

NOTICE OF REGULAR MEETING

September 12, 2017

MONTGOMERY CITY COUNCIL

STATE OF TEXAS

AGENDA

COUNTY OF MONTGOMERY

CITY OF MONTGOMERY

NOTICE IS HEREBY GIVEN that a Regular Meeting of the Montgomery City Council will be held on Tuesday, September 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

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. City 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:

1. Matters related to the approval of minutes from the Tax Public Hearing #1 held on August 22, 2017, Public Hearings and Regular Meeting held on August 22, 2017, and Tax Public Hearing #2 held on August 29, 2017.
2. Consideration and possible action regarding scheduling a Public Hearing regarding an Alcohol Beverage Permit Application for The Pizza Shack to be located at 19132 Stewart Creek Road, Montgomery, Texas, to be held on October 10, 2017 at 6:00 p.m. at City Hall.
3. Consideration and possible action regarding sale of surplus property – Police Vehicles.
4. Consider and possible action regarding adopting Escrow Agreement and authorizing a Utility and Economic Feasibility Study for the following properties:
 - A. 80-Ac.- First Hartford tract located east of the City limits with the City ETJ south of FM 1097;
 - B. 13.52 Ac. - Villas of Mia Lago, Section 2, located at the northern end of existing Lone Star Bend and south of Bois D' Arc Road, submitted by Estates of Mia Lago, LLC; and
 - C. 30.6076 –Ac. - Lake Creek Village Section 3, Lefco Investments, LLC Development (*Escrow Agreement only*) located at the southwest corner of Lone Star Parkway and Buffalo Springs Drive.

CONSIDERATION AND POSSIBLE ACTION:

5. Consideration and possible action regarding adoption of the following Ordinance:
AN ORDINANCE OF THE CITY OF MONTGOMERY, TEXAS ADOPTING AN OPERATING BUDGET FOR FISCAL YEAR 2017-2018.
6. Consideration and possible action regarding adoption of the Montgomery Economic Development Corporation 2017-2018 Operating Budget.
7. Consideration and possible action to set by Order the 2017 Ad Valorem Tax Rate for Maintenance and Operations, \$0.2043/\$100.
8. Consideration and possible action to set by Order the 2017 Ad Valorem Tax Rate for Debt Service, \$0.2112/\$100.
9. Consideration and possible action to adopt the following Ordinance:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, SETTING THE AD VALOREM TAX RATE OF THE CITY OF MONTGOMERY, FOR THE YEAR 2017 AT A RATE OF \$0.4155 PER ONE HUNDRED DOLLARS (\$100.00) VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY AS OF JANUARY 1, 2017 SPECIFYING SEPARATE COMPONENTS OF SUCH RATE FOR OPERATIONS AND MAINTENANCE AND FOR DEBT SERVICE; LEVYING AN AD VALOREM TAX FOR THE YEAR 2017 PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR COLLECTION AND ORDAINING OTHER RELATED MATTERS.
10. Consideration and possible action regarding adoption of the following Resolution:
A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF MONTGOMERY, TEXAS, SETTING A DATE, TIME, AND PLACE FOR TWO PUBLIC HEARINGS ON THE PROPOSED ANNEXATION BY THE CITY OF MONTGOMERY, TEXAS 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 AUTHORIZING AND DIRECTING THE CITY SECRETARY TO PUBLISH NOTICE OF SUCH PUBLIC HEARINGS.
11. Consideration and possible action regarding loan documents and solicitation of Interim Financing Loan for the Buffalo Springs Bridge Construction Project.
12. Report on the Buffalo Spring Bridge Project by the City Engineer.
13. Consideration and possible action for the approval of the Certificate of Acceptance for Gardner Drive Public Road, Public Waterline, Public Sanitary Sewer, and Public Storm Sewer Project.

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. *(No items at this time)*

COUNCIL INQUIRY:

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

ADJOURNMENT




Susan Hensley, 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 September, 2017 at 4:35 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.

MINUTES OF PUBLIC HEARING

August 22, 2017

MONTGOMERY CITY COUNCIL

CALL TO ORDER

Mayor Kirk Jones declared a quorum was present, and called the meeting to order at 6:03 p.m.

Present:	Kirk Jones	Mayor
	Jon Bickford	Place #1
	John Champagne	Place #2
	T.J. Wilkerson	Place #3
	Rebecca Huss	Place #4
	Dave McCorquodale	Place #5

Absent:

Also Present:	Mr. Jack Yates	City Administrator
	Mr. Larry Foerster	City Attorney

PUBLIC HEARING:

1. Open forum that allows each citizen present to address the governing body to express their concerns on the proposed tax increase. (Limit of 3 minutes)
Public Hearing No.1 of 2.

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

Mr. Yates advised that the total City property taxes are at .4155, providing a total of \$818,414 in taxes, which is an increase of \$127,111. This is solely due to the increase in assessed property value. Mr. Yates said that \$.3660 was the effective tax rate that the City could have adopted that would have brought in the same amount of taxes as last year.

Mr. Yates said that City Council, during budget workshop discussions, felt that keeping the current tax rate and split between maintenance and operations and debt service, would be enough to allow for the increase in services due to community growth in the City.

2. Announcement of the date, time and place that City Council will conduct the 2nd Public Hearing.

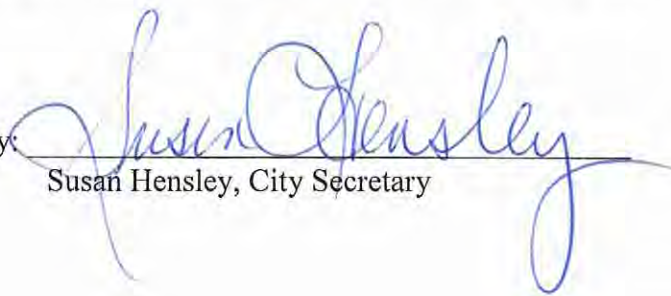
Mr. Yates announced that the second of the two public hearings, as required by law, would be held on August 29, 2017 at 6:00 p.m. at City Hall.

Dave McCorquodale asked, for clarity, in terms of the difference in revenue from the City from last year to this year. Mr. Yates said that amount is \$127,111.

ADJOURNMENT

Mayor Jones adjourned the Public Hearing at 6:06 p.m.

Submitted by:


Susan Hensley, City Secretary

Date Approved: _____

Mayor Kirk Jones

MINUTES OF PUBLIC HEARINGS AND REGULAR MEETING

August 22, 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
 Jon Bickford City Council Place # 1
 John Champagne, Jr. City Council Place # 2
 T.J. Wilkerson City Council Place # 3
 Rebecca Huss City Council Place # 4
 Dave McCorquodale City Council Place # 5

Absent:

Also Present: Jack Yates City Administrator
 Larry Foerster City Attorney

INVOCATION

John Champagne gave the invocation.

PLEDGE OF ALLEGIANCE TO FLAGS

PUBLIC HEARINGS:

Convene into Public Hearings:

1. **Budget Public Hearing** for the purpose of hearing public comments regarding the proposed 2017-2018 City of Montgomery FY Operating Budget. **“This budget will raise more total property taxes than last year's budget by \$127,111 a 16.6% percentage increase, and of that amount \$92,619 is tax revenue to be raised from new property added to the tax roll this year.”**; and

Mayor Jones convened the Public Hearing at 6:08 p.m.

Mr. Yates stated that after the last City Council budget workshop, there was a positive balance of \$144,219.01 in the General Fund, and as discussed, \$15,000 was transferred from General Fund - Police to Capital Projects toward the purchase of a police vehicle, and set aside \$15,000 because they normally buy a police vehicle each year. The remaining balance of \$129,212.01 was put into Contract Labor-Streets line item in Public Works. Mr. Yates advised that the two changes result in a balanced income/expense budget for the General Fund.

The Water/Sewer Fund is budgeted for \$38,764 income over expenditures with \$453,700 transferred from the Water/Sewer Fund to the Capital Project Fund. Mr. Yates said that the Capital Project Fund is being fully utilized this year; a variety of funds going into that account to pay for upgrades primarily to water and sewer projects. Mr. Yates stated that the Debt Service Fund has two new Texas Water Development Board debts to pay, and with the increase in the assessed value the Debt Service Fund will have a balance of \$249,900.

Dave McCorquodale asked to clarify that the City needs about \$15,000 more this year than what it needed last year to operate, in a manner consistent with what they operated last year. Mr. Yates said that was correct and that is with adding a position and a half in the General Fund.

Mr. Yates then presented a brief overview of the 2017-2018 Budget. (A copy has been attached to the minutes.) Dave McCorquodale said that he appreciated the detail in the presentation, and asked Mr. Yates if he could provide a 60 second synopsis of the financial state of the City; leaving last year and going into this year, how he would summarize what he just presented.

Mr. Yates said that they have had a very good year, with a General Fund balance of \$141,000 for last year. Mr. Yates said that he guessed there was about \$30,000, and they ended last year with approximately \$40,000 as a fund balance. Mr. Yates said that they always try to stay low on revenues and high on expenses. Mr. Yates said that the revenues can come in slightly higher, and the expenses have been watched very well.

Mr. Yates said that the Utility Fund was doing considerably better. Mr. Yates said that he remembered one time last year when they did not know if they were going to be positive for the end of the year, and this year they are at \$361,000 revenue over expenditures. Mr. Yates said that part of that is due to the rate increase but it is also watching the expenses. Mr. Yates said that he wanted to commend Mr. Mike Muckleroy and Mr. Michael Williams for the improved maintenance and foresight in maintenance of the water system. Mr. Yates said that he would say that he knows that we are doing much better financially.

Rebecca Huss said that she thought it was important to note, when talking about the money that we've accumulated in the water and sewer fund, there has been a significant period of under investment and under maintenance that we're accumulating funds to address those deficiencies, and those investments are going to be very possible. They are investing in the City's future by saving money now.

Mayor Jones stated to Mr. Yates that, like most small cities, the General Fund Budget is very dependent on sales tax revenue, and asked what the approximate percentage of sales tax revenue was to the whole budget. Mr. Yates said that it is about 55% to 60% because the General Fund revenue is \$3.1 million and \$1.8 of that is estimated to be from sales tax. Mayor Jones said that he remembered a time, maybe a decade ago, where it was nearly 90%.

Mayor Jones asked if anyone would like to speak, and stated that the budget is one of the most important things that City staff and City Council do on behalf of the citizens. It is the roadmap for the up and coming year. There were no comments made.

Mayor Jones adjourned the Public Hearing at 6:26 p.m.

2. Alcohol Beverage Permit Application regarding an Alcohol Beverage Permit Application for the Cozy Grape Wine Bar and Bistro to change their existing Alcohol Beverage Permit to include mixed beverages as submitted by Tom Cronin.

Mayor Jones convened the Public Hearing at 6:26 p.m.

