebecca Huss said that if that was the case, then how much of FM 1097 would be exempt from the Corridor Enhancement, because he owns a fair amount of that area as well. Mr. Yates said that he did not think that Mr. LeFevre owned very much of the FM 1097 area, he is on the south side between Plez Morgan and Buffalo Springs, but most of the northern side of FM 1097 is outside of his property. Mr. Yates said that most of the northeast are of FM 1097 is Mr. Bowen's property. Mayor Jones said that the measurement of FM 1097 is 300 feet not 750 feet.

John Champagne asked if Mr. LeFevre's exclusion to this proposed ordinance would be for his company's development or his sale to any other development. Mr. Yates said that it was tied to the property not the owner. Mayor Jones said that it was tied to boundaries on a map that was agreed to many years ago.

Rebecca Huss asked about the PDD for Summit Business Park, and was that considered a development that is already been grandfathered under the previous statutes, so would it also be exempt from this change. Mr. Yates said that the Industrial Park is part of the exception, which he was not sure of the exact wording, but it was an exception of the requirement to have all the sides of the structure covered, just the front. Mayor Jones said that Summit Business Park is really in compliance because he wants to now. Mayor Jones said that the ordinance requirement would only reach 300 feet back, and if he wanted to, he could have metal buildings that nobody would be able to see. Mayor Jones said that the main purpose of the ordinance so people won't look at metal buildings when they come to town. Dave McCorquodale said that looking at the 300 feet on the maps shown on FM 1097, and said that if 750 feet is good and is what the Planning and Zoning Commission is

recommending, then he did not have any reason to suggest otherwise, but if they told him that they thought that 800 feet would be better idea, he would say that was okay too.

Mayor Jones said that their goal here was to set a public hearing and he assumed that it had to do with the Planning and Zoning Commission schedule as much as anything else, along with the mail out.

Mr. Yates said they are recommending calling the public hearing on January 23, 2018, following the Planning and Zoning Commission public hearing to be held on January 22, 2018 so they make sure that they have enough time to get the 600 certified letters and notices mailed.

Mr. Yates said that Mr. Bowen had started a building next to the convenience store on FM 1097 at Buffalo Springs, and a question he had for the City Attorney and he also needed to check the Building Code, because Mr. Bowen obtained a building permit for that structure but he did not know whether it has been touched in the last six months. Mr. Yates said that if you do not work on the building for six months the building permit goes away. Mr. Yates said that he was not sure if Mr. Bowen obtained another building whether or not he would have to live with that restriction. Dave McCorquodale said that he would hope so, otherwise you could have something in limbo forever. Mayor Jones said that the question was whether Mr. Bowen would be required to comply with the new ordinance. John Champagne said that he was not a lawyer, but he could see where the case could be made that he would be. Mayor Jones said that they would get that question answered.

T.J. Wilkerson said that on FM 1097, by the Water Plant, he asked if the property next to the cemetery was green space. Mr. Yates said that it was not, it was privately owned.

John Champagne moved to set the Corridor Enhancement District Ordinance Amendment, as presented, Public Hearing to be held on January 23, 2018 at 6 p.m. at City Hall. Dave McCorquodale seconded the motion, the motion carried unanimously. (4-0)

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

A RESOLUTION CASTING VOTE(S) FOR CANDIDATE(S) FOR THE ELECTION OF THE MONTGOMERY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

Mr. Yates said that approximately 3 months ago City Council nominated Gregory Parker for this position and now is the time to cast the votes. Mayor Jones said that they were entitled to three votes. Rebecca Huss said that Mr. Yates instructions were incorrect, it states that they must pick three candidates, but the instructions from the Appraisal District are that they may cast all of our votes for one candidate.

Mayor Jones said that Mike Meador is our Precinct One Commissioner who he feels would look out for the City's interest as well as anybody, and did not recommend Eric Yollick. Rebecca Huss said that she would agree that Mr. Meador has done a lot to benefit the City of Montgomery personally, but as a County Commissioner her certainly benefits from the system of the Appraisal District that keeps our appraisals high and keeps raising them up, so they can talk about keeping our rates low, but as long as the Appraisals are high and rising that does not lead to a low tax structure. John Champagne agreed.

Mayor Jones said that they would treat this item as an election and open the floor for nominations.

John Champagne nominated Gregory Parker.

Mayor Jones asked if there were any other nominations, there being none, the nominations will cease. Mayor Jones announced that Gregory Parker has been nominated. Mayor Jones asked if it was City Council's wish to cast all three votes to Mr. Parker, and if so, he asked for a motion for that action.

Rebecca Huss moved to cast the three (3) votes towards Mr. Gregory Parker. T.J. Wilkerson seconded the motion, the motion carried unanimously. (4-0)

12. Consideration and possible action regarding adoption of the following Ordinance:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING ORDINANCE NO. 2016-18, DATED SEPTEMBER 13, 2016, BY

ESTABLISHING AND ADOPTING NEW MONTHLY SERVICE RATES AND CHARGES FOR WATER AND SEWER SERVICE FOR CONSUMERS INSIDE AND OUTSIDE THE CITY PURSUANT TO CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF MONTGOMERY, TEXAS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE AFTER PUBLICATION.

Dave McCorquodale moved to approve the Ordinance as presented. John Champagne seconded the motion, the motion carried unanimously. (4-0)

13. Consideration and possible action to receive a report from the Capital Improvement Advisory Committee regarding recommended amendments to Land Use Assumptions and Impact Fee.

Mr. Yates said that this is a required period, according to State law, of the Capital Improvement Advisory Committee (CIAC) Report regarding the need for capital improvements and the impact fees to be charged by the City to partially pay for those improvements and calling a public hearing to consider amending the present impact fee ordinance.

Mr. Yates advised that the Water Impact Fee Calculations Section of the Report states that within ten years the City can expect an additional 1,829 services, and by 2025 the total number of single-family equivalents will be at 2,527. Mr. Yates said that with \$6,844,000 of water capital projects needed in this same 10 year period, and the allowed recoverable of \$4,350,142 divided by the 1,829 would leave an impact fee for a 5/8-inch meter (the most commonly used residential sized meter) at \$1,189, which is \$63 less than the first report showed. Mr. Yates said that the table for commonly used meters and maximum water fees shows that each size is less than the first report showed.

Mr. Yates said that the Wastewater Impact Fee Calculations Section of the Report reads that within ten years the City can expect an additional 1,829, and by 2025 the total number of single-family equivalents will be 2,527. Mr. Yates said that with \$19,580,000 of sewer

capital projects needed and the allowed recoverable of \$9,703,115 divided by the \$1829 an impact fee for a standard residential sewer connection at \$2,653, which \$140 is less than the first report showed. Mr. Yates said that the table for commonly used sizes of connections is showed.

Mr. Yates said that the \$1,189 for water impact fee and the \$2,653 for sewer impact fee totals \$3,842 per new residential connection. Mr. Yates said that this fee plus the cost of the actual meter is the charge for a new residential connection. Mr. Yates said that the land use assumption that they used continues to be the Zoning Map of the City. Mr. Yates said that Mr. Roznovsky worked with the CIAC and primarily wrote the report that the Committee approved and Mr. Cox forwarded. Mr. Yates said that they do not need to make any decisions until the public hearing being called.

Mayor Jones asked if he understood the information correctly that the rates for the water impact fees have all gone down. Mr. Roznovsky said that both have gone down and the Report includes a Summary Table that shows the difference. Mr. Roznovsky said that the average 5/8-inch meter would go down \$203 from what it was before, with the water down \$63 and sewer down \$140 for a total of \$203. Mayor Jones asked when the Impact Fee Ordinance became effective. Mr. Roznovsky said that it will become effective on December 13, 2017, which is when they can start assessing and collecting impact fees. Mayor Jones said that as of today no one has paid impact fees, and asked at what point in the process one would be subject to impact fees. Mr. Roznovsky said the fees are assessed at the time of the final plat, so when the plat is recorded is when the fee and what they owe is set, which is due at that time of the physical connection to the City's system.

Mayor Jones said that if he were to get his final plat approved on the 12th of the December he would not be subject to the Impact Fees, but if it was the 13th of December then he would be subject to the Impact Fees. Mr. Roznovsky said that was correct. Mr. Roznovsky said that before the Impact Fees there were Capital Recovery Fees that were charged. Mayor Jones said that they have discussed many times the purpose of these fees, but one result that could come from the fees is to actually slow down development, where people do not want to pay the fees so they will go somewhere else. Rebecca Huss said that the developers were paying the fees before, they were just called something different, and this way the

fees that are being charged are also being spend in a different way, which is more in line with the purpose of the fees that are being collected for certain costs that are associated with the development. Mr. Roznovsky said that Impact Fees can only go toward the projects that were approved on the plan, so as part of the Impact Fee there is a Capital Improvement Plan list, which those fees have to go toward paying those fees or the debt service that paid for those items.

Mayor Jones asked whatever fee that the City has been charging prior to this time, the name was more palatable that an Impact Fee because people did not mind paying that fee, but when you say Impact Fee to a developer now they squirm. Mr. Roznovsky said that he understood that the name Impact Fee has a little bit of a stigma, but it is a known at the forefront versus waiting to get a calculation. Rebecca Huss said that before it was based on the cost of the tap, which is something that you might not even know until you are further into the process of the development and that might be a surprise to the developer.

John Champagne said that the Impact Fee is not uncommon or unusual, it is pretty much in line with most municipalities. Mr. Roznovsky said that was correct. Rebecca Huss said that given what they were doing with the water rates themselves, which is the current use of the resource, this is the future cost of the system expansion is being driven by the needs for expansion, which is driven by the new business and people that are coming to the City. Rebecca Huss said that all of these things are predicated on the profit of the builders who are building the development, and the people that who are selling the property and those profits are not accruing to the residents that are already in the City, but without the Capital Recovery Fee or Impact Fee, those costs are now being assessed to the people that are causing those costs to be accrued to the City. John Champagne said that those fees are theoretically passed along. Mr. Roznovsky said that was correct, either through the sale of the lot or the homebuilder or whoever pays the fee, it is built in somewhere, because developers will do different things. Mr. Roznovsky said that the tap fees still apply and that has not changed. Rebecca Huss said that is the reflection of the actual cost of the tap, not a calculation that was previously included. Mr. Roznovsky said that the Impact Fee is reviewed by the CIAC semiannually.

John Champagne moved to accept the recommended amendments to the Land Use Assumptions Impact Fee Report as presented. Rebecca Huss seconded the motion, the motion carried unanimously. (4-0)

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

A RESOLUTION CALLING A PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS TO BE HELD AT CITY HALL, 101 OLD PLANTERSVILLE ROAD, MONTGOMERY, TEXAS, TO HEAR ANY AND ALL PERSONS DESIRING TO BE HEARD ON OR IN CONNECTION WITH ANY MATTER OR QUESTION INVOLVING THE UPDATING OF IMPACT FEES FOR WATER AND WASTEWATER, AND DIRECTING SAID NOTICE BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY OF MONTGOMERY, TEXAS AND POSTING ON THE CITY'S WEBSITE.

Dave McCorquodale moved to adopt the Resolution as presented, calling a Public Hearing to be held on December 12, 2017 at 6 p.m. at City Hall. John Champagne seconded the motion, the motion carried unanimously. (4-0)

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

A RESOLUTION GRANTING A PETITION FOR ANNEXATION OF A TOTAL OF 3.22 ACRES OF LAND, MORE OR LESS; SETTING A DATE, TIME, AND PLACE FOR TWO PUBLIC HEARINGS ON THE PROPOSED ANNEXATION OF SAID PROPERTIES BY THE CITY OF MONTGOMERY, TEXAS; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO PUBLISH NOTICE OF SUCH PUBLIC HEARINGS AND MAKE AVAILABLE TO THE PUBLIC THE CITY ANNEXATION SERVICE PLAN.

Mr. Yates advised that this was the 3.22 acres that is located directly across the street and south of the Pizza Shack. Mr. Yates said that the property is located half in the City of Montgomery ETJ and half in the City of Conroe ETJ. Mr. Yates said that the 3.22 acres is the part of the property that is in the City. Mr. Yates advised that this was to schedule the public hearings and to get the process started.

Rebecca Huss asked how much of the property is located in the City of Conroe ETJ. Mr. Roznovsky said that it was about 2.7 acres. Rebecca Huss asked if the property was commercial. Mr. Roznovsky said that was correct. Mr. Yates said that this was to adopt the Resolution setting two public hearings, one for December 12 and one for January 9, 2018 at City Hall to give the public the opportunity to comment on the annexation.

Rebecca Huss said that she wanted to note that the City does not get the sales tax revenue from this annexation. Mr. Yates said that they will only on the part that is inside the City. Rebecca Huss said that due to the ESD #2 Special Election, the City will not get the sales tax. Mayor Jones said that was correct. Rebecca Huss said that the City does not necessarily want the development, so she is not sure that they actually want to call the public hearings. Mr. Yates asked if the ESD Sales Tax passed. Rebecca Huss said that it did pass. Mayor Jones said that the City had the opportunity to make a deal with the ESD #2. Rebecca Huss said that they need to negotiate on what type of services that the City will provide before they hold the public hearings, because she is not sure that this is in the best interest of the City. John Champagne asked if the ETJ would be the City of Conroe. Mr. Yates said that part of it was in Conroe's ETJ, and the City of Conroe has not annexed up to this area.

John Champagne asked whether the City has approached the City of Conroe to see if we could have all the property. Rebecca Huss said that the City would not want that either because there would be no sales tax for the City. Mr. Roznovsky stated that they have been reaching out to the City of Conroe on a regular basis to set up a meeting, which they are still working on. Mayor Jones said that historically the City of Conroe says no. Mr. Roznovsky said that was correct. Mr. Yates said that there was an advantage of putting the utilities on there because of the future continuation of the line that will be going in front of the HEB.

Mayor Jones said that they would build a lot of that line to make it loop to serve HEB and the City would still get to collect ad valorem tax on the 3.22 acre tract of land. Rebecca Huss said that she felt that they needed to look at the information before they call any public hearings. John Champagne said that Rebecca Huss' point was well made, and he understood what she was saying. Rebecca Huss said that they needed to get Peter Hill to

discuss with the ESD about whether they want all this to happen, and use them to leverage the City of Conroe as well. John Champagne said that he felt that the other part of the parcel as he remembered was going to be commercial, but what was specified. Mr. Roznovsky said that the type of developments that they are proposing are a tire shop, gym and a fast food restaurant, and it was his understanding from the additional plans, subject to change, was the fast food would be in Conroe's ETJ and the tire store and gym would be in Montgomery. Mayor Jones said that they were not big sales tax producers. Rebecca Huss said that the fast food would be a tax producer. Mayor Jones said that they would still be getting ad valorem tax and a waterline. Mr. Roznovsky said that based on the evaluation the ad valorem taxes for that property would be about \$7,000 per year.

Mr. Yates said that they could go ahead and call for the public hearing. Rebecca Huss said that she did not want to call the public hearing and she did not feel that they should go forward and do anything until they get a better idea of what is in it for the City. Mayor Jones said that the public hearing would be set for a while from now and in the mean time they could get the information, and if necessary they could always call off the public hearing. Rebecca Huss said that she felt the public hearing is showing that the City is interested in the project, and she did not think that the City should spend their money putting information in the newspaper until they find out if it is in the City's best interest to have anything to do with the annexation. John Champagne said that the ETJ might be available, which would be a sales tax generating revenue. Mayor Jones said it would be for the ESD, not the City. John Champagne said that if the City annexed the property, the property would be theirs. Rebecca Huss said that it would not. Mr. Yates reminded City Council that it was their decision not to enter into the Interlocal Agreement with the ESD, so they could negotiate on each individual property. Rebecca Huss said that the City should tell Peter Hill that if he wants to have something work, they need to come back with something more attractive to the City than nothing, which is what they are currently offering the City. Rebecca Huss said that in one year there will barely be enough to cover the cost of advertising for the public hearing. Mayor Jones said that he still felt that it was worth setting the public hearing. John Champagne said that if there was no potential upside what would be the point of setting the public hearing. Mayor Jones said that there is potential upside, because they could get part of the sales tax revenue, or all of it if they negotiate with the ESD. Mayor Jones said that they could say that they will put water out

there for fire protection if they will give the City part of the sales tax, otherwise Peter Hill will have to put pressure on somebody. Rebecca Huss said that they should come to the City and say that they have a fantastic deal for the City, we should not have to go to them and say that we have a public hearing and we want to negotiate with you. Mayor Jones said that it was just a public hearing that they can always cancel. Rebecca Huss said that was weak, because what is the point in spending City money to do something when they do not even know that there is something that is going to be done after it. John Champagne said that he did not know how you go from proposing a public hearing to being desperate and said that was a big leap. John Champagne asked what it would cost the City to publish notice for the public hearing. Mayor Jones stated that Mr. Hill has put up money to cover the cost of the public hearing. John Champagne said that with that being said, he would tend to agree with Rebecca Huss.

Mr. Foerster said that he thought that in view of the Resolution before City Council and the concern about future annexations in an area within the City's ETJ that involves sales tax that go directly to ESD #2, it may be a good time to start negotiating some kind of Interlocal Agreement between the City and ESD #2. Mr. Foerster said that they could do it in any form, on a case-by-case basis, property-by-property, or they could do what they worked out with the City of Willis, which was going forward, any commercial development that would generate sales tax and substantial ad valorem tax, in that case the ESD #1 that serves Willis agreed to a 50/50 split of the sales tax revenue. Rebecca Huss said that City Council had specifically stated that they did not want to do that, given the size various developments because depending on what had to happen to get those developments, what their investment was might not work if the City has to put up a water tower to make it happen. John Champagne said that was exactly correct and that was why they did not enter into that agreement, that being said, they could talk about this specific situation and see what we need and what they can live with, which would be no problem. Rebecca Huss said that if Conroe want to bring it around or Peter Hill wants to work with Conroe to encourage that, or maybe to encourage the development to move it around so that instead of the office complex and the gym, the City gets the tire shop and the restaurant, that might improve the City's encouragement of the prospect. Mr. Foerster said that City Council should not expect because historically, the City of Conroe won't give up a square inch of their ETJ. Rebecca Huss said that if Conroe gets the office building and the gym, then she

did not really care. Mayor Jones said that would be in Conroe's ETJ so they won't be collecting anything on it right now. Rebecca Huss said that when the CFO from Conroe came in when he was running for the CISD Board, and they were discussing about a large land development where have of the land was out of the City of Conroe, located behind the KOA and he said "there was no way in hell they would ever give anything up" specifically to the City Council. Mr. Foerster said that another developer has the same problem with the City of Conroe because he has tried vigorously to get the City to release him from their ETJ and they refused.

Mayor Jones said that there is another advantage that has been downplayed so far, the water and sewer line situation that has to take place if the City is going to participate, that they are going to put in and dedicate to the City is worth something. Mr. Roznovsky said that there are two options that are proposed. Mr. Roznovsky said that they have since met with the developer and advised that they have two options, they can put in the line and be subject to getting reimbursed potentially from the HEB development, but there is no timeline on the project. Mr. Roznovsky said the second option was that the developer could put in lines across the street at their cost, which is what the developer is proposing to do. Mr. Roznovsky said that would allow the waterline to be looped in the future, but the sewer line would only serve his development and works out better because they don't have to cross the creek again and HEB can just extend the sewer line and close the loop. Mr. Roznovsky said that the water and sewer is estimated to cost \$100,000 to cross SH 105, the water portion is roughly half. Mayor Jones asked if that would be a 12 inch line. Mr. Roznovsky said that was correct. Rebecca Huss said that Mr. Hill would elect the option that is least advantageous to the City. Mr. Roznovsky said that in order to close the loop the City would have to have the piece that Mr. Hill would be doing. Mr. Roznovsky said that the two options that they proposed is to put the 12 inch across the street regardless, and then the sewer could come across and Mr. Hill could get paid back. Mr. Roznovsky said that extending both utilities all along the frontage of 1,100 feet does not make financial sense for the developer, so he is doing the closing of the loop portion and HEB will be required to do the other piece. Mayor Jones said that the fact that Mr. Hill is there and choosing to do something is good for the City. Mr. Roznovsky said that is not to say that you could not work something out in the future with HEB to close the loop. Mr. Roznovsky said that this is not the City's only opportunity to close the loop, and the loop would be

located differently if it was not for this piece of property, it would be located on the other side of the creek.

Mayor Jones said that if he was the developer and the City said okay if you are interested then you need to do a feasibility study and it comes to City Council to approve the study, would it have been best, in hind sight, that we have this discussion at that time before the developer spends all his money on the feasibility study. Mr. Roznovsky said that one part of it is knowing what the impact is, if it is an impact to the development it is significantly different, and said that it would be hard to make a decision on what make the most sense. Mayor Jones said that they could have had this discussion when they were discussing approval of the feasibility study, and they could have said that they did not want any part of the development right then and everyone walks away, but now a lot of time and money has gone into the project and now we are saying that we don't want any part of it. Rebecca Huss asked if the Mayor was saying that they should be quitted into moving forward. Mayor Jones said that was not what he was saying, he was saying, in hind sight, there was a better time to have this discussion and establish a position. Dave McCorquodale said that, he understands that time is money and he did not want to hold things up unduly, but he did think that they needed a different process of figuring out exactly what all the options are for both sides, and he was not sold either way on whether the public hearing should be held. John Champagne said that if they negotiate a share in the sales tax and some other situation that could occur that could make it a better deal for the City, then he is not saying right now as it stands, no he did not think it is a very attractive project. Mayor Jones said that some of those things could be determined within the two months before, so they could set the public hearing just in case, and if things don't work out then they could cancel.

John Champagne moved to adopt a Resolution setting both of the public hearings to be held on December 12, 2017 and January 9, 2018, to be held at City Hall at 6 p.m. and as he understood, there is no out of pocket costs to the City for these public hearings and deliberations and decisions can be made in the interim.

Rebecca Huss said that they are going to tell the public what they are doing without knowing what they are going to be doing potentially. John Champagne asked if it would not make sense to get feedback from the public. Rebecca Huss said that they won't be able

to give feedback because there is no information. Mayor Jones said that there will be information by December 12, 2017. Rebecca Huss said that the Mayor is hopeful, but that is not necessarily the case, because there is a holiday during that time. John Champagne said that if that is the case then there will be nothing, but the way that he sees it the City is not out anything. Rebecca Huss said that if the Mayor is worried about wasting someone's money and they cancel the public hearing, then they have wasted their money. John Champagne said that he did not want to waste the City's money.

Mayor Jones asked Jonathan White, who is representing the developer, and asked if they wanted a public hearing. Mr. White said that they prefer to move forward with the public hearing, because the cost of the public hearing is a minimal cost compared to what they have put in the project.

Dave McCorquodale seconded the motion.

Discussion: Mr. Yates said that he took that motion as a charge for he and the City Engineer, and the property owner to try and work out something with the ESD on this sales tax and to get as much information as he can between now and the December 12, 2017 meeting.

John Champagne said that if he has to amend his motion to include that he does not want any extraordinary time spent on pursuing ESD #2 or anything like that. John Champagne said that his motion stands and he did not want Mr. Yates to infer that the charge by this motion is for Mr. Yates to get aggressively active with ESD#2 or anyone else to make this go. Rebecca Huss said that she thought that it was the developer's responsibility to make it happen. John Champagne said that he agreed with Rebecca Huss.

Mr. Roznovsky asked for one clarification on the type of information that City Council is wanting to see from the developer. Mr. Roznovsky said that obviously for the developer to work out the ESD and the sales tax, and asked if there was anything else that they needed, because there was a comment on where the businesses are located on the land plan and was that something that City Council wanted clarification on prior to being able to make the decision. Mayor Jones said if that is some leverage for the City to provide water and sewer,

they want the sales tax. John Champagne said that the developer can find out the information.

Rebecca Huss said that if they are looking at the totality of what the City is getting in the original plan, with the tire shop and something that has zero sales tax and they theoretically work out a deal where the City gets everything from the ESD and then they work out another plan that has the fast food and the tire shop, and they split that with the ESD, then both sides end up getting more than they would have under the original plan, so that might be a win-win situation that both sides could feel pretty good about. Mayor Jones said that they need to see what the City can get out of the deal. Rebecca Huss said that the health spa on the outside City limits will pay higher water rates, being out of City commercial and it might not matter that they don't get any sales tax from them.

The motion carried with 3-Aye votes and 1-Nay vote by Rebecca Huss. (3-1)

Rebecca Huss said that she was opposed to this because she felt they were wasting their time having a public hearing without knowing the terms to be discussed in the public.

16. Consideration and possible action regarding Appointment to the Board of Adjustment.

Mr. Yates said that this is the appointment of the fifth Board member seat, which is vacant, on the Board of Adjustment. Mr. Yates said the applications that they received were from City residents Tommy Hauser, John Fox and Carol Langley. Mr. Yates advised that the ordinance regarding the Board of Adjustment states that City Council shall appoint two alternates to the Board. Mr. Yates advised that City Council will need to appoint one Board member and two alternate Board members. Mr. Yates stated that they should be alternate 1 and Alternate 2. Mayor Jones asked whether the State of Texas required that a certain number of Board members be members of the Planning and Zoning Commission. Mr. Yates stated that they are only required to have one member of the Planning and Zoning Commission on the Board, which is already done because Nelson Cox, Chairman of the Planning and Zoning Commission is on the Board. Mayor Jones asked if there was a limit as to how many members of the Planning and Zoning Commission are on the Board. Mr.

Yates said that was correct. Mayor Jones said that Mrs. Langley is also on the Planning and Zoning Commission.

Dave McCorquodale said that he thought that Tommy Hauser's application may have been for the Planning and Zoning Commission, because he had writing in that it was for the Planning and Zoning Commission. Mr. Yates said he did not think so, he thought that he just wrote in the wrong name. Mayor Jones said that this Board is not very active at all.

Rebecca Huss said that she was surprised to find out at the first meeting in over four years, that if there is an appeal to the decision made by the Board of Adjustment, the appeal would go to a judicial court rather than City Council. Rebecca Huss said that this is an important process that is rarely used, and the appeal process is quite drastic.

Mayor Jones said that this would be conducted as an election. Mayor Jones said that they have three candidates, and the first position that they will elect with be the Board position.

Mayor Jones asked for nominations for the Board position:

Dave McCorquodale nominated Tommy Hauser. John Champagne seconded the nomination. Mayor Jones stated that nominations do not require seconds, and asked for any other nominations.

T.J. Wilkerson nominated Carol Langley.

Mayor Jones asked for a vote as follows:

In favor of Tommy Hauser for the Board appointment:

John Champagne

Dave McCorquodale

In favor of Carol Langley for the Board appointment:

T.J. Wilkerson

Rebecca Huss

Mayor Jones broke the tie and voted in favor of Tommy Hauser. Tommy Hauser was elected to serve as Board member on the Board of Adjustment.

Mayor Jones asked for nominations for Alternate 1 on the Board of Adjustment:

Rebecca Huss nominated Carol Langley for Alternate 1.

Mayor Jones asked for a vote for Alternate 1 candidate Carol Langley:

John Champagne, Dave McCorquodale, Rebecca Huss and T.J. Wilkerson all voted in favor of Carol Langley as Alternate 1. Carol Langley was elected Alternate 1 on the Board of Adjustment.

Mayor Jones asked for nominations for Alternate 2 on the Board of Adjustment:

Dave McCorquodale nominated John Fox.

Mayor Jones asked for a vote for Alternate 2 candidate John Fox:

John Champagne, Dave McCorquodale, Rebecca Huss and T.J. Wilkerson all voted in favor of John Fox as Alternate 2. John Fox was elected Alternate 2 on the Board of Adjustment.

17. Consideration and possible action regarding award and execution of construction contract documents for Buffalo Springs Drive Bridge Repair subject to receipt of final FEMA, Texas Department of Agriculture, and Texas General Land Office clearance.

Mr. Roznovsky advised that they did receive bids for the bridge repair project on November 9, 2017 and the bid tabulations have been submitted to City Council. Mr. Roznovsky advised that there was one change, from what was included in the agenda pack. Mr. Roznovsky said that there was one change from what City Council had received, because the low bidder had attended the mandatory pre-bid meeting. Mr. Roznovsky said that originally they had thought that the low bidder had not attended the meeting so he was

disqualified, but they determined that he had in fact attending the meeting. Mr. Roznovsky said that they also discussed with the low bidder the information because his bid was so low. Mr. Roznovsky said that his price was just of \$1 million dollars and the second low bidder was \$1.4 million dollars. Mr. Roznovsky said that the low bidder was sure about his low bid, and they review the bid item by item, and the bidder stands by his bid and will honor the bid.

Mr. Roznovsky said that it was their recommendation was to award the project for the Buffalo Springs Bridge Drive Repair Project to Glen Fuqua, Inc.

Rebecca Huss asked how Mr. Roznovsky would not know that a bidder had attended a meetings. Mr. Roznovsky said that there were two separate mandatory pre-bid meetings, he had a hand on the first sign in sheet, and the second sign in sheet he inquired on who attended, and he received two names and they said that they would get him the tabulation later. Mr. Roznovsky said that when he received the tabulation information, after the fact, and it turned out that the low bidder had attended the meeting. Mr. Roznovsky said that was 100% their fault with miscommunication in the office. Mr. Roznovsky said that they have spoken to the first and second bidders and discussed the results and what had occurred and everyone was okay with the results.

Mayor Jones asked whether Mr. Roznovsky knew this particular company. Mr. Roznovsky said that they do know of them and they have worked with them multiple times in the past. Mr. Roznovsky said that they are based out of Navasota and do a lot of work in the College Station area, where they work heavily with them there and have no issues. Mayor Jones asked which one was faster. Mr. Roznovsky said that it would be about the same time for the contractors.

John Champagne asked about the Prohibition on Boycotting Israel that is included in the contract. Mr. Roznovsky said that form is a new State law, and the bidder was the only one that submitted the form with the bid. Mr. Roznovsky said that there are a lot of items that are required to be submitted with the bid, and their typical is the base bid, Form 1295, any addendums, and the other ten extra items required with this bid pack are due to FEMA and the CDBG Grants. John Champagne said, just so everyone knows, part of this bid

process mandates that the contractor not have any prohibition on boycotting Israel. Rebecca Huss said that they don't boycott Israel. Mayor Jones said that they also can't do business with people that boycott Israel. John Champagne said that is unbelievable. Mayor Jones said that was your government at work.