Mr. Yates advised that there have been no comments received from the mail outs that were sent to the people on the tax roll that are located within 200 feet of the Cozy Grape. Mr. Yates said that he did not think that there has been any telephone contacts or any oppositions on the matter. Mayor Jones asked whether anybody from the public wanted to speak. Mayor Jones advised that Mr. Cronin, owner of the Cozy Grape, has a beer and wine permit, and he used to have a mixed beverage permit down the street. Mayor Jones said that Mr. Cronin is combining the two permits. Mr. Cronin advised that according to TABC this is considered a change of location for the mixed beverage permit.

There were no other comments made.

Adjourn Public Hearings

Mayor Jones adjourned the Public Hearing at 6:27 p.m.

Convene into Regular Meeting

Mayor Jones convened into Regular Meeting at 6:27 p.m.

VISITOR/CITIZENS FORUM:

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

Ms. Brenda Ryland stated that she wanted to speak under an item on the agenda.

CONSENT AGENDA:

3. Matters related to the approval of minutes for the Budget Workshop Meeting held on July 20, 2017, and the Regular Meeting held on August 8, 2017.

Dave McCorquodale moved to approve the minutes for the Budget Workshop Meeting held on July 20, 2017, and the Regular Meeting held on August 8, 2017, with the only change being that he did not second any action on the August 8, 2017 minutes, since he was absent. Rebecca Huss seconded the motion, the motion carried unanimously. (5-0)

4. Consider and possible action regarding adopting Escrow Agreement and authorizing a Utility and Economic Feasibility Study for the following properties:

- A. 80-Ac. Mabry Property single family development located east of the City limits with the City ETJ south of FM 1097;
 - B. 5.7-Ac. Peter Hill Development located east of the City limits partially within the City ETJ and south of SH-105;
 - C. 2.3-Ac. Plez Morgan Drive Machine Shop located east of Plez Morgan Drive between FM 1097 and Lone Star Parkway; and
 - D. 1-Ac. Westmont Square commercial development located west of Liberty Street and north of College Street.
5. Consideration and possible action regarding authorize street closures for the Wine and Music Festival beginning on Friday, September 15, 2017 at 5 p.m. through Saturday, September 16, 2017 for College, McCown, Maiden, Caroline, and John A. Butler Streets.
6. Consideration and possible action regarding authorizing the Alcohol Beverage Permit Application for the Cozy Grape Wine Bar and Bistro to change their existing Alcohol Beverage Permit to include mixed beverages as submitted by Tom Cronin.

Mayor Jones asked if there were any questions on the next items, 4-6 on the Consent Agenda,

Rebecca Huss said that she had a question on Agenda Item 4, Feasibility Studies, and whether the prices were different because of the size of the parcels. Mr. Ed Shackelford, City Engineer, said that was correct.

Dave McCorquodale said the Feasibility Studies are in no way an endorsement of the City, these are common projects that we hope to go forward; the study determines the pros and cons of each project that we are considering.

Mr. Shackelford said that the Study will help identify what is necessary to extend utilities to the properties and evaluate the economic feasibility of the project. Mr. Shackelford stated that then they would bring that study back to City Council for consideration, which in most cases, they accept and then it's up to the developer to decide whether he can afford to proceed.

Mayor Jones asked if there were any other questions on any of the other Consent Agenda items.

Rebecca Huss said that for the Antiques Festival, they work really hard to make sure that the Old Montgomery Steakhouse customers have been able to access their parking lot, and the supply trucks have been able to deliver food supplies so that their business has not been disrupted by the event. John Champagne asked if that has been an issue. Rebecca Huss said that it has been an issue.

Mayor Jones said that the Wine Festival is different than the Antique Festival. Rebecca Huss said that it is, but the business is still important to the people that run it. Mayor Jones said that this is the exact same thing that has been asked the last several years.

Mayor Jones said that they will work it out and he did not think that City Council needs to worry about it. Rebecca Huss said that they can ask that they work it out. John Champagne asked who they would ask to work it out.

Dave McCorquodale said that would mean the owner of the Old Montgomery Steakhouse and the parties that put the event on, meaning The Chamber. Dave McCorquodale asked when we close that road, we're not prohibiting deliveries during this time for their business. John Champagne asked if that was an issue. Rebecca Huss said that it has been an issue in the past. Dave McCorquodale also said that it has been an issue in the past.

Mayor Jones asked Miss Shannon Reid to speak to this matter because she has been doing this for years and she can tell us how it works.

Miss Reid advised that when she communicates with the Ashenbakers, their deliveries are on Friday morning and that doesn't impact our street closures, because as you see the street closures begin at 5:00 p.m. or after the close of business. Miss Reid said that they try to leave the streets open as much as possible until all of businesses finished at the end of Friday night. Miss Reid said that they have not had any complications with Wine Festival in the deliveries to Old Montgomery Steakhouse. That problem occurred during the Antiques Festival because it covered a larger span of time.

Dave McCorquodale said that everybody's going in with eyes wide open. Mayor Jones said that it was not their first rodeo. Dave McCorquodale said absolutely, but it would be remiss of Council not to just make sure. Mayor Jones said that the comments were so noted and asked Miss Reid to make sure this was taken care of. Miss Reid said that she absolutely would take care of it.

Jon Bickford said that it might be a good idea to have Miss Reid let City Council know at the next Council Meeting that she has checked with the Old Montgomery Steakhouse and everything is good to go for the Wine Festival. Mayor Jones said that City Council does not need to know that, they will take care of the matter, he promised. Jon Bickford said that apparently somebody had a problem. Mayor Jones said that somebody has a problem, but there is not a problem.

Dave McCorquodale said that it sounds like there is a problem. Dave McCorquodale said that he wants to make sure that everybody downtown is okay.

Rebecca Huss said that it is the Council's business, in that we're closing the streets and we are causing the circumstances that we're talking about.

Mayor Jones asked if City Council heard the schedule, they will close the streets down Friday night and the deliveries occur Friday morning. Rebecca Huss said that was correct, but they are also open on Saturdays. Mayor Jones said that on Saturday the whole parking lot is shut down, as part of the festival. Mayor Jones said that is not for City Council to decide regarding the parking lot.

Dave McCorquodale said that he thinks that if City Council decides to close down the streets, he thinks it is incumbent for us to ask every issue of closing down the street. Dave McCorquodale said that he was confused about how closing down the street doesn't involve making sure that access to the streets is sorted out. Mayor Jones said that the streets are closed and there is no access, which is the purpose of closing a street. Dave McCorquodale asked if deliveries are scheduled to be made down a public street, is it not our issue to make sure that everybody's on the same page?

John Champagne asked whether there would not be some communication between a business owner and the people charged with running this Festival. John Champagne asked how many years have they been running the Festival. Miss Reid advised that this will be the twelfth Festival. John

Champagne asked if there has been communications between the business owners and the Festival people. Miss Reid said that there has been.

Dave McCorquodale moved to keep the City Council out of closing the streets for any festivals that rely on this body to close down streets in order to enact a festival.

Mayor Jones asked if that was a motion.

Dave McCorquodale advised that yes, it was a motion.

Dave McCorquodale said that he moved to keep the City out of the business of closing streets if we're not interested in making sure business deliveries are made during those dates. If we're not concerned about delivering to those businesses during those dates, why are we closing down streets?

Mayor Jones asked if this was a proper motion for the agenda item. Dave McCorquodale asked how that is not a proper motion.

Mr. Foerster said that this is all part of the Consent Agenda and you may want to pull this item out of the Consent Agenda.

Dave McCorquodale moved to approve items 3 and 4 of the Consent Agenda as presented. T.J. Wilkerson seconded the motion.

Discussion: Mayor Jones asked if they wanted to include Item 6 in the motion.

Dave McCorquodale amended his motion to include items 4 and 6 as presented. Rebecca Huss seconded the amended motion, the motion carried unanimously. (5-0)

Mayor Jones said that with regard to the street closures, there was a motion by Dave McCorquodale and asked if he would repeat the motion.

Dave McCorquodale moved to ensure that if the City Council authorizes closure of streets, we also authorize City staff to ensure that coordination is made between businesses and the Festival presenters to ensure that business deliveries are made on time and without interruption.

Jon Bickford asked, to make sure he understood, that they are going to close down the street, and rather than have The Chamber of Commerce be responsible solely and authorized to declare whether or not a business is going to get deliveries, they need to check with the City. Dave McCorquodale said that was absolutely correct.

Dave McCorquodale said that he was asking that, if they authorize closing down the streets, we are authorize to take responsibility for businesses that don't get deliveries during that time.

Rebecca Huss said that the issue came up four or five years ago when the festivals were talking about putting up a fence to charge admission, and businesses within the fenced area were concerned about the economic impact of people that were not willing to pay. Rebecca Huss said that it was discussed and it really was a bigger discussion of whether the City should impose things on businesses that are not good for those businesses, for the benefit of festivals. Rebecca Huss said that she guessed this was what Dave McCorquodale was talking about, when you have a street closure, if it's not good for a specific business, are there ways that we can mitigate that, or should we do something that could harm a business.

Mr. Cronin said that they just planned for the event, and he knew that the Old Montgomery Steakhouse has been around a lot longer than he has. Mr. Cronin said that all of the food purveyors deliver first thing in the morning, and the alcohol purveyors usually delivery midafternoon because they all want to be back in their warehouses by 5:00 p.m. because of traffic. Mr. Cronin said that as a business owner, he did not really see the road closure as being an issue, he just thought that it takes some planning. Mr. Cronin said that the reason that they block off streets is primarily for safety, and if it is an issue with the Old Montgomery Steakhouse, then find a route, possibly Clepper to Maiden. Mr. Cronin said that he did not know any other business owners that have an issue. Mr. Cronin said that as somebody that operates a restaurant, he never had that issue.

Mr. Muckleroy said that he spoke to Miss Ashenbaker before the last festival, and the delivery that's in concern comes in on Maiden Street, and that portion is never shut down, it shuts down at

College. Mr. Muckleroy said that it was not an issue last time; they came in and out and there were no barricades in the way.

Mayor Jones said that we have been doing this for 12 years and suddenly we are having a problem. Mayor Jones said that there was a motion on the floor.

The motion died for lack of second.

Dave McCorquodale said that he does not want somebody dealing with this just because it is the way we've always done it. Dave McCorquodale said that if everybody downtown is working it out, that's awesome. That's what we want, but ignoring somebody, is not working it out. Mayor Jones said that was not the plan, it is not being ignored. Mayor Jones said that he was speaking passionately on other side because for the last 12 years he has been intimately involved, and he knows what goes on and he understands that concern, but they have it worked out and have for a long time. Dave McCorquodale said that what they are asking for this year is what they did last year, assuming that is going to carry over this year. Mayor Jones said that the same personnel is involved.

John Champagne asked what has changed. Mayor Jones said that nothing has changed. Jon Bickford asked if this could be as simple as if a business owner needs a delivery made, that the City authorize the opening. Mayor Jones said that the streets are not closed until 8:00 or 10:00 p.m. on Friday night. Dave McCorquodale said that on the agenda item it says 5:00 p.m. Jon Bickford asked if the suggestion that he made would solve the problem. Dave McCorquodale said that it would.

Jon Bickford asked whether it was as simple as not giving The Chamber the authority to say that they can't do that, so the business owner is not stuck. Dave McCorquodale said that on the surface, what they are saying is, The Chamber can close streets as they wish, and if anyone else has an issue they can work it out.

John Champagne asked who is enforcing the closure of the streets. Mr. Yates said that ultimately he would say, himself and the Chief of Police. John Champagne said that if a delivery needs to be made, wouldn't it be appropriate to check with the Police. Dave McCorquodale said that was

what he was asking to make sure. John Champagne said that in his mind, they have a check and balance, the streets are closed by the function of the presence of City Police.

Mayor Jones said that if there is a barricade in somebody's way, they will run right through it, or they will move it. Dave McCorquodale said that what they are relying on is an open invitation to not obey the law. Dave McCorquodale said that what he is asking for is to make sure that everybody downtown is on board with the street closures and when they happen.

John Champagne said that he was about to make a motion, and said that he still did not get it, but he respects Dave McCorquodale's position and opinion, but he does not get this. Jon Bickford asked if someone has complained or something.

Dave McCorquodale said that he wanted to make sure that everybody whose livelihood depends on downtown businesses has the same input to street closures. Mayor Jones said that they get their input, they just don't come here to give it; they work with The Chamber. Dave McCorquodale said that if they are not a member of The Chamber, they're not allowed. Mayor Jones said that it does not matter if you are a member of The Chamber. Dave McCorquodale said that if they vote to close streets, it is not The Chamber's issue. Jon Bickford said that if there is a reason and somebody had a specific issue with the street closures they should come tell us.

Mayor Jones stated that the motion on the floor has died for lack of second and asked what Council was going to do.

John Champagne moved to approve the closing of College, McCallum, Maiden, Caroline, and John A. Butler as shown on the map, including the consent agenda item. John Champagne said that his motion reflects what he just read.

Mayor Jones asked if there was a second; the motion died for lack of second.

Jon Bickford moved to authorize the street closures for the Wine Music Festival beginning on Friday, September 15th at 5:00 p.m. through Saturday, September 16, 2017 for College, McCallum, Maiden, Caroline, John A Butler streets, and that, in the event, that a business holder needs a delivery made, they call the City and make arrangements to have that done. Dave McCorquodale seconded the motion.

Discussion: Mayor Jones said that was not practical. Dave McCorquodale said that the arbitrator is the City. Mayor Jones said that the event is on Saturday night. Jon Bickford said that the City could be the Police Department or Mr. Yates. Mayor Jones asked if that included Council members and the Mayor. Jon Bickford said that he did not think that City Council members could, but the Mayor probably could. Mayor Jones said that he would probably be down there and he could move a barricade as easy as anybody. Jon Bickford said that would be perfect.

The motion carried with 4-Ayes and 1-Nay by John Champagne. (4-1)

CONSIDERATION AND POSSIBLE ACTION:

7. Consideration and possible action on Department Reports.

- A. Administrator's Report – Mr. Yates presented his report to City Council. Mr. Yates said that during the month he had spoken to the April Sound Men's Club, attended the TxDOT Community Meeting and worked with staff and Council on 2017-2018 budget preparation.

Mr. Yates said that he had included a Buffalo Springs Bridge Waterline Chart that shows the project that they're designing now to be completed by February. Mr. Yates stated that it's basically the same time period as the bridge, because the waterline underneath the bridge is in connection with the FEMA Project. Mr. Yates said that the FEMA Project Report will be presented later. Mr. Yates said that he also had the Gantt chart showing the schedule for the bridge and Flagship Boulevard paving, which was completed last Thursday.

Rebecca Huss said that she was the first one to drive on Flagship Boulevard, it was great. Rebecca Huss said that today, especially it was really nice to have it because of the whole FM 149 south experience would have been worse without it. Mr. Yates said that he meant to drive on it today. Rebecca Huss said no he should not have, but she was sure that we will discuss it more during the Police Report.

Mr. Yates said that he would like to commend Susan Hensley, City Secretary, for her excellent work on the City insurance. Mr. Yates said that what Ms. Hensley did was save the City about \$7,000, while adding about \$4.5 million dollars to our insurance

inventory, which was done by working with the City Engineer and knowing the system. Mr. Yates said that it was excellent work and we came out of it \$7,000 cheaper and with much better insurance coverage. City Council thanked the City Secretary.

Dave McCorquodale said that in the report it states that Mr. Yates took MEDC minutes, and asked how long that took him to prepare them. Mr. Yates said it took about 30 minutes to do the minutes. Dave McCorquodale said that the two meetings lasted about 30 minutes each. Mr. Yates said that he does summary minutes. Mayor Jones said that they are not long, detailed minutes. Mr. Yates said that they are about two pages that takes him very little time to prepare. Mr. Yates said that he makes a memo during the meeting and then uses his transcribing program to type out the minutes.

- B. Public Works Report – Mr. Mike Muckleroy presented his report to City Council. Mr. Muckleroy advised that they replaced several damaged street signs, replaced the air conditioner on Well 2 control room, finished the painting of stop bars and speed humps, and repaired the ditch on Bessie Price Owens. They had 5 water taps, 3 sewer taps, 4 water leaks and zero sewer stop ups for the month.

Mr. Muckleroy said that they will be renting a crack sealing machine next month. They can get a week rental and two pallets of products for around \$4,500. Mr. Muckleroy said that they should be able to get quite a bit of sealing done. Mr. Muckleroy said this will be a big savings versus paying somebody to do it. Jon Bickford said thank you for doing that. Mr. Muckleroy said that they are going to try to start doing this once or twice a year, depending on how much they are going to get done.

Mr. Muckleroy said that on the park side, they repaired the check valve on the suction line from the Memory Park problem, installed a section pipe for storm water runoffs at Cedar Brake Park, repaired the footbridge at Memory Park and cleaned graffiti from the restrooms at Cedar Brake Park. Mr. Muckleroy said that the docents of Fernland reported 486 visitors for the month, and they provided 47 tours. Mayor Jones asked how many photographers are paying the \$250 permit. Mr. Yates said that he thought it was about 8 photographers. Jon Bickford said that they had done a little shift with some of them going over to Memory Park. Mr. Yates said that he has been asked to carry the permit fee over to Memory Park, but the reason that they talked about before was they did not really have a way of enforcing that. Mayor Jones said that you would

think one permit could get you both places. Jon Bickford said that they are not paying at one place, and they're going to the other so it would be great if they could pay for both.

T.J. Wilkerson said that he saw there was graffiti at Cedar Brake Park, and asked if they had any incidents at Homecoming Park. Mr. Muckleroy said that they had a pretty major mural painted at Homecoming Park this month, which will be on next month's report. Mr. Muckleroy advised that they had painted on all three sides of the building, so they went over immediately and covered it over trying to make a statement that it wasn't going to stay around, and it has not happened again.

Rebecca Huss asked if the Entergy fix that was being done worked. Mr. Muckleroy advised that it had not. John Champagne asked where they were with the Entergy problem. Mr. Foerster advised that the letter went out to Entergy, but he had not received any response. Mr. Muckleroy advised that Entergy came out and did an adjustment to a major step down transformer, by Phil's, that is taking 20,000 volts down to 7,600 volts. Entergy did some tweaking on it and it did not work, then they came back and they essentially cut most of the feed after the Well, and put it on Old Plantersville Road, converting 7,600 volts to 20,000 volts. John Champagne said that he appreciated that information, but asked if it worked. Mr. Muckleroy said it has not worked as of yet. Mr. Muckleroy said that they are still working on it, in fact, he met with the Entergy rep today at 4:30 p.m. Entergy is going to send a service guy out tomorrow and they are going to actually try to run the Well while they're on site, so they can compare the readings they're getting from their power monitor versus the one that we have and see what kind of leads we're getting. John Champagne said that other than this continuous mediocrity of customer service, what's the next step that we can do? Mr. Muckleroy said that since the letter went out, customer service has improved and they are constantly contacting us and actively trying to resolve this problem. Mayor Jones said that the attention we're getting now would have been nice months ago. Rebecca Huss asked if Entergy was also focusing on Well 4. Mr. Muckleroy said that it was one at a time, because they know about Well 4. Rebecca Huss said that they are only pumping regulated water when they fix Well 2, we will still only be pumping regulated water, and we need the Catahoula water. Mr. Muckleroy said that in the grand scheme, that's permitting issues that can be dealt with, Well 2 is a redundancy

that, if that well is down, that's our backup. John Champagne said that the point is it's increasing our cost of operation, markedly.

Mayor Jones said that someone suggested that we put a soft start on those motors that might help. Mr. Muckleroy said that is still a possibility, it's just if Entergy can fix it on their end like we think they should be able to, there would be no need for us to buy a soft start. John Champagne asked whether staff had totaled the additional expense incurred because of this problem. Mr. Muckleroy said that he did not think they have a total. John Champagne said the next letter needs to include that information. Jon Bickford said that they also need, to the best you can, keep track of the time that everybody is spending on chasing that around too. Mr. Muckleroy said that they are actively trying to fix our problem and it is not like it was a month ago, and they are supposed to do another test tomorrow.

John Champagne asked if all the generators are operable and ready to go. Mr. Muckleroy advised that they were. Jon Bickford said that there is a storm brewing. Mr. Muckleroy said that they have a preventative maintenance program. Jon Bickford said that they need to double check them before Saturday. Mr. Muckleroy said that he would.

Jon Bickford asked who owns the Freedom Festival. Rebecca Huss said that was The Chamber. Jon Bickford asked about clean-up after the event, and why staff is involved with Freedom Festival clean-up. Mr. Muckleroy said that they go Monday morning and pick up barricades and start picking things up that need to be cleaned up. Jon Bickford asked if it is cleaning up trash and mess. Mr. Muckleroy said that there is usually stuff left behind. Jon Bickford asked if that was not the responsibility of the Freedom Festival folks. Mr. Muckleroy said that it should be, but if there is stuff there they are going to pick it up and not leave it. Mayor Jones said that the biggest issue is the parade and all the candy that gets thrown to the crowd. Mr. Muckleroy said they picked up candy for hours. Jon Bickford said that, if we are going to continue to have events, then there is an expectation that it is cleaned up afterwards. Mayor Jones said that was correct. Rebecca Huss said that when she lived in Kingsville she did the local parade and they did not allow throwing candy. Jon Bickford said that to him it was more of a process detail; he was more concerned with the fact that if you are going to have a festival, you clean up or pay the City and we will do it. Mayor Jones said that

for the most part they do; they bring the barricades and extra trash cans. John Champagne said that the City could invoice them for the cost of cleanup. Jon Bickford said that he thinks they need to do that because he is getting frustrated by hearing this over and over again. Jon Bickford said the City charges if you use Community Center and leave it a mess. Mr. Yates said that he would look into charging for cleanup.