Mr. Roznovsky stated again that their recommendation was to award the project for the Buffalo Springs Bridge Drive Repair Project to Glen Fuqua, Inc. Mr. Roznovsky said that once the contracts are final and approved by all agencies, they will get the contracts executed. Mayor Jones said that this amount is considerably lower than they were expecting. Mr. Roznovsky said that was correct. Mr. Roznovsky said that the way this will work with the grant funding from FEMA, who has 75% of the cost, the 25% City local match, the City obtained a CDBG-DR Grant for \$350,000, minus fees, which should cover pretty much all of those two, and the Texas General Land Office Funds may or may not need to be tapped into for this project. John Champagne asked if they would have milestones set up for this project. Mr. Roznovsky said that they would have a complete construction schedule and hold them accountable, plus there is liquidated damages provided for in the contract. John Champagne asked whether there would be penalties provided for in the contract. Mr. Roznovsky said that there were penalties in the contract. Mr. Roznovsky said that they had discussed with the contractor the requirements so he is well aware of the contract. Mr. Roznovsky said the contract time is 180 days, which is six months, and that is to final completion and they will be pushing to get the road open and that work done while they continue to work around the road. Mr. Roznovsky said that since there are liquidated damages in the contract they need to give a reasonable number so that they can hit, especially since they are entering the wet part of the year and they are working around a canal.

Rebecca Huss moved to award Glen Fuqua, Inc. the contract and execute the construction documents for Buffalo Springs Drive Bridge Repair, subject to receipt of final FEMA, Texas Department of Agriculture, and Texas General Land Office clearance. Dave McCorquodale seconded the motion, the motion carried unanimously. (4-0)

18. Consideration and possible action regarding award and execution of construction contract documents for the Houston Street Rehabilitation.

Mr. Roznovsky advised that they received bids on Houston Street on November 9, 2017 and they only had one bidder on the project that came in just under \$85,000. Mr. Roznovsky said that they did not have any issues and the price is in line with what was expected.

Mr. Roznovsky said that it was their recommendation awarding the project to ECB Development for the Houston Street Rehabilitation Project.

John Champagne asked why they think that they only received one bid. Mr. Roznovsky said that it was not that attractive of a project, it is a short road and not a lot to it and there is a lot of repair work going on. Mayor Jones said that the contractor is pretty much going to do the concrete work and road base. Mr. Roznovsky said that they would do everything except the asphalt, which is being provided by Montgomery County. Mayor Jones said that hopefully Montgomery County's timing will be coordinated with the City's. Mr. Roznovsky said that they have talked to the contractor and he is ready to move on the project, it will be a 21-day contract to get his portion of the work complete. Mr. Roznovsky said that once the contract is awarded they will get the contracts put together and over to the City for review, and hopefully they will be ready to issue a Notice to Proceed after Thanksgiving.

John Champagne moved to accept the bid from ECB Development LP in the amount of \$84,926.62 and authorize the Mayor to execute all relevant contracts. T.J. Wilkerson seconded the motion, the motion carried unanimously. (4-0)

19. Consideration and possible action regarding award and execution of construction contract documents for the Buffalo Springs Drive Waterline Bridge Crossing.

Mr. Roznovsky said that they received three bids on this project, with the low bid from Spartan Direct Solutions, LLC in the amount of \$86,412.25. Mr. Roznovsky said that he did discuss the bid with the contractor to make sure that it was correct and there would not be a lot of change orders and that he was comfortable with his price. Mr. Roznovsky said that they have not specifically worked with this company before, but they have checked all their references and the resumes of people in the company, and spoke with other contractors

about the company, so they are comfortable recommending them for this project, especially due to the low bid.

Rebecca Huss asked whether this was a new company. Mr. Roznovsky said that this is a newly formed company and they have not done a lot of work. Mr. Roznovsky said that they did check the references and they have been doing work, just not with Jones and Carter. Rebecca Huss said that this could be a low bid so that they get in with Jones and Carter. Mr. Roznovsky said that was exactly what the contractor said that they wanted to get in and be able to get into the process so they could get more projects, which was the driver for their low price. Rebecca Huss asked if the \$50,000 difference in the cost between the first and second bidder is actually their overhead and profits. Mr. Roznovsky said that he did not know how they built their bid, but you would assume that they would not be losing money on the job, unless they were really desperate that they will be breaking even.

Mr. Roznovsky advised that his is a 12-inch water line that goes across the bridge and connects the two pieces. Mr. Roznovsky said that all water that goes out to Kroger has to go through downtown Montgomery and out, so this will close that loop. Mr. Roznovsky advised that the exposed sewer line will be replaced, which is part of the Bridge Project.

Mayor Jones said that this project has been discussed for years. Mr. Roznovsky said that the project was bid right before the 2016 event when the Buffalo Springs Bridget went out. Mr. Roznovsky said that both contractors working on the Bridge area will be working side by side.

Mayor Jones said that part of the project will be paid for by the person who promised to pay for it to start with. Mr. Yates said that after the bid is approved, that will give him the basis to ask Mr. Bowen for the entire amount of the project, and if he pays it that will be great, if not, we have a \$28,000 Escrow fund that they can tap and pay the rest through the Capital Projects Fund. Mr. Yates said that if Mr. Bowen does not pay for the cost, then they will need to discuss whether the City will want to pursue litigation. Mayor Jones said that they have been talking about getting rid of any 380 Agreements that they have with Mr. Bowen. Rebecca Huss said that if they look at the bids, they have not been assuming that there would be some legal bonanza and they have gone wild and taken whatever bid

they wanted to punish somebody, this is a significantly lower price than they had expected and somewhat more frugal than it could have been. Mr. Roznovsky said that this project only addresses the damage to the Bridge and what is directly below it.

After discussion, Mr. Roznovsky said that they were recommending accepting the bid submitted by Spartan Direct Solutions, LLC. in the amount of \$86,412.25.

John Champagne moved to accept the bid as submitted by Spartan Direct Solutions, LLC in the amount of \$56,412.25 and to authorize the Mayor to execute all relevant document, and ask for a report from the City Attorney if Mr. Bowen does not provide the entirety of the amount of this waterline. T.J. Wilkerson seconded the motion, the motion carried unanimously. (4-0)

20. Consideration and possible action regarding a Utility and Economic Feasibility Study for the Peter Hill 5.7-Acre Commercial Tract.

Dave McCorquodale moved to approve a Utility and Economic Feasibility Study for the Peter Hill 5.7-Acre Commercial Tract. John Champagne seconded the motion, the motion carried unanimously. (4-0)

21. Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery and Huffco Services regarding Apache Well Control.

Rebecca Huss asked if Huffco Services has signed the Agreement and they are okay with everything. Mr. Yates said that was correct.

Rebecca Huss moved to approve an Escrow Agreement by and between the City of Montgomery Huffco Services regarding Apache Well Control. Dave McCorquodale seconded the motion, the motion carried unanimously. (4-0)

Mayor Jones asked what it would take for the City Administrator to sign the Escrow Agreements. Mr. Yates said that he would have to ask the City Attorney that question, but right now the language requires City Council approval. John Champagne said that they

need to change that process. Mr. Yates said that they would just need to change the wording on the Agreement from City Council to the City Administrator and he could have that for City Council at the next meeting. Mayor Jones said that it is such a standard process and with the two weeks between meetings, it delays the process. John Champagne said that it would speed up things.

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.

21. Convene into Closed Executive Session as authorized by the Texas Open Meetings Act, Chapter 551 of the Government Code, in accordance with the authority contained in the following:
 - a) 551.071 (Confidential consultation with City Attorney);
 - b) 551.087 (Deliberation regarding economic development negotiations for a possible Chapter 380 Agreement concerning Montgomery SH 105 Associates); and
 - c) 551.074 (Personnel deliberation regarding the City Administrator's Review).

Mayor Jones convene into Closed Executive Session at 7:44 p.m.

Reconvene into Open Session to act if necessary on matters discussed in Executive Session.

Mayor Jones reconvened the meeting at 9:41 p.m.

POSSIBLE ACTION FROM EXECUTIVE SESSION:

23. Consideration and possible action resulting from the item(s) listed under Executive Session.

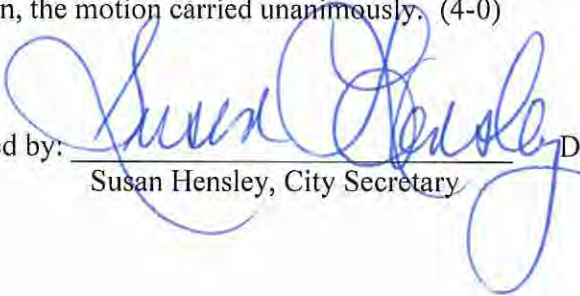
Rebecca Huss moved to authorize the City Attorney to draft changes to the 380 Agreement with First Realty based on the 380 Agreement that was current as of this morning, to include language that was altered. The Agreement as altered was approved. The total Agreement being \$1.125 million over ten year with \$200,000 to be contributed by the developer to pay for the lift station in Section 3 of the Agreement, and to alter the language specifically on Page 4 “the City payment and the EDC Portion to be split equally between the two entities for \$.05 cents of the 2 cents that the City and EDC receive on the annual sales tax collected from the project” among other sundry clean up items that were discussed in Executive Session. Rebecca Huss stated that the tax collected is \$.02 cents and ½ of 1 percent is to be remitted under this Agreement and equally split between the City and EDC portions, so that each one will be paying one quarter of one cent under this agreement for a total of no more than \$1.125 million dollars over 10 years, whichever comes first, with \$200,000 to be contributed by the Developer to pay for the lift station referenced in Section 3 of the Agreement. T.J. Wilkerson seconded the motion, the motion carried unanimously. (4-0)

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

John Champagne moved to adjourn the meeting at 9:44 p.m. Dave McCorquodale seconded the motion, the motion carried unanimously. (4-0)

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

Mayor Kirk Jones

Montgomery City Council
AGENDA REPORT

Meeting Date: December 12, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Citizen Participation Plan
Date Prepared: December 8, 2017	

Subject

This is approval of the citizen participation plan for the GLO CDBG – DR grants.

Description

This is a description of how the public could complain if they were to want to dispute the process by which the GLO grant process occurs. It is a required part of the genogram process, the same type of citizen participation plan was approved for the first CDBG grant regarding Baja Avenue.

Recommendation

Approve the citizen participation plan is presented

Approved By

City Administrator	Jack Yates	Date: December 8, 2017
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THE CITY OF MONTGOMERY
CITIZEN PARTICIPATION PLAN
TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK
GRANT
DISASTER RECOVERY (CDBG-DR) PROGRAM

COMPLAINT

PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office Community Development Block Grant Disaster Recovery (CDBG-DR) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Montgomery, 101 Old Plantersville Rd., Montgomery, TX 77356 (Street Address), (936) 597-6434 (Phone) during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-DR project(s).

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-DR project(s), whether it is a proposed, ongoing, or completed CDBG-DR project(s), may during regular business hours submit such complaint or grievance, in writing to City Hall, at 101 Old Plantersville Rd., Montgomery, TX 77356 (Mailing Address) or may call (936) 597-6434 (Phone).
2. A copy of the complaint or grievance shall be transmitted by the City Administrator to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City Administrator shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-DR program for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG-DR funds.

The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH EFFORTS

The City shall provide for reasonable public notice, appraisal, examination and comment on the activities proposed for the use of CDBG-DR funds. These efforts shall include:

1. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG-DR funds are proposed to be used;
2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG-DR funds;
3. Furnish citizens information, including but not limited to:
 - the amount of CDBG-DR funds expected to be made available
 - the range of activities that may be undertaken with the CDBG-DR funds
 - the estimated amount of the CDBG-DR funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons
 - if applicable, the proposed CDBG-DR activities likely to result in displacement and the entity's anti- displacement and relocation plan
4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state; and
5. These outreach efforts may be accomplished through one or more of the following methods:
 - Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
 - Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
 - Posting of notice on the local entity website (if available);
 - Public Hearing; or
 - Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
 - (a) Certified mail
 - (b) Electronic mail or fax
 - (c) First-class (regular) mail
 - (d) Personal delivery (e.g., at a Council of Governments [COG] meeting)

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by a CDBG-DR applicant or recipient, the following public hearing provisions shall be observed:

1. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice MUST include the DATE, TIME, LOCATION and TOPICS to be considered at the public hearing. A published newspaper article may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to each hearing.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.
4. City may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.
5. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

Kirk Jones
Mayor, City of Montgomery

Date

LA CIUDAD DE MONTGOMERY
PLAN DE PARTICIPACIÓN DEL CIUDADANO
TEXAS GENERAL LAND OFFICE (GLO) PROGRAMA DE RECUPERACIÓN DE
DESASTRES (CDBG-DR) BLOQUE DE DESARROLLO COMUNITARIO

PROCEDIMIENTOS DE QUEJAS

Estos procedimientos de queja cumplen con los requisitos del Programa de Recuperación de Desastres (CDBG-DR) y los Requisitos de Gobiernos Locales del Código de Regulaciones Federales (CFR §570.486). Los ciudadanos pueden obtener una copia de estos procedimientos en el ciudad de Montgomery 101 Old Plantersville Rd., Montgomery, TX 77356 (Dirección), (936) 597-6434 (Teléfono) durante las horas de negocio.

A continuación se presentan los procedimientos formales de quejas y quejas en relación con los servicios prestados en el marco del proyecto (s) CDBG-DR.

1. Una persona que tenga una queja o queja acerca de cualquier servicio o actividad con respecto al (los) proyecto (s) CDBG-DR, si se trata de un proyecto (s) CDBG-DR propuesto, en curso o terminado, presentar dicha queja o queja, por escrito al 101 Old Plantersville Rd., Montgomery, TX 77356 (Dirección postal) o puede llamar a (936) 597-6434 (teléfono).
2. Una copia de la queja o queja será transmitida por el _____ a la entidad que es el sujeto de la queja o queja y al Abogado de la Ciudad dentro de los cinco (5) días hábiles después de la fecha de la queja o queja fue recibida .
3. El _____ completará una investigación de la queja, si es factible, y proporcionará una respuesta escrita a tiempo a la persona que hizo la queja o queja dentro de diez (10) días.
4. Si la investigación no puede completarse dentro de los diez (10) días hábiles por no. 3 anterior, la persona que hizo la queja o queja será notificada por escrito dentro de los quince (15) días cuando sea posible después de recibir la queja o queja original y detallará cuándo debe concluirse la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior serán enviadas al programa CDBG-DR para su revisión y comentario.
6. Si es apropiado, proporcione copias de los procedimientos de quejas y respuestas a las quejas en inglés y español, u otro idioma apropiado.

ASISTENCIA TÉCNICA

Cuando se le solicite, la Ciudad proporcionará asistencia técnica a grupos que sean representativos de personas de ingreso bajo o moderado en el desarrollo de propuestas para el uso de fondos de CDBG-DR. La Ciudad, basado en las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, determinará el nivel y tipo de asistencia.

Montgomery City Council
AGENDA REPORT

Meeting Date: December 12, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Listing of other cities participating, ordinance authorizing participation
Date Prepared: December 8, 2017	

Subject

This is to continue participating with the Lawton Law Firm consortium of cities that hires this firm to read review and recommend actions regarding Entergy submissions.

Description

This is the annual ordinance regarding participation with other Entergy service area cities in matters concerning Entergy rates and other operations. By cooperating with as many cities as we do this greatly reduces the cost and greatly increases the ability of the city to intelligently being part of the Entergy issues that arise.

The City Attorney recommends this action.

Recommendation

Approved the ordinance authorizing municipal participation in regulatory proceedings of Entergy Texas, Inc. in 2018 as presented.

Approved By

City Administrator	Jack Yates	Date: December 8, 2017
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THE LAWTON LAW FIRM, P.C.

12600 Hill Country Blvd., Suite R-275 • Austin, Texas 78738 • 512/322-0019 • Fax: 512/329-2604

December 5, 2017

Via e-mail

Mr. Richard Ferguson
City Attorney – City of Anahuac
City Attorney – City of Sour Lake
13201 Northwest Freeway, Suite 300
Houston, Texas 77040

Mr. Kyle Hayes
City Manager – City of Beaumont
P.O. Box 3827
Beaumont, Texas 77704

Ms. Kelly McDonald
City Manager – City of Cleveland
907 E. Houston
Cleveland, Texas 77327

Ms. Angela Smith
City Secretary – City of Cleveland
907 E. Houston
Cleveland, Texas 77327

Mayor Nyla Akin Dalhaus
City of Cut and Shoot
P.O. Box 7364
Cut and Shoot, Texas 77306

Mr. Jeff Lambright
Mayor – City of Dayton
117 Cook Street
Dayton, Texas 77535

Mr. Tyrone Cooper
City Attorney – City of Beaumont
P.O. Box 3827
Beaumont, Texas 77704

Mr. Paul Fukuda
City Attorney – Bridge City
260 Rachal
Post Office Box 846
Bridge City, Texas 77611

Mr. David Olson
City Attorney – City of Cleveland
Wortham Tower, Suite 600
2727 Allen Parkway
Houston, Texas 77019

Mr. Mark Winberry
City Attorney – City of Conroe
P.O. Box 3066
Conroe, Texas 77305

Amy L. Wade
City Secretary – City of Cut and Shoot
P.O. Box 7364
Cut and Shoot, Texas 77306

Mr. Theo Melancon
City Manager – City of Dayton
117 Cook Street
Dayton, Texas 77535

Mr. James Black
City Attorney – City of Groves
3535 Calder Avenue, Suite 300
Beaumont, TX 77706

Mr. D. E. Sosa
City Manager – City of Groves
P.O. Box 3286
Port Arthur, Texas 77643

Ms. Tina Paez
City of Houston Administration & Regulatory
Affairs Department (ARA)
611 Walker, 10th Floor
Houston, Texas 77002

Ms. Yushan Chang
City of Houston Legal Department
P.O. Box 368, Houston, Texas 77001-0368
City Hall Annex, 4th Floor
900 Bagby
Houston, Texas 77001-0368

Mr. Leonard Schneider
City Attorney – City of Huntsville
City Attorney – City of Splendora
Liles Parker PLLC
2261 Northpark Dr., Suite 445,
Kingwood, TX 77339

Mr. Matt Benoit
City Manager – City of Huntsville
1212 Ave. M
Huntsville, Texas 77340

Mr. Gary Broz
City Manager – City of Liberty
1829 Sam Houston
Liberty, Texas 77575

Mr. Larry L. Foerster
City Attorney – City of Montgomery
Darden, Fowler and Creighton, LLP
414 West Phillips, Suite 100
Conroe, Texas 77301

Mr. Cary Bovey
City Attorney – City of Navasota
Law Office of Cary L. Bovey, PLLC
2251 Double Creek Dr., Suite 204
Round Rock, Texas 78664

Mr. Brad Stafford
City Manager – City of Navasota
202 E. Washington
Navasota, Texas 77868

Mr. Jesse Branick
City Attorney – City of Nederland
221 Hwy. 69 South, Suite 100
Nederland, Texas 77627

Mr. Christopher Duque
City Manager – City of Nederland
P.O. Box 967
Nederland, Texas 77627

Ms. Vicky Rudy
City Manager – City of Oak Ridge North
Oak Ridge North
27424 Robinson Road
Oak Ridge North, Texas 77385

Ms. Laura Calcote
City Secretary – City of Oak Ridge North
27424 Robinson Road
Oak Ridge North, Texas 77385

Mr. Shawn Oubre
City Manager – City of Orange
803 W. Green Avenue, Room 201
Orange, Texas 77630

Mr. Rodney Price
City Attorney – City of Pine Forest
City Attorney – City of Rose City
P.O. Box 310
Vidor, Texas 77670

Mr. Tommy Gunn
City Attorney – City of Pinehurst
202 S. Border
Orange, Texas 77630

Mr. Robbie Hood
City Administrator – City of Pinehurst
2497 Martin Luther King Jr. Drive
Orange, Texas 77630

Ms. Val Tizeno
City Attorney – City of Port Arthur
P.O. Box 1089
Port Arthur, Texas 77640

Mr. Brian McDougal
City Manager – City of Port Arthur
P.O. Box 1089
Port Arthur, Texas 77640

Mr. Pete Steele
City Attorney – City of Port Neches
3120 Central Mall Drive
Port Arthur, Texas 77642

Mr. Andre Wimer
City Manager – City of Port Neches
P.O. Box 758
Port Neches, Texas 77651

Ms. Kathie Reyer
Interim City Administrator – City of
Shenandoah
29955 IH-45 N.
Shenandoah, Texas 77381

Mr. Harry Wright
City Attorney – City of Silsbee
PO Box 186
Port Neches, Texas 77651

Ms. DeeAnn Zimmerman
City Manager – City of Silsbee
105 South 3rd Street
Silsbee, Texas 77656

Mr. Jack Provost
City Manager – City of Sour Lake
625 Hwy 105 W
Sour Lake, Texas 77659

Mayor Dorothy Welch
City Attorney Leonard Schneider
City of Splendora
P.O. Box 1087
Splendora, Texas 77372

Mr. Michael Kunst
City Manager - City of Vidor
1395 N. Main St.
Vidor, Texas 77662-3726

Mr. Guy N. Goodson
City Attorney – City of Vidor
P.O. Box 4915
Beaumont, Texas 77704-4915

Mayor Roy McDonald
Mayor – City of West Orange
2700 Western Avenue
West Orange, TX 77630

Mr. Rex Peveto
City Attorney – City of West Orange
118 Border Street
Orange, Texas 77630

Mr. Michael S. Stelly
City of West Orange, Texas
2700 Austin Avenue
West Orange, TX 77630

Re: **Annual Ordinance Authorizing Municipal Participation in
Regulatory Proceedings of Entergy Texas, Inc. in 2018**

Steering Committee of Cities located in Entergy Texas, Inc.'s Service Territory:

With the arrival of 2018, it is once again time to authorize municipal participation in regulatory rate proceedings involving Entergy Texas, Inc. ("ETI" or "Company") before the Public Utility Commission of Texas ("PUCT" or "Commission"), and the Federal Energy Regulatory Commission ("FERC"). **Attached is a proposed Ordinance for your consideration to authorize participation in rate proceedings in 2018. Please forward the completed Rate Ordinance to us by email at dlawton@ecpi.com and molly@mayhallvandervoort.com.**

It is expected that ETI will litigate a number of new rate related issues this year at the PUCT. The Company is expected to file a base rate case during the second quarter of 2018. While we do not yet have an estimate of the expected rate increase request, capital additions for generation, transmission, distribution, and other plant are expected to increase ETI investment levels and return requirements. In addition, recent damages resulting from flooding and hurricane Harvey impacts (about \$75 million) are projected to require additional rate adjustments. Since the last rate case, the Entergy System Agreement terminated effective August 31, 2016. The System Agreement had a substantial impact on the magnitude of a number of utility charges to customers and the termination of the System Agreement will impact consumer rates and require a realignment of a number of charges to reflect its operations as a stand-alone utility. The continued participation of the Cities in these proceedings is necessary to ensure that the operations and charges of ETI to customers are not adversely affected by this change.

To the extent costs are not included in the expected base rate case, we anticipate that ETI will continue to seek other rate revenue increases from the Cities and the Public Utility Commission through incremental cost recovery mechanisms. The Steering Committee of Cities was successful in past years limiting ETI's requested base rate increases to reasonable revenue levels and dismissing or denying ETI's request for purported incremental cost recovery.

We also anticipate that ETI will file various fuel proceedings throughout the year. For several years, the Steering Committee of Cities has been able to negotiate favorable settlements for customers for the fuel proceedings filed by ETI. The settlements returned more money to customers and in a more timely fashion than would have been possible through ETI's filed requests.

For instance, as we discussed earlier in 2017 as a condition of the joint settlement of ETI's recent fuel reconciliation and Transmission Cost Recovery Factor ("TCRF") proceedings, ETI was required to submit an application to refund/surcharge its fuel over-recovery balance of

approximately \$21 million plus an agreed fuel cost disallowance of \$6 million. This refund/surcharge was in effect April — June of 2017.

Currently we are just starting a review of a \$30.5 million fuel cost over-collection, (this is the third fuel refund in 2017) which will likely be finalized during the first quarter of 2018. It is expected that residential consumers will receive a monthly bill credit currently estimated at \$8.76 per 1,000 kwh's of consumption for the January through March 2018 period.

The continued support of each of the Cities in the Steering Committee has been instrumental in the successful regulation of ETI and in maintaining reasonable rates for customers within the Cities. We look forward to each City's continued participation with the Steering Committee in the regulatory process.

If you have any questions or concerns, please call.

Sincerely,

A handwritten signature in black ink that reads "Daniel J. Lawton" followed by a stylized flourish.

Daniel J. Lawton

ORDINANCE

A ORDINANCE OF THE CITY COUNCIL OF MONTGOMERY TEXAS, AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS IN 2018; AUTHORIZING THE HIRING OF LAWYERS AND RATE EXPERTS; AND AUTHORIZING THE CITY'S PARTICIPATION TO THE FULL EXTENT PERMITTED BY LAW AT THE PUBLIC UTILITY COMMISSION OF TEXAS

WHEREAS, Entergy Texas, Inc.'s ("ETI") implementation of customer choice has ceased due to Senate Bill 1492 and ETI will continue to be regulated under traditional cost-of-service regulation;

WHEREAS, changes to the Public Utility Regulatory Act addressing rates and rate proceedings will have a direct impact on ETI and customer bills during 2018 and into the future;

WHEREAS, ETI is scheduled to litigate requests in various proceedings before the Public Utility Commission of Texas, before municipalities, or before the Federal Energy Regulatory Commission in 2018 related to ETI's expected rate increase request, ETI's continued integration with the Midwest Independent System Operator ("MISO"), ETI's exit from the Entergy System Agreement (effective August 31, 2016), various fuel cost refunds or surcharges and reconciliations, and for any type of rate proceedings or cost adjustments, such as a transmission cost recovery rider, a distribution cost recovery rider, energy efficiency cost recovery factor, or hurricane restoration cost or offset true-ups;

WHEREAS, ETI is expected to file a rate increase proceeding at the City and before the Public Utility Commission in the second quarter of 2018;

WHEREAS, ETI is scheduled to file fuel factor proceedings at the Public Utility Commission in February and August 2018, and to file other fuel proceedings to refund or surcharge fuel charges;

WHEREAS, ETI is scheduled to file a proceeding to recover costs incurred in association with its Energy Efficiency Plan as well as reconcile past costs;

WHEREAS, Cities have the statutory right to set fair and reasonable rates for both the Company and customers within Cities;

WHEREAS, Cities have exclusive original jurisdiction over rates, operations, and services of an electric utility in areas in the municipality pursuant to *Tex. Util. Code* § 33.001;

WHEREAS, Cities have standing in each case before the Public Utility Commission of Texas that relates to an electric utility providing service in the municipality pursuant to *Tex. Util. Code* § 33.025;

WHEREAS, Cities are entitled to reimbursement by the utility of their reasonable rate case expenses to participate in cases that are deemed rate proceedings pursuant to *Tex. Util. Code* § 33.023.

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

SECTION 1. The City of Montgomery shall participate with other Cities to intervene in ETI's various rate filings related to the various fuel cost surcharges and reconciliations, any interim or incremental surcharge proceedings or surcharge adjustments, and for any base rate adjustment proceedings or cost of service adjustments on file with the Public Utility Commission of Texas or with municipalities in 2018 and seek appropriate regulatory scrutiny in any case on file at the Federal Energy Regulatory Commission affecting the City and its residents.

SECTION 2. The City of Montgomery employs the Lawton Law Firm P.C. to represent the City with regard to the ETI rate matters before local and Public Utility Commission of Texas and any court of law and authorizes counsel to employ rate experts as are recommended by the Cities' Steering Committee to intervene in fuel or rate related proceedings at the Public Utility Commission concerning ETI's rates charged to Texas customers.

SECTION 3. All such actions shall be taken pursuant to the direction of the Cities' Steering Committee. Cities' Steering Committee shall have authority to retain rate consultants and lawyers. Cities' Steering Committee shall direct the actions of Cities' representatives in the above proceedings. The Steering Committee is directed to obtain reimbursement from ETI of all reasonable expenses associated with participation in said proceedings.

SECTION 4. This Ordinance shall be effective from and after the date of its passage.

PASSED by _____ vote of the City Council of the City of _____, Texas, this 12th day of December, 2018.

THE CITY OF MONTGOMERY, TEXAS

By: _____
Kirk Jones, Mayor

ATTEST:

Susan Hensley, City Secretary

APPROVED AS TO FORM:

Larry Foerster, City Attorney

ITEM #5
Montgomery City Council
AGENDA REPORT

Meeting Date: December 12, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Resolution regarding the date of the public hearing on Impact Fees
Date Prepared: December 8, 2017	

Subject

This is to reset the date of the public hearing regarding water and sewer impact fees.

Description

This is to amend an action that the City Council passed on November 14 to hold a public hearing on December 12, 2017 regarding the impact fees. However, in order to give the proper statutory notice it is necessary to change the public hearing date from the 12th to January 9, 2018.
The City Attorney recommends this action.

Recommendation

Approve the Resolution as presented and hold the public hearing on January 9 rather than December 12.

Approved By

City Administrator	Jack Yates	Date: December 8, 2017
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RESOLUTION 2017-

AN AMENDMENT TO RESOLUTION NO. 2017-25, DATED NOVEMBER 14, 2017, CHANGING THE DATE OF A PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS TO JANUARY 9, 2018, AT CITY HALL, 101 OLD PLANTERSVILLE ROAD, MONTGOMERY, TEXAS, TO HEAR ANY AND ALL PERSONS DESIRING TO BE HEARD ON OR IN CONNECTION WITH ANY MATTER OR QUESTION INVOLVING THE UPDATING OF IMPACT FEES FOR WATER AND WASTEWATER, AND RATIFYING NOTICE AS PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY OF MONTGOMERY, TEXAS AND POSTING ON THE CITY'S WEBSITE.

WHEREAS, the City Council has approved Resolution 2016-06 creating the City of Montgomery Capital Improvement Advisory Committee (“CIAC”) appointing its members, and establishing the Committee's functions, duties and rules of conduct associated with the study, consideration, development and adoption of impact fees pursuant to the Texas Local Government Code Chapter 395 (“Impact Fee Statute”); and

WHEREAS, the City Council approved and adopted Resolution No. 2016-12 approving the proposed land use assumptions and capital improvements plan relating to impact fees for water and wastewater improvements; and

WHEREAS, the City Council passed Ordinance No. 2016-21, dated December 13, 2016, approving impact fees for the City of Montgomery; and

WHEREAS, Texas Local Government Code Section 395.058 (c) requires the CIAC to file semiannual reports with respect to the progress of the capital improvements plan and report to the City Council any perceived inequities in implementing the plan or imposing the impact fee; and advise the City Council of the need to update or revise the land use assumptions, capital improvements plan, and impact fee; and

WHEREAS, Texas Local Government Code Sec. 395.052 requires a political subdivision imposing an impact fee to update its land use assumptions and capital improvements plan at least every five years; to review and evaluate its current land use assumptions; and to cause an update of the capital improvements plan as required by law; and

WHEREAS, the CIAC conducted a meeting on September 20, 2017 to consider the progress of the capital improvements plan and updates to the land use assumptions and capital improvement plan relating to City’s approved impact fees for water and wastewater improvements; and

WHEREAS, the CIAC has submitted written comments and suggestions to the City Council by which the CIAC recommends certain updates to the land use assumptions and capital improvement plan; and

WHEREAS, Texas Local Government Code Section 395.053 requires the City Council to hold a public hearing to review and discuss the CIAC's comments and suggestions concerning the City's land use assumptions and capital improvement plan; and

WHEREAS, on November 14, 2017, the City Council passed Resolution No. 2017-25 to hold a public hearing on December 12, 2017 on the above-referenced matter; and

WHEREAS, in order to give the proper statutory notice, the City Council finds that the public hearing should be rescheduled to January 9, 2018 and that the notice of the public hearing previously published should be ratified by this Resolution;

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

1. That the City Council of the City of Montgomery, Texas does hereby amend City Resolution No. 2017-25 to call a public hearing to be held on the 9th day of January 2018, at 6:00 o'clock p.m. at City Hall, 101 Old Plantersville Road, Montgomery, Texas 77356, at which time all persons desiring to be heard will be heard on or in connection the Montgomery Capital Improvement Advisory Committee's comments concerning the City's land use assumptions and capital improvements plan.
2. The City Council ratifies and approves the City Secretary's publication of the notice of public hearing pursuant to the requirements of the Open Meetings Act and Chapter 395 of the Texas Local Government Code.

PASSED, APPROVED, and ADOPTED this ____ day of December 2017.

CITY OF MONTGOMERY, TEXAS

Kirk Jones, Mayor

ATTEST:

Susan Hensley, City Secretary

APPROVED AS TO FORM:

Larry L. Foerster, City Attorney

CITY ADMINISTRATOR REPORT – mid-November to mid-December

- Met with Planning Commission at one meeting.
- Coordinated and attended two Board of Adjustment meetings.

- Met, took minutes, of one MEDC meeting.

- Attended Montgomery Area Chamber of Commerce Board of Director's meeting. One morning Coffee meeting, one lunch meeting.

- Attended two Montgomery County Leadership Class activity regarding economic development and governments in the County.

- Met with city engineers and city attorney several times regarding; plats, system management, upcoming projects, bridge improvements, developments throughout the city, TxDOT 149 planning, FEMA, CDBG grants, LDC billing issues, General Land Office grant possibility and billing for Escrow Accounts.

- Met with several developers during the month regarding; Heritage Plaza Medical Center, Villas of Mia Lago, New Westmont building, Kenrock property west of Pizza Shack, Waterstone, Dr. Carwile, Shoppes of Montgomery, and other development possibilities meetings. Also, reviewed development processes with several developers with results attached.

- Made several decisions during month as Zoning Administrator, including signs, coordinating variance requests, code enforcement, Historic District activities, land use plan, and working on Zoning/Corridor Enhancement Area changes in cooperation with the Planning Commission

- Worked with City Council individually and City Staff on a variety of administrative, personnel and coordination efforts, including implementing a new Municipal Court staff.
- Attached is a City Administrator Goals and Objectives as a description of my duties. Worded generally, but includes all of my activities.

City Administrator Goals and Objectives

-Manage the approved budget by making each expenditure be worthwhile and enhancing each revenue stream. Review all expenditures and all revenues within the budget with the ideal of maximizing the effectiveness and efficiency of both streams.

-Work with the city staff to maximize responsiveness to Citizens, effectiveness, and efficiency. This is to be accomplished by specifically working with Department Heads in cooperative planning for immediate and for future advancement of each function, including developing the most of each staff member.

-Develop a more usable development package that is useful to the City, the City Engineers and Developers to gain effective city planning while also making it as easy and cost-efficient to all parties as possible for development to occur.

-Enhance and implement economic development plans and actions for the city. With the goal being a broad-based economic foundation.

-Manage the multiple public infrastructure projects, ongoing and planned, through working with the City Attorney, City Engineer, City Council and staff. This should be done through planning, scheduling, financing and city team management.

-Devise strategies to meet the demands of a growing, diverse citizenry with growth as an underlying premise. This is to be done through development of the budget, staffing and community planning. Also by building a visible and active relationship with Montgomery citizens and business community to ensure that city policies and personnel are community friendly. To be an outgoing personality who embraces and supports Montgomery's culture.

-Maximize the appearance of the city for the current citizens, visitors and potential economic development aspect of the community. This is to be done through code enforcement of dilapidated buildings and unsightly appearances of property, supervision of land use laws and through streetscape/beautification improvements throughout the city.

Development Review -- Process Review

Findings

- The city development process is not clear, not written out and misunderstood.
- There needs to be a written checklist of the process including a development checklist, development application, landowner annexation petition form, rezoning application, special use permit application, the call permit application and variance request form.
- Engineer reviews need to be more thorough on the front end, less reviews need to happen in order to lessen the cost of plan preparation and review by the city and the developer.
- Engineer reviews need to be timely with the goal being two weeks for almost any development except the very large properties.
- There needs to be a meeting of the engineer and developers engineer following the first review in order to clarify and be specific about what is necessary to be changed following the first review.
- It would be helpful if there was a on line way of keeping up with the process. Such as the development checklist being online with dates of submission and approval and what is upcoming in the process.
- The city's guidelines in general are satisfactory and comparable to other cities.
- The building permit process and inspection process appears to be working well.
- The City staff needs to manage the engineer and the development process more definitively by keeping up with the number of plan reviews, making the development process clear and managing the escrow policy more thoroughly.

Recommendations

- A development checklist needs to be prepared showing the development process, a development application, a landowner annexation petition form, rezoning application, alcohol permit application and variance request form.
- A development meeting needs to occur at the beginning of each development process with attendees to include: Developer and his engineer, city administrator, city engineer, public works director, police chief, city secretary, building inspector, other utility representatives and fire chief. At this meeting, the development process would be reviewed and presented to the developer - with each city attendee giving a comment about how the development may be affected by their department.
- A development package document needs to be prepared showing the development checklist and possible forms for completion by the developer.
- The escrow agreement process of preparing the agreements by the engineer should be maintained, but the presentation of the escrow agreements to the developer should be accomplished by the city administrator.
- The city engineer needs to give a promised response date with each submittal of plans. Following the first review the city engineer and the developer's engineer need to meet in person to discuss the comments on the first review with the goal being to properly explain the items that need to be amended. Following the second review, the city administrator needs to be specifically informed of what the issues are with the plan involved.
- The city staff will look into how to get the development checklist process online as an aid to the developer and the city staff to keep up with the development process. Every two weeks the city engineer will send the city administrator a Plan Review Summary report.
- The building permit process and inspection process needs to continue on its path of online inspection request, notations of passage/failure notification of inspections and record keeping.

- The city administrator needs to manage the city engineer and development process by staying informed, and acting when necessary to expedite the development process through communication and mediation, if needed.

Work product to be accomplished

- A development package needs to be prepared consisting of: fee schedule, development checklist and outline, development application, landowner annexation petition form, rezoning application, alcohol permit application, and variance request form. In this package would also be instructions about when a subdivision process is required, the platting process, meeting schedules of the Planning Commission and City Council, water and sewer need, and other utility needs, drainage studies a predevelopment meeting information questionnaire, explanation of the lighting and tree ordinances, public hearing notice requirements. This is to be presented at the Council's January 23 meeting.
- The city engineer needs direction for a required timely return of review process. This needs to happen following a discussion between the city engineer and the city administrator on acceptable times for review process. Namely an email or a correspondence between the city administrator and the city engineer that describes the turnaround time standards to be met, with specific direction allowed for more time for a larger development following a communication between the city administrator in the city engineer giving the new time frame for that specific development. Before December 12th.
- The city administrator will review other cities methods of online tracking of developments and will propose either: purchase of an existing software or will devise a system with the assistance of the city engineer and development clerk. By January 23rd Council meeting.
- The building permit process and building inspection process will continue on his current, with the growth of the new building inspection software aiding this process.

- Escrow agreements will be prepared by the city engineer and when complete will be given to the city administrator to present to the developer.
- The city engineer will keep the city administrator informed of the reviews necessary and the process of their reviews whether on plats or site plans. The city administrator will act in the best interest of the city to keep the process expedited.

Goals to be accomplished

- To make development in the city an easier process for the developer at the least possible cost, while also protecting the interest of the city.
- To manage the city engineer and the developer to lessen the cost of both parties.
- To provide timely reviews and public information regarding development status.
- The ultimate goal is to provide a known, affordable and transparent workable development process that accomplishes and protects the cities future infrastructure needs through quality city planning.

City of Montgomery Capital Project Schedule

WBS	Project/Task (Funding)	Predecessor	Start	End	Cal. Days	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19
8	Lift Station No. 1 Relocation (TWDB)																				
8.1	Finalize Developer Agreement		Tue 11/14/17	Wed 12/13/17	30	█															
8.2	Surveying	8.1	Thu 12/14/17	Sat 1/27/18	45	█	█														
8.3	Geotechnical Analysis	8.1	Thu 12/14/17	Fri 1/12/18	30	█	█														
8.4	Preliminary Design	8.1	Thu 12/14/17	Fri 1/12/18	30	█	█														
8.5	TWDB Change in Scope																				
8.5	Approval	8.1	Thu 12/14/17	Sat 1/27/18	45	█	█														
8.6	Design	8.1, 8.2, 8.3	Mon 1/15/18	Fri 3/30/18	75		█	█	█												
8.7	Approvals	8.4	Fri 3/30/18	Tue 5/29/18	61				█	█											
8.8	Bidding	8.5	Tue 5/29/18	Wed 6/20/18	23					█	█										
8.9	Award Contract	8.6	Tue 6/26/18	Tue 6/26/18	1						█	█									
8.10	Prepare Contracts	8.7	Wed 6/27/18	Tue 7/03/18	7							█	█								
8.11	Execute Contracts	8.8	Wed 7/04/18	Tue 7/17/18	14								█	█							
8.12	Issue Notice to Proceed	8.9	Tue 7/24/18	Thu 8/02/18	10									█	█						
8.13	Construction	8.10	Fri 8/03/18	Thu 2/28/19	210										█	█	█	█	█	█	█
9	18" Gravity Sanitary Sewer Extension (Developer)																				
9.1	Finalize Developer Agreement		Tue 11/14/17	Wed 12/13/17	30	█															
9.2	Surveying		Thu 12/14/17	Fri 1/26/18	44	█	█														
9.3	Geotechnical Analysis		Thu 12/14/17	Fri 1/12/18	30	█	█														
9.4	Preliminary Design		Thu 12/14/17	Sat 1/27/18	45	█	█														
9.5	Design	9.1, 9.2, 9.3	Mon 1/29/18	Fri 4/27/18	89		█	█	█												
9.6	Approvals	9.4	Mon 4/30/18	Mon 5/21/18	22				█	█											
9.7	Bidding	9.5	Tue 5/22/18	Thu 6/14/18	24					█	█										
9.8	Award Contract	9.6	Tue 6/26/18	Tue 6/26/18	1						█	█									
9.9	Prepare Contracts	9.7	Wed 6/27/18	Tue 7/03/18	7							█	█								
9.10	Execute Contracts	9.8	Thu 7/05/18	Wed 7/18/18	14								█	█							
9.11	Issue Notice to Proceed	9.9	Wed 7/25/18	Fri 8/03/18	10									█	█						
9.12	Construction	9.10	Mon 8/06/18	Mon 12/03/18	120										█	█	█	█	█	█	█
10	Baja Road and Martin Luther King Water and Drainage Improvements (CDBG)																				
10.1	Finalize CDBG Contract		Tue 11/14/17	Thu 12/28/17	45	█															
10.2	Surveying	10.1	Tue 1/02/18	Wed 1/31/18	30		█														
10.3	Preliminary Design	10.1	Thu 2/01/18	Wed 2/14/18	14			█													
10.4	Design	10.2, 10.3	Thu 2/15/18	Fri 3/30/18	44			█	█												
10.5	Approvals	10.4	Fri 3/30/18	Thu 4/12/18	14				█	█											
10.6	Bidding	10.5	Tue 4/17/18	Tue 5/01/18	15					█	█										
10.7	Award Contract	10.6	Tue 5/08/18	Tue 5/08/18	1						█	█									
10.8	Prepare Contracts	10.7	Wed 5/09/18	Fri 5/18/18	10							█	█								
10.9	Execute Contracts	10.8	Fri 5/18/18	Thu 5/31/18	14								█	█							
10.10	Issue Notice to Proceed	10.9	Thu 6/07/18	Sat 6/16/18	10									█	█						
10.11	Construction	10.10	Mon 6/18/18	Thu 8/16/18	60										█	█	█	█	█	█	█
11	Water Plant No. 2 Ground Storage Tank Backfill (City)																				
11.1	Bidding		Fri 4/13/18	Sat 5/12/18	30					█	█										
11.2	Award Contract	11.1	Tue 5/22/18	Tue 5/22/18	1						█	█									
11.3	Prepare Contracts	11.2	Wed 5/23/18	Tue 5/29/18	7							█	█								
11.4	Execute Contracts	11.3	Wed 5/30/18	Tue 6/12/18	14								█	█							
11.5	Issue Notice to Proceed	11.4	Tue 6/19/18	Thu 6/28/18	10									█	█						
11.6	Construction	11.5	Fri 6/29/18	Fri 10/26/18	120										█	█	█	█	█	█	█

Public Works

2016-2017 Yearly Report

- Flagship Blvd. repairs completed
- Electrical work for Christmas trees completed
- Added Maintenance Technician position (Ryan Thomas)
- Replaced fountain liner at Cedar Brake Park
- Replaced crossover culvert at end of Baja St.
- Eric Standifer attended irrigation training course
- Planted 11 new trees at Cedar Brake Park
- Completed all fire hydrant painting
- Completed street sign replacement plan to 9" blades
- Drainage improvements on Harley Dr.
- Complete coverage at all parks with ant killer granules
- Set historical marker at Nat Hart Davis Museum
- Completed commercial property backflow preventer survey
- Power washed all sidewalks at city parks
- Power washed all bridges at Memory Park
- Set bollards at Community Center parking lot entrance
- Installed cedar lift blocks on Council chairs
- Power washed and painted Simonton Building
- Changed all deadbolts and padlocks at Fernland
- Painted all speed humps and stop bars throughout city
- Ryan Thomas obtained his "D" water and "I" sewer licenses
- Repaired foot bridge at Memory Park
- Hurricane Harvey road closures and debris cleanup
- Security cameras installed at Fernland Park
- Aluminum rain gutters installed at Fernland Park
- Purchased line striping machine and completed the following areas: Flagship Blvd. at 149, City Hall parking lot, Community Center parking lot, Homecoming Park, Memory Park, and Cozy Grape parking lot
- Crack sealing machine rented and project completed

- 70 water taps
- 42 sewer taps
- 40 water leaks
- 6 sewer stop ups
- 15 sewer inspections

The docents at Fernland reported a total of 8,754 visitors for the year and provided 529 tours.

Report prepared by:
Mike Muckleroy
Director of Public Works
December 6, 2017

Public Works

October 2017 Monthly Report

- Flushed Terra Vista water lines for sampling
- Reset multiple meter endpoints for tampers and communication errors
- Setup and cleanup for National Night Out
- Completed multiple water account activates/deactivates
- Reported 2 street light issues to Entergy
- Started building Public Works page on City website
- Repaired leaking water main at Montgomery Elementary School
- Painted P.D. Administration Assistant's office
- Delivered several new trash carts and recycle bins for new accounts
- Completed total remodel of Community Center kitchen
- Coordinated Cozy Grape parking lot paving
- Heavy trash weekend rescheduled from September
- Rearranged utilities/permits office and assembled new filing cabinet
- Removed wooden fence and planted grass at Cozy Grape parking lot
- Line striped Cozy Grape lot and Flagship Blvd.
- Installed new ring and lid on manhole in Waterstone
- Relocated water service line on FM 149 for school turn lane project
- Excavated ditch at 605 MLK for better drainage
- Promoted Eric Standifer to Public Works Foreman
- Hired new Maintenance Technician Francisco (Pancho) Salas
- Replaced leaking blowoff at 1997 MLK
- Purchased new excavator and trailer for this machine
- Purchased and swapped out all hydrant meters for new style with built in backflow devices (full credit given by vendor for existing meters returned)
- Attended insurance open enrollment meeting
- Cleaned storm drain inlets
- Monthly air filter and light bulb check
- Monthly AED inspections
- Monthly check of all irrigation systems

- Monthly door hangers and cutoffs
- Monthly weed control list
- Monthly hydrant reads
- Monthly grease trap inspections
- Weekly conference calls with engineer and utility operator
- Weekly vehicle pre-trip inspections
- Weekly idle meter list checked
- Weekly Farmer's Market barricades (monthly for the winter months)
- 9 water taps
- 6 sewer taps
- 11 water leaks (5 private and 6 city related)
- 1 sewer stop up

Parks and Recreation

- Cleanup of Fernland for Texian Festival
- Repaired granite walkways at Fernland
- Added dirt to play tunnel and pavilion area at Cedar Brake and seeded with grass
- Delivered mulch and debris trailer to Memory Park for Rotary club
- Replaced flags at Cedar Brake
- Continue watering at Cedar Brake and Flagship
- Clean Community Center weekly
- M/W/F cleaning of parks

The docents at Fernland reported a total of 565 visitors for the month and provided 40 tours.

Report prepared by:
 Mike Muckleroy
 Director of Public Works
 November 7, 2017







CITY OF MONTGOMERY POLICE DEPARTMENT

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

CHIEF
JAMES F. NAPOLITANO
UNIT #1600



POLICE DEPARTMENT REPORT

OCTOBER 017

CALLS FOR SERVICE PER COPSUNC- 153

MISDEMEANOR- 33

FELONY- 10

TRAFFIC ENFORCEMENT TOTALS A, B & CHIEF:

CITATIONS- 201

WARNINGS- 231

ARREST/ CHARGES FOR A, B & CHIEF:

NARCOTICS ARREST- 21

WARRANT ARREST- 8

James F. Napolitano
Chief of Police
City of Montgomery, Texas
P.O. Box 708
Montgomery, Texas 77356
936-537-3684
jnapolitano@ci.montgomery.tx.us

CITY OF MONTGOMERY POLICE DEPARTMENT

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UNIT #1600



October 2017 Monthly Stats for "A" Shift - City of Montgomery Officers responded to **65** calls for service and generated **35** reports.

Assault / Family Violence

10/01 - Officer Aguirre - 300 Flagship Dr.

Warrant Arrest

10/01 - Officer Thompson - [20100 Eva St.](#)
10/05 - Officer Thompson - [20100 Eva St.](#)
10/06 - Officer Thompson - [2500 Lone Star Parkway](#)
10/27 - Officer Hernandez - [20100 Eva St.](#)

Narcotic Arrest

10/01 - Officer Thompson - [20100 Eva St.](#)
10/06 - Officer Thompson - [2500 Lone Star Parkway](#)
10/15 - Officer Thompson - [20100 Eva St.](#)
10/15 - Officer Aguirre - [12800 FM 149](#)
10/19 - Officer Hernandez - [20300 Eva St.](#)
10/24 - Officer Thompson - Liberty St. @ Lone Star Parkway
10/27 - Officer Hernandez - [20100 Eva St.](#)

Driving While License Invalid

10/02 - Officer Hernandez - [20900 Eva St.](#)
10/09 - Officer Aguirre - 900 Shepperd
10/10 - Officer Hernandez - 700 MLK
10/10 - Officer Thompson - Eva St. @ Shepperd
10/16 - Officer Aguirre - Hwy 105 @ Stewart Creek
10/23 - Officer Hernandez - [20800 Eva St.](#)
10/24 - Officer Hernandez - [22400 FM 1097 W](#)
10/27 - Officer Hernandez - [20100 Eva St.](#)

CITY OF MONTGOMERY

POLICE DEPARTMENT

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UNIT #1600



Motor Vehicle Accident Investigation

10/05 - Officer Aguirre - [20100 Eva St.](#)
10/06 - Officer Thompson - [22800 Eva St.](#)
10/13 - Officer Thompson - [21400 Eva St.](#)
10/18 - Officer Hernandez - [22800 Eva St.](#)
10/18 - Officer Thompson - [22100 Eva St.](#)
10/29 - Officer Hernandez - [21300 Eva St.](#)

Unknown Medical Emergency

10/05 - Officer Hernandez - [20100 Eva St.](#)

Unlawful Carry of a Weapon (UCW)

10/09 - Officer Aguirre - 900 Shepperd

Theft

10/13 - Officer Hernandez - [300 Caroline St.](#)

Driving While Intoxicated (DWI)

10/14 - Officer Thompson - [21100 Eva St](#)
10/25 - Officer Thompson - [20600 Eva St.](#)
10/27 - Officer Thompson - FM 1097 @ MLK

Criminal Mischief

10/16 - Officer Aguirre - 900 Pond St.

Fire Investigation

10/19 - Officer Hernandez - [2700 Lone Star Parkway](#)

Montgomery Birthplace of the Texas Flag
TEXAS

CITY OF MONTGOMERY POLICE DEPARTMENT

101 OLD PLANTERSVILLE RD
MONTGOMERY, TX 77316
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CHIEF
JAMES F. NAPOLITANO
UNIT #1600



Recovered Missing Person

10/13 Officer Aguirre - [21100 Eva St.](#)

Citations / Warnings

Lt. Belmares - 1 Citation / 1 Violation / 1 Warning
Officer Hernandez - 46 Citations / 55 Violations / 43 Warnings
Officer Thompson - 20 Citations / 21 Violations / 18 Warnings
Officer Aguirre - 23 Citations / 16 Warning (partial stats on A shift 10/01 - 10/17)

Citations - 90
Violations - 77
Warnings - 78

Arrests

Misdemeanor - 17
Felony - 6

CITY OF MONTGOMERY POLICE DEPARTMENT

101 OLD PLANTERSVILLE RD
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(O): (936) 597-6866

CHIEF
JAMES F. NAPOLITANO
UNIT #1600



SHIFT B

During the month of October, The Montgomery Police Department B Shift Patrol Officers (Lt. Rosario, Officer Aguirre, Officer Bracht, and Officer Riley) generated 35 reports and responded to 88 calls for service. The reports are as follows:

Narcotics -

10/23-Aguirre-20590 Eva
10/27-Aguirre- 15030 Liberty
10/21-Bracht- 149/Sharp
10/15-Aguirre- 12861 FM 149
10/08-Riley-14600 Liberty
10/06-Riley-21600 Eva
10/02-Riley-21100 FM 1097

No DL / FMFR / Towed Vehicle

10/16-Rosario-20000 Eva
10/11-Riley-20200 Eva
10/11-Riley-20800 Eva
10/03-Riley- 15100 Liberty

Warrant Arrest-

10/26-Aguirre-14460 Liberty
10/21-Rosario-20168 Eva
10/03-Riley-13700 Liberty
10/02-Bracht- 21100 Eva

MVA- (Motor Vehicle Accident)

10/31-Bracht-105/Stewart Creek
10/30-Riley-199 Prairie
10/25-Bracht-20100 Eva
10/21-Bracht-20900 Eva
10/16-Bracht-15100 Liberty
10/11-Bracht-19800 Eva
10/06-Riley-20200 Eva

CITY OF MONTGOMERY POLICE DEPARTMENT

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CHIEF
JAMES F. NAPOLITANO
UNIT #1600



10/06-Bracht-21900 Eva
10/06-Bracht-20400 Eva 10/05-Aguirre-20160 Eva

Theft / Forgery/Burglary –

10/12-Bracht-21101 Eva

Welfare Check-

10/30-Rosario-137 Waterstone
10/13-Aguirre-Eva/Liberty (missing person)

DWI-

10/25-Rosario-21100 Eva
10/20-Bracht-18254 Hwy 105
10/17-Aguirre-Liberty/FM 1097 (PI)
10/07-Riley-21100 Eva

Assault/Disturbance –

10/22-Bracht-14340 Liberty
10/01-Aguirre-325 Flagship

Other-

10/16-Aguirre-209 Pond (Criminal Mischief)
10/09-Aguirre-Caroline/Houston (UCW)

Arrests / Charges:

Misdemeanor Charges - 16
Felony Charges - 4

Traffic Enforcement

Citations Issued- 111
Warnings Issued- 153

Rosario – 19 Citations 24 Warnings
Aguirre – 25 Citations 27 Warnings
Bracht – 29 Citations 46 Warnings
Riley – 38 Citations 56 Warnings

Montgomery Birthplace of the Texas Flag
TEXAS

CITY OF MONTGOMERY

POLICE DEPARTMENT

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

CHIEF
JAMES F. NAPOLITANO
UNIT #1600



October 2017

During the Month of October 2017, The Montgomery Police Department C Shift (Sgt. Becky Lehn-Kendall, Warrant Officer T. Bauer and Reserve Officers: J. Lawson, T. Lozano, M. Sigala, L. Evans) had the following activity:

Evidence/Property Room:

57 items (evidence) checked into the property room by Sgt. Kendall
8 Items taken to the DPS crime lab by Sgt. Kendall

Warrants:

Warrants Collected - \$10,381.40

Reserve Officer's Time:

10/03 – National Night Out – Officer Evans (6 hrs) and Officer Sigala (4hrs)
10/23 – Day Shift- Officer Sigala (10 hrs)
10/31 – Day Shift – Officer Lozano (8hrs)

Court Bailiff

10/19 – Officer Bauer (4 hrs)

Council Security

10/10 & 10/24 – Officer Bauer

Municipal Court-Monthly Report

October 2017

11/2/2017
Becky Lehn-Kendall
Court Administrator



Montgomery Municipal Court Monthly Report

October 2017

REVENUE Category	CURRENT	YEAR TO DATE October 1, 2017
<i>Total Cases Filed</i>	190	3245
Deposit – City	\$23,241.18	\$23,241.18
Deposit - State	\$10,713.60	\$10,713.60
Deposit - OMNI	\$146.10	\$146.10
Child Safety Fund	\$25.00	\$25.00
Judicial Efficiency	\$89.18	\$89.18
Court Tech Fund	\$546.61	\$546.61
Court Bldg. Security Fund	\$403.97	\$403.97
Collection Agency	\$2,229.99	\$2,229.99
<i>Total</i>	\$37,395.63	\$37,395.63

Created By: Becky Lehn-Kendall

Court Administrator

November 2, 2017



Comparison Chart

Citations/Warrants/Revenue January 2015 - Present

	Citations Filed			Warrants Collected			Total Revenue Collected		
	2015	2016	2017	2015	2016	2017	2015	2016	2017
<i>Jan</i>	365	470	332	\$2,708.90	\$2,762.37	\$15,052.44	\$44,544.59	\$44,702.82	\$41,830.44
<i>Feb</i>	294	351	233	\$3,362.90	\$10,976.60	\$33,390.71	\$56,555.03	\$67,466.54	\$67,937.61
<i>Mar</i>	421	353	394	\$15,303.54	\$14,732.43	\$26,961.27	\$63,838.40	\$86,201.43	\$62,992.57
<i>April</i>	357	323	268	\$2,106.50	\$5,940.80	\$9,307.00	\$56,577.20	\$59,388.14	\$47,163.40
<i>May</i>	396	229	268	\$3,286.10	\$3,279.10	\$6,801.00	\$48,760.60	\$50,854.90	\$47,225.90
<i>June</i>	440	163	254	\$9,972.20	\$6,336.57	\$14,354.05	\$67,656.40	\$41,238.67	\$37,817.25
<i>July</i>	466	153	240	\$4,858.20	\$4,291.87	\$11,312.27	\$64,193.80	\$42,990.97	\$43,405.62
<i>Aug</i>	421	324	189	\$2,740.40	\$24,756.07	\$10,575.60	\$47,484.40	\$52,923.17	\$31,540.77
<i>Sept</i>	435	212	143	\$6,399.30	\$12,115.60	\$7,654.50	\$61,912.50	\$44,256.40	\$24,281.60
<i>Oct</i>	319	313	190	\$7,550.70	\$13,892.60	\$10,381.40	\$63,688.50	\$44,138.80	\$37,395.63
<i>Nov</i>	339	226		\$8,581.07	\$10,515.20		\$51,170.47	\$55,221.23	
<i>Dec</i>	331	195		\$8,675.20	\$12,163.00		\$53,315.66	\$42,698.95	
Totals	2164	2402	2511	\$75,545.01	\$121,762.21	\$145,790.24	\$679,697.55	\$632,082.02	\$441,590.79