Mr. Foerster advised that it was just an observation, but the City of Willis, in their parade ordinance does not permit the throwing of candy, which was based on the Police Chief's concern about security, i.e., children running under vehicles while running to get candy, and doing things that put them into harm's way. Jon Bickford said all that makes great sense. Jon Bickford said that he was also talking about cups, paper, trash, bottles, cans and all the rest of the stuff that is left behind. Jon Bickford said that it should include all the festivals.

C. Police Department Report – Chief James Napolitano presented his report to City Council.

Rebecca Huss said that she really appreciated the breakout of the information and said that it was exactly what she has been asking for and what she wanted to see. Rebecca Huss thanked Chief Napolitano.

Chief Napolitano said that they are also working on trend lines. Chief Napolitano advised that the problem they are having is they have a system called Copsync, which was purchased just as he was arriving as Chief, four years ago. Chief Napolitano said that they have tried to make Copsync work for the Court and for the Police and it seems to be working pretty well now. Chief Napolitano said that the Sheriff's office, who dispatches us, uses a new system called Spillman, which changed the parameters of how we have to operate with them. We don't pay for Spillman, we pay for Copsync, and sometimes for us to get information out of Spillman, we would have to be a paying customer. Chief Napolitano said that they have been able to get trend lines and will be able to get something to look at in the future.

Chief Napolitano said that there are two kinds of calls that we have for service. One that comes from dispatch and others that are self-initiated by the officer. Chief Napolitano said that if an officer is driving down the road and notices somebody speeding, he or she makes contact, which is a self-initiated call by the officer not by the dispatch. Chief Napolitano said that they are going to work on that information so that it becomes clear for you to make assessments of what the department is doing.

Rebecca Huss said that it took her two hours, round trip, to get to the school and she can see the school from her house. Rebecca Huss said that something needs to be done and we need to be billing MISD. Rebecca Huss said that she saw three police officers in the morning, and MISD had one officer. Chief Napolitano said that the City had 5 officers working. Rebecca Huss said that we need to be billing MISD for overtime, we need to be doing citations, because they built that school. Rebecca Huss said that when Bobby Morris came to our office, he said they would have less students, so there would be no problem with the traffic. Rebecca Huss said that they put more students there and they made no effort to adjust anything to deal with traffic. Mayor Jones said that when they had that conversation they planned on the other school. Rebecca Huss said that he knew but made no changes. Mayor Jones said that there is 150 more children in that school than was intended. Chief Napolitano said that on the first day of school, everyone has to be driven to school, and the other problem is that it is a kindergarten and Pre-K and a lot of the parents want to drive.

Chief Napolitano said that they were having a lot of conversations with people today and they were trying to move traffic as quickly as possible. Chief Napolitano said that they did really well with the high school traffic east and west, but when it turned south bound on FM 149, everybody just stopped in the middle of the road.

Rebecca Huss said that it was crazy; the bank was blocked by 2:30 p.m. and school is not let out until 3:40 p.m. Chief Napolitano said that they are going to work on that tomorrow.

Rebecca Huss said that the school has to be part of the solution, they cannot say that they are on a TxDOT road and they are off the property, and it's not their problem.

Rebecca Huss said that they must be paying for it, so that they can make their problem to be part of the solution, they cannot push that back on to the City.

Mr. Yates said that the principal of that school and Chief of the MISD met roughly two weeks ago, and he said that he would do whatever it took. Mr. Yates said that he will talk to the MISD Chief and insist that they need to hire more people or do whatever else to solve the matter. Mayor Jones said that he did not think that more police would solve the problem.

Chief Napolitano said that Officer Carswell had a major operation today, and he did well, so thoughts and prayers for Officer Carswell.

- D. Court Department Report – Rebecca Lehn-Kendall, Court Administrator, presented her report to City Council. Rebecca Huss asked if Mrs. Kendall had hired a warrant officer. Mrs. Kendall said that it would probably not be until after October 1, 2017. Jon Bickford asked if they were interviewing.

Mrs. Kendall said that her vision for warrants is that they are going within the department first. They will allow the officers to apply and see who wants to come over, if not we will put it out to the public. Mrs. Kendall said that this is the one position that can support itself. A lot of departments have warrant divisions and that's all they do, which is what she is hoping for. Rebecca Huss said that she would like to get somebody in there who will really work the warrants. Mrs. Kendall said that warrants are down right now. Mrs. Kendall said that for the past two years we were only at 5,000 and they have doubled that in the past month. Mrs. Kendall said that people are paying instead of wanting to go to jail. A lot of it is has to do with OMNI, meaning that they might have gotten their driver's license three years prior to getting the warrant.

- E. Utility/Development Report – Mr. Yates presented the report to City Council. Mr. Yates advised that during this past month they issued 34 permits for a total of \$8,343 and received \$1,865 for rental of the Community Center. Mr. Yates stated that there are 594 active water accounts.

Mr. Yates noted that they are also continuing to monitor the City account consumption and all of those reports are all in, especially the sewer plant water consumption was down to 1,000 gallons this past month due to the recycling apparatus. Mayor Jones

said that it used to run 200,000 gallons per month, so that recycling equipment paid for itself. Jon Bickford said that Memory Park is still higher than anything else.

- F. Water Report – Mr. Mike Williams, with Gulf Utilities, presented his report to City Council. Mr. Williams reviewed the district alerts, and said that out of those alerts, nine were due to a power balance at Well 4. Mr. Williams said that the other issues were on June 20th; they had an issue with the Waste Water Treatment Plant where there was a bad coupling.

Mr. Williams advised on July 7th, Water Plant 3 had a leaking coupling at the bottom of the cooling tower, and NTS was able to replace the pipe and fitting. Mr. Williams said that on July 14th, Lift Station 3, pump 2 had high run times again, so the pump was pulled and deragged, and Lift Station 9 had to have the pumps deragged.

Rebecca Huss asked if Lift Station 3 was going to be like Lift Station 8, where in six months we're going to look back and say, "why didn't we buy a new motor?" because we could have paid for it with all the extra fall-outs? Mr. Williams stated that actually, the most recent development; Lift Station 3 will need a new motor, which we discussed this morning during the weekly conference call.

Dave McCorquodale asked about the process when Mr. Williams has to call NTS. Mr. Williams advised that they will either pull a claim file for NTS, or NTS will. Mr. Williams said that it would depend on availability, and to keep the cost as low as possible if they have a truck in, we are going to call NTS, so that you all, in the end, pay less money. Dave McCorquodale said that was his question and he was just making sure that in terms of whoever ends up resolving the issue, it is still as official as it can be in terms of what the City is looking at in terms of overhead cost.

Mr. Williams advised that the effluent trend for the month of June was 4,092,000 gallons. Mr. Williams said that the daily peak flow was July 10th at 386,000 gallons, and 97% of the permitted value. Mr. Williams said that on that day they we had about 5 ½ inches of rain. The average daily flow for the month was 130,000 gallons, 33% of the permitted value. Mr. Williams stated that for this time frame they are at 99.3%

accurate. Rebecca Huss said that she loved it when it shows 106% accuracy. Mr. Williams advised that the 106% did stand out, but that was also the same day that they had 5 ½ inches of rain, so it does skew the information when you have that much flow coming in.

Mr. Williams advised the permit and the discharge limitations. All samples from the month of July are comfortably within range; at the end of the month, they had 6.37 inches of rain. Mr. Williams stated that the rain gauge from the sewage treatment plant totaled out to 92% accountability. Mr. Williams said that it was a little below average this month, but does recall last month they were at 101%, so it might have been a little of balancing out, also new developments might be doing some flushing, not through their hydrant meter.

John Champagne stated that in July, the City had over 6 inches of rain; in June we had 3 inches, cumulative, and Memory Park has twice the consumption of water in July. Mr. Williams said that in the month of July they pretty much got all of the rain in one day. Jon Bickford said that he just did some quick math, and Memory Park used 200,000 gallons of water in July. Jon Bickford said that was 10 times the average household, 20 times the amount of water we used in Cedar Brake Park, 40 times the amount of water we used at Fernland Park, and it's 100 times the amount of water that we used at Homecoming Park. John Champagne asked about the cost to get water to the tap. Mr. Yates said that if the water costs \$4.50 per 1,000 gallons. John Champagne asked what would be the cost to the City for 200,000 gallons of water. Rebecca Huss said she thought it would be about \$800 at the most.

Rebecca Huss said that since we are at the end of August there is 30% remaining on our 2017 permit which means that we have already exceeded our permit level. Mr. Williams advised that we have not exceeded our permit level as of yet. Mr. Williams said that they have about 15% of it left. Mr. Williams said that they have increased the usage out of Well 4, which has required a lot more resetting and he is teaming up with Mr. Muckleroy to accomplish. Mr. Williams said that Mr. Muckleroy has gone through training sessions on how to reset it and he has been taking on a lot of the resetting without costing the City a substantial amount.

Mayor Jones asked about a soft start and how much it costs. Rebecca Huss said that for a school building it costs about \$400,000 to run all their air conditioning and other

equipment. Mr. Shackelford said that he did not have number on it, but he would check on it. Mr. Shackelford said that the interesting thing is, a couple of years ago Well 2 was operating just fine without any adjustment to their system. Mayor Jones asked whether it would be better to soft-start a motor, for the life of the motor. Mr. Shackelford said that as he understood, yes, but he was not an electrical engineer.

Mr. Williams discussed the Water Accountability Chart. Rebecca Huss said that the accountability was ridiculously low. Mr. Williams said that it is slightly lower than average this month. Mr. Williams said that they are going to make sure that the contractors are using their hydrant meters to flush.

G. Engineer's Report – Mr. Shackelford presented his report to City Council. Mr. Shackelford advised that they still have, on the Joint Mobility Study, a meeting with Precinct 2, which has been scheduled. They will discuss the recommendation on the mobility study. Mr. Shackelford said that, on the Wastewater Treatment Plant Permit renewals, they have received Stewart Creek and they are waiting on the Town Creek Permit. Mayor Jones asked if those permits last 5 years. Mr. Shackelford said that was correct.

Mr. Shackelford said the 12 inch waterline in front of Heritage Place Medical Center Building, has been installed, tested and the contractor is making the connections. Mayor Jones asked about the line on Caroline Street. Mr. Shackelford said that line has been disconnected. Mr. Muckleroy said the new line on Carolina is active. Mr. Shackelford said that the stretch between SH 105 and Caroline has been abandoned and then the new connection made.

Mr. Shackelford said that regarding the Buffalo Springs Bridge, they have been talking with FEMA, and Mr. Roznovsky has been stressing the deadline for submission is September 1. Mr. Shackelford said that FEMA has said they are going to give us all the information we need to be able to submit. Mr. Shackelford said that the grant administrator will be working on the environmental, and the U.S. Army Corp. of Engineers has received our submittal and is going through their reviews. Mr. Shackelford said that they can be advertising during the environmental review, they

can also accept bids, but they can't execute contracts. Mayor Jones asked how long before they can put it out for bid. Mr. Shackelford said that it would be about 30 days.

Mr. Shackelford discussed the water distribution system analysis and metric plan, Capital Project No. 3, Downtown and SH 105 Waterline Replacement Project, which is the one that replaces the line on SH 105 and makes a connection to Water Plant 2. Mr. Shackelford said bidding is to occur during the November/December time frame, and contracts estimated to start in January 2018.

Mr. Shackelford advised that the Water Plant 3 Project, which is doing some of the items that were found on the Water Plant Inspection Report, but also adds the second cooling tower, repairs or replaces the ground storage tanks, and basically improves that facility so that we have full cooling capacity. Mr. Shackelford said that construction is slated for February 2018.

Mr. Shackelford said that Lift Station 1 Replacement, which is another Water Development Board Project, and they have provided comments to the City's attorney on the Montgomery EDC Agreement, which is instrumental in providing additional land for the Sewer Plant. Mr. Shackelford advised that once they have that agreement and funds from the developer in escrow with the City, they are prepared to start design. Mr. Shackelford said that it will take roughly six months to design and seven months to construct. Mr. Shackelford said that they are trying to get the southwest corner store up and running by January 1 of 2019, which is not dependent upon Lift Station renewal or replacement. Mayor Jones asked if they could tap in and out front. Mr. Shackelford said that they can still get there.

Mr. Shackelford said that the other Water Development Project, which is fairly significant for Station 3 Force Main reroute, and noted that right now it goes to gravity lines and feeds to the Town Creek Sewer Plant. Mr. Shackelford said that the reroute is to realign that force main to discharge to Stewart Creek. Mr. Shackelford said that they think construction on that will start about November of this year. Mr. Shackelford said that Mr. Williams made reference to the televising and cleaning on FM 149 in his report, the contractor was Magna Flow. Mr. Williams stated that the project was

around \$17,000 worth of work and it looks like they have created more than \$18,000 worth of damage to the system. Mr. Shackelford said that it was his understanding that as they were jetting the line, they were not capturing the debris that was being jetted, and the debris made its way to this Lift Station. John Champagne asked if we have paid them. Mr. Shackelford said that they have not been paid. Mayor Jones asked what kind of debris that would be. Mr. Shackelford said that it was rocks. Mr. Shackelford said that it was something that would jam the impeller and not allow the impeller to work, so they are evaluating that damage. Mayor Jones asked if the contractor is done with what they intended to do. Mr. Shackelford said that they are done with the televising and cleaning, but they still have videos to deliver to us. Mr. Shackelford said that they are looking at the total value of the damage caused, and they are looking at City's contractors' time to deal with the issue.

Mayor Jones asked if we quickly replaced the impellers. Mr. Williams said that they currently have rental pumps in their place. Mr. Shackelford said that they have notified the contractor and they're liable for the damage, so they are looking at that. Rebecca Huss asked to make sure that they are not going to hold the videos back as part of this. Mr. Shackelford said that this is a sizeable company, so that should not be an issue. John Champagne asked if this contractor was the lowest bidder. Mr. Shackelford advised they were the lowest bidder, but they also did not have many bids because it was a small project.

Mr. Yates advised that they were going to have a conference call tomorrow morning at eleven o'clock to discuss the results of Magna Flows answer and how to proceed. Mr. Yates said that it would either be an insurance issue or they just pay us, or make the replacement.

John Champagne asked if using rental pumps were because impellers were not available at this point. Mr. Williams said that they take time to ship and each part is not readily available, so they are looking anywhere from a couple of days to two months to get the part delivered.

Mr. Muckleroy advised that rental is a standard procedure when one pump goes down, especially with the size of Lift Station 2.

Mr. Shackelford advised that, if replacement parts are on the shelf, it is a quick turnaround, but if not, they have to be ordered and it could take two to three months. Mr. Shackelford said that they are working with Magna Flow to get this resolved.

Rebecca Huss asked if they are going to follow this up with smoke testing, because even if you did or did not find damage in the line from the televising, the smoke testing might reveal damage so it would make sense to do both. Mr. Shackelford said that smoke testing would be most beneficial on the service lines, or the public lines of the building. Mr. Shackelford said that they will find that in brand new subdivisions where the power company has driven a ground rod through a gravity line.

Rebecca Huss said that you can't assume that everything is fine because you televised here, so she is wondering if it makes sense to have the two work together, so that you can be relatively sure that this area has been thoroughly tested on both sides. Mr. Shackelford said that they would get with Mr. Williams and work through that.

Mr. Shackelford reviewed the Water Plant Inspection Form. Rebecca Huss asked if they had all of the things already planned to fix and repair, and do they have that money allocated or are there things that are pretty urgently required to be addressed. Mr. Shackelford said that it needs to be addressed when Water Plant 3 construction occurs and some of it was already in test paper.

Mayor Jones asked about the FM 149 Widening Project going south, and how far this way are they're going to come. Mr. Shackelford said that it would not be very far. Mayor Jones asked if it would be up to the City limits. Mr. Muckleroy said that he got a utility locate request going from Keenan to Montgomery City limits. Mr. Shackelford said that it looks like they are making certain that they can have 12-foot lanes, plus shoulders.

Mr. Shackelford said that Buffalo Springs Shopping Center Phase Two, the water and sanitary sewer lines are in, so the developer is ready to move forward with construction of the drainage phase.

Rebecca Huss asked about the Living Savior Lutheran Church, and said that she heard a rumor that they were planning on removing the old Methodist Church. Mr. Shackelford said that he had not heard that rumor. Rebecca Huss said that if they should see those plan, she is sure that is a historical building in the Historic District. Mr. Shackelford said that he knew it was not part of the original plans.

Mr. Shackelford said that they are still working with the developers of Villas of Mia Lago to resolve differences of opinion on what they want to design versus what the County is constructing on Lone Star Bend. Mayor Jones commented that was still not resolved. Rebecca Huss asked what needs to happen to resolve the matter. Mr. Shackelford said that they have offered back a recommendation to the developer's engineer and he has revised the drawings. Mr. Shackelford said that now the developer is asking questions about what the potential cost are that are associated with what they suggested and recommended. Mr. Shackelford said that he is working on getting those costs identified, but other than that they have addressed all the other issues.

Mayor Jones asked if this non-resolution is holding up the project. Mr. Shackelford said that the contractor for the County was able to move over to Bois D'Arc and reconstruct that street. Mr. Shackelford said that it was his understanding that contract would be ready to move to Lone Star Bend in mid-to-late September, so we don't have a whole lot of time to get this resolved. Mayor Jones asked what they were talking about, a couple of feet elevation between the two places. Mr. Shackelford said they told the developer there needs to be a junction box where the culverts cross the road on the north and west side, adjacent to his development and he's asked a price for that box.

Rebecca Huss asked if there is a possibility that this whole thing can fall apart if the County gets tired of waiting or if this slips passed. Mr. Shackelford said the contractor that's doing Lone Star Bend is also the same one doing Bois D'Arc which is also the same one reconstructing Lone Star Parkway. Mr. Shackelford said that on Lone Star Parkway, the contractor is going to be here through October or November of this year, and he has also been in a couple of other projects in the immediate area. Mr. Shackelford said that he was at Commissioner's Court today and he was awarded those projects, so he is going to be in the immediate area for some time. Mr. Shackelford said

that the contractor expressed interest to the County that he's still interested in working on Lone Star Bend.

Mr. Shackleford said that what the County is reliant on, is the signing and execution of the plat, and the plat being recorded and dedicating the right of way. Rebecca Huss asked if we have any leverage or do we need to help. Mr. Shackleford said that right now, they are trying to get prices which he hope to have by early next week. Mayor Jones said that he could not imagine the project not happening at this point. Mr. Yates said that he will make sure that the project goes on.

Mr. Shackleford said that the contractors are making good progress on Bois D'Arc and should be finished by mid-October, or a little sooner. Mr. Shackleford said that for Lone Star Parkway, the contractor is anticipating being complete with the area between SH 105 and the Kroger driveway by the end of August, and all the way to Buffalo Springs by the end of September, then all the way to FM 149 by the end of November. Mayor Jones said that it does not seem like there's anyone out there working on that project. Rebecca Huss said that there is a lot going on at the Dental Empire. Mr. Shackleford said that contractor is working from Lone Star Bend back to the SH 105 area.

- H. Financial Report and Quarterly Investment Report— Mr. Yates presented the report to City Council. Mr. Yates advised the total deposits in all accounts of the City is \$2,639,045; the General Fund balance is revenue over expenditures of \$141,093; the MEDC is \$56,864 to the negative, but their fund balance is \$701,000. Mr. Yates reported that the Utility Fund is \$361,989 revenue over expenditures. Mr. Yates advised that the Quarterly Investment Report, which is a required report from our investment officers, really repeats the information given by Mrs. Branco.

Rebecca Huss moved to accept the Departmental Reports as presented. Dave McCorquodale seconded the motion, the motion carried unanimously. (5-0)

8. Consideration and possible action regarding selection of General Land Office Grant Administrator.

Mr. Yates advised that this is the \$2.2 million grant that was made available by Montgomery County, approving the method of distribution. Mr. Yates said that the method that set aside funds for the City that now have to be applied from the GLO by the City, and a certified administrator is required by and paid for by the grant. Mr. Yates advised that the Review Committee was made up of Rebecca Huss, TJ Wilkerson, Susan Hensley and himself. Mr. Yates advised that the Committee interviewed GrantWorks and Public Management, and the Committee is recommending GrantWorks, the Grant Administrator because they have successfully administered many GLO grants, and they were originally the group that alerted the City to the possibility of this grant. GrantWorks aided the City during the method of distribution and determination process which, in part, resulted in a large amount of this grant.

Jon Bickford asked if their costs were fixed or are they relatively the same. Mr. Yates said that it was negotiable. Jon Bickford asked if the two proposals were relatively close. Rebecca Huss said that they were close between the two of them and the GrantWorks guy said that he looked forward to the opportunity to negotiate his prices downwards. Jon Bickford said that was outstanding.

Jon Bickford made a motion that we select GrantWorks to be administrator of the GLO Grant. Dave McCorquodale seconded the motion.

Discussion: Rebecca Huss said that she didn't actually know this, but GrantWorks was the reason that the County was made aware of the GLO money in the first place. Rebecca Huss advised that Mr. Yates forwarded the information to the County Judge and that is how this money came to the County in the first place and how we applied for it. Rebecca Huss said kudos to both GrantWorks and Mr. Yates.