Becky Lehn
 Court Administrator
 11/02/2017

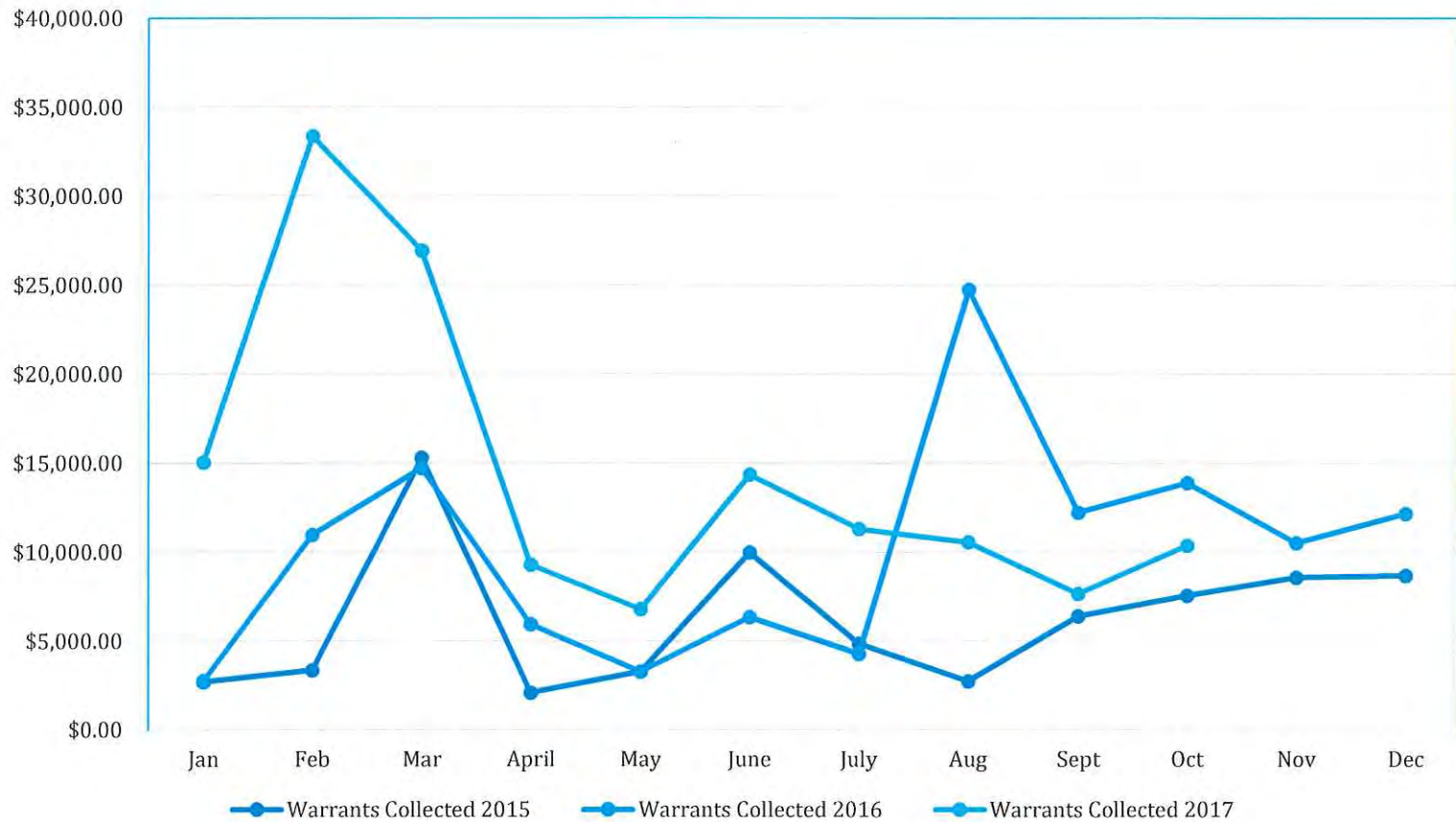
Citations Filed Yearly Comparison

2015-2017



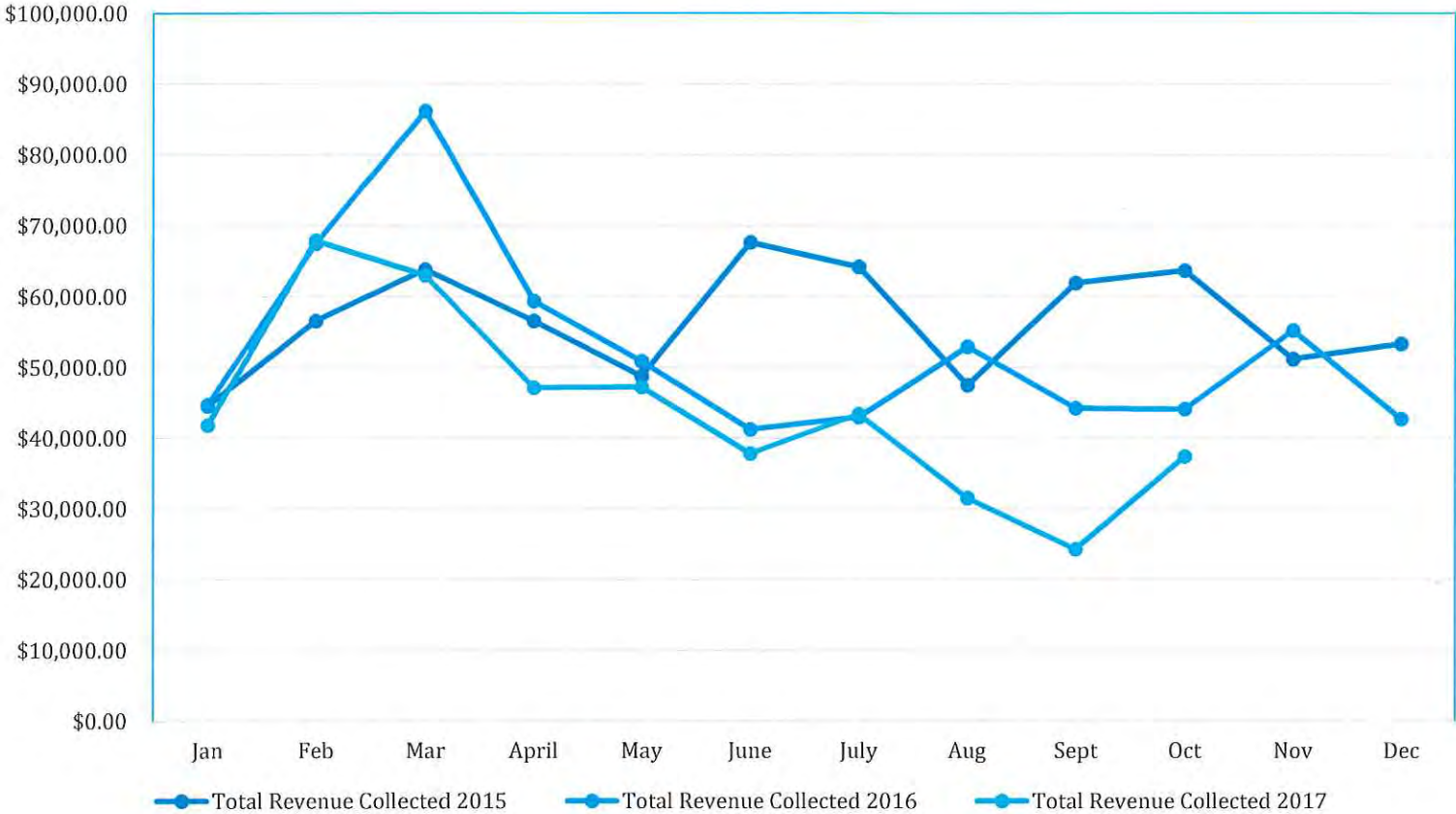
Warrants Collected Yearly Comparison

2015-2017



Total Revenue Collected Yearly Comparison

2015-2017



UTILITY REPORTS – OCT 2016-SEPT 2017

YEARLY REPORT

Utilities	\$1,305,107.79
Permits	\$174,757.22
Community Building	\$6,270.00

TOTAL REVENUE

UTILITIES

New Water Accts.	161
Disconnected Water Accts.	94
Total Number of Active Accts.	613

PERMITS

Type	Permit Total	Revenue
Building - Residential	62	\$53,663.18
Building - Commercial	38	\$74,046.63

Photography	5	\$1,250.00
Pool	3	\$1,658.00
Golf Cart	4	\$100.00
Misc.	11	\$732.10
Electrical	93	\$15,228.25
Mechanical	47	\$7,675.56
Plumbing	112	\$17,403.50
Sign	53	\$3,000.00
Total:	427	\$174,757.22

COMMUNITY BUILDING – YEARLY

Type of Rental	Number of Bookings	Revenue
Profit	7	\$6,270.00
Non - Profit	0	\$0.00

UTILITY REPORTS - NOVEMBER 2017

TOTAL REVENUE

Utilities	\$ 124,425.48
Permits	\$14,345.00
Community Building	\$1,075.00

UTILITIES

New Water Accts.	17
Disconnected Water Accts.	15
Total Number of Active Accts.	620

PERMIT

Type	Permit Total	Revenue
Building - Residential	6	\$4,757.00
Building - Commercial	3	\$3,989.00

Type	Permit Total	Revenue
Golf Cart	1	\$25.00
Photography	1	\$250.00
Manufactured Home	1	\$100.00
Electrical	15	\$2,716.00
Mechanical	9	\$1,148.00
Plumbing	6	\$1,060.00
Sign	6	\$300.00
Total:	48	\$14,345.00

COMMUNITY BUILDING – NOVEMBER

Type of Rental	Number of Bookings	Revenue
Profit	4	\$1,075.00
Non - Profit	0	\$0.00

CITY ACCOUNT CONSUMPTION

Account Location	September	October	November
Community Building – Irrigation (01-8732-00)	14	19	21
Community Building (01-0130-00)	1	1	2
City Cemetery (01-1110-00)	0	0	0
City Welcome Sign Irrigation at HWY 105 & Prairie – Rose Garden (01-8733-00)	1	0	1
North Liberty Sewer Plant			
Cedar Break Park Irrigation (01-8736-00)	3	5	5
Cedar Break Park Restrooms (01-8735-00)	2	2	1
Fernland (01-8737-00)	3	6	5
Memory Park (01-5885-00)	186	150	116
Community Building Stage Irrigation – Rose Garden (01-6180-00)	0	0	0
City Hall & Irrigation (01-6190-00)	34	31	36
Homecoming Park Restrooms (01-8820-00)	2	9	1
Homecoming Park Drinking Ftn. (01-8738-00)	0	0	0
Buffalo Springs Sewer Plant (01-8821-00)	1	1	2

UTILITY REPORTS - OCTOBER 2017

TOTAL REVENUE

Utilities	\$ 139,396.47
Permits	\$16,343.20
Community Building	\$1,160.00

UTILITIES

New Water Accts.	24
Disconnected Water Accts.	17
Total Number of Active Accts.	617

PERMITS

Type	Permit Total	Revenue
Building - Residential	5	\$5,552.00
Building - Commercial	7	\$4,965.00

Type	Permit Total	Revenue
Golf Cart	0	\$0
Firearm discharge	1	\$25.00
Electrical	13	\$2,247.00
Mechanical	11	\$1,606.00
Plumbing	8	\$1,573.20
Sign	8	\$375.00
Total:	53	\$16,268.20

COMMUNITY BUILDING – JULY

Type of Rental	Number of Bookings	Revenue
Profit	6	\$1,160.00
Non - Profit	0	\$0.00

CITY ACCOUNT CONSUMPTION

Account Location	August	September	October
Community Building – Irrigation (01-8732-00)	20	14	19
Community Building (01-0130-00)	1	1	1
City Cemetery (01-1110-00)	0	0	0
City Welcome Sign Irrigation at HWY 105 & Prairie – Rose Garden (01-8733-00)	0	1	0
North Liberty Sewer Plant			
Cedar Break Park Irrigation (01-8736-00)	6	3	5
Cedar Break Park Restrooms (01-8735-00)	2	2	2
Fernland (01-8737-00)	6	3	6
Memory Park (01-5885-00)	224	186	150
Community Building Stage Irrigation – Rose Garden (01-6180-00)	0	0	0
City Hall & Irrigation (01-6190-00)	58	34	31
Homecoming Park Restrooms (01-8820-00)	1	2	9
Homecoming Park Drinking Ftn. (01-8738-00)	0	0	0
Buffalo Springs Sewer Plant (01-8821-00)	1	1	1



City of Montgomery

Operations Report

November 2017

10/18/17-11/17/17

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 of 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", with a stylized flourish at the end.

Senior Area Manager
Gulf Utility Service

SUMMARY OF OPERATIONS

District Alerts

10/25/2017 – A/D Callout

Lift Station # 2 had a call out. Operator arrived and saw pump#1 was tripped. It was reset and also assessed pump 2 & 3.

10/29/2017 – A/D Callout

Call out for LS2, alarm went off and tripped. Called NTS to pull and deragged. NTS fixed the issue and everything is back to normal.

10/31/2017 – A/D Callout

High level wet well; the high water was caused by heavy rain. Pumps were checked, everything running back to normal again.

11/01/2017 – Lift Station Issue

Problem with level alarm. Floats were pulled and cleaned.

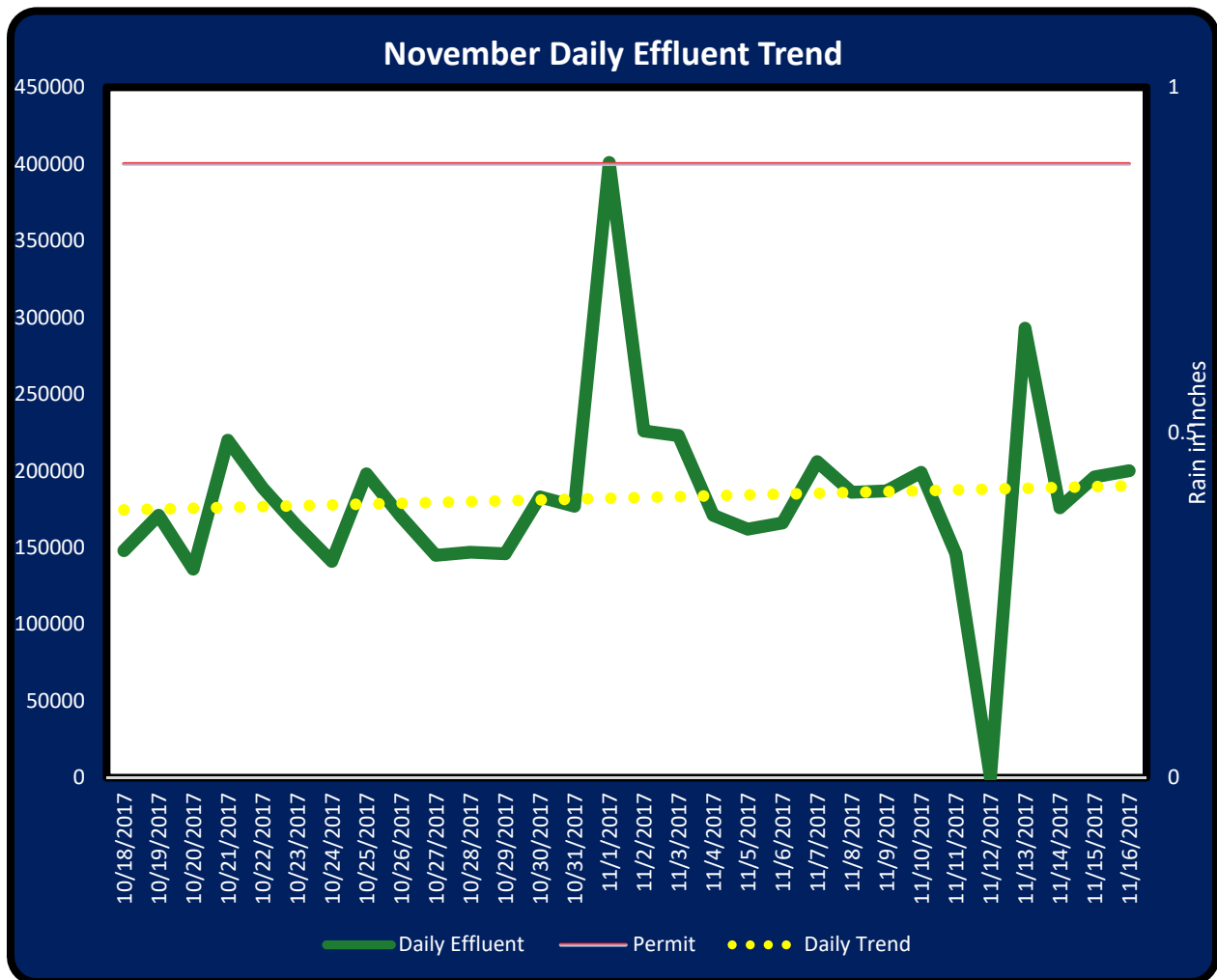
11/13/2017 – Sewer Backup

Sewer was backed up in Plantersville. Crews cleared the line out.

11/15/2017 – WWTP Issue

Blower #3 was not running. NTS made repairs. Call about water running out of bleach room, found a crack at Y strainer and ball valve. Replaced with straight line until maintenance can complete the work.

OPERATIONS DETAIL



- Flow for the month of October - November was 5,473,000 gallons
- Daily peak flow November 1, 2017 was 401,000 gallons
 - 48% of permitted value
- Average Daily Flow 182,000 gallons
 - 45% of permitted value

The current permit expires 06/01/2022


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

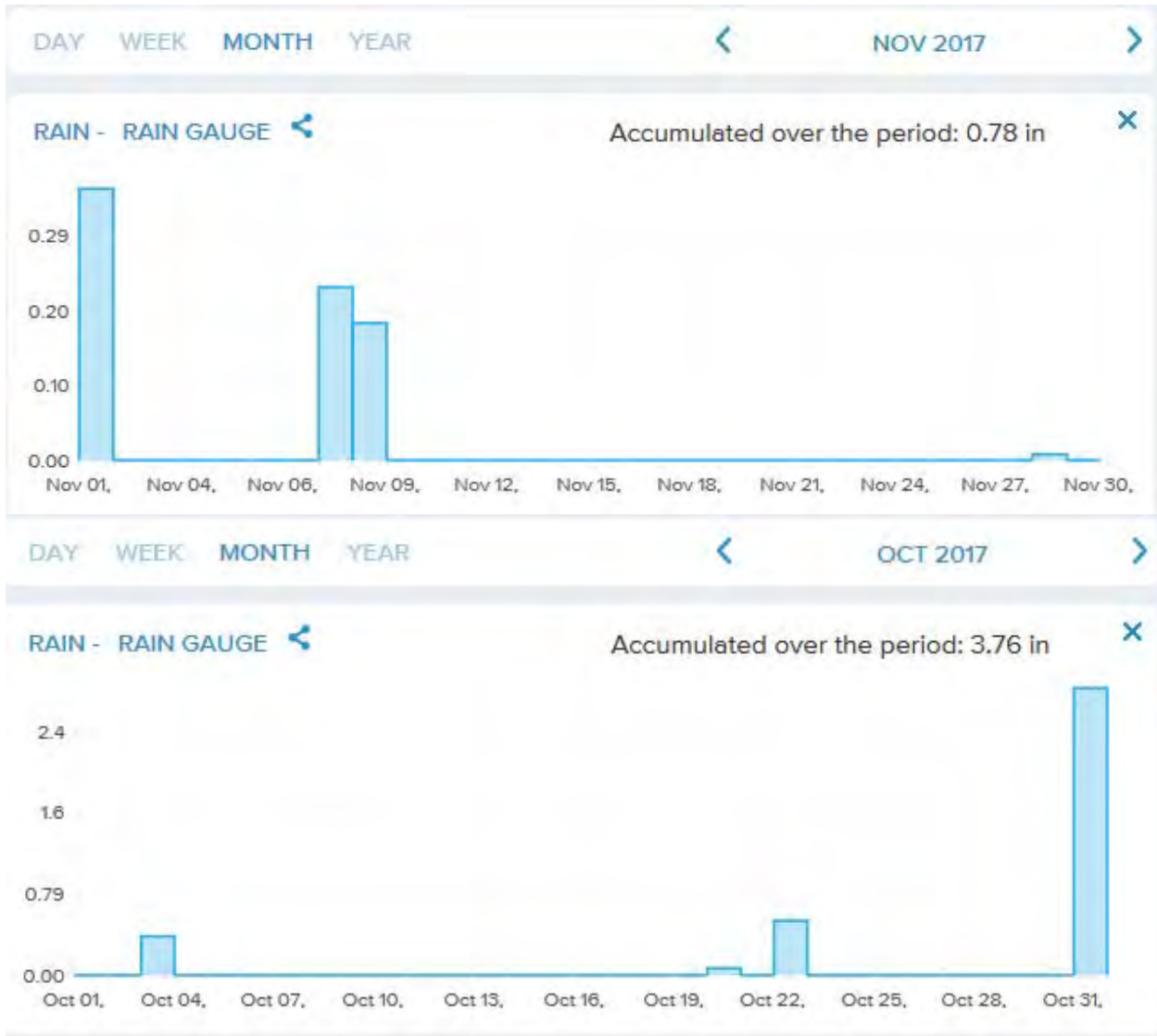
Effluent

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	MGD	6.40	no
Average Monthly NH3	2	mg/l	2.59	no
Minimal CL2 Residual	1	mg/l	1.05	no
Max CL2 Residual	4	mg/l	3.93	no
Rainfall for the Month		4.15	inches	

There were no excursions for the month of November



Water Report

10/18/2017-11/17/2017

2017							
Well Name	Recorded Flow	% of Total	Rating G/Day	YTD Pumpage	YTD %	Permitted Value	Remaining Permit %
Well 2	0.718	7.41%	0.864	16.513	16.81%	47.551	7.21%
Well 3	0.283	2.92%	0.864	27.611	28.10%	47.551	7.21%
Well 4	8.687	89.67%	2.160	54.134	55.09%	75.100	27.92%

Total	9.688	100.00%	3.888	98.258	100%	122.651
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Accountability	
Total Water Sourced	9.688
Flushing	0.306
Subtotal	9.382
Sold	7.767
Accountability %	83%

Well Motor Run Times

Well Name	Total Hrs	% Total	Peak Day
2	24.3	17.46%	11/16/2017
3	7.9	5.68%	10/19/2017
4	107	76.87%	10/26/2017
Total	139.2	100%	

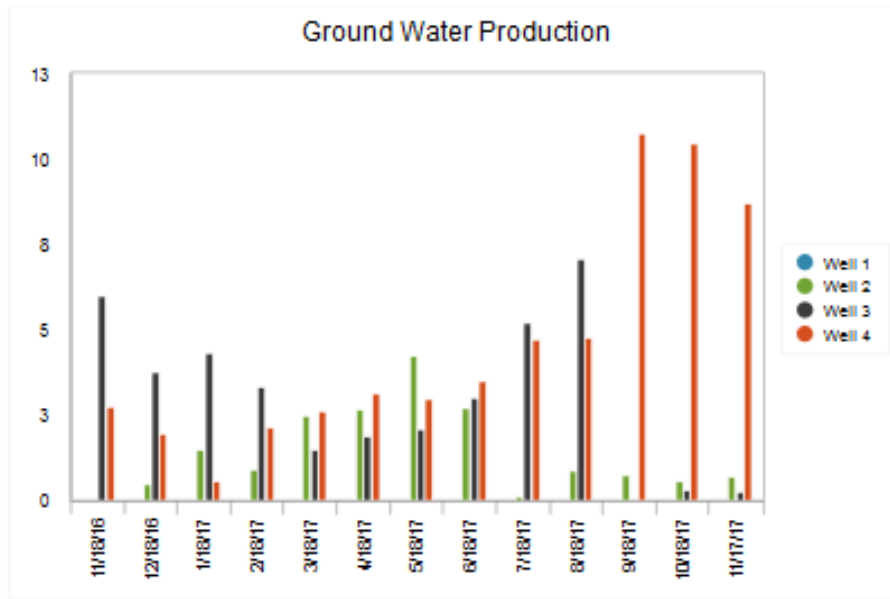
WATER PRODUCTION

Connections	
School	9
Commercial Inside	133
Commercial Outside	1
Residential Inside	508
Residential Outside	26
Church	12
City	14
Hydrant	8
Multifamily	8

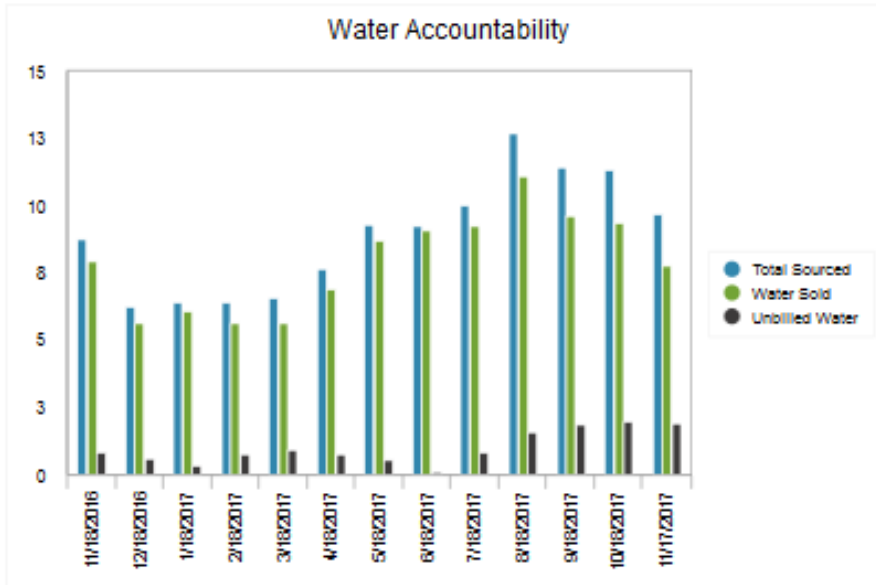
*Gulf Utility Services Operations Report
November 30, 2017*

Total	720
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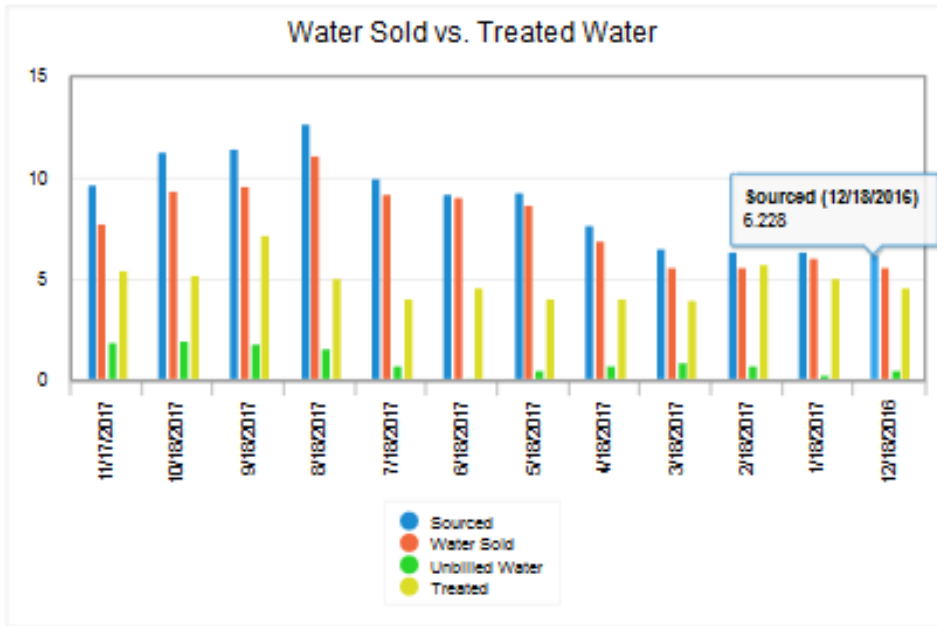
Gulf Utility Services Operations Report
November 30, 2017



DATE ▼	TOTAL	WELL 1	WELL 2	WELL 3	WELL 4
AVG	8.710	0.000	0.762	2.665	5.283
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
5/18/17	9.286	0.000	4.220	2.080	2.986
4/18/17	7.686	0.000	2.665	1.865	3.156
3/18/17	6.571	0.000	2.489	1.465	2.617
2/18/17	6.418	0.000	0.916	3.340	2.162
1/18/17	6.407	0.000	1.476	4.341	0.590
12/18/16	6.228	0.000	0.486	3.769	1.973
11/18/16	8.770	0.000	0.020	5.976	2.774
TOTAL	296.144	0.000	25.922	90.617	179.605



DATE ▼	TOTAL SOURCED	WATER SOLD	UNBILLED WATER	FLUSHING/LEAKS	UNACCOUNTED	ACCTBLTY
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%
5/18/17	9.286	8.721	0.565	0.250	0.315	97%
4/18/17	7.686	6.910	0.776	0.467	0.309	96%
3/18/17	6.571	5.626	0.945	0.910	0.035	99%
2/18/17	6.418	5.626	0.792	0.421	0.371	94%
1/18/17	6.407	6.064	0.343	0.160	0.183	97%
12/18/16	6.228	5.653	0.575	0.433	0.142	98%
11/18/16	8.770	7.930	0.840	0.411	0.429	95%



DATE ▼	SOURCED	WATER SOLD	UNBILLED WATER	TREATED WATER	RETURN %	RAIN
11/17/17	9.688	7.767	1.921	5.473	70%	4.150
10/18/17	11.337	9.368	1.969	5.204	56%	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
6/18/17	9.226	9.105	0.121	4.591	50%	2.990
5/18/17	9.286	8.721	0.565	4.058	47%	6.240
4/18/17	7.686	6.910	0.776	4.115	60%	4.780
3/18/17	6.571	5.626	0.945	4.022	71%	1.420
2/18/17	6.418	5.626	0.792	5.736	102%	3.900
1/18/17	6.407	6.064	0.343	5.04	83%	4.540
12/18/16	6.228	5.653	0.575	4.601	81%	5.800

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



City of Montgomery

Operations Report

October 2017

09/18/17-10/18/17

TAP

INTO

TECHNOLOGY

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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.

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Michael Williams

Senior Area Manager
Gulf Utility Service

SUMMARY OF OPERATIONS

District Alerts

9/19/2017 -Water plant issue, WP3

Well #3 was found to not have any gallons registering whereas it has runtime on the motors elapsed time meter. The meter on well 3 was found to be non-operational and has since been replaced.

9/28/2017 -A/D call out, LS2

Operator called out for VFD failure, after being reset the VFD's tripped back out, the pumps were pulled and cleaned fixing the issue.

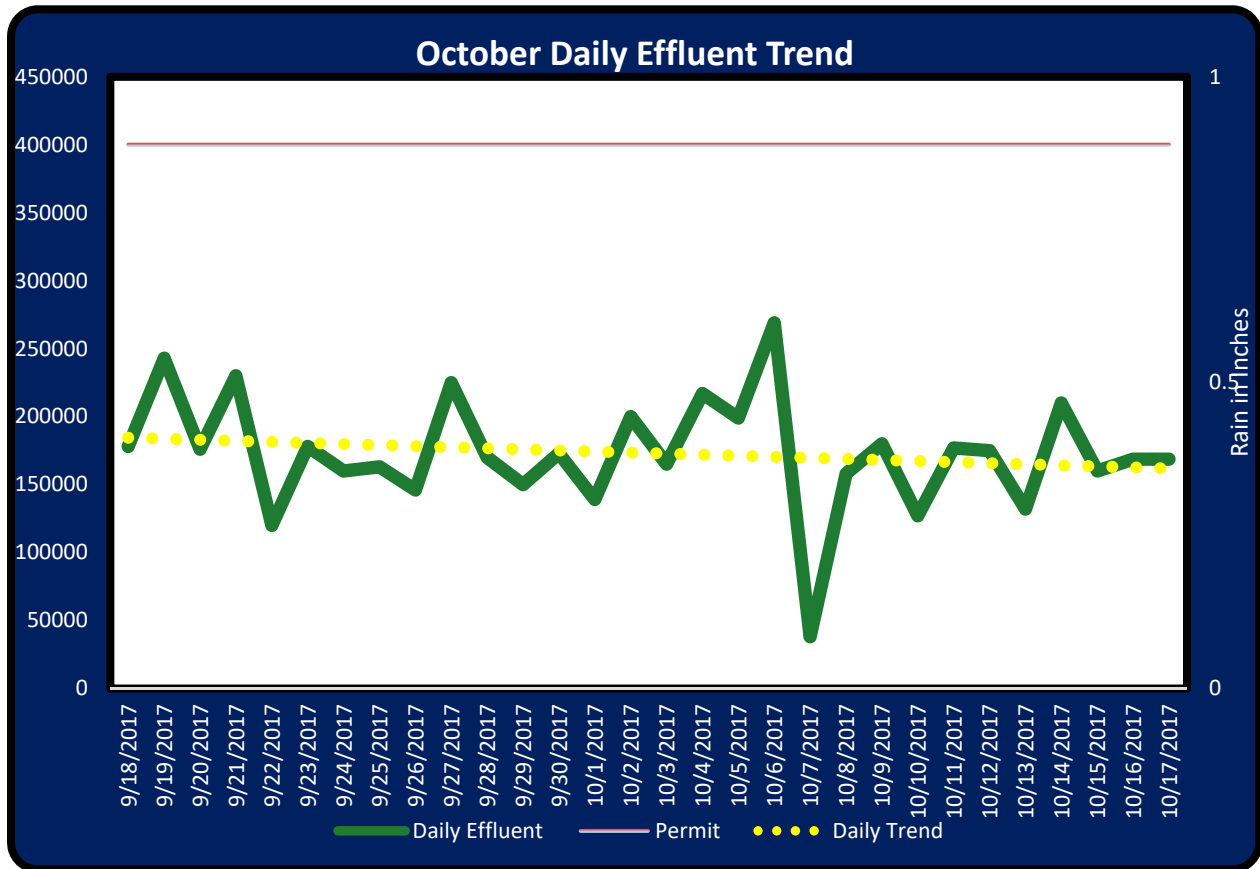
10/08/2017 -A/D call out, LS2

Operator called out for VFD failure. VFD's were reset and station monitored all systems now functioning normally.