The motion carried unanimously. (5-0)

9. Consideration and possible action regarding selection of General Land Office Grant Engineer.

Mr. Yates advised that this is for the same GLO grant and an engineer is required and paid for by the grant. Mr. Yates advised that the engineer works with GLO and the City to prepare the plans. The same Review Committee as was used for the grant administrator, recommends that

we select Jones & Carter for the engineer. Mr. Yates advised that there were two other firms that submitted qualifications, and they interviewed all three. Mr. Yates said that one of the firms was the one that did the Baja project.

Jon Bickford asked whether Jones & Carter indicated that they were looking forward to negotiating as well. Rebecca Huss said that they did, enthusiastically. Mr. Yates said that he thought so. Mr. Shackelford said that they always looked forward to that.

John Champagne moved to select Jones & Carter as the engineer of the GLO grant. Dave McCorquodale seconded the motion, the motion carried unanimously. (5-0)
Mr. Shackelford thanked City Council for their selection.

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

A RESOLUTION REGARDING PLANNING FOR FM 149 TEXAS DEPARTMENT OF TRANSPORTATION PROJECT IN THE CITY OF MONTGOMERY, TEXAS.

Mr. Yates advised that the resolution describes the request to the City is to temporarily delay the FM 149 project and to immediately provide more communication that has been held with interested parties, requesting right and left turn lanes be part of a longer range plan, to have as little change as is possible requiring vehicle parking on Clepper Street and Caroline Street, and that the City staff is directed to working to coordinate with the Texas Department of Transportation staff and any individual interested in property owners and business owners to let them individualize discussion regarding the project and to advise the Texas Department of Transportation of City decisions regarding timely and final construction decisions within the City.

Mr. Yates said that he spoke with TxDOT yesterday morning, and TxDOT said that they are going to delay the project until May of next year. Mr. Yates said that the reason that they did that was primarily because of the letter from the Representative Metcalf.

Mayor Jones asked how Representative Metcalf got involved in this matter. Mr. Yates said that other than learning about the project, he did not speak with him or anyone at the City. John Champagne asked if Representative Metcalf spoke to anyone on City Council. Rebecca Huss

said that she did not communicate with Representative Metcalf personally, but she knew that several people in the City spoke to him personally and people on his staff. John Champagne asked if Rebecca Huss was referring to citizens of the City. Rebecca Huss said that was correct.

Mayor Jones said that so everyone knows, after that surprise meeting, that Mr. Yates, myself and TxDOT agreed to put things on hold until we could have an opportunity to speak to everybody, and everybody gives some input. Mayor Jones said that he received phone calls from County Commissioners, the County Judge, and they all wanted to know what we are doing. Mayor Jones said that in the meantime nobody bothered to speak to Mr. Yates or himself. Mayor Jones said that things are happening on your behalf.

Rebecca Huss said that she would still like to go ahead and pass this resolution without the time limit because the important components are, (a) the City has some priorities that TxDOT had not previously considered in terms of the mobility issues with the signaling improvement and intersection improvements that were talked about. Rebecca Huss said that after today's debacle with the school traffic there might be some need for changes on the south side of the intersection where they are planning no projects in terms of the turn lane to Flagship Blvd. Rebecca Huss said that, if we are talking about spending money, the State Government is spending our tax money in our City to allegedly help us, then the money should be spent in a way that actually helps us. Rebecca Huss said that she thought that we should also be very clear that people do not want to be spoken on behalf of without actually being spoken to and having their views understood and heard before somebody assumes that they can represent them.

Rebecca Huss said that she thought there are several other points where what works for other cities, like Willis, that had a similar project happen to them might not be appropriate for the circumstances of a State Highway running through the center of our Historic District, which is also an important component of what makes Montgomery unique and what draws people here.

Rebecca Huss said that she thought it was important to highlight, by passing the resolution, that TxDOT managed to not contact a number of landowners who are on FM 149, and they left off business owners who do not own property, but lease property, who will be dramatically affected by their plans. Rebecca Huss said that TxDOT did not include the people who are

business owners and/or property owners that would be affected by those plans. Rebecca Huss said that she thought that there are a lot of things in the resolution that they should pass, because it sets out the tone and scope of the communication that should happen between the City, the landowners and TxDOT to achieve what we're hoping to have for the City, which is improvement in mobility, aesthetic improvements, and communication.

Mr. Yates said that he would also recommend that City Council pass the resolution. Mr. Yates said that probably the result of the delay, will be that that they will advertise in May and the downtown improvements would not happen until February, March or April 2019.

Mayor Jones said that he agreed that they need to press them real hard for this mobility, but we have to separate the two. Dave McCorquodale asked which two Mayor Jones was referring to. Mayor Jones said that whatever is going through downtown and then the turn lanes that we need on the south side and the north side. Dave McCorquodale asked if the Mayor thought that they should separate the roadway. Mayor Jones said that they should separate the projects, but demand that they be looked at because it is going to require right of way acquisition, which takes a long time. Rebecca Huss said that the man at the meeting said that it did not require right of way acquisition because we were looking at left turn lanes, as long as they weren't planter boxes along on the way. Rebecca Huss said that they could have flowers and sidewalks or a functioning intersection.

Mr. Yates said that what the resolution says is that you want them to seriously consider a right and/or left turn lane at the intersection, and to not make improvements between Caroline Street and SH 105 if that gets in the way of the turn lanes.

John Champagne said that since Representative Metcalf was involved with the process, would he be involved with the day-to-day operations or approval of what takes place regarding this project. Mr. Yates said that he would not think so. John Champagne asked why he is involved now.

Mrs. Susan Fauss asked to address City Council. Mayor Jones said that would be fine. Mrs. Fauss said that her husband brought this to her attention, and that those of us that have property and/or are business owners in town, that don't live within the City limits, have no elected

official other than to go to the State level to have our voice heard. Mrs. Fauss said that there have been times when the attitude has been if you don't live in the City, you don't elect the Council. Mrs. Fauss said that those that live outside the City did not have a voice. Mrs. Fauss said that they probably should have talked to City Council, but sometimes they had to go to the person that they actually had voted for to get an ear.

Mayor Jones said that was understandable, but you and Gerald are as much a fixture of Montgomery as anybody and you can talk to us anytime.

John Champagne said that it is a State highway, so Representative Metcalf does have a right to get involved. Rebecca Huss said that Senator Nichols is a Transportation Commissioner of the State. John Champagne asked if all meetings and plans will now involve the State of Texas. Mayor Jones said that it already does. John Champagne said that they had no state representative injected into the process; it was the City dealing with TxDOT. Dave McCorquodale said that it still all runs through the State, so it does not matter if it is a Representative or an organization. John Champagne said that it does, because the representative is now part of the process.

Mayor Jones said that he thought if they updated Representative Metcalf he would take his hands off the project.

Mayor Jones said that he would like to let Ms. Reiland speak. Mayor Jones asked to keep in mind that it's late, and make it about three minutes for the presentation.

Ms. Reiland presented a letter to the City Council and City Secretary. Ms. Reiland, owner of PETZ WHZE a natural pet food store located at 211 Liberty St. Montgomery, Texas, read the following letter to Council:

"I've been at this location since August 2012 and I'm also a member of HMBA. As a business owner, one looks at many aspects of property when deciding to open a business in a particular location. When we decided about four years where to locate our store and we found an area, there were many things that affected us, to the store downtown Montgomery. The location, the size of the building, the ambiance of the community, and the ease of access for our customers because of the sidewalk and on-street parking. As the town has grown traffic along Liberty

Street, Highway 149 has increased significantly, especially the larger axle chart traffic. It's become a problem to pedestrian traffic. However, because we are able to maintain our on-street parking in front of our store, safety for our customers was less compromised. The current TxDOT Montgomery Highway 149 Liberty Street Project, as we understand, and was explained to us on August 9th, eliminates the on-street parking. Eliminating on-street parking would make Historic Downtown Montgomery less desirable and less safe for pedestrian traffic. Having to cross a state highway to shop from the satellite parking area or walk to a restaurant from the parking area several blocks away is unsafe. We request a pause to the plan as presented and request a new plan within 90 days from TxDOT, as she understands that may have been put aside.

What we'd like to accomplish is the following: one sidewalk (not dual sidewalks and landscape areas) running north and south along 149 Liberty Street. That we accommodate parallel parking on both sides of Liberty. We put a left and turn lane on 149 to 105 East. That we slow traffic down to 20 miles per hour between Clepper Street and SH 105 and we enforce it. Pedestrian crossways at Caroline and College Street. Common lanes throughout the Historic district to call attention to our beautiful City. Underground electrical services to, again, beautify the area and no complete closing of Liberty Street during all this construction. We look forward to hearing back from the City and scheduling meetings with TxDOT to go over the new plans, and as always come visit us in downtown Montgomery to shop. Thank you.”

Mayor Jones thanked Ms. Reiland.

Mayor Jones said that he knew a lot of the things on your list are things we all wish for, and we also probably realize that when we do get to visit with TxDOT, they might, for whatever their reasons and policy, say that you can do this, but, no, this is against our policy; it's a terrible safety issue, and it may not be able to happen. Mayor Jones said that everybody may not be able to get everything they want, and he was in the same boat as you guys, because he does not want to lose his front parking either. Ms. Reiland said if they don't ask, they don't get. Mayor Jones said that is right.

Rebecca Huss said that it was more about a seat at the table and having the process include the people who will endure the construction and the results. Rebecca Huss said that she thought it was also about asking.

Jon Bickford said that the item on the Agenda says that they are putting a plan in place that says lets go have these conversations and make this happen.

Ms. Reiland said that Jon Bickford was right, but said that she wanted to give a little bit of history, which, up until very recently, those of us who worked, owned businesses, owned property in downtown Montgomery heard rumors that there was a project. Ms. Reiland stated that when they asked about the project.

Ms. Reiland said that they got a letter that said on August 9, 2017 TxDOT will be here. Ms. Reiland said that they thought they were going to just be there to ask questions. Ms. Reiland said that they were told that in November of 2016 there had been an agreement between the City of Montgomery and TxDOT to move forward with this project, which they had never even talked about.

Jon Bickford said that this issue has been floating and they said that something was going to come for years, which is about as much as we knew. Jon Bickford said that they have not been given a report for years. Jon Bickford said that there was something about a year-and-a-half to two years ago where they were talking about paving sidewalks and stuff like that, and everybody said they had to scuttle that because when FM 149 comes through, they're going to tear it all up and throw it away. Jon Bickford said that his point was the agenda item and recommendation agrees with what you folks are saying, so he feels like we're arguing with ourselves a little bit.

Ms. Reiland said that they were not arguing; they had been given the idea that that there was going to be a proposal or whatever you want to call it from the City going forward. We didn't know, but we just want the City to understand how they feel because we have not ever been talked to, and this is our wish list and they are asking that the City include us with the future plans and keep us updated.

John Champagne stated that every two weeks, City Council meets, and you're always very welcome. John Champagne said that we did a little research; this is MEDC, which is not the City and this issue has been talked about, in conjunction with another grant, about eight times in the last couple of years. John Champagne said that he was not aware of a final decision being made by TxDOT, but it had been discussed numerous times in public forums. John Champagne said everyone has the freedom and the ability to be here as often as you please. Ms. Reiland said that she will be. John Champagne said that was a good thing.

Ms. Ryland asked where the information could be found regarding the MEDC Meetings. John Champagne advised that the information was found on the City's web site. Jon Bickford advised that it was mandatory that the meeting information be made public. Jon Bickford said that his point was they are just as shocked about this thing happening as quickly as it did, and what happened as you folks are.

Dave McCorquodale said he has heard a couple of times that the City had no earthly idea of what's going on, and asked to confirm that Ms. Shannon Reid has the City's point of contact. Dave McCorquodale said that when he was on MEDC, Ms. Reid was the point of contact. John Champagne said absolutely. Jon Bickford said that they have heard nothing at City Council about anything going on.

Dave McCorquodale asked if Shannon has been updating MEDC. John Champagne said that Ms. Reid has been updating MEDC and said that he can show records of at least eight times in the last two years. Dave McCorquodale asked if John Champagne had been comfortable with where things have been in terms of the schedule. John Champagne said that he has been, for the most part.

Mr. Yates said that almost every time that there have been reports from Ms. Reid, they were that TxDOT had changed the engineer. John Champagne said that was exactly correct; there was never anything that had been hammered down, just that TxDOT would change something.

Jon Bickford moved to approve the resolution with or without the deadline of September 30th, which captures all of what Mr. Yates said, which is temporary delay of the project, provide more communication to the interested parties and request the right and left turns lanes.

Mr. Yates suggested to make the motion without the deadline. John Champagne said that the deadline is a moot point since it's been shut down until May. Mr. Yates said that he was recommending that it be without the deadline.

Jon Bickford moved to approve the resolution without the deadline of September 30th, which he thought would give the City and the business owners the capacity and the capability to get better integrated with whatever they hear from TxDOT and cause them to follow the process and do the right thing. Mr. Yates said that was correct. Dave McCorquodale said that he would second the motion without the inclusion of arbitrary time tables of when things get resolved.

Discussion: Mayor Jones said that since he does not get to vote, he wanted to say that Ms. Reid's role in this has been to, hopefully as TxDOT was doing their vanilla project down our street, that maybe we got something a little nicer to look at, like some light poles and if they were going to put in sidewalks, make them a little prettier. Mayor Jones said that Ms. Reid has nothing to do with curb cuts and taking away parking. Rebecca Huss said that Rendy Kerr was told that if she had problems with her parking, she should talk to Ms. Reid. Mayor Jones said that he, as a property owner, received a map and a letter that stated that if you have problems, contact me and to call by this particular date. Mayor Jones said that he tried to call and email, and the only response was that they were sorry they would get back to him later. Mayor Jones said that he had tried to call several more times, as a property owner and as the Mayor of the City of Montgomery. Mayor Jones said that Mr. Yates also tried to contact them. Mayor Jones said that if Rebecca Huss and he had not stumbled into Mr. Roznovsky in the parking lot, they would not have known that TxDOT was in town that night, so we really did not know what was coming. Mayor Jones said that they have been waiting for something for 10+ years, four Mayors and four City Administrators ago, and every couple of years the subject would pop up, and then go away. They would say that it had been delayed, or they would change engineers every other week. Mayor Jones said that he guessed he was making excuses, but TxDOT is not the greatest communicator we have found out, so we're going to change that.

John Champagne said that now the State is involved full force. John Champagne said that before he votes on this, it was his understanding that whatever we decide as a City has to go

through Mr. Metcalf's office. Mr. Yates said no, that is not correct. John Champagne said that Representative Metcalf shut it down so he is trying to understand. Mr. Yates said that he did not think so, but he would think Representative Metcalf has enormous power to influence TxDOT. John Champagne said that he was sure that he does.

Rebecca Huss said that the area engineer told us when we were at the Community Meeting that we needed to talk to our elected representatives. Rebecca Huss said that they told him that they had two elected representatives there and he said he did not, in fact, mean us. John Champagne asked to confirm that he did not mean City Council. Rebecca Huss said yes, he did in fact say that he did not mean City Council. Dave McCorquodale said that they are basically trying to influence Representative Metcalf. Mayor Jones said no, this resolution was happening before Representative Metcalf got involved. John Champagne said that he understood.

Mayor Jones said that he and Mr. Yates told TxDOT that we will come together as a City and tell them what we want, and they said okay. John Champagne said that they are going to give them a statement.

The motion carried with 4-Ayes and 1-Nay by John Champagne. (4-1)

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY ACCEPTING AND APPROVING AN ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR CITY OF MONTGOMERY PUBLIC IMPROVEMENT DISTRICT NO. 1; PROVIDING FOR PAYMENT OF THE ANNUAL INSTALLMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, LOCAL GOVERNMENT CODE, AS AMENDED; AND PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Mallory Craig, stated that she was representing the developer, which is Summit Business Park and Mr. Ogorchock and advised that they need to adopt an updated service assessment plan. The original service assessment plan was adopted in 2015, and they usually do annual updates or when assessments are triggered, which they have been for about a little over six acres that are included in this district. Ms. Craig said that now is the time to update the service

assessment plan showing that the assessment has been triggered for the six acres, which will equal a collection of \$35,778. Ms. Craig advised that \$400 of that stays with the City, the rest will then be transferred back to the developer per the reimbursement agreement that the City also adopted in 2015.

Ms. Craig said that once the collections come in, then the County will work with the City to reimburse the developer the amounts owed. Ms. Craig said that the developer has worked with Mr. Yates, with the amounts that are owed and once those are all approved, then we'll start reimbursing every year when the collections come in.

Mayor Jones asked if everyone remembered the PID that adopted and now it is time to pay up. Ms. Craig said that it has to go through the City, of which the City will get an administrative fee for each parcel, so \$400 will stay with the City for those administrative fees.

Ms. Craig said that they are asking for City Council to adopt the resolution, which adopts the updated service assessment plan.

Rebecca Huss moved to adopt the ordinance as previously read. John Champagne seconded the motion, the motion carried unanimously. (5-0)

Mayor Jones asked that the record reflect that John Champagne is back on board.

12. Consideration and possible action regarding calling a Public Hearing on rezoning a 0.28 acre tract of land situated in the John Corner Survey, Abstract No. 8, Montgomery County, Texas otherwise described as approximately 150 feet south of Flagship Boulevard as submitted by Andrew Bay.

Mr. Yates said that Mr. Bay has applied for rezoning. Mr. Yates said that property is currently zoned institutional and the piece of property is just north of the creek and adjacent to the pond there at the apartments. Mr. Yates said that it is a small parcel of property that somehow was left institutional and he is not sure why.

Rebecca Huss asked if it was commercial originally, and then rezoned as institutional. Mayor Jones said that the school might have owned it at one time or it might have been part of the bus barn lot.

Rebecca Huss asked what the \$500 fee covered. Mr. Yates said that it was for the legal costs for the administrative time for the City Secretary and himself to go through the process.

Mayor Jones asked if this was going through the Planning and Zoning Commission as well. Mr. Yates advised that was correct. Mayor Jones said that they need to set a public hearing and asked what would be the best date. Mr. Yates advised that September 26, 2017 at 6 p.m., and the Planning and Zoning Commission will meet on September 25, 2017.

Dave McCorquodale move to set the public hearing to be held on September 26, 2017 at 6:00 p.m. for the referenced tract rezone as submitted by Andrew Bay. John Champagne seconded the motion, the motion carried unanimously. (5-0)

EXECUTIVE SESSION:

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

COUNCIL INQUIRY:

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

No comments were made.

ADJOURN

Jon Bickford moved to adjourn the meeting at 8:35 p.m. Rebecca Huss seconded the motion, the motion carried unanimously. (5-0)

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

Mayor Kirk Jones

MINUTES OF PUBLIC HEARING**August 29, 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
 Jon Bickford Place #1
 T.J. Wilkerson Place #3
 Rebecca Huss Place #4
 Dave McCorquodale Place #5

Absent: John Champagne Place #2

Also Present: Jack Yates City Administrator
 Larry Foerster City Attorney

PUBLIC HEARING:**Convene into Public Hearing #2:**

Mayor Jones convened the Public Hearing at 6:00 p.m.

1. Open forum that allows each citizen present to address the governing body to express their concerns on the proposed tax increase. (Limit of 3 minutes)

Mr. Yates advised that \$.4155 was the tax rate that City Council had discussed during budget workshop sessions and was advertised as the proposed tax rate. Mr. Yates stated that the current split of the tax rates is \$.2043 for maintenance and operations, and \$.2112 for debt service. Mr. Yates advised that City Council felt that the current split would allow for services due to growth in the City. Mr. Yates advised that the effective rate was \$.3660, and the rollover rate was \$.5110. Mr. Yates said that the current tax rate of \$.4155 will bring in \$128,111 more

in revenue than last year. Mayor Jones advised this was the second public hearing regarding the tax rate.

Rebecca Huss stated that it would be good to get on the record that with the devastating storms that have hit other parts of the County, and particularly Harris County, that she personally did not feel that the lack of attendance has been caused by the hurricane here. Rebecca Huss said that Montgomery has had very few road closures and no housing losses, and she thinks that the Montgomery citizens are quite mobile, so the lack of attendance is not storm related. Mayor Jones said that he thought it was normal.

There were no comments made by the public.

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

2. Announcement of the date, time, and place when City Council will adopt the 2017 Tax Rate for the City of Montgomery.

Mr. Yates stated that the tax rate has been scheduled to be adopted at the Regular Meeting to be held on September 12, 2017 at 6:00 p.m. in the Council Chambers at City Hall.

ADJOURNMENT

Jon Bickford moved to adjourn the Public Hearing at 6:04 p.m. T.J. Wilkerson seconded the motion, the motion carried unanimously. (4-0)

Submitted by:


Susan Hensley, City Secretary

Date Approved: _____

Mayor Kirk Jones

ITEM #2
Montgomery City Council
AGENDA REPORT

Meeting Date: September 12, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: The License Application
Date Prepared: September 7, 2017	

Subject

This is to call a public hearing on The Pizza Shack application for Alcoholic Beverage Permit.

Description

This is simply to call the public hearing on the application, no further decisions are needed now.

It is of routine nature enough to be included in the Consent Item Agenda.

Recommendation

Motion to call a public hearing for October 10, 2017 at 6:00 PM at City Hall regarding the alcoholic beverage permit application for The Pizza Shack

Approved By

City Administrator

Jack Yates

Date: September 7, 2017



EST. 1985

PIZZA SHACK

YOUR HOMETOWN ITALIAN AMERICAN RESTAURANT

August 22, 2017

City of Montgomery, Texas
Po Box 708
Montgomery, TX 7356

Please accept my License Application for Pizza Shack.