10/09/2017 -Lift station issue, LS7

Operator found high run hours during normal check in. The issue was found on the controller which has since been replaced.

OPERATIONS DETAIL



- Flow for the month of September - October was 5,204,000 gallons
- Daily peak flow October 6, 2017 was 269,000 gallons
 - 67% of permitted value
- Average Daily Flow 156,000 gallons
 - 39% of permitted value

The current permit expires 06/01/2022

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

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	MGD	8.70	no
Average Monthly NH3	2	mg/l	1.35	no
Minimal CL2 Residual	1	mg/l	1.05	no
Max CL2 Residual	4	mg/l	3.80	no
Rainfall for the Month		2.75	inches	

Water Report

2017							
Well Name	Recorded Flow	% of Total	Rating G/Day	YTD Pumpage	YTD %	Permitted Value	Remaining Permit %
Well 2	0.581	5.12%	0.864	15.795	17.83%	47.551	9.31%
Well 3	0.297	2.62%	0.864	27.328	30.85%	47.551	9.31%
Well 4	10.459	92.26%	2.160	45.447	51.31%	75.100	39.48%
Total	11.337	100.00%	3.888	88.570	100%	122.651	

Accountability	
Total Water Sourced	11.337
Flushing	0.690
Subtotal	10.647
Sold	9.368
Accountability %	89%

Measured by netatmo.com

OCT 2017

RAIN - RAIN GAUGE

Accumulated over the period: 3.76 in



Measured by netatmo.com

SEP 2017

RAIN - RAIN GAUGE

Accumulated over the period: 1.41 in



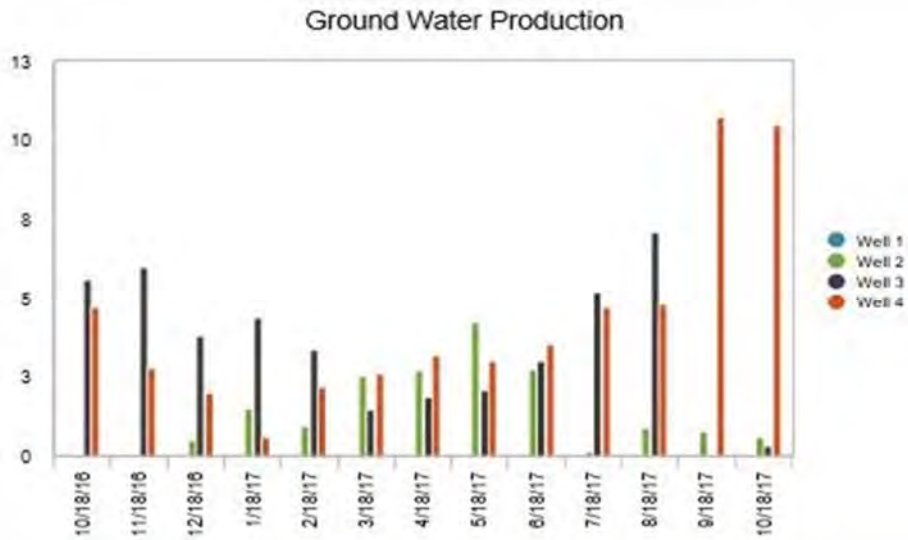
Well Motor Run Times

09/18/17-10/17/2017

Well Name	Total Hrs	% Total	Peak Day
2	18.3	11.71%	10/4/2017
3	8.6	5.50%	10/11/2017
4	129.4	82.79%	9/26/2017
Total	156.3	100%	

Water Production

CONNECTIONS	
School	9
Commercial Inside	131
Commercial Outside	1
Residential Inside	506
Residential Outside	26
Church	12
City	14
Hydrant	8
Multifamily	8
Total	715



DATE ▼	TOTAL	WELL 1	WELL 2	WELL 3	WELL 4
AVG	8.680	0.000	0.764	2.737	5.179
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
5/18/17	9.286	0.000	4.220	2.080	2.986
4/18/17	7.686	0.000	2.665	1.865	3.156
3/18/17	6.571	0.000	2.489	1.465	2.617
2/18/17	6.418	0.000	0.916	3.340	2.162
1/18/17	6.407	0.000	1.476	4.341	0.590
12/18/16	6.228	0.000	0.486	3.769	1.973
11/18/16	8.770	0.000	0.020	5.976	2.774
10/18/16	10.342	0.000	0.036	5.576	4.730
TOTAL	286.456	0.000	25.204	90.334	170.918

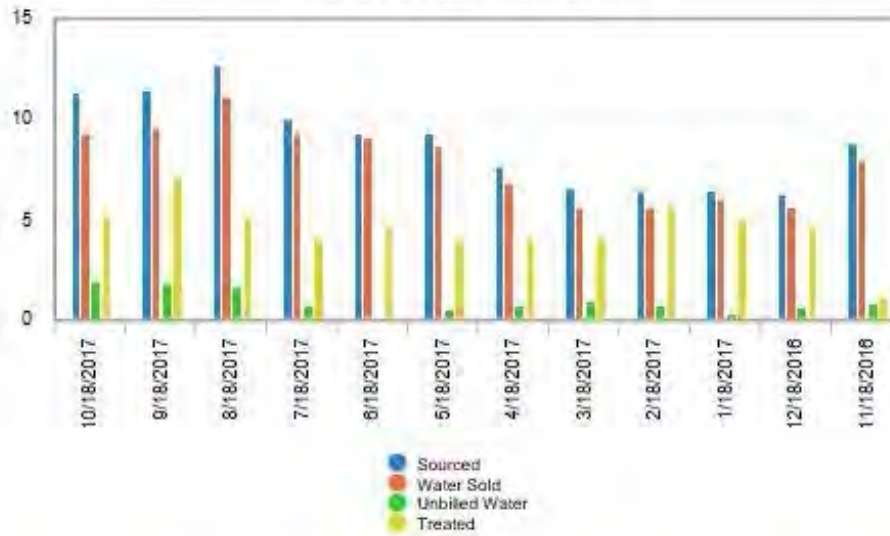
This data is available on our website. <http://www.gulfutility.net/commercial-accounts/>



DATE ▼	TOTAL SOURCED	WATER SOLD	UNBILLED WATER	FLUSHING/LEAKS	UNACCOUNTED	ACCTBLTY
10/18/17	11.337	9.368	1.888	0.690	1.279	89%
9/18/17	11.483	9.628	1.835	1.569	-0.286	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%
5/18/17	9.285	8.721	0.565	0.250	0.315	97%
4/18/17	7.686	6.910	0.776	0.467	0.309	96%
3/18/17	6.571	5.626	0.945	0.910	0.035	99%
2/18/17	6.418	5.626	0.792	0.421	0.371	94%
1/18/17	8.407	6.064	0.343	0.160	0.183	97%
12/18/16	8.228	5.653	0.575	0.433	0.142	98%
11/18/16	8.770	7.930	0.840	0.411	0.429	95%
10/18/16	10.342	9.541	0.801	0.295	0.506	85%

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

Water Sold vs. Treated Water



DATE ▼	SOURCED	WATER SOLD	UNBILLED WATER	TREATED WATER	RETURN %	RAIN
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	48%	14.180
7/18/17	10.038	9.235	0.801	4.092	44%	6.370
6/18/17	9.228	9.105	0.121	4.591	50%	2.990
5/18/17	9.288	8.721	0.565	4.058	47%	6.240
4/18/17	7.688	6.910	0.778	4.115	60%	4.780
3/18/17	6.571	5.828	0.845	4.022	71%	1.420
2/18/17	6.418	5.628	0.792	5.736	102%	3.900
1/18/17	6.407	6.064	0.343	5.04	83%	4.540
12/18/16	6.228	5.653	0.575	4.601	81%	5.800
11/18/16	8.770	7.930	0.840	1.184	15%	5.390

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



December 8, 2017

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

Re: Engineering Report
Council Meeting: December 12, 2017
City of Montgomery

Dear Mayor and Council:

The following information summarizes our activities on your behalf since the October 24, 2017 Council Meeting:

Status of Previously Authorized Projects:

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

a) Joint Mobility Study

We have addressed all comments received from the City and Montgomery County Precinct 1 & 2, including completing the additional traffic count during the school rush hour at the FM 149 and SH-105 intersection. We will distribute copies of the final report at the December 12th meeting of the City Council. The final report will be presented to the Planning and Zoning Commission on January 22nd for approval and then to City Council on January 23rd for approval and adoption.

b) Buffalo Springs Drive Bridge Repair (FEMA)

We are continuing to work with FEMA to obtain all clearance to proceed with construction. The contracts have been prepared and will be ready for execution by the City upon receipt of a final FEMA approval. We expect construction to begin in January 2018 and anticipate construction completion in June 2018.

c) Houston Street Rehabilitation

The contractor has returned the completed contracts to the City. Upon receipt of payment from the Developer for his percent share of the construction cost, contracts will be fully executed by the City and we will issue a Notice to Proceed.



Status of Previously Authorized Projects (cont.):

d) FM 149 Sanitary Sewer Cleaning and Televising

The contractor has substantially completed the field work and is in the process of submitting acceptable copies of the required videos and reports for our review. Upon receipt and review of the remainder of the videos and inspection reports, we will provide a summary and cost estimate of the recommended repairs to City Council. We are continuing to work with City Staff, Gulf Utilities, and the contractor to determine how the damages occurred at Lift Station Nos. 2 and 3 and who is responsible for the repair costs.

e) 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.

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

We have distributed construction contracts to the contractor for execution and await receipt of executed copies. Upon receipt, we will deliver the contracts to the City for final execution and issue a Notice to Proceed.

g) 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 January 2018 and receive plan approval in March 2018.

h) 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 in February 2018 and receive all plan approvals in April 2018. We expect construction to begin in June 2018.

i) 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 plan to begin design of the project once an agreement is reached with the neighboring property owner regarding the relocation of the lift station, the construction of a gravity sanitary sewer line, and acquisition of additional property for the City’s Stewart Creek Wastewater Treatment Plant. Upon reaching a decision it will take approximately 6 months to complete the design and receive approvals.

j) 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 the year and receive plan approval in February 2018. We expect construction to begin in April 2018.

Status of Previously Authorized Projects (cont.):**k) 18" Gravity Sanitary Sewer Extension**

We plan to begin design of the project once an agreement is reached with the neighboring property owner regarding the relocation of the lift station, the construction of a gravity sanitary sewer line, and acquisition of additional property for the City's Stewart Creek Wastewater Treatment Plant. Subject to execution of the development agreement between the developer and the City and the developer makes the required deposit, we expect to complete the design in April 2018 and receive all approvals in May 2018. We expect construction to begin in August 2018.

l) Baja Road (CDBG)

We are continuing to coordinate with GrantWorks and the Texas Department of Agriculture to determine the project requirements before design can begin. We are currently awaiting receipt of the grant agreement with the US Department of Housing and Urban Development (HUD).

m) GLO Projects

We submitted the selected projects to be included in the grant application to GrantWorks on November 27th. The projects submitted include the remaining estimated portion of the Buffalo Springs Drive Bridge; water, 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 GrantWorks will be completing an income survey in the area affected by each project to determine if the residences meet the Low to Moderate Income (LMI) requirements. It is also our understanding funding for these projects will not be available until May 2018.

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

- i. **80-Acre First Hartford (Mabry) Single Family Tract** – We completed the Utility and Economic Feasibility Study for the 80-acre First Hartford (Mabry) single-family tract located on FM 1097 within the City ETJ and adjacent to the eastern City Limits. Enclosed is a report of our findings for your review.

Agenda Item – Presentation of Utility and Economic Feasibility Study for the 80-Acre First Hartford (Mabry) Single Family Tract.

- ii. **Westmont Square** – As a reminder, at the August 22nd meeting of the City Council, we were authorized to proceed with preparation of a Utility and Economic Feasibility Study for the Westmont Square property along FM 149. The developer has not deposited funds with the City to begin the study. This study will be completed within 45-60 days of receipt of funding.



Feasibility Studies (cont.):

- iii. **Ark Machine** – As a reminder, at the August 22nd meeting of the City Council, we were authorized to proceed with preparation of a Utility and Economic Feasibility Study for the Ark Machine Shop located on Plez Morgan Drive. The developer has not deposited funds with the City to begin the study. This study will be completed within 45-60 days of receipt of funding.
- iv. **1.6-Acre Walker Montgomery (Baja Road) Single Family Tract** – As a reminder, at the November 14th meeting of the City Council, we were authorized to proceed with preparation of a Utility and Economic Feasibility Study for the 1.6-Acre Walker Montgomery (Baja Road) Single Family Tract. We expect to present our findings at the January 9th meeting of the City Council.

b) Plan Reviews

- i. **Montgomery First (KenRoc)** – We received revised plans on November 6th and returned plan approval on November 13th.
- ii. **Living Savior Lutheran Church** – We did not receive revised plans this month.
- iii. **BlueWave Express Car Wash** – We did not receive revised plans this month.
- iv. **Dusty's Car Wash** - We received revised plans on December 1st and expect to complete our review this week.
- v. **Burger King** – We returned our comments to the plans on October 31st and await receipt of revised plans.
- vi. **Apache Machine Shop** – We received revised plans and returned plan approval on November 14th.
- vii. **Emma's Way Extension** – As a reminder, the plans were conditionally approved at the September 26th meeting of the City Council. All comments have been addressed and we returned plan approval on November 8th.

c) Plat Reviews

- i. **The Shoppes at Montgomery** – The preliminary plat was conditionally approved by the Planning and Zoning Commission at their September 25th meeting, subject to all comments being addressed and submission of a tree preservation plan. We are continuing to coordinate with the developer to address all comments.
- ii. **Mitchell Corner Replat** – We received the replat on November 13th and returned comments on November 16th.

d) Ongoing Construction

- i. **West Side at the Park** – We provided comments to the as-built drawings and requested additional information on May 3rd. Once all comments and punch list items are addressed we will recommend the City accept the infrastructure.
- ii. **Villas of Mia Lago, Section 2** – It is our understanding the contractor is nearing completion of construction of water and sanitary utilities, and will begin paving Minero Lane following completion.

Meetings and Ongoing Activities:

- a) **Lone Star Bend Extension and Bois D' Arc Bend Rehabilitation** – It is our understanding construction of Lone Star Bend is underway. It is also our understanding the contractor has substantially completed construction of Bois D' Arc Bend.
- b) **Lone Star Parkway (East) Improvements** – It is our understanding construction is complete and the road is open to normal traffic.
- c) **Lone Star Parkway Transportation Improvement Plan (TIP)** - It has come to our attention that the road may qualify for the H-GAC Transportation Improvement Plan to improve the road such that it can be accepted as a TxDOT road. We request authorization to proceed with the pursuit of the addition of Lone Star Parkway to the H-GAC Transportation Improvement Plan.

Agenda Item – Consideration and possible action regarding authorizing Jones|Carter to pursue the addition of Lone Star Parkway to the H-GAC Transportation Improvement Plan.

- d) **Plez Morgan Drive Repair and Resurfacing** – As a reminder, the project information has been submitted to FEMA for approval for funding.
- e) **TxDOT FM 149 Widening** – We attended our recurring monthly meeting with TxDOT on November 15th with the City Administrator and the Mayor to continue the discussion of proposed parking changes along FM 149. We are also working with TxDOT to enter into an Advance Funding Agreement (AFA) to incorporate the City's required utility relocation needs with TxDOT's project.
- f) **Terra Vista Aerial Water and Sanitary Sewer Crossing** – We met with FEMA representatives on December 1st to discuss potential government assistance with the required repairs.

- g) 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 replacement of the hydropneumatic tank probe at Water Plant No. 3, coordination with MagnaFlow regarding the FM 149 Cleaning and Televising project, and creation of a standard lift station specification for all future repairs and new construction.

Please contact Ed Shackelford or me if you have any questions.

Sincerely,

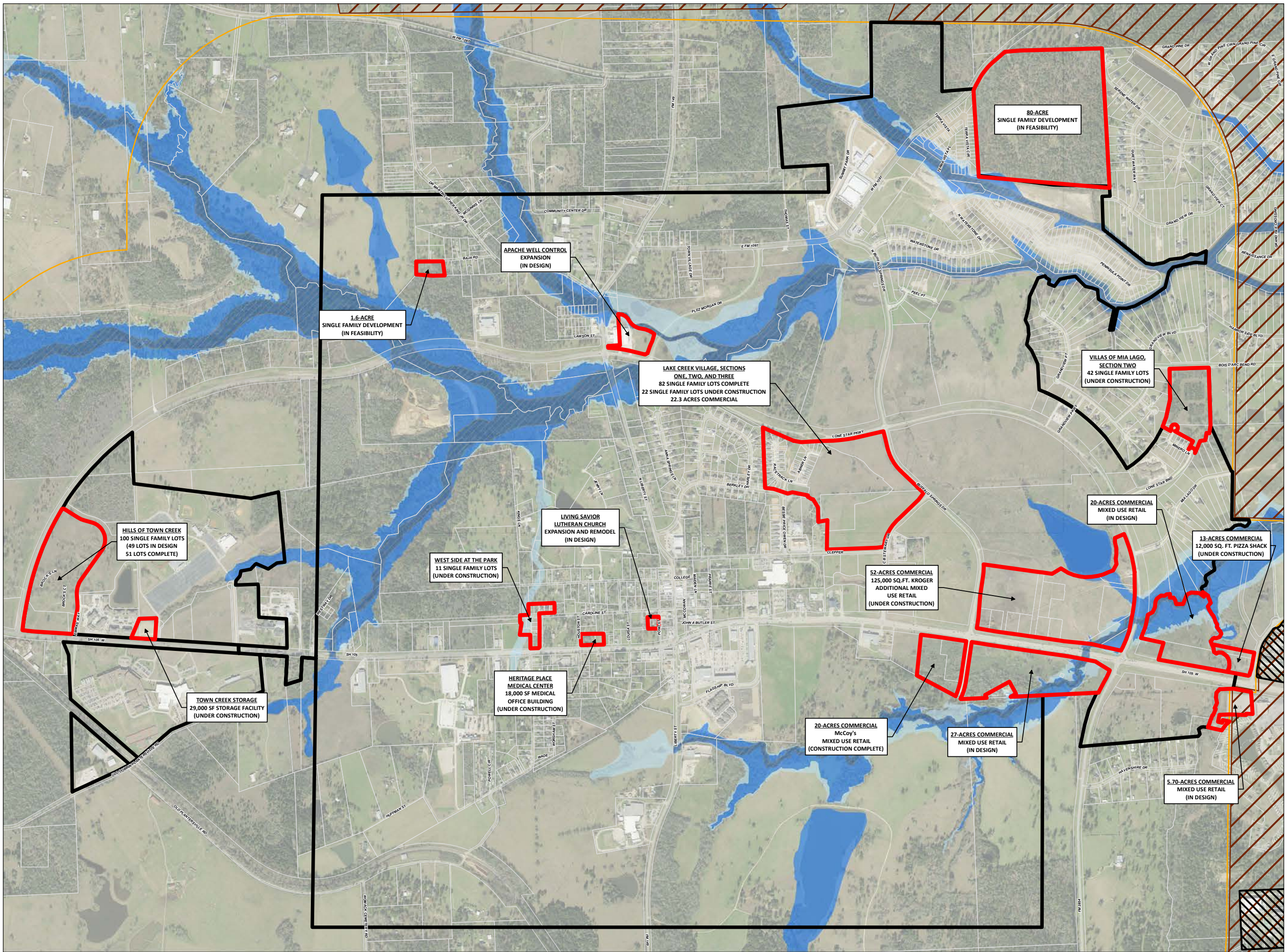


Chris Roznovsky, PE
Engineer for the City

CVR/ehs:kmv

Enclosures: Project Master Schedule
Active Developments Map
Active Capital Projects Map

cc/enc.: 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



VICINITY MAP
Scale: 1 inch equals 10 miles

LEGEND

- Active Developments
- City Limits
- Stanley Lake MUD
- City ETJ
- City of Conroe ETJ
- MCAD Parcels
- Floodway
- 100-year
- 500-year

*Aerial Imagery flown January 2016



ACTIVE DEVELOPMENTS
(NOVEMBER 2017)

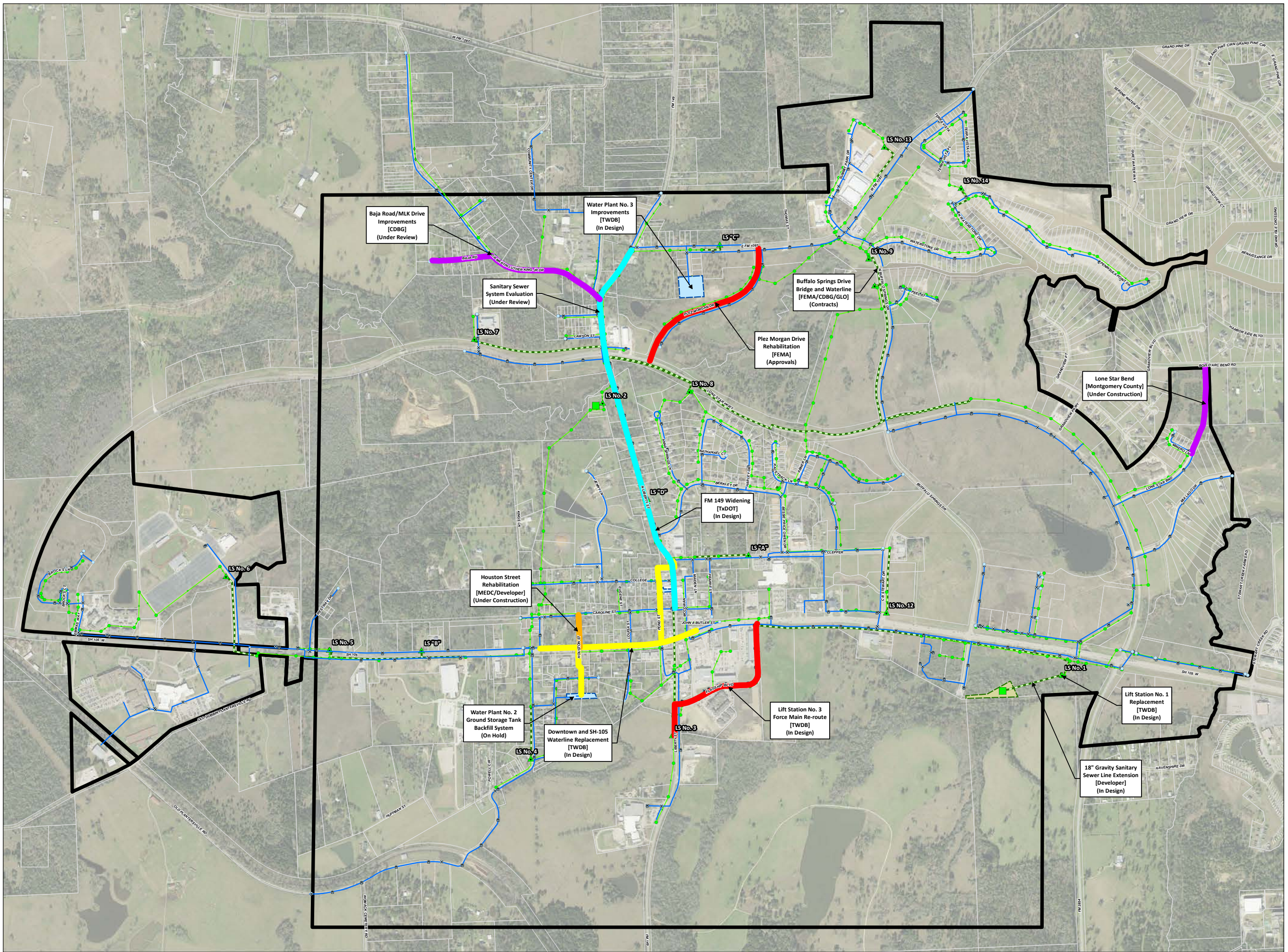


DISCLAIMER
This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political 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

- 80-ACRE SINGLE FAMILY DEVELOPMENT (IN FEASIBILITY)**
- 1.6-ACRE SINGLE FAMILY DEVELOPMENT (IN FEASIBILITY)**
- APACHE WELL CONTROL EXPANSION (IN DESIGN)**
- LAKE CREEK VILLAGE, SECTIONS ONE, TWO, AND THREE**
82 SINGLE FAMILY LOTS COMPLETE
22 SINGLE FAMILY LOTS UNDER CONSTRUCTION
22.3 ACRES COMMERCIAL
- VILLAS OF MIA LAGO, SECTION TWO**
42 SINGLE FAMILY LOTS (UNDER CONSTRUCTION)
- 20-ACRES COMMERCIAL MIXED USE RETAIL (IN DESIGN)**
- 13-ACRES COMMERCIAL**
12,000 SQ. FT. PIZZA SHACK (UNDER CONSTRUCTION)
- 52-ACRES COMMERCIAL**
125,000 SQ. FT. KROGER
ADDITIONAL MIXED USE RETAIL (UNDER CONSTRUCTION)
- 20-ACRES COMMERCIAL**
McCoy's MIXED USE RETAIL (CONSTRUCTION COMPLETE)
- 27-ACRES COMMERCIAL**
MIXED USE RETAIL (IN DESIGN)
- 5.70-ACRES COMMERCIAL**
MIXED USE RETAIL (IN DESIGN)
- HILLS OF TOWN CREEK**
100 SINGLE FAMILY LOTS (49 LOTS IN DESIGN
51 LOTS COMPLETE)
- TOWN CREEK STORAGE**
29,000 SF STORAGE FACILITY (UNDER CONSTRUCTION)
- WEST SIDE AT THE PARK**
11 SINGLE FAMILY LOTS (UNDER CONSTRUCTION)
- LIVING SAVIOR LUTHERAN CHURCH**
EXPANSION AND REMODEL (IN DESIGN)
- HERITAGE PLACE MEDICAL CENTER**
18,000 SF MEDICAL OFFICE BUILDING (UNDER CONSTRUCTION)



VICINITY MAP
Scale: 1 inch equals 10 miles

LEGEND

- Blowoff/Plug
- Flush Valve
- * Main Valve
- ◁ Reducer
- Waterline
- ▭ WP Boundary
- ◆ Cleanout
- Manhole
- ▲ Lift Station
- WWTP
- Force Main
- Abd Force Main
- Gravity Main
- ▭ LS/WWTP Boundary
- ▭ City Limits
- ▭ MCAD Parcels

**[Funding Source]
(Project Status)**

*Aerial Imagery flown January 2016



**ACTIVE CAPITAL
PROJECTS
(NOVEMBER 2017)**



1 inch equals 600 feet

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

ITEM #7
Montgomery City Council
AGENDA REPORT

Meeting Date: December 12, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Opinion of City Attorney as to ability of city to borrow as proposed, RFP responses- quote sheet, Documents creating the “draw” borrowing instrument
Date Prepared: December 8, 2017	

Subject

This is to approve the documents necessary for the city to borrow funds while awaiting state Department of Emergency Management funds and CDBG – DR grant funds.

Description

This is to complete the process of completing documents for an interim loan to be used for funding of the Buffalo Springs Bridge. The basic insane intent is to borrow funds for 30 to 45 day. While waiting to receive state funds, which we think will be an approximate 30 to 45 days of time between the request versus receiving the funds. At your September 12th meeting I was directed to go out for quotes on the interest rate and terms of the borrowing. The motion at the September 12 meeting was “to authorize the City Administrator to acquire the loan documents and solicitation for interim financing for the Buffalo Springs bridge repair has presented.” The motion was unanimously approved.

An RFP for interest rates and terms was sent out following the September 12 meeting. The winning quote was Amigy Bank at 3.00%, however they later pulled back their quote stating that their attorneys in Salt Lake City did not think the loan was proper. The City Attorney and I discussed the matter to the point of where the City Attorney assured me that the loan was in fact proper and legal,

Montgomery City Council
AGENDA REPORT

so the next best quote was First Financial Bank at 3.26% with \$6000 of additional fees.

Attached are the documents from First Financial Bank in order to borrow these funds on an interim basis with 3.26% simple interest charged per day of the borrowing.

The City Attorney has reviewed the documents and recommends your approval. The November dates listed on the documents will be changed to December.

Recommendation

Approve the documents as presented.

Approved By

City Administrator

Jack Yates

Date: December 8, 2017

DARDEN, FOWLER AND CREIGHTON, L.L.P.

ATTORNEYS AT LAW

414 WEST PHILLIPS

SUITE 100

CONROE, TEXAS 77301-2880

GEO B. DARDEN (1904-1994)
WILLIAM E. FOWLER (1924-1982)
GERALD J. CREIGHTON, JR. (1930-2014)
G. MARK CREIGHTON
LARRY L. FOERSTER
ROBERT A. ROSENQUIST

CONROE
(936) 756-3337
HOUSTON - METRO
936-441-1963
FAX NUMBER
(936) 756-2606

OPINION OF COUNSEL

Date: December __, 2017

Maker: City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, TX 77356

Lender: First Financial Bank, N.A.

Re: Revolving Line of Credit Promissory Note for \$600,000.00, dated as of December __, 2017, by and between City of Montgomery, Texas ("Maker") and First Financial Bank, N. A., a national banking institution ("Lender")

Ladies and Gentlemen:

I have acted as counsel to the City of Montgomery, Texas ("Maker") with respect to the promissory note described above (the "Note") and various related matters, and in this capacity, I have reviewed a duplicate original of the Note and allied documents related thereto. Based upon my examination of these and such other documents as I deem relevant, it is my opinion that:

1. The City of Montgomery, Texas ("Maker") is a public municipal corporation and a political subdivision of the State of Texas (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Maker is City of Montgomery, Texas. The Maker has the requisite power and authority to incur obligations, including without limitation, the Note, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986.
2. Maker is authorized and has power under State law to enter into the Note, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Note and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Maker, and the Note is a valid and binding obligation of Maker enforceable in accordance with its terms, except to the extent limited by State and

Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

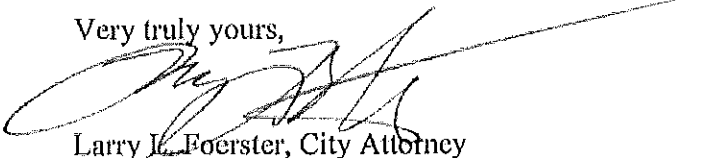
4. The authorization, approval and execution of the Note and all other proceedings of Maker relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws and all other applicable State and Federal laws.

5. The execution of the Note and the appropriation of moneys to pay the payments coming due under the Note do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Maker.

6. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Maker; the authority of the Maker; the authority or its officers; the proper authorization, approval and execution of the Note and the other documents described above; the appropriation of monies to make Loan Payments under the Note for the current fiscal year; or the ability of Maker otherwise to perform its obligations under the Note and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lender and its successors and assigns.

Very truly yours,



Larry J. Foerster, City Attorney

City of Montgomery, Texas

LLF/ek

Interim Loan-REP Responses
 Bid Opening Date: October 9, 2017

<u>BANK</u>	<u>INTEREST RATE</u>	<u>ADDITIONAL COST</u>	<u>PROPOSAL TERMS</u>
First Financial Bank	3.26% Tax Exempt	\$6,000	
Woodforest Bank	Floating WSJ Prime - 1.25% (Currently 3%)	\$6,000	With ALL City Deposits
Woodforest Bank	Floating WSJ Prime- .45 (Currently 3.8%)	\$6,000.00	With NO deposits held and Woodforest Bank
Amegy Bank	3.00%	\$2,000.00	

JAMES KNEZ
ATTORNEY AT LAW
State Bar of Texas
State Bar of Illinois

709 North San Jacinto
Conroe, Texas 77301

(936) 539-3369
Fax (936) 539-1318
Metro (936) 441-3369

___ November 2017

City of Montgomery
Mr. Kirk Jones, Mayor
101 Old Plantersville Road
Montgomery, Texas 77356

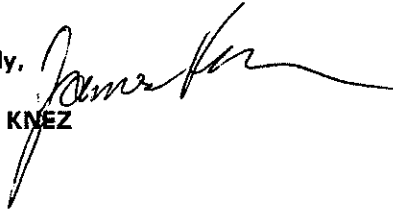
RE: Closing and Funding of Your Loan.

Dear Mayor Jones:

Please be advised that all papers supplied to document your loan with FIRST FINANCIAL BANK, N.A., For the above described closing are strictly provided upon the **EXPRESS CONDITION** that upon execution by you and delivery to the Bank, FIRST FINANCIAL BANK, N.A., **EXPRESSLY RESERVES THE RIGHT TO REVIEW AND APPROVE ALL LOAN AND TITLE PAPERS** for compliance with all of the terms and conditions required by the Bank. **BE FURTHER ADVISED** that as an additional condition of approval of this loan, FIRST FINANCIAL BANK, N.A., **EXPRESSLY RESERVES THE RIGHT** to require the supplying of additional information and the execution of additional documents to conform with all of the Bank's lending and title requirements.

In executing the enclosed papers and furnishing the same to FIRST FINANCIAL BANK, N.A., for review and approval, you are expressly agreeing to the conditions described above and assuming all costs related thereto.

Sincerely,
/s/
JAMES KNEZ



JK/esk

AGREED AND ACCEPTED EFFECTIVE ___ November 2017.

CITY OF MONTGOMERY,
a Political Municipal Subdivision of the State of Texas

By: _____
KIRK JONES, Mayor

By: _____
SUSAN HENSLEY, City Secretary

**FIRST FINANCIAL BANK, N.A.
LOAN COMMITMENT**

To: **City of Montgomery
Mr. Kirk Jones, Mayor
101 Old Plantersville Road
Montgomery, Texas 77356**

Re: **Loan in the amount of \$600,000.00 for a term of TWELVE (12) months; with ELEVEN (11) monthly installments of INTEREST ONLY or more; with interest calculated on the advanced and unpaid principal balance at the fixed interest rate of THREE and 26/100 PERCENT (3.26%) per annum; with the first such installment being due on _____ December 2017 and continuing monthly and regularly on the same day thereafter until the ELEVEN (11) monthly installments have been paid; and then with a final payment of all unpaid principal and all accrued and unpaid interest being due on or before _____ November 2018; and subject to Lender's unqualified right of acceleration.**

Dear Mayor Jones:

Please consider the following additional conditions to FIRST FINANCIAL BANK, N.A., (the "Bank") committing to make a Loan to **CITY OF MONTGOMERY, a Political Municipal Subdivision of the State of Texas**, ("Borrowers" whether one or more), in the above stated principal amount:

1. That the above described loan will be unsecured.
2. That the Proposed Term Sheet dated 28 September 2017 executed by Guy J. Barker of Lender which is attached hereto as Exhibit "A" and which is incorporated herein for all purposes. In the event there is any conflict between the terms of this agreement and the Commitment Letter, the terms of the Proposed Term Agreement shall control.
3. That all loan and security documents governing, evidencing and controlling this loan shall be upon such forms as are acceptable to this Bank's counsel.
4. That Borrower shall provide a Borrowing Resolution authorizing this loan and asserting that the loan is a valid obligation of the CITY OF MONTGOMERY, and that the City Council has the authority to enter this loan and the authority will continue until the obligation is paid from current revenues available to the City in accordance with applicable State Law.
5. CITY OF MONTGOMERY will also provide an attorney opinion letter confirming the authority of the Board to enter into this loan and that the Board's authority will continue until the obligation is paid and that the obligation is not subject to the budgetary discretion of future Boards AND that the Note shall be TAX EXEMPT to Bank, and provide IRS Form 8038G confirming any interest income paid to Lender is exempt from federal taxation. The Bank's obligation to fund this loan is expressly conditioned upon the interest earned by the Bank is exempt from federal taxes.
6. **NOTICE: TO THE EXTENT APPLICABLE**, payments by and the obligations of the CITY OF MONTGOMERY, a Political Municipal Subdivision of the State of Texas, hereunder shall not constitute a debt of the CITY OF MONTGOMERY as debt is defined within the meaning of the Texas Constitution, nor a pledge of the tax revenues of CITY OF MONTGOMERY, a Political Municipal Subdivision of the State of Texas, and Lender/Holder shall have no right to demand payment pursuant to the indebtedness out of the general tax revenues, funds, or monies of the CITY OF MONTGOMERY.
7. The Borrower shall pay an origination fee of **SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00)** to the Bank and such origination fee shall be paid to the Bank at the time of closing.
8. That all loan and any security documents governing, evidencing and controlling this loan shall be upon such forms as are acceptable to this Bank's counsel.
9. That Borrower shall pay all legal and related costs of this loan and shall provide Lender with any and all additional financial data, information and statements as required by Lender.
10. That the terms, conditions and obligations contained herein, will survive the closing of this loan, and shall not be merged therewith.
11. That Borrower's acceptance of this Loan Commitment shall constitute its unconditional agreement to pay, whether or not the loan closes, all expenses incurred with respect to the loan, all fees and expenses to the Bank's legal counsel in connection with this loan, including, but not limited to, survey costs, appraisal fees, recording and filing fees incurred by the Lender or the Lender's agent, and any other applicable cost paid by the Lender and associated with this loan.
12. That Borrower expressly agrees that the closing of the loan documents shall be in strict accordance with the requirements of the Lender's counsel and the policies of the Lender and shall be in conformity with all applicable laws and regulations in effect at the time. This Loan Commitment shall not be

transferred or assigned by operation of law or otherwise by the Borrowers without the prior express written consent of the Lender, in its sole and absolute discretion, and any such attempted assignment shall render this Loan Commitment null and void of no further force and effect.

13. **IT IS EXPRESSLY AGREED AND ACCEPTED THAT LENDER RESERVES THE ABSOLUTE RIGHT TO CANCEL THIS COMMITMENT AND TO TERMINATE ITS OBLIGATION HEREUNDER IN THE EVENT THERE IS ANY MATERIAL OR SUBSTANTIAL ADVERSE CHANGE IN THE BORROWERS' FINANCIAL CONDITION OR IN THE COLLATERAL AS DETERMINED BY THE LENDER IN ITS SOLE DISCRETION AND WHICH CONDITION ADVERSELY AFFECTS THE CREDIT STANDING OF THE BORROWERS.**
14. That Borrowers agree that time is of the essence.
15. Failure to comply with the terms and conditions contained herein shall constitute a material default of the promissory note evidencing this loan and of the loan and security documents governing and securing the same and shall give immediate rise of all rights of lender contained in said note and loan and security documents including but not limited to the immediate right of acceleration of said promissory note.
16. **WAIVER OF JURY TRIAL. IN THE EVENT ANY DISPUTE ARISES IN CONNECTION WITH THIS INDEBTEDNESS OR ANY DOCUMENTS RELATED THERETO AND LITIGATION IS COMMENCED, THE UNDERSIGNED EXPRESSLY AND UNEQUIVOCABLY WAIVES AND RELINQUISHES ANY AND ALL RIGHTS TO A TRIAL BY JURY; IT BEING EXPRESSLY AGREED AND UNDERSTOOD THAT ALL MATTERS OF FACT AND LAW IN ANY LITIGATION SHALL BE TRIED TO A JUDGE WHO SHALL DECIDE ALL MATTERS OF FACT AND LAW.**

THESE REQUIREMENTS ARE IN ADDITION TO ANY AND ALL OTHER REQUIREMENTS IMPOSED UPON YOU BY OTHER LOAN DOCUMENTS.

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN COMMITMENT, PROMISSORY NOTE (unsecured), RESOLUTION, ATTORNEY OPINION LETTER (prepared by Borrower's attorney), BANK APPROVAL LETTER, ATTORNEY REPRESENTATION NOTICE AND DOCUMENT CORRECTION AGREEMENT, NOTICE OF NO ORAL AGREEMENTS AND ALL OTHER DOCUMENTS RELATING TO THIS LOAN, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED EFFECTIVE ____ November 2017.

**FIRST FINANCIAL BANK, N.A.
a national banking association**

**BY: _____
GUY J. BARKER, Vice President**

ACCEPTED EFFECTIVE ____ November 2017.

**CITY OF MONTGOMERY,
a Political Municipal Subdivision of the State of Texas**

**By: _____
KIRK JONES, Mayor**

**By: _____
SUSAN HENSLEY, City Secretary
34-009-367
firstmontgomeryloan.com**

FIRST FINANCIAL BANK

MEMBER FDIC

September 28, 2017

City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77356

RE: Proposed Term Sheet

Dear Mayor Jones

We are pleased to provide this loan proposal to the City of Montgomery under the following terms and conditions.

Borrower:	City of Montgomery
Purpose:	Provide revolving line of credit to the City of Montgomery for repairing Buffalo Springs Bridge
Amount:	\$600,000
Loan Type:	Revolving Line of Credit
Term/Repayment:	12 months of interest only payments
Interest Rate:	3.26% (tax exempt)
Fees:	\$6,000
Security:	Unsecured
Subject to:	Loan documentation acceptable to bank and borrower to pay all costs associated with loan

Loan terms presented are subject to change should documents be executed later than November 30, 2017.

Thank you for the opportunity to be your banker,

Sincerely,

Guy J Barker
Senior Vice President
First Financial Bank, Montgomery
(936) 525-2279

CONROE - MONTGOMERY - FM 1488 - WILLIS - CUT AND SHOOT - CREEKSIDE - HUNTSVILLE

REVOLVING LINE OF CREDIT
PROMISSORY NOTE

\$600,000.00

Conroe, Texas

___ November 2017

1. **Indebtedness.** **FOR VALUE RECEIVED**, after this date, without grace, in the manner, on the dates, and in the amounts so herein stipulated, the undersigned, **CITY OF MONTGOMERY**, a Political Municipal Subdivision of the State of Texas, of *101 Old Plantersville Road, Montgomery, Texas, 77356* (the "Maker" whether one or more), **PROMISES TO PAY TO THE ORDER OF FIRST FINANCIAL BANK, N.A.**, (the "Lender") whose mailing address is: *P.O. Box 1280, Conroe, Montgomery County, Texas 77305*, or at such place as the holder hereof may designate in writing, the sum of **SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00)** in Lawful money of the United States of America, which shall be legal tender, in payment of all debts and dues, public and private, at the time of payment, and to pay interest thereon from date until maturity at the rate of **THREE AND 26/100 PERCENT (3.26%)** per annum [which shall be Three Hundred Sixty-Five (365) / Three Hundred Sixty (360) days as the case may be] payable as stipulated herein.

This Note represents the maximum amount of credit or indebtedness which may be advanced to the Maker in more than one advance. The principal balance of such Note may be borrowed, repaid and reborrowed by the Maker at any time before maturity. The Maker of this Note is not limited to any certain number of advances thereon as long as the total unpaid principal amount does not exceed **SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00)**.

TO THE EXTENT APPLICABLE, payments by and the obligations of the **CITY OF MONTGOMERY**, a Political Municipal Subdivision of the State of Texas hereunder shall not constitute a debt of the **CITY OF MONTGOMERY** as debt is defined within the meaning of the Texas Constitution, nor a pledge of the tax revenues of the **CITY OF MONTGOMERY**, and Lender/Holder shall have no right to demand payment pursuant to this Note/Security Agreement out of the general tax revenues, funds, or monies of the **CITY OF MONTGOMERY**.

2. **Payments.** This Note is due and payable as follows:

- a. **Installments:** In **ELEVEN (11)** consecutive monthly installments of **INTEREST ONLY** as it accrues on the advanced and unpaid principal balance beginning on ___ **December 2017**, and continuing monthly and regularly on the same day of each month thereafter until the said **ELEVEN (11)** consecutive monthly installments have been paid. Each installment shall be applied first to the payment of accrued interest due on the advanced and unpaid principal balance and the remainder of each installment, if any, shall be applied to the reduction of unpaid principal; and
- b. **Final Payment:** After the preceding **ELEVEN (11)** installments of **INTEREST ONLY** have been paid and upon the expiration of **TWELVE (12)** months from date, all advanced and unpaid principal plus all accrued and unpaid interest at the rate specified herein shall be due and payable **IN FULL** on ___ **November 2018**, when this obligation shall be **FULLY PAID**, including all unpaid principal and all accrued and unpaid interest.

At any time, Maker may prepay this Note in whole or in part without any penalty, but no such prepayment, without the written consent of the holder hereof, shall operate to relieve Maker from making prompt payment of all installment obligations, as described above, until this Note is paid in full.

3. **Usury.** The interest contracted for, charged or received upon this Note shall not exceed the highest amount or rate of interest allowed by the applicable laws of the State of Texas or of the United States. If at any time the actual interest contracted for, charged or received upon this Note exceeds the maximum interest allowed by law, then the owner or holder of this Note may, at the holder's sole option, adjust or change the provisions of this Note and of any other agreement between the parties by any one or more of the following methods:

- a. by spreading all of the interest contracted for, charged or received upon this Note in equal parts over the full life of the loan transaction of which this Note is a part;
- b. by reducing the amount of the unpaid principal indebtedness due upon this Note to that amount which would have been due had no interest been paid in excess of the maximum interest allowed by law;

- c. by reducing the effective rate of interest for payments due and to become due upon this Note in the future;
- d. by refunding to the Maker of this Note all amounts of interest paid in excess of the maximum amount allowed by law; or
- e. by extending the term within which this Note may be repaid.

The owner or holder of this Note is entitled to make these adjustments regardless of whether the excess interest arises from (a) the language of this Note, of any collateral document, or of any other agreement which is a part of this loan transaction; (b) the conduct of the parties to this loan transaction, or (c) the operation or effect of any law.

4. **Acceleration.** It is agreed that time and the unimpaired security of the holder of this Indebtedness are of the essence of this agreement. Maker expressly agrees and understands that the term "default" shall include but not be limited to (1) failure to pay any installment of principal and interest in accordance with the terms of this Indebtedness when due; (2) failure to perform, observe or punctually discharge each and every covenant, agreement, term and condition imposed upon the Maker hereunder or by the terms of each and every instrument now or hereafter evidencing or securing this Indebtedness, if any; (3) the levy of any attachment, execution, garnishment, state or federal tax lien or any other process against the Maker or any of security of this Indebtedness; and (4) any waste or other substantial diminution of the value of the security of this Note which occurs without the prior written consent of the holder of this Indebtedness. In the event of any default, the holder of this Indebtedness may declare the unpaid principal balance together with all accrued and unpaid interest upon such unpaid principal balance **IMMEDIATELY DUE AND PAYABLE**. Failure to exercise said option shall not constitute a waiver on part of the holder of the right to exercise the same at any subsequent default.

5. **Interest On Past-Due Installments.** After maturity (by acceleration or otherwise) and during the existence of any default hereunder or under any other agreement securing or executed in connection with the indebtedness evidenced hereby, the entire unpaid balance of principal shall (subject to the terms in Paragraph 3 above limiting interest contracted for, charged or received to the maximum permitted by applicable law) bear interest at the fixed rate of Fifteen Percent (15.0%) per annum during any such default and until the default is cured or until this note is paid in full, whichever occurs first.

6. **Expenses of Collection; Attorney's Fees.** The undersigned hereby agrees to pay all expenses incurred, including reasonable attorney's fees, all of which shall become a part of the principal hereof, if this Note is placed in the hands of an attorney for collection, or if collected by suit or through any probate, bankruptcy or any other legal proceedings.

7. **Waiver.** As to this Indebtedness and the Security Instruments, if any, securing the same, the Maker, and all others who are or may become liable for all or any part of this obligation: i) expressly stipulate, covenant, agree, warrant, and represent, as a material inducement to Payee that no portion of any of the property described in the Security Instruments securing this Indebtedness has been acquired, or at any time hereafter shall be acquired, by the Maker or by any other party who is or may become liable for all or any part of this obligation, for personal, family, or household use, and that all and any such acquisitions of all and any part of the property is and shall be solely for business use; ii) jointly and severally waive all applicable exemption rights, whether under the State Constitution, or otherwise; iii) jointly and severally waive all notices of demand for payment, presentments for payment, notices of intention to accelerate the maturity, notice of acceleration of maturity, protest, notice of protest, notice of non-payment, notice of demand, notice of maturity, and all other notice, or demand, filing of suit and diligence in collecting this Indebtedness or in enforcing any of the security herefor (except where prohibited by case law or statute), and agree and consent to any renewal or extension of time, whether one or more, of payment hereof and/or to the release of all or any part of the security described herein or any person liable hereon upon any terms deemed by the holder hereof at its sole discretion to be adequate, as to this Indebtedness and as to each, every, and all instruments hereof; iv) agree that any such renewal or extension, or the release of any such security or person, may be made without notice to any of the parties and without affecting their liability; v) agree that the Payee or other holder hereof shall not be required to institute suit or exhaust its remedies hereon against the Maker or the other parties liable hereon or to enforce its rights against any security hereof in order to enforce payment of this Indebtedness; and vi) agree that failure to exercise any right, remedy, or option given in this Indebtedness, for any reason whatsoever (including the acceptance of late payments), in the event of any default or defaults shall not constitute a waiver by the holder of this Indebtedness nor preclude the exercise of the same at any time. Further, no waiver by the holder hereof of any default or breach of any term, condition, or covenant of this Note shall be deemed to be waiver of any other breach of the same or any other term, condition, or covenant contained herein.

8. **Assignment.** The holder of this Note reserves the right exercisable in holder's sole discretion and without notice to Maker to assign its interest, in all or any part, in this Note or the debt evidenced by this Note.

9. **Federal Trade Commission Rule.** Notwithstanding anything contained herein or in any other separate security agreement or other document executed heretofore, herewith or hereafter in connection with or related to this credit obligation, if this is a consumer credit obligation (as defined or described in 16 C.F.R. 444, promulgated by the Federal Trade Commission), the security for this credit obligation shall not extend to

any non-possessory security interest in household goods (as defined in said 16 C.F.R. 444) other than a purchase money security interest, and no waiver of any notice contained herein or therein shall be construed under any circumstances to extend to any waiver of notice prohibited by 16 C.F.R. 444.

10. **Regulation AA.** Notwithstanding anything to the contrary contained herein, if any separate security agreement or other document executed heretofore, herewith or hereafter as security for, in connection with or otherwise related to the indebtedness evidenced by this Note, if this is a "consumer credit obligation" (as said term is defined or described in 12 C.F.R. 227, Regulation AA, promulgated by the Federal Reserve Board), the security for this credit obligation shall not extend to any non-possessory security interest in "household goods" (as defined in said Regulation AA) other than a purchase money security interest, and no waiver of any notice contained herein or therein shall be construed under any circumstances to extend to any waiver of notice prohibited by Regulation AA.

11. **Late Charge.** In the event any installment shall become overdue for a period in excess of TEN (10) days, a late charge equal to FIVE Percent (5.0%) of each overdue installment may be charged by the holder thereof for the purpose of defraying the administrative expenses and costs incident to handling such delinquent payments.

THIS LOAN IS PAYABLE IN FULL ON DEMAND BUT IF NO DEMAND BE MADE, THEN ON DECEMBER 2018. AT SUCH TIME, YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE BANK YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME BANK.

EXECUTED EFFECTIVE ____ November 2017.

MAKER(S):

CITY OF MONTGOMERY,
a Political Municipal Subdivision of the State of Texas

By: _____
KIRK JONES, Mayor

By: _____
SUSAN HENSLEY, City Secretary

**CERTIFICATE OF RESOLUTIONS AND INCUMBENCY
OF
CITY OF MONTGOMERY,
a Political Municipal Subdivision of the State of Texas**

I, **SUSAN HENSLEY**, City Secretary of **CITY OF MONTGOMERY**, a Political Municipal Subdivision of the State of Texas, (the "Municipal Corporation"), hereby certify that:

1. The following resolutions were duly and unanimously adopted by the unanimous written consent of all of the members of the City Council of the Political Municipal Corporation and none of such resolutions have been amended, modified, or repealed in any respect, and all of such resolutions are in full force and effect on the date hereof:

"**RESOLVED**, that the **CITY OF MONTGOMERY**, a Political Municipal Subdivision of the State of Texas, and hereby authorizes the borrowing of funds from **FIRST FINANCIAL BANK, N.A.**, in an amount **not to exceed \$600,000.00** for the purpose of a revolving line of credit to make repairs to the Buffalo Springs Bridge located in the City of Montgomery;

"**RESOLVED**, that the Municipal Corporation hereby authorizes the execution and delivery of its Promissory Note payable to **FIRST FINANCIAL BANK, N.A.**, in the principal sum of **SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00)** bearing interest as and payable follows:

- a. **Installments:** In **ELEVEN (11)** consecutive monthly installments of **INTEREST ONLY** as it accrues on the advanced and unpaid principal balance beginning on _____ **December 2017**, and continuing monthly and regularly on the same day of each month thereafter until the said **ELEVEN (11)** consecutive monthly installments have been paid. Each installment shall be applied first to the payment of accrued interest due on the advanced and unpaid principal balance and the remainder of each installment, if any, shall be applied to the reduction of unpaid principal; and
- b. **Final Payment:** After the preceding **ELEVEN (11)** installments of **INTEREST ONLY** have been paid and upon the expiration of **TWELVE (12)** months from date, all advanced and unpaid principal plus all accrued and unpaid interest at the rate specified herein shall be due and payable **IN FULL** on _____ **November 2018**, when this obligation shall be **FULLY PAID**, including all unpaid principal and all accrued and unpaid interest.

"**RESOLVED**, that **KIRK JONES**, the Mayor of the Political Municipal Corporation, and **SUSAN HENSLEY**, the City Secretary, be and are hereby authorized, empowered, and directed to negotiate, execute, acknowledge, and deliver for and on behalf and in the name of the Municipal Corporation such instruments containing such terms and conditions as the Mayor of the Municipal Corporation may, within the limits set by the City Council, deems necessary or desirable, and that the attestation by the Secretary of the Municipal Corporation and affixation of the seal of the Municipal Corporation shall be necessary.

"**RESOLVED**, that any and all transactions by any of the officers or representatives of the Municipal Corporation in its name and for its account, with **FIRST FINANCIAL BANK, N.A.**, prior to the adoption of these resolutions be, and they are hereby, ratified and approved for all purposes and that Municipal Corporation confirms that First Financial Bank, N.A., is relying on all representations herein made.

"**RESOLVED**, that the foregoing powers and authority shall continue in full force and effect until written notice of revocation has been **FIRST FINANCIAL BANK, N.A.**, and its receipt obtained therefor.

"**RESOLVED**, That Municipal Corporation does hereby authorize this loan and assert that the loan is a valid obligation of the **CITY OF MONTGOMERY**, a Political Municipal Subdivision of the State of Texas, and that the City Council has the authority to make this loan and the authority will continue until the obligation is paid and that the obligation is not subject to the budgetary discretion of future City Councils.

"**RESOLVED**, that the Municipal Corporation will also provide an attorney opinion letter confirming the authority of the City Council to enter into this loan and that the City Council's authority will continue until the obligation is paid and that the obligation is not subject to the budgetary discretion of future City Councils.

2. The following named individuals are duly elected officers and members of the City Council of the Municipal Corporation holding the offices set forth opposite their respective names as of the date hereof; the signatures set opposite the respective names and title of said officers are their true, authentic signatures; and the seal affixed hereto is the authentic seal of the Municipal Corporation.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
KIRK JONES	Mayor	_____
SUSAN HENSLEY	City Secretary	_____

IN WITNESS WHEREOF, I have duly executed this Certificate on the ____ day of November 2017.

**CITY OF MONTGOMERY,
a Political Municipal Subdivision of the State of Texas**

By: _____
KIRK JONES, MAYOR

ATTEST:

By: _____
SUSAN HENSLEY, City Secretary

I, KIRK JONES, Mayor of the CITY OF MONTGOMERY, a political municipal corporation, does hereby certify that SUSAN HENSLEY, is the duly elected and acting City Secretary of the Municipal Corporation. I further certify that the signature as set forth above is his/her correct signature.

IN WITNESS WHEREOF, I have duly executed this Certificate on _____ November 2017.

**CITY OF MONTGOMERY,
a Political Municipal Subdivision of the State of Texas**

By: _____
KIRK JONES, MAYOR

BEFORE ME, the undersigned authority, on this day personally appeared **SUSAN HENSLEY**, the Secretary of **CITY OF MONTGOMERY**, a Political Municipal Subdivision of the State of Texas, 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 Municipal Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the ____ day of November 2017.

Notary Public - STATE OF TEXAS

My Commission Expires: _____

34-009-375
firstmontgomery.2 resolve

BUSINESS PURPOSE STATEMENT

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned who, by me being sworn, did duly say and depose as follows:

"The undersigned hereby certifies on behalf of the **CITY OF MONTGOMERY**, that the proceeds of a loan in the amount of **SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00)** ("Loan"), on this date extended to the undersigned by **FIRST FINANCIAL BANK, N.A.**, ("Bank") are to be used for the following public\business purpose:

Repairs to be made to the Buffalo Springs Bridge located in the City of Montgomery.

THE PROCEEDS OF THE LOAN WILL NOT BE USED IN ANY WAY FOR PERSONAL, FAMILY, HOUSEHOLD OR AGRICULTURAL PURPOSES."

"This Affidavit has been executed in order to induce Bank to advance funds on a note in the amount of the Loan dated of even date herewith ("Note") and executed by the undersigned in favor of the Bank, with the full knowledge that the Bank is relying upon the same, and without this Affidavit the Bank would not advance funds on the Loan and Note. The Bank will be relying on this Affidavit (i) in charging the rate of interest permitted to be charged by Article 5069-1.04(a), Vernon's Texas Civil Statutes, as amended, for business, commercial, investment or similar purpose loans, if the Loan is more than **SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00)**; and/or (ii) in charging the rata of interest permitted to be charged under Public Law No. 96-221, as amended, for business, commercial, investment or similar purpose loans; and/or (iii) in not making disclosures the Bank might otherwise make under Regulation Z of the Federal Reserve Board or related "Truth in Lending" regulations or statutes. This Affidavit will cover the original Loan and Note, together with any extensions, renewals, substitutions, amendment or modifications, whether evidenced by a new note, extension agreement or other document."

EXECUTED EFFECTIVE ___ November 2017.

CITY OF MONTGOMERY,
a Political Municipal Subdivision of the State of Texas

By: _____
KIRK JONES, Mayor

By: _____
SUSAN HENSLEY, City Secretary

STATE OF TEXAS

COUNTY OF MONTGOMERY

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED BEFORE ME, on this ____ day of November 2017 by KIRK JONES, the Mayor of CITY OF MONTGOMERY, a Political Municipal Subdivision of the State of Texas.

Notary Public - STATE OF TEXAS

My Commission Expires: _____

STATE OF TEXAS

COUNTY OF MONTGOMERY

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED BEFORE ME, on this ____ day of November 2017 by SUSAN HENSLEY the City Secretary of CITY OF MONTGOMERY, a Political Municipal Subdivision of the State of Texas.

Notary Public - STATE OF TEXAS

My Commission Expires: _____

34-009-375
first\MONTGOMERY\business.aff

NEGATIVE INFORMATION DISCLOSURE

LENDER: **FIRST FINANCIAL BANK, N.A., a national banking association**
P.O. Box 1280
Conroe, Texas 77305

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

I/We read and understand this Negative Information Disclosure.

EXECUTED EFFECTIVE ____ **November 2017.**

BORROWER(S):

CITY OF MONTGOMERY,
a Political Municipal Subdivision of the State of Texas

By: _____
KIRK JONES, Mayor

By: _____
SUSAN HENSLEY, City Secretary

34-009-375
FIRSTvnmontgomery\negative

NOTICE OF NO ORAL AGREEMENTS

LENDER: FIRST FINANCIAL BANK, N.A., a national banking association
BORROWER(S): CITY OF MONTGOMERY, TEXAS, a Political Municipal Subdivision of the State of Texas
LOAN AMOUNT: \$600,000.00

THE WRITTEN LOAN COMMITMENT, PROMISSORY NOTE (unsecured), RESOLUTION, ATTORNEY OPINION LETTER (prepared by Borrower's attorney), BANK APPROVAL LETTER, ATTORNEY REPRESENTATION NOTICE AND DOCUMENT CORRECTION AGREEMENT, NOTICE OF NO ORAL AGREEMENTS AND ALL OTHER DOCUMENTS RELATING TO THIS LOAN, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represent and warrant that I/we have each received and read a copy of this Notice on or before the execution of the loan agreement.

EXECUTED EFFECTIVE ____ **November 2017.**

LENDER:
FIRST FINANCIAL BANK, N.A.,
a national banking association

BORROWER(S):
CITY OF MONTGOMERY, TEXAS,
a Political Municipal Subdivision of the State of Texas

By: _____
GUY BARKER, Vice President

By: _____
KIRK JONES, Mayor

By: _____
SUSAN HENSELY, City Secretary

ATTORNEY REPRESENTATION NOTICE AND DOCUMENT CORRECTION AGREEMENT

LENDER: FIRST FINANCIAL BANK, N.A.

BORROWER(S): CITY OF MONTGOMERY,
a Political Municipal Subdivision of the State of Texas

LOAN AMOUNT: \$600,000.00

JAMES KNEZ, ATTORNEY AT LAW. The legal instruments involved in the above-referenced loan and real property transaction have been prepared for the above named Lender by James Knez, Attorney At Law. The undersigned acknowledge that James Knez, Attorney At Law has acted only as counsel to the Lender and has not, in any manner, undertaken to assist or render legal advice to the undersigned with respect to the loan or the property which is being purchased, sold, improved, refinanced or additionally encumbered with the proceeds of the loan or with respect to any of the documents or instruments being executed in connection therewith. The undersigned further acknowledge that they are aware that they may retain their own counsel to advise them regarding the transaction end/or to review and render advice concerning any of the documents or instruments being executed in connection therewith.

RESPONSIBILITY OF BORROWER(S) FOR PAYMENT OF FEES. As a part of the obligation of the undersigned to pay the expenses of the Lender in connection with the preparation of the legal documentation, the undersigned agree to pay at loan closing the amount indicated on the Attorney invoice directly to James Knez, Attorney At Law, for the account of the Lender.

DESCRIPTION OF LEGAL SERVICES PERFORMED. The law firm of James Knez may have prepared all or part of the following legal documents affecting title to the Property: A warranty deed (if required), promissory note, deed of trust, and transfer of lien (if required). It is clearly understood by the undersigned that James Knez, Attorney At Law has not conducted a title search with regard to any property which may serve a security for the Loan.

BASIS OF FEE. The document preparation fee charged by James Knez, Attorney At Law is based on a per transaction charge rather than an hourly fee. This fee is intended to provide fair compensation for the above described services, taking into consideration the time and labor required, the complexities of the questions involved, and the skill required to perform said services. Other considerations include the expertise of James Knez, Attorney At Law in the complexities of the real estate practice, the necessary overhead associated with the rendering of the said services and the assumption of risk by James Knez, Attorney At Law in the rendering of said services.

AGREEMENT TO REPLACE LOST OR MISPLACED DOCUMENTS AND TO CORRECT MISSTATED OR INACCURATE DOCUMENTS AND TO SUPPLY ADDITIONAL DOCUMENTATION. In consideration of Lender disbursing funds for the closing of the loan and regardless of the reason for any loss, misplacement, or inaccuracy in any loan documentation, Borrower(s) agree as follows: That should a document be lost or misplaced, misstated or inaccurately reflect the true and correct terms and conditions of the loan, upon the request of the Lender (including persons acting on behalf of the Lender) or Settlement Agent, Borrower(s) will comply with Lender's reasonable request to execute, acknowledge, initial and deliver to Lender as Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). The documents Lender requests Borrower(s) to execute, acknowledge, initial and deliver pursuant to this paragraph shall hereinafter be referred to as "Replacement Documents". Borrower(s) agree to deliver the Replacement Documents within ten (10) days after receipt by Borrower(s) of a written request from Lender for such replacement. Borrower(s) also agree that upon the request of the Lender (including persons acting on behalf of the Lender) or Settlement Agent, Borrower(s) will comply with Lender's reasonable request to supply additional documentation and/or to pay Lender any additional sum previously disclosed to Borrower(s) as a cost or fee associated with the Loan which for whatever reason was not collected at closing.

Each Borrower, Seller and/or Contractor hereby acknowledges receiving and reading a copy of this Notice, and by his/her/its signature affirms his/her/its acknowledgment of the accuracy of the above statements.

EXECUTED EFFECTIVE ____ November 2017.

BORROWER(S):

**CITY OF MONTGOMERY,
a Political Municipal Subdivision of the State of Texas**

By: _____
KIRK JONES, Mayor

By: _____
SUSAN HENSLEY, City Secretary

34-009-367
first\montgomery\att\rep

ITEM #8
Montgomery City Council
AGENDA REPORT

Meeting Date: December 12, 2017	Budgeted Amount: \$10,000 over the next two years
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Memo from city engineer
Date Prepared: December 8, 2017	

Subject

This is to approve the starting of the process to get Lone Star Pkwy. Onto the Transportation Improvement Program in order to receive federal funding for its improvement in the future.

Description

This is to start the process toward funding for Lone Star Pkwy. As part of the Transportation Improvement Program (TIP) as administered by the Houston Galveston Area Council (HGAC).
 The engineer's memo explains the process the cost and the time involved.
 At this point there is no cost for the ultimate project, other than receiving 90% federal funds for any project that is ultimately approved.
 This project at some point could become a responsibility of the City Administrator or other city staff person and not the City Engineer.

Recommendation

Approve the pursuit of adding Lone Star Pkwy. to the HGAC Transportation Improvement Program.

Approved By

City Administrator	Jack Yates	Date: December 8, 2017
--------------------	------------	------------------------



1575 Sawdust Road, Suite 400
The Woodlands, Texas 77380
Tel: 281.363.4039
Fax: 281.363.3459
www.jonescarter.com

November 30, 2017

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

Re: Lone Star Parkway – HGAC Transportation Improvement Program (“TIP”)
City of Montgomery

Dear Mayor and Council:

We were recently involved in discussions with Mr. John Holzwarth regarding Lone Star Parkway from SH-105 East to SH-105 West, and how it can potentially be a solution to the current and looming congestion within the City of Montgomery. Mr. Holzwarth has a considerable history in the Montgomery County area, and is currently an engineering consultant to Montgomery County Engineering, as well as several precincts. He has also had an extended career with TxDOT in a decision-making role, and has retained a good relationship with the current District Engineer, Mr. Quincy Allen.

As part of the conversations, Mr. Holzwarth mentioned that the original discussions for Lone Star Parkway included a right-of-way of significant width, such that TxDOT would consider it as a State road. Mr. Holzwarth also informed us of discussions within TxDOT regarding the possibility of Lone Star Parkway becoming a potential bypass for Montgomery to allow large trucks to avoid the narrow right-of-way throughout downtown. Our previous conversation with City Staff regarding this road and the imminent need to mitigate the traffic congestion within the City leads us to suggest placing this project on the H-GAC Transportation Improvement Program (“TIP”). This program will provide funding to improve Lone Star Parkway to meet TxDOT standards, which would allow it to be accepted as a State road.

Many sources have indicated this is a viable pursuit, but the City must take the initiative to set the project in motion. The following tasks must be accomplished before the project can be considered for TIP:

- The Mayor, City Administrator, and Jones|Carter must meet to discuss planning in detail and specific measures to be taken in the project.
- The City, John Holzwarth, and Jones|Carter must meet with Quincy Allen, TxDOT District Engineer, to discuss the project.
- The City and Jones|Carter must meet with David Wurdlow of H-GAC to discuss details regarding the inclusion of Lone Star Parkway in the TIP.

These meetings will require an aerial map to be produced along with a road fact sheet. This fact sheet is a one page document that lists the important facts about Lone Star Parkway. We estimate the budget for this pursuit is approximately \$10,000, which includes scheduling and attending meetings, and preparation of the fact sheet and aerial map.

This budget will allow us to determine if the pursuit will be successful in obtaining funding to upgrade Lone Star Parkway to TxDOT's FM Road standards to gain TxDOT acceptance. The ultimate goal of these pursuits is to redirect TxDOT's efforts toward additional improvements to Lone Star Parkway in place of significant improvements along SH-105.

Once the project is approved and placed on the TIP for funding, it requires 10 percent matching from local dollars. We have spoken with Commissioner Mike Meador, who expressed interest in assisting with the local match, subject to leftover funds from a recent bond issue. The Commissioner did express caution that should the pursuit take place after he leaves office, the City would be required to coordinate with the then Commissioner.

We do not currently have a total project cost from which to determine the required 10 percent local match amount. As you are aware, construction on Lone Star Parkway was recently completed from SH-105 to FM 149. However, it is our understanding that the recent reconstruction project that ultimately spans from SH-105 East to SH-105 West, although designed using TxDOT standards, does not meet Farm to Market Road standards and must receive additional upgrades for TxDOT to consider acceptance. A conceptual cost estimate and preliminary schedule can be developed following meetings with TxDOT and H-GAC.

We request authorization to proceed with this pursuit, including scheduling and attending meetings with TxDOT and H-GAC, and preparation of the fact sheet and aerial map to determine a plan for including Lone Star Parkway on the H-GAC Transportation Improvement Plan.

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

Sincerely,



Ed Shackelford, PE
Engineer for the City

EHS/cvr

K:\W5841\W5841-0900-00 General Consultation\Correspondence\Letters\2017\MEMO to Council RE Lone Star Parkway TIP.doc

cc: 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

ITEM #9
Montgomery City Council
AGENDA REPORT

Meeting Date: December 12, 2017	Budgeted Amount: <i>MEDC budget</i>
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Proposal from City Engineer
Date Prepared: December 6, 2017	

Subject

This is to consider hiring the Jones and Carter engineering firm to perform the pedestrian lighting plan design in conjunction with the FM 149 paving project.

Description

The MEDC has in the past supported downtown development, including a budgetary item for downtown development improvements of \$55,000. The work described in the engineers proposal is to create a plan set that will be delivered to TxDOT that includes conduit design, conductors, service entrance equipment, lighting controls, power distribution equipment, light fixture and conduit layouts, electric pool boxes, voltage drop calculations, electric load analysis, electric utility coordination, and regulatory agency coordination design will also include all necessary construction drawings and technical specifications required for the construction of the project. The \$18,000 proposal is, to my mind is the worst-case possibility, and is a not to exceed approved figure. TxDOT will install the conduit and the ornamental light bases as part of their construction of 149 in this area. The fee is based on a per hour charge.

One concern that I have, and will tightly manage, is the amount of time spent in design considering that TxDOT has not yet finalized their plans for the roadway. I would not want the engineers to be designing for a certain corridor of alignment and then have TxDOT change their layout requiring a new corridor and new design. I will not let that happen,

Montgomery City Council
AGENDA REPORT

At its meeting on December 5th the MEDC Board voted unanimously to approve this expenditure.

Recommendation

Motion to approve the City Engineer work on the design and implementation of downtown ornamental streetlighting from Clepper Street to State Highway 105 with funds to be paid from MEDC funds.

Approved By

City Administrator

Jack Yates

Date: December 6, 2017



6330 West Loop South, Suite 150
Bellaire, Texas 77401
Tel: 713.777.5337
Fax: 713.777.5976
www.jonescarter.com

November 29, 2017

Montgomery Economic Development Corporation
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Re: Proposal for City of Montgomery FM 149 Pedestrian Lighting Plan Design
The City of Montgomery ("the City")

Dear Board Members:

We appreciate the opportunity to present this proposal for electrical engineering services in connection with the City of Montgomery FM 149 Pedestrian Lighting Plan Design.

Project Understanding

Jones|Carter (JC) understands that the City of Montgomery is potentially interested in constructing pedestrian lighting in the downtown Historic District of the City along FM 149. JC also understands the design for such lighting is to be included in the TxDOT FM 149 Improvements Project plan set, and will be partially funded and constructed by TxDOT during construction of the previously mentioned project. To create the plan set that will ultimately be delivered to TxDOT, Jones|Carter will provide engineering design services for the Pedestrian Lighting Plan. The design area will include the eastern and western right-of-ways along FM 149 from SH-105 to Clepper Street, and will allow for the installation of lights in both the short- and long-term. Based on our understanding of your project, we have prepared the following scope of services, fee proposal, and approximate schedule for your consideration.

Scope of Services

The design will include conduit, to be constructed by TxDOT, conductors, service entrance equipment, lighting controls, power distribution equipment, light fixture and conduit layouts, electrical pull boxes, voltage drop calculations, electrical load analysis, electric utility coordination, and regulatory agency coordination. The design will include all necessary construction drawings and technical specifications required for the construction of the project. Design and construction is expected to be completed according to the schedule below. Bidding, construction contract administration and inspection services are not included in the scope of this proposal.

Proposed Fee

We propose to accomplish the Services described herein in accordance with our Professional Services Agreement. We propose to complete this design for an estimated total of **\$18,000**, billed at hourly rates.



Board of Directors
Page 2
November 29, 2017

Estimated Project Schedule

We plan to complete the design of the Pedestrian Lighting Plan according to the following schedule:

- Design – to be completed by January 19th
- TxDOT/City Review – plans to be submitted by January 22nd
- Final Plans – to be completed within 2 weeks of receipt of comments

Special Considerations

This proposal is based on the following special considerations:

1. Any review or permit fees associated with the project shall be paid by the Client, or if paid by JC, shall be considered as a reimbursable expense not included in any lump sum or not-to-exceed fees proposed.
2. Reimbursable expenses including outside services not performed by JC personnel shall be provided in accordance with the enclosed Schedule of Reimbursable Expenses. These services typically include deed research, reproduction for bidding and construction, deliveries, and construction materials testing.
3. This proposal shall be subject to the enclosed General Conditions of Agreement.
4. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to modify the scope of services, we reserve the right to negotiate a revised fee.
5. This proposal shall be valid for sixty days from this date and may be extended upon approval by this office.



Board of Directors
Page 3
November 29, 2017

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. An executed copy of this proposal will serve as our notice to proceed. Please return one copy to our office. Should you have any questions, please call.

Sincerely,

Brian S. Chong, PE
Electrical Department Manager

Sincerely,

Sean E. McMillan, PE
Electrical Division Manager

BSC/bmr

K:\W5841\W5841-0900-00 General Consultation\Correspondence\Letters\2017\FM 149 Lighting Proposal.doc

Enc: 2017 Jones|Carter Schedule of Hourly Rates
2017 Jones|Carter Schedule of Reimbursable Expenses
General Conditions of Agreement

cc: 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
Mr. Chris Roznovsky, PE – Jones & Carter, Inc., City Engineer

Approved by: _____

Date: _____



SCHEDULE OF HOURLY RATES

Effective January 2017 - Subject to Annual Revision in January 2018

ENGINEERING PERSONNEL

Engineer I	\$ 88
Engineer II	\$ 94
Engineer III	\$107
Engineer IV	\$115
Engineer V	\$130
Engineer VI	\$145
Engineer VII	\$160
Sr. Project Engineer	\$175
Sr. Project Manager	\$200
Division Manager	\$210
Senior Manager/Regional Manager/Practice Leader	\$225
Corporate Manager	\$250

ELECTRICAL ENGINEERING PERSONNEL

Electrical Engineer I	\$ 94
Electrical Engineer II	\$105
Electrical Engineer III	\$120
Electrical Engineer IV	\$130
Electrical Engineer V	\$140
Electrical Engineer VI	\$155
Electrical Engineer VII	\$170
Sr. Electrical Project Engineer	\$190
Sr. Electrical Project Manager	\$220

CONSTRUCTION PERSONNEL (Includes Mileage)

Project Representative I	\$ 53
Project Representative II	\$ 60
Project Representative III	\$ 70
Project Representative IV	\$ 85
Project Representative V	\$ 95
Project Representative Coordinator	\$100
Construction Manager I	\$ 88
Construction Manager II	\$ 94
Construction Manager III	\$107
Construction Manager IV	\$115
Construction Manager V	\$130
Construction Manager VI	\$145
Construction Manager VII	\$160

OFFICE PERSONNEL

Office Assistant	\$ 35
Engineer's Assistant I	\$ 45
Engineer's Assistant II	\$ 60
Engineer's Assistant III	\$ 75
Engineer's Assistant IV	\$ 86
Admin I	\$ 40
Admin II	\$ 50
Admin III	\$ 65
Admin IV	\$ 73
Admin V	\$ 85
Contract Coordinator	\$ 60
Staff Assistant	\$ 90
Assistant Controller/ Chief Accountant	\$100
Corporate/Project Acct. I	\$ 70
Corporate/Project Acct. II	\$ 85

SURVEYING PERSONNEL

1-Person Field Crew	\$125
2-Person Field Crew	\$160
3-Person Field Crew	\$195
4-Person Field Crew	\$225
Scanner Equipment	\$100
Survey Technician I	\$ 60
Survey Technician II	\$ 75
Survey Technician III	\$ 95
Project Surveyor I	\$ 67
Project Surveyor II	\$ 80
Project Surveyor III	\$ 95
Project Surveyor IV	\$108
Chief of Survey Crews	\$100
Registered Prof. Land Surveyor	\$150
Survey Manager	\$175

DESIGNERS/DRAFTING PERSONNEL

CAD Operator I	\$ 44
CAD Operator II	\$ 52
CAD Operator III	\$ 62
CAD Operator IV	\$ 73
CAD Operator V	\$ 87
CAD Manager	\$ 92
Designer I	\$ 84
Designer II	\$ 94
Designer III	\$100
Designer IV	\$110
Designer V	\$120
Designer VI	\$135
GIS Operator I	\$ 65
GIS Operator II	\$ 80
GIS Operator III	\$ 90
GIS Operator IV	\$110
GIS Operator V	\$125
Computer Tech	\$ 60
Computer Manager	\$100

PLANNING PERSONNEL

Planner I	\$ 75
Planner II	\$ 90
Planner III	\$105
Planner IV	\$120
Planner V	\$150



SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2017

Subject to Annual Revision in January 2018

1. Reproduction performed in office

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½ x 11 (single-sided)	\$0.05/page	\$.50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$.75/page
11 x 17	\$0.20/page	\$ 1.00/page
<u>Large Document Prints/Plots</u>	<u>Black & White</u>	<u>Color</u>
Translucent Bond	\$0.30/sq ft	\$ 3.00/sq ft
Color Bond	\$0.35/sq ft	\$ 4.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 6.00/sq ft
Vellum	\$1.00/sq ft	N/A
Mylar (4 mil)	\$2.00/sq ft	N/A
<u>Aerial Backgrounds</u>		
All sizes	\$5.00/sheet (plus above sq. ft. cost)	

2. Transportation (mileage): \$0.54/mile

3. Subcontracts and all other outside expenses and fees: Actual cost plus 10% service charge

4. Surveying Expenses

- a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
- b. Special Rental Equipment: Actual cost plus 10%
- c. Stakes: Cost plus 10% service charge where an excessive number of wooden stakes or any special stakes are required
- d. Iron Rods and Pipes: Cost plus 10%
- e. All-Terrain Vehicle (ATV): \$150/day
- f. Overnight Stays: \$190/night
- g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
- h. Sales Tax: To be paid on boundary-related services.
- i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost plus 10%

GENERAL CONDITIONS OF AGREEMENT
JONES & CARTER, INC.

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (J&C), to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by J&C under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by J&C.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay J&C for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by J&C on a monthly basis and the full amount shall be due and payable to J&C upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify J&C in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by J&C more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, opinions of probable construction cost, specifications, field notes, and data provided or furnished by J&C pursuant to this AGREEMENT are instruments of service in respect to the Project and J&C shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by J&C for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to J&C, and the CLIENT shall indemnify and hold harmless J&C from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

COST ESTIMATES

Cost estimates prepared by the engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

INSURANCE

J&C agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

J&C agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that J&C shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances or conditions.

Version 13-08-22

INDEMNIFICATION

J&C agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by J&C's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom J&C is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold J&C harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

J&C is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to J&C and J&C shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or J&C employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of J&C's services either by the CLIENT or by J&C, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligation of this AGREEMENT except compensation payable to J&C for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with J&C's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and J&C each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor J&C shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and J&C.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and J&C, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

Montgomery City Council
AGENDA REPORT

	Budgeted Amount:
Meeting Date: December 12, 2017	
Department:	
	Exhibits: Feasibility Report
Prepared By: Jack Yates City Administrator	
Date Prepared: December 8, 2017	

Subject

This is the presentation of the feasibility study regarding the 80 acre first Hartford Realty property (also known as the Mabry tract) adjacent to the city limits on the northeast corner of the present city limits.

Description

The water impact will be 3,150,000 gallons per month or 105,000 gallons per day. The tract will be served by a proposed 12 inch water line extension city is expected to have sufficient water production capacity.

Sewer impact will be approximately 87,500 gallons per day. The tract will be served by proposed 8 inch public sanitary sewer line. Sewer Lift Station number #13 why not have sufficient capacity to handle the additional flow the capacity of LS #14 would need to be increased from 164 gallons per minute to 347 gallons per minute. The existing 8 inch sewage line joining this station #14 will need to be increased to accommodate the additional flow. Plus the sanitary sewer force main from lift station # 9 discharges into lift station # 10 which will also require upsizing from 700 gallons per minute to 906 gallons per minute. All of this is explained in the fourth paragraph under Sewage Collection and Treatment in the Study.

The sites storm sewer system will be designated public and accepted by the city upon completion of a proposed study. A proposed detention pond will also be public but will require maintenance and upkeep by Property Owners Association or similar entity.

Montgomery City Council
AGENDA REPORT

Painting and traffic—currently the pulmonary plan provides only one point of access for the entire 345 homes subdivision onto FM 1097. The developer will need to reevaluate and present alternatives for providing a second point of access for the subdivision.

The impact of the subdivision is estimated to be:

Sanitary sewer line extension upsizing	\$206,000
Lift Station #9 improvements	\$198,000
Lift Station #10 improvements force main upsizing	\$577,000
Lift Station #14 improvements	\$192,000
Water impact fee	\$461,154
Wastewater impact fee	<u>\$1,028,747</u>
Total	\$2,662,901

Recommendation

While the amounts are very high, I personally, understand each of the amounts and they are within reason and proper.

Recommendation is to accept the report as presented.

Approved By

City Administrator

Jack Yates

Date: December 8, 2017

**ANALYSIS OF FEASIBILITY FOR
THE CITY OF MONTGOMERY
TO PROVIDE WATER AND SANITARY SEWER SERVICE
TO A PROPOSED 79.771-ACRE DEVELOPMENT
“FIRST HARTFORD SINGLE-FAMILY DEVELOPMENT”**

December 2017



JONES | CARTER

Texas Board of Professional Engineers Registration No. F-439



1575 Sawdust Road, Suite 400
The Woodlands, Texas 77380
Tel: 281.363.4039
Fax: 281.363.3459
www.jonescarter.com

December 5, 2017

The Honorable Mayor and City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77356

Re: Proposed 79.771-Acre Development Feasibility Study
First Hartford Single-Family Development
City of Montgomery ETJ

Dear Mayor and Council:

On September 12, 2017, First Hartford (the "Developer") submitted an application for utility service of lands situated in the Northeast portion of the City of Montgomery (the "City") ETJ. We are pleased to present this analysis of the feasibility for the City to provide water and sanitary sewer service to the referenced 79.771-acre tract (the "Tract"). The purpose of the feasibility is to determine if water system and sanitary sewer system capacity is available, to determine how the existing public utilities will need to be upgraded or extended to serve the Tract, and to offer clarity on the potential financial impact of the development.

General

This undeveloped Tract is located along FM 1097, adjacent to the Terra Vista subdivision. The entirety of the Tract falls within the City's current Extraterritorial Jurisdiction ("ETJ"). An exhibit displaying the Tract boundary is enclosed as Appendix A. A preliminary site plan submission is enclosed as Appendix B. The estimates included in this feasibility are based on the anticipated land use provided by the Developer. The Tract will require annexation. The Tract is proposed to be zoned as residential and commercial upon annexation. The final land plan may affect the estimated costs and revenues associated with the development. It is important to note that the City's required minimum lot size is not met based on the current preliminary land plan. The Developer would be required to request a variance for minimum lot size or revise the land plan to meet the City's requirements.

Water Production and Distribution

The City has three active water wells and two existing water plants with an average daily flow capacity of 596,000 gallons per day ("gpd"). The current ADF in the City is approximately 296,000 gpd. Inclusive of existing connections and ultimate future projected connections within current platted developments, the City has committed approximately 853,000 gpd or 143% of existing ADF capacity. A current summary of Development Acreages & Service Demands is enclosed as Appendix C.



City of Montgomery
79.771-Acre Mabry Feasibility
Page 2
December 5, 2017

Based upon the information provided by the Developer, the Tract's water capacity requirement is approximately 105,000 gpd (3,150,000 gallons per month). While the TCEQ minimum capacity requirement for the Tract is 134,840 gpd (based on an estimated 360 gpd/ESFC), annual average flows for the City indicate that the Tract's requirement will be at or below the amount requested by the Developer. The projected ADF for the City, including this Tract and other tracts under design/feasibility, is not expected to exceed the current ADF capacity until between the years 2020 and 2021.

Additionally, the City has authorized the design of a water plant improvements project to increase the ADF capacity of the City's water system to approximately 730,000 gpd. Upon completion of the proposed improvements and based on the projected ADF, including this Tract, the City is projected to have sufficient water production capacity until between 2022 and 2023. As the projects shown in Appendix C achieve full development, the City should be prepared to initiate planning for additional water production capacity.

The Tract will be served by a proposed public 12-inch waterline extension located within the southern right-of-way ("ROW") of FM 1097 adjacent to the northwestern boundary of the Tract. The Developer will be responsible for all costs associated with this waterline extension. The Developer will also be required to acquire a public waterline easement and construct a waterline extension to connect with the 8-inch public waterline serving Waterstone Section II to the south of the Tract, for the purposes of creating a waterline loop through the Tract.

The ultimate alignment of waterlines interior to the Tract will depend on the final land plan of the proposed development. These waterlines will need to be placed in public utility easements located within or along public access easements or rights-of-way interior to the development and constructed according to all applicable City and TCEQ design criteria. The Developer will be responsible for all costs associated with easement acquisitions and recordation. The proposed easements will be based on the City's requirements and will be reviewed in advance of recordation.

The Developer is responsible for providing engineered plans and specifications for the water distribution system interior to the development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits. Additionally, the Developer is responsible for providing evidence that the water distribution system interior to the development meets the minimum requirement of 1,000 gpm fire flow throughout the system. The Developer will need to contact the City for water taps to serve the reserves within the Tract. The cost to tap the waterline will be calculated by the City's Utility Operator in accordance with the City's Code of Ordinances.



City of Montgomery
79.771-Acre Mabry Feasibility
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December 5, 2017

Sanitary Sewer Collection and Treatment

The City's existing wastewater facilities consist of 14 public lift stations, four semi-public lift stations, and two wastewater treatment plants (one of which is currently decommissioned). The Stewart Creek wastewater treatment plant (TPDES Permit No. WQ0011521001) has a permitted capacity of 400,000 gpd. The current ADF at the Stewart Creek Wastewater Treatment Plant is approximately 163,000 gpd.

Inclusive of existing connections and platted developments which are in design or under construction, the City has committed approximately 582,850 gpd or 146% of existing permitted capacity. A current summary of Development Acreages & Service Demands is enclosed as Appendix C. Based upon the information provided by the Developer, the Tract's ADF is estimated to be approximately 87,500 gpd (2,625,000 gallons per month).

The TCEQ requires the City to initiate design of a wastewater treatment capacity expansion when the ADF exceeds 75% of the permitted capacity (400,000 gpd) for 3 consecutive months. The ADF for the City, including this Tract, is not expected to exceed 75% of the permitted capacity (300,00 gpd) until the end of 2019. Additionally, the TCEQ requires the commencement of the construction phase of the expansion after 3 consecutive months of ADF exceeding 90% of the permitted capacity (360,000 gpd). This is not expected to occur until the end of 2020. As the projects shown in Appendix C achieve full development, the City should be prepared to initiate aggressive planning for additional treatment capacity.

The Tract will be served by a proposed 8-inch public sanitary sewer line located within a proposed 26-foot wide utility easement adjacent to the western boundary of the Tract and will terminate at an existing public sanitary sewer manhole which ultimately flows to Lift Station No. 14 ("LS No. 14"). LS No. 14 does not have sufficient capacity to handle the additional flow. The capacity of LS No. 14 will need to be increased from 164 gpm to 347 gpm. The sanitary sewer force main from LS No. 14 discharges into an existing 8-inch sanitary sewer line, through Waterstone Section 1, and to LS No. 9. The existing 8-inch sanitary sewer line will need to be upsized to a 10-inch line to accommodate the additional flow. LS No. 9 will also need to be upsized from 350 gpm to 550 gpm. Finally, the sanitary sewer force main from LS No. 9 discharges directly into LS No. 10, which will also require upsizing from 700 gpm to 906 gpm. The existing 6-inch sanitary sewer force main from LS No. 10 to the gravity sanitary sewer line along Lonestar Parkway will also be undersized with the additional flow and will therefore need to be upsized to an 8-inch sanitary sewer force main.

The Developer will be responsible for the costs associated with the improvements of these facilities. The above-mentioned improvements are not all necessary to be completed at the beginning of the development. Therefore, these improvements may be phased in over the course of development, at a rate and schedule to be established by the City Engineer. The proposed improvements are shown on the exhibit enclosed as Appendix D.



City of Montgomery
79.771-Acre Mabry Feasibility
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December 5, 2017

The ultimate alignment of sanitary sewer lines interior to the Tract will depend on the final land plan of the proposed development. These sanitary sewer lines will need to be placed in public utility easements located within or along public access easements or rights-of-way interior to the development and constructed according to all applicable City and TCEQ design criteria. The Developer will be responsible for all costs associated with easement acquisitions and recordation.

The Developer is responsible for providing engineered plans and specifications for the sanitary sewer conveyance system interior to the development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits. The Developer will need to contact the City for sanitary sewer taps to serve the reserve within the Tract. The cost to tap the sanitary sewer line will be calculated by the City's Utility Operator, in accordance with the City's Code of Ordinances.

Drainage

The onsite storm sewer system will be designated public and accepted by the City upon completion of the development. The proposed detention pond will also be public but will require maintenance and upkeep by a Property Owners Association or similar entity. The Tract is required to outfall to Lake Conroe to the south of the property and the Developer will be responsible for the acquisition of a drainage easement to access this canal. All drainage and detention improvements must be designed per the City's Code of Ordinances requiring compliance with the City's floodplain regulations and all applicable Montgomery County Drainage Criteria Manual standards. Failure to design and construct the drainage and detention facilities per Montgomery County criteria potentially jeopardizes eligibility for acceptance by the City and Certificate of Occupancy. The Developer is responsible for providing engineered plans and specifications for the drainage and detention system interior to the development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits. The Developer will also be required to perform and submit a drainage study showing the development's impact on the drainage channel adjacent to the tract from the tract to the outfall to Lake Conroe. The drainage study must be submitted to the City for review and approval prior to approval of construction plans.

Paving and Traffic

Per the preliminary land plan submitted by the developer the streets are proposed to be public and accepted by the City. The Developer is responsible for providing engineered plans and specifications for the roads interior to the development to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, TxDOT, and development approvals and permits.



City of Montgomery
79.771-Acre Mabry Feasibility
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Currently, the preliminary land plan only provides for one point of access for the entire 345 home subdivision onto FM 1097. The Developer will need to evaluate and present alternatives to the Planning and Zoning Commission for providing a second point of access for the subdivision.

Development Costs

The Developer will need to engineer and construct on-site and off-site water, sanitary sewer, lift station improvements, paving, drainage, and detention facilities to serve the proposed Tract. The sanitary sewer line upsizing, sanitary sewer force main upsizing, and the improvements to Lift Station Nos. 9, 10, and 14 will be designed and constructed by the City at the Developer's expense. Appendix E enclosed provides cost estimates for these projects.

The Developer will also need to pay water and wastewater impact fees to the City. The impact fees will be assessed at the time of recordation of the final plat and collected prior to receiving water and sanitary sewer taps. Enclosed as Appendix F is Table 1.1 of the Montgomery Impact Fee Analysis Report. The estimated ADF provided by the Developer requires the equivalent use of one 3-inch water meter and 345 5/8-inch water meters per the table.

Below is a summary of the estimated cost associated with the development:

Estimated Costs:

• Sanitary Sewer Line Extension & Upsizing	\$206,000
• Lift Station No. 9 Improvements	\$198,000
• Lift Station No. 10 Improvements & Force Main Upsizing	\$577,000
• Lift Station No. 14 Improvements	\$192,000
• Water Impact Fee	\$461,154
• Wastewater Impact Fee	<u>\$1,028,747</u>
Subtotal	<u>\$2,662,901</u>

The estimate is based on the projected water and wastewater usage provided by the developer. The actual costs will depend on the final land plan, final design, and actual construction costs.



City of Montgomery
79.771-Acre Mabry Feasibility
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Financial Feasibility

The Developer projects the home sales prices to be between \$200,000 and \$250,000. The Developer estimates the total assessed value (A.V.) the project will attain at full development to be approximately \$88,100,000. Based on the estimated total A.V. and assuming 95% collection, the development would generate approximately \$176,764 per year in debt service revenue based on the City's \$0.2112/\$100 debt service tax rate, and approximately \$170,989 per year in maintenance and operations revenue based on the City's \$0.2043/\$100 O&M tax rate.

Based on the preliminary land plan provided by the Developer, the entirety of the Tract is located outside of the City's current boundary. The Developer will need to submit an application for annexation and the above estimated gains in revenue are predicated upon annexation of the out of City acreage.

This report is our engineering evaluation of the funds required to complete the anticipated future capital improvements for this Tract and of the potential increase in tax revenue to the City. This report is not intended to be used for issuance of municipal financial products or the issuance of municipal securities. The City's Financial Advisor(s) can address potential recommendations related to the issuance of municipal financial products or issuance of municipal securities.

Summary

- The 79.771-acre tract lies outside of the current city limits but within the City's ETJ. The Developer must seek annexation of the acreage falling within the ETJ.
- The Tract is comprised of 345 homes with an estimated sales price per home between \$200,000 and \$250,000, and 2.82 acres of potential commercial development.
- Extension of public utilities is required to serve the Tract.
- The City currently has water production capacity and wastewater treatment capacity to serve the Tract, but needs to continue to aggressively plan for expansion of City facilities to meet projected future demands.
- The Developer would need to pay water and wastewater system impact fees in the amounts of \$461,154 and \$1,028,747, respectively for a total estimated amount of \$1,489,901.
- The developer will be responsible for the cost of the public utility improvements necessary to serve the tract. These improvements may be phased in over the course of development, at a rate to be determined by the City Engineer.
- The development results in an increase in assessed valuation of \$88,100,000 and additional tax revenue to the City of approximately \$347,753 annually.

Thank you for the opportunity to complete this feasibility and offer our recommendations. Please contact Mr. Ed Shackelford or myself, should you have any questions.



Sincerely,

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

Chris Roznovsky, PE

CVR\ab

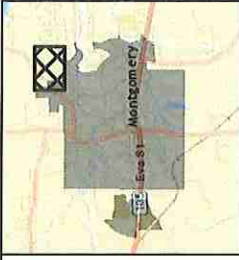
K:\W5841\W5841-1021-00 Mabry FM 1097 80 Acre Development\2 Design Phase\Reports\Mabry Feasibility Report Draft.doc

Attachments

cc: 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
Mr. Jonathan White, PE – L Squared Engineering
First Hartford - Developer

Appendix A
Proposed 79.771-Acre First Hartford Development
Boundary Map





VICINITY MAP
Scale: 1 inch equals 2 miles

- LEGEND**
- City of Montgomery
 - City Limits
 - Shared ETL Boundary
 - 79,771-Ac Tract
 - MCAD Parcel

79,771-AC MABRY TRACT

CITY OF MONTGOMERY
MONTGOMERY COUNTY, TEXAS



1 inch equals 300 feet



JONES CARTER
Texas Board of Professional Engineers Registration No. 1-439

Appendix B
Proposed 79.771-Acre First Hartford Development
Preliminary Site Plan



Appendix C

Proposed 79.771-Acre First Hartford Development Updated Development Acreages & Service Demands



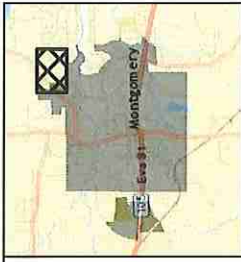
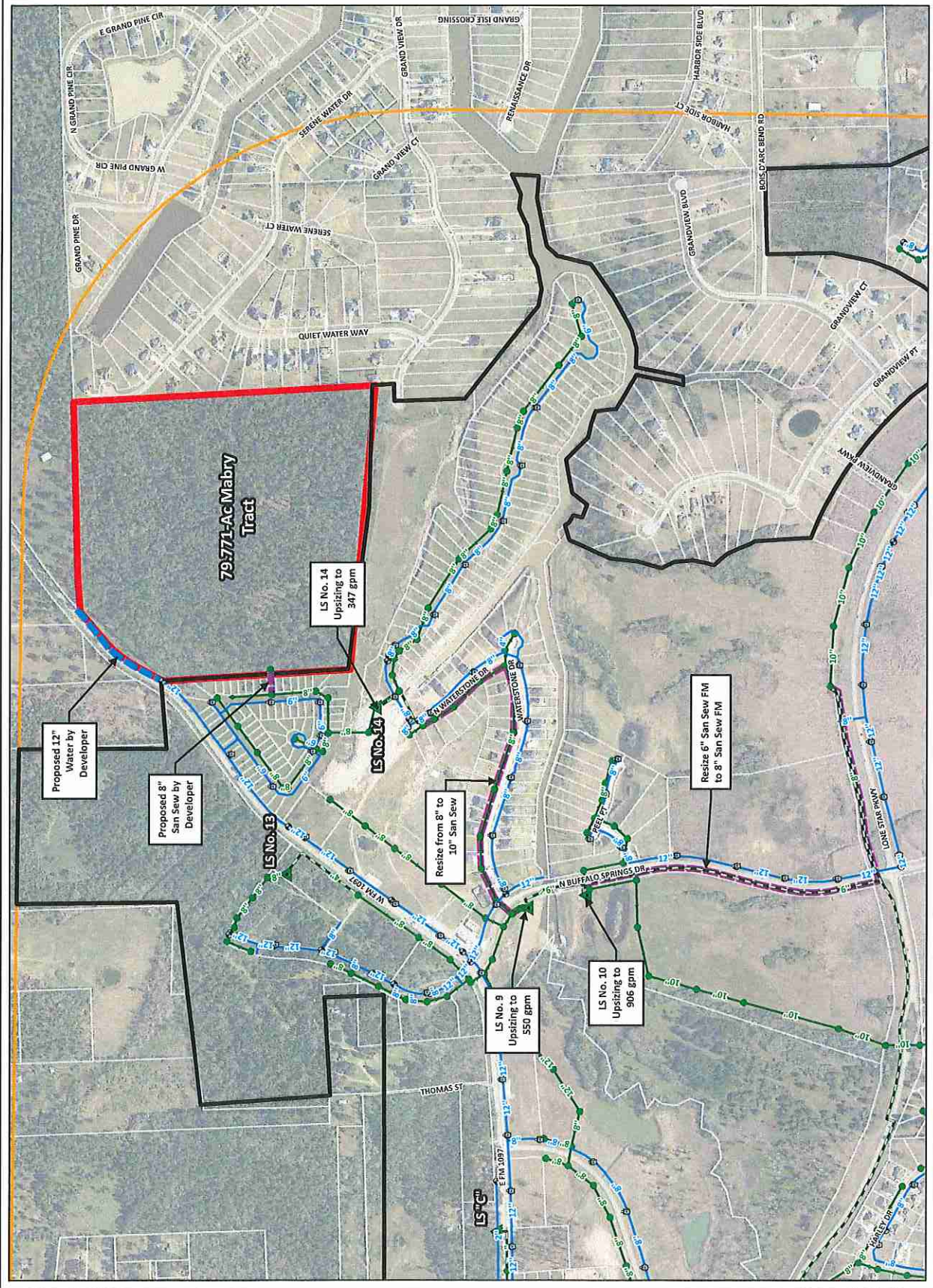
Developments (Existing & Proposed) (Inside & Outside City)	Development Info & Capacities				Projected Additional ESFC's								
	Acres	Lots or Units	Current ESFC/Connections	Est. ESFC	Current Actual	Ultimate (TCEQ)	2017	2018	2019	2020	2021	2022	2023
Commercial/Multi Family per ESFC					360	360							
Single Family					250	360							
Wastewater					250	300							
					150	225							
Buffalo Crossing	19	13	1	13	250	4,680		4	4	4			
Buffalo Springs, Section 1	15	24	24	24	6,000	8,640							
Buffalo Springs, Section 2	48	64	57	64	14,250	33,040		2	2	2			
Lake Creek Landing	15	15	15	15	3,750	5,400							
Lake Creek Village, Section 1	13	37	29	37	7,250	13,320		4	4	4			
Lake Creek Village, Section 2	13	45	14	45	3,500	16,200		7	7	7			
Estates of Lake Creek Village	8	22	-	22	-	7,920		7	7	7			
Hills of Town Creek, Section 2	25	51	6	51	1,500	18,860		5	10	10			
Hills of Town Creek, Section 3	11	49	-	49	-	17,640		7	7	7			
Terra Vista Section 1	14	61	-	61	-	21,960		5	10	10			
Villas of Mia Lago Section 1	8	14	14	14	3,500	5,040		6	6	6			
Villas of Mia Lago Section 2	14	42	-	42	-	15,120		5	10	10			
Waterstone, Section 1	32	53	38	53	9,500	19,080		5	10	10			
Waterstone, Section 2	22	89	4	89	1,000	32,040		5	10	10			
West Side at the Park	4	11	5	11	1,250	3,960		3	2	2			
Miscellaneous Single Family			186	211	46,500	75,960		2	2	2			
Subtotal	289	617	407	838	101,750	301,680		65	82	75	63	49	26
Commercial Platted and Existing													
Buffalo Run, Section 1	20	7	8	110	2,880	39,600			10	10			
Summit Business Park, Phase 1	80	12	12	20	4,320	7,200		2	2	2			
McCoy's Development	10	10	10	33	3,600	11,880		8	8	8			
Pizza Shack	3	-	-	15	-	5,400							
Virgin Development Tract	2	1	1	10	360	3,600							
Kentoc (Montgomery First)	21	-	-	111	-	40,000		2	2	2			
Buffalo Springs Shopping, Ph. 1	34	41	41	121	14,760	43,560		31	20	20			
Heritage Place	1	1	1	4	482	1,591		15	15	15			
Buffalo Springs Shopping, Ph. 2	19	-	-	135	-	48,600		20	20	20			
Brookshire Brothers Center	5	4	4	43	1,366	15,509		1	1	1			
Heritage Medical Center	2	-	-	10	3,600	3,600		4	4	4			
Lone Star Pkwy Office Building	1	-	-	5	720	1,800		5	5	5			
Villas of Mia Lago Commercial Reserve	1	-	-	12	-	4,320		2	2	2			
Town Creek Storage	1	-	-	1	-	360		6	6	6			
Lake Creek Village 3 Commercial	22	2	-	187	-	67,320		1	10	10			
Waterstone Commercial Reserve A	11	4	3	81	1,170	29,160		10	10	10			
Waterstone Commercial Reserve B	1	-	-	12	-	4,392		5	5	5			
Waterstone Commercial Reserve C	1	-	-	9	-	3,132		4	4	4			
Waterstone Commercial Reserve D	4	-	-	35	-	12,600		5	5	5			
The Montgomery Shoppes	27	-	-	83	-	30,000		9	9	9			
Miscellaneous Commercial					25,000	35,000							
Subtotal	277	25	95	1,051	59,024	403,664		112	137	144	125	104	49
Multi Family													
Heritage Plaza, Phase 1	17	80	25	50	8,856	18,000							
Mobile Home Park	6	13	13	15	4,500	5,400							
Town Creek Village	9	152	59	59	21,240	14,750							
Montgomery Supported Housing	2	8	8	10	2,588	3,600							
Live Oak Assisted Living	5	9	9	10	3,240	3,600							
Subtotal	39	232	113	144	40,324	51,840		-	-	-	-	-	-

Developments (Existing & Proposed) (Inside & Outside City)	Development Info & Capacities				Projected Additional ESFC's											
	Acres	Lots or Units	Current ESFC/Connections	Est. ESFC	Water Current Actual	Water Ultimate (TCEQ)	Wastewater Current	Wastewater Ultimate	2017	2018	2019	2020	2021	2022	2023	
Institutional (Schools, City, Church) and Irrigation	70		19	19	5,895	5,840	4,858	4,750								
MISD Athletic Complex	68		143	143	51,229	51,480	35,645	35,750								
MISD High School Complex	14		6	6	2,160	2,160	1,500	1,500								
MISD Elementary (105/Clepper)	20		9	9	3,230	3,240	2,313	2,250								
MISD School (MLK)	7		10	10	3,600	3,600	2,500	2,500								
MISD School (149)	1		3	3	965	1,030	670	750								
City Hall	1		2	2	720	720	500	500								
Buffalo Spring Plant	1		3	3	936	1,800	650	1,250		2						
Living Savior Lutheran Church	1		70	72	25,200	25,920	17,500	18,000								
Misc. Institutional and Irrigation	277		262	267	94,158	96,120	62,818	64,000		2						
Subtotal	881	374	876	2,300	295,756	853,303	185,845	582,850	20	179	219	219	188	153	75	
Committed																
Projected Committed Volumes (TCEQ):																
									Water	302,956	367,396	446,236	525,076	592,756	647,836	574,836
									Sewer	191,845	240,670	300,220	360,295	411,970	454,195	474,745
Future Development in Feasibility/Design																
80-Ac Mabry Single Family	80	345	-	368	-	132,840	-	87,500			10	35	35	35	35	
Baja Road Single Family Development	6	7	-	14	-	2,528	-	1,575		1	3	2	1			
Peter Hill 5.7 Acre Feasibility	86	352	-	389	-	5,000	-	4,000		4	5	5	5			
Subtotal	967	1,226	876	2,689	295,756	953,664	185,845	675,925	20	184	237	261	224	188	110	
Committed Plus Under Feasibility																
Projected Committed Volumes Including Feasibility:																
									Water	302,956	368,896	453,076	546,316	626,596	694,276	733,876
									Sewer	191,845	241,870	305,920	377,995	440,170	492,895	523,945

Developments (Existing & Proposed) (Inside & Outside City)	Development Info & Capacities			Projected Additional ESFC's											
	Acres	Lots or Units	Current ESFC/Connections	Est. ESFC	Water Current Actual	Water Ultimate (TCEQ)	Wastewater Current	Wastewater Ultimate	2017	2018	2019	2020	2021	2022	2023
Potential Future Development (Within City Limits)															
HEB Tract	32		-	150	-	54,000	-	37,500			20	41	20	20	20
Heritage Plaza, Phase 2	140		-	140	-	50,400	-	35,000			30	30	30	30	20
Montgomery Forest	68		-	195	-	70,200	-	48,750			10	39	39	39	39
Summit Business Park, Phase 2	8		-	12	-	4,320	-	3,000		6	6	6	6	6	6
Town Creek Village, Phase 2	35		-	72	-	26,058	-	18,096							
J. Allen Kent	140		-	400	-	144,000	-	100,000							
Waterstone, Section 3			-	36	-	12,960	-	9,000							
Waterstone, Section 4			-	80	-	28,800	-	20,000							
Plez Morgan Commercial	32		-	267	-	96,120	-	66,750							
1097 Misc. Commercial	19		-	160	-	57,600	-	40,000							
Misc. Undeveloped (Commercial)	227		-	1,823	-	656,280	-	455,750							
Misc. Undeveloped (Single Family)	694		-	2,892	-	1,041,120	-	723,000							
Misc. Undeveloped (Industrial)	237		-	1,317	-	474,120	-	329,250							
Subtotal	1,484	495	-	3,335	-	2,705,978	-	1,886,056	-	38	116	215	201	169	159
Potential Future Development (ETJ)															
Montgomery Ridge	125		-	488	-	175,680	-	122,000							
Stewart Landing	33		-	50	-	18,000	-	12,500							
90-AC Lone Star Parkway	90		-	225	-	74,880,000	-	56,250							
Misc. Undeveloped Land (ETJ)	5,200		-	20,800	-	7,488,000	-	6,240,000							
Subtotal				11,843		7,681,580		6,430,750		81	257	525	502	428	398
Potential Ultimate Totals					295,756	11,391,322		185,845	8,992,771	896	1,179	1,485	1,803	1,661	1,543
Projected Ultimate Volumes:															
Water									302,956	411,675	587,356	812,716	879,676	909,196	934,396
Sewer									191,845	277,570	417,820	599,995	651,070	671,995	691,045

Appendix D
Proposed 79.771-Acre First Hartford Development
Map of Required Public Facility Improvements





LEGEND

- Flush Valve
- Main Valve
- Waterline
- Cleanout
- Manhole
- Lift Station
- Force Main
- Gravity Main
- Proposed Waterline
- Proposed Sanitary
- City of Montgomery City Limits
- Shared ETJ Boundary
- 79,771-Ac Tract
- MCAD Parcel

79,771-AC MABRY TRACT

CITY OF MONTGOMERY
MONTGOMERY COUNTY, TEXAS

1 inch equals 600 feet

JONES CARTER
Professional Engineer Registration No. 1489

Disclaimer: This plan is being prepared for the information of the City of Montgomery. It does not represent an official approval of any project. It is not intended to be used for any purpose other than that for which it was prepared. The engineer assumes no liability for any errors or omissions in this plan. The engineer's services are limited to the design and construction of the project shown on this plan. The engineer does not warrant the accuracy, reliability, or stability of the information contained in this plan.

File: I:\Projects\CityOfMontgomery\79771-Ac Mabry Tract\Drawings\79771-AC MABRY TRACT.dwg Plot Number: WSS-1024-00 Date: 12/14/2017 User: JWC

Appendix E
Proposed 79.771-Acre First Hartford Development
Cost Estimates



**PRELIMINARY CONSTRUCTION COST ESTIMATE
FOR
SANITARY SEWER LINE RESIZING
FOR
CITY OF MONTGOMERY
December 4, 2017**

Item No.	Description	Unit	Price	Quantity	Total
1.	Move-in and Start-up	LS	\$ 10,000	1	\$ 10,000
2.	8-Inch (8") to 10-Inch (10") Sanitary Sewer Pipe Bursting	LF	40	2,600	104,000
3.	Stormwater Pollution Prevention	LS	4,000	1	4,000
4.	Site Restoration	LS	20,000	1	20,000 ⁽²⁾
Subtotal					\$ 138,000
Contingencies (15%)					21,000 ⁽³⁾
Engineering					33,000 ⁽⁴⁾
Reimbursable					14,000 ⁽⁵⁾
Total Construction Cost					\$ 206,000

Notes:

- ⁽¹⁾ This estimate represents my best judgement as a design professional familiar with the construction industry. Jones|Carter has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, we cannot and do not guarantee that bids will vary from this cost estimate.
- ⁽²⁾ Site restoration cost includes sod, irrigation repair, site cleanup, and additional expenses.
- ⁽³⁾ Contingencies include a 15% cost for additional, unseen, and future costs from time of proposal.
- ⁽⁴⁾ Engineering cost includes preliminary design services, design phase services, construction administration, construction management services, and field project representation.
- ⁽⁵⁾ Reimbursable expenses include geotechnical engineering expenses, construction materials testing, survey services, bid advertisement, and document reproduction.



Chris Roznovsky
12/4/17

K:\W5841\W5841-1021-00 Mabry FM 1097 80 Acre Development\2 Design Phase\Cost Estimates\Cost Estimate for Sanitary Sewer Line Resizing



**PRELIMINARY CONSTRUCTION COST ESTIMATE
FOR
LIFT STATION NO. 14 UPGRADE
FOR
CITY OF MONTGOMERY
November 10, 2017**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
1.	Mobilization, Bonds & Insurance	LS	\$ 7,000	1	\$ 7,000 ⁽²⁾
2.	Valve Vault Demolition	LS	10,000	1	\$ 10,000
3.	Pre-cast valve vault	LS	25,000	1	\$ 25,000 ⁽³⁾
4.	Pump Reinstallation	LS	13,800	1	\$ 14,000 ⁽⁴⁾
5.	Piping, Valves, Supports, etc.	LS	53,728	1	\$ 54,000 ⁽⁵⁾
6.	6-inch PVC Force Main	LF	45	200	\$ 9,000
7.	Site Work	LS	20,720	1	\$ 21,000 ⁽⁶⁾
8.	Bypass Pumping	LS	10,000	1	\$ 10,000
9.	Pollution Prevention	LS	1,000	1	\$ 1,000
10.	Construction Staking	LS	3,000	1	\$ 3,000
Subtotal					\$ 154,000
Contingencies (10%)					15,000
Engineering (15%)					23,000 ⁽⁷⁾
Total Construction Cost					\$ 192,000

Notes:

- (1) This estimate represents the Engineer's best judgement, experience, and current price quotations. Jones | Carter has no control over market conditions or Contractors' cost estimating methods. Neither the Engineer nor Jones | Carter can guarantee that bids will be similar to this preliminary estimate.
- (2) Assumed to be 5% of subtotal.
- (3) Rectangular valve vault that is not located in a flood hazard area. Includes valve vault. Assumes depth will not exceed 8 feet below grade.
- (4) This cost includes procurement and installation pump base elbows, guide rails, power cables, and lifting chains. Includes pump installation, but not pump procurement.
- (5) This cost includes all piping and valves for the pump risers and header.
- (6) This cost includes restoration of surfaces disturbed by replacement of the valve vault, and disposal of excess soils and other waste materials.
- (7) Engineering cost includes preliminary design services, design phase services, construction administration, construction management services (approved by client), and field project representation.

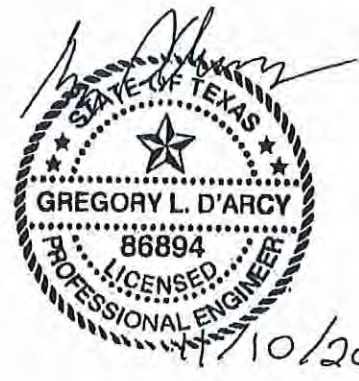


**PRELIMINARY CONSTRUCTION COST ESTIMATE
FOR
LIFT STATION NO. 9 UPGRADE
FOR
CITY OF MONTGOMERY
November 10, 2017**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
1.	Mobilization, Bonds & Insurance	LS	\$ 8,000	1	\$ 8,000 ⁽²⁾
2.	Submersible Pumps & Accessories	LS	26,910	1	\$ 27,000 ⁽³⁾
3.	Piping, Valves, Supports, etc.	LS	51,382	1	\$ 51,000 ⁽⁴⁾
4.	Lift Station Electrical & Controls	LS	45,313	1	\$ 45,000 ⁽⁵⁾
5.	Bypass Pumping	LS	15,000	1	\$ 15,000
6.	Pollution Prevention	LS	1,000	1	\$ 1,000
7.	Construction Staking	LS	3,000	1	\$ 3,000
8.	Misc. Metals	LS	8,000	1	\$ 8,000
Subtotal					\$ 158,000
Contingencies (10%)					16,000
Engineering (15%)					24,000 ⁽⁶⁾
Total Construction Cost					\$ 198,000

Notes:

- (1) This estimate represents the Engineer's best judgement, experience, and current price quotations. Jones | Carter has no control over market conditions or Contractors' cost estimating methods. Neither the Engineer nor Jones | Carter can guarantee that bids will be similar to this preliminary estimate.
- (2) Assumed to be 5% of subtotal.
- (3) This cost includes two (2) 5-HP submersible non-clog sewage pumps, base elbows, guide rails, power cables, and lifting chains.
- (4) This cost includes all piping and valves for the pump risers and header.
- (5) This cost includes all on-site electrical, duplex float control panel, NEMA 4X stainless steel enclosure, power cables, conduit, wiring, and installation by an electrical subcontractor.
- (6) Engineering cost includes preliminary design services, design phase services, construction administration, construction management services (approved by client), and field project representation.



11/10/2017

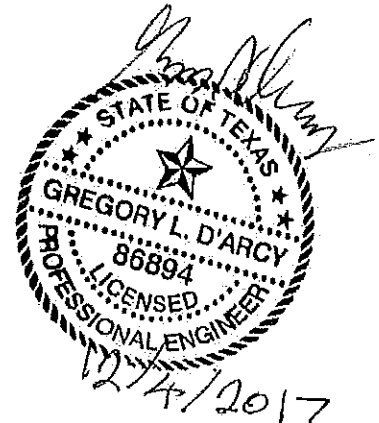


**PRELIMINARY CONSTRUCTION COST ESTIMATE
FOR
LIFT STATION NO. 10 UPGRADE
FOR
CITY OF MONTGOMERY
December 4, 2017**

Item No.	Description	Unit	Unit Price	Quantity	Total
1.	Mobilization, Bonds & Insurance	LS	\$ 22,000	1	\$ 22,000 ⁽²⁾
2.	Submersible Pumps & Accessories	LS	89,700	1	\$ 90,000 ⁽³⁾
3.	Piping, Valves, Supports, etc.	LS	66,671	1	\$ 67,000 ⁽⁴⁾
4.	Lift Station Electrical & Controls	LS	71,563	1	\$ 72,000 ⁽⁵⁾
5.	8-inch PVC Force Main	LF	52	3,300	\$ 172,000
6.	Bypass Pumping	LS	25,000	1	\$ 25,000
7.	Pollution Prevention	LS	1,000	1	\$ 1,000
8.	Construction Staking	LS	3,000	1	\$ 3,000
9.	Misc. Metals	LS	10,000	1	\$ 10,000
Subtotal					\$ 462,000
Contingencies (10%)					46,000
Engineering (15%)					69,000 ⁽⁶⁾
Total Construction Cost					\$ 577,000

Notes:

- (1) This estimate represents the Engineer's best judgement, experience, and current price quotations. Jones|Carter has no control over market conditions or Contractors' cost estimating methods. Neither the Engineer nor Jones|Carter can guarantee that bids will be similar to this preliminary estimate.
- (2) Assumed to be 5% of subtotal.
- (3) This cost includes three (3) 25-HP submersible non-clog sewage pumps, base elbows, guide rails, power cables, and lifting chains.
- (4) This cost includes all piping and valves for the pump risers and header.
- (5) This cost includes all on-site electrical, duplex float control panel, NEMA 4X stainless steel enclosure, power cables, conduit, wiring, and installation by an electrical subcontractor.
- (6) Engineering cost includes preliminary design services, design phase services, construction administration, construction management services (approved by client), and field project representation.



Appendix F
Proposed 79.771-Acre First Hartford Development
Excerpt from Impact Fee Analysis



Table 1.1 Maximum Assessable Impact Fee for Commonly Used Meters

Meter Size	Maximum Flow (GPM)	Equivalent Single Family Connection (ESFC)	Maximum Assessable Water Fee (\$/ESFC)	Maximum Assessable Wastewater Fee (\$/ESFC)	Maximum Assessable Fee (\$/ESFC)
5/8"	15	1.00	\$1,252	\$2,793	\$4,045
3/4"	25	1.67	\$2,091	\$4,664	\$6,756
1"	40	2.67	\$3,343	\$7,457	\$10,801
1 1/2"	120	8.00	\$10,018	\$22,345	\$32,362
2"	170	11.33	\$14,187	\$31,645	\$45,833
3"	350	23.33	\$29,214	\$65,162	\$94,376
4"	600	40.00	\$50,088	\$111,723	\$161,811
6"	1,200	80.00	\$100,176	\$223,445	\$323,621
8"	1,800	120.00	\$150,264	\$335,168	\$485,432

ITEM #11
Montgomery City Council
AGENDA REPORT

Meeting Date: December 12, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits:
Date Prepared: December 8, 2017	

Subject

This is the report regarding the Buffalo Springs Bridge repair

Description

The contract should be signed by the Council meeting by the contractor. FEMA Project Worksheet has been received!!! Also the easement necessary from Mr. LeFevre has been received. A notice to proceed should be given by the 15th of December.

The engineer can explain at the meeting the construction process that means that the roadway over the branch will probably not be open until March.

Also since the last discussion, the GLO has approved using some of their funds before the grant is actually be awarded – which we expect to be next March or April.

Recommendation

Making any comments you think necessary.

Approved By

City Administrator

Jack Yates

Date: December 8, 2017