Our new location will not be within 300 feet of a church, school, or hospital and has been carefully designed to reflect the City as well as our name. We are a family centered restaurant serving lunch and dinner and request a license to serve Mixed Beverages as well.

Pizza Shack has been a part of the community for more than 30 years, and we look forward to the future in Montgomery.

Sincerely,

A handwritten signature in blue ink that reads "John H. Simmons". The signature is written in a cursive style.

John H. Simmons
President, Azzip, Inc
DBA Pizza Shack



City of Montgomery
Alcohol Beverage
License Application

City of Montgomery, Texas
P.O. Box 708
Montgomery, Texas 77356
936-597-3288
www.montgomerytexas.gov

APPLICATION FOR THE SALE OF ALCOHOLIC BEVERAGE LICENSE

Date Received by the City: 08/24/2017

1. Type of Alcoholic Beverage License:

- (1) Category A – Off Premises Consumption Sale of All Alcoholic Beverages – Package Store
- (2) Category B – Off Premises Consumption Sale of Wine, Beer or Ale.
- (3) Category C – Off Premises Consumption Sale of Beer.
- (4) Category D – On Premises Consumption Sale of Beer, Wine and Mixed beverages – Restaurant or Café, where the sale of beer, wine and mixed beverage on the premises would be incidental to the restaurant or café.
- (5) Category E – On Premises Consumption Sale of Beer, Wine and Mixed beverages – Tavern, Lounge, or Bar. The sale of Beer, Wine and Mixed beverages for On-Premises Consumption being the principal business line.
- (6) Category F – Warehouse storage of Beer, Wine or Liquor for Distributors – No sale of Beer for on or Off-Premises Consumption permitted on the Premises.

2. Legal Description of the property for which License is sought. (Either by Lot and Block number or by a Metes and Bounds Description: A0008-Corner John Tract 25-1 (2011063197 Block, ResA, A-1))

3. Exact Nature of the Business to be operated. (Must be fully described).

Family restaurant serving lunch and dinner.

4. Attach a Plat of the property to the Application showing the improvements, parking areas, location of signage and other structures on the property and within three hundred (300) feet to scale.

5. Description of signs and the hours they will be operated to be attached as a separate document.

6. Attach floor plan of the building in which the business is to be conducted (showing fixtures, furniture, restrooms, kitchen and other equipment).

7. Attach a verified statement stating that the building is not within three hundred (300) feet of a church, school or hospital and that the building is in compliance with the requirements of this chapter for separate and adequate toilet facilities for men and women if used for on-premises consumption of beer, liquor or wine. This can be included in cover letter.

8. Business Owner: AZZIP Inc. President: John Simmons Phone: (936) 788-3746

Address: 19132 Stewart Creek Rd, Montgomery TX 77356

Home Address: 20025 Peel Rd, Montgomery, TX 77356 Phone: 936) 788-3746

Check if you are leasing property: []

9. Land Owner: Hambone, Inc: John Simmons Phone: _____

Address: _____

10. Business Partners: VP: Michael Simmons Phone: (936) 232-3727

Address: 10332 Crown Ranch Blvd, Montgomery, TX 77316

Home Address: " Phone: 936) 232-3727

This is to certify that I, John H. Simmons have complied with all State, County, Codes and Regulations of the City of Montgomery, Texas.

John H. Simmons
Business Owner and/or Lessee

or _____
Partner if Applicable



ON-PREMISE PREQUALIFICATION PACKET

L-ON
(01/2016)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit.

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: Original Add Late Hours Only License/Permit Number _____

Reinstatement License/Permit Number _____

Change of Licensed Location License/Permit Number _____

2. Type of On-Premise License/Permit

<input type="checkbox"/> BG Wine and Beer Retailer's Permit	<input type="checkbox"/> LB Mixed Beverage Late Hours Permit
<input type="checkbox"/> BE Beer Retail Dealer's On-Premise License	<input type="checkbox"/> MI Minibar Permit
<input type="checkbox"/> BL Retail Dealer's On-Premise Late Hours License	<input type="checkbox"/> CB Caterer's Permit
<input type="checkbox"/> BP Brewpub License	<input type="checkbox"/> FB Food and Beverage Certificate
<input type="checkbox"/> V Wine & Beer Retailer's Permit for Excursion Boats	<input checked="" type="checkbox"/> PE Beverage Cartage Permit
<input type="checkbox"/> Y Wine & Beer Retailer's Permit for Railway Dining Car	<input type="checkbox"/> RM Mixed Beverage Restaurant Permit with FB
<input checked="" type="checkbox"/> MB Mixed Beverage Permit	
<input type="checkbox"/> O Private Carrier's Permit – For Brewpubs (BP) with a BG only	

3. Indicate Primary Business at this Location

<input checked="" type="checkbox"/> Restaurant	<input type="checkbox"/> Sporting Arena, Civic Center, Hotel
<input type="checkbox"/> Bar	<input type="checkbox"/> Grocery/Market
<input type="checkbox"/> Sexually Oriented	<input type="checkbox"/> Miscellaneous _____

4. Trade Name of Location
The Pizza Shack

5. Location Address
19132 Stewart Creek Rd

City Montgomery	County Montgomery	State Texas	Zip Code 77356
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6. Mailing Address 19132 STEWART CREK RD	City MONTGOMERY	State TX	Zip Code 77356
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7. Business Phone No. () Pend-ing	Alternate Phone No. (936) 788 - 3746	E-mail Address MICHAEL@PIZZASHACK.CIM
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OWNER INFORMATION

8. Type of Owner

<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> City/County/University
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Other _____
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Joint Venture	
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Trust	

9. Business Owner/Applicant
AZZIP ENTERPRISES INC.

10. As indicated on the chart, enter the individuals that pertain to your business type:

(For additional space, use Form L-OIC)

Individual/Individual Owner	Limited Liability Company/All Officers or Managers		
Partnership/All Partners	Joint Venture/Venturers		
Limited Partnership/All General Partners	Trust/Trustee(s)		
Corporation/All Officers	City, County, University/Official		
Last Name SIMMONS	First Name JOHN	MI H	Title PRESIDENT
Last Name SIMMONS	First Name CLAUDIA	MI L	Title SECRETARY/TREASURER
Last Name SIMMONS	First Name MICHAEL	MI V	Title TREASURER

MEASUREMENT INFORMATION

Section 109.31 et seq.

11. Will your business be located within 300 feet of a church or public hospital? Yes No

NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

12. Will your business be located within 300 feet of any private/public school, day care center or child care facility? Yes No

If "YES," are the facilities located on different floors or stories of the building? Yes No

NOTE: For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.

NOTE: For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.

NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

13. Will your business be located within 1,000 feet of a private school? Yes No

14. Will your business be located within 1,000 feet of a public school? Yes No

60-DAY SIGN

15. As required under Section 11.391 and 61.381, enter the exact date the 60-Day sign was posted at your location.

Exact Date (mm/dd/yyyy)

07 / 25 / 2017

ALL APPLICANTS

16. IF YOUR LOCATION IS NOT WITHIN THE CITY LIMITS, CHECK HERE

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

IF APPLICANT IS SHOWN AS:

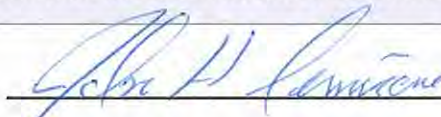
- Proprietorship
- Partnership
- Corporation
- Limited Partnership
- Limited Liability Partnership
- Limited Liability Company

WHO MUST SIGN:

- Individual Owner
- Partner
- Officer
- General Partner
- General Partner
- Officer/Manager

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I, UNDER PENALTY OF LAW, HEREBY SWEAR THAT I HAVE READ ALL THE INFORMATION PROVIDED IN THE APPLICATION AND ANY ATTACHMENTS AND THE INFORMATION IS TRUE AND CORRECT. I ALSO UNDERSTAND ANY FALSE STATEMENT OR REPRESENTATION IN THIS APPLICATION CAN RESULT IN MY APPLICATION BEING DENIED AND/OR CRIMINAL CHARGES FILED AGAINST ME. I ALSO AUTHORIZE THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO USE ALL LEGAL MEANS TO VERIFY THE INFORMATION PROVIDED.

PRINT NAME JOHN H. SIMMONS SIGN HERE 
 TITLE PRESIDENT

Before me, the undersigned authority, on this 24th day of AUGUST, 2017, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE 
 NOTARY PUBLIC



CERTIFICATE OF CITY SECRETARY (FOR MB, RM, V & Y)

Section 11.37

I hereby certify on this _____ day of _____, 2017, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN HERE _____, MONTGOMERY, TEXAS
 City Secretary/Clerk City

SEAL

CERTIFICATE OF CITY SECRETARY (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

- Election for given location was held for:**
- legal sale of all alcoholic beverages
 - legal sale of all alcoholic beverages except mixed beverages
 - legal sale of all alcoholic beverages including mixed beverages
 - legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
 - legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

- Be advised the location must have had two election passages per Section 25.14 or Section 69.17 of the TABC Code. One for beer and wine off-premise and one for mixed beverage.
- legal sale of beer and wine for off-premise consumption only
- AND EITHER:**
- legal sale of mixed beverages
- OR**
- legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG and BE)

SIGN HERE _____, _____, TEXAS
 City Secretary/Clerk City

SEAL

**CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT
(LB & BL)**

Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

- The governing body of this city has by ordinance authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- The governing body of this city has by ordinance authorized the sale of **beer** between midnight and _____ A.M.; or
- The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN
HERE _____, TEXAS
City Secretary/Clerk City

S E A L

CERTIFICATE OF COUNTY CLERK (FOR MB, RM, V & Y)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN
HERE _____ COUNTY
County Clerk

S E A L

CERTIFICATE OF COUNTY CLERK (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine & Beer Retailer's Permit.

Election for given location was held for:

- legal sale of all alcoholic beverages
- legal sale of all alcoholic beverages except mixed beverages
- legal sale of all alcoholic beverages including mixed beverages
- legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

- legal sale of beer and wine for off-premise consumption only

AND EITHER:

- legal sale of mixed beverages

OR

- legal sale of mixed beverages in restaurants by food and beverage certificate holders
(applicant must apply for FB with BG and BE)

SIGN
HERE _____ COUNTY
County Clerk

S E A L

CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT (LB & BL)

Chapters 29 & 70 et seq

- I hereby certify on this _____ day of _____, 20____, that one of the below are correct:
- The Commissioner's Court of the county has by order authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
 - The Commissioner's Court of the county has by order authorized the sale of **beer** between midnight and _____ A.M.; or
 - The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
 - The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN
HERE _____ COUNTY
County Clerk

S E A L

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

Section 11.46 (b) & 61.42 (b)

This is to certify on this _____ day of _____, 20____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number 1-76-05506686 Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN
HERE _____ FIELD OFFICE _____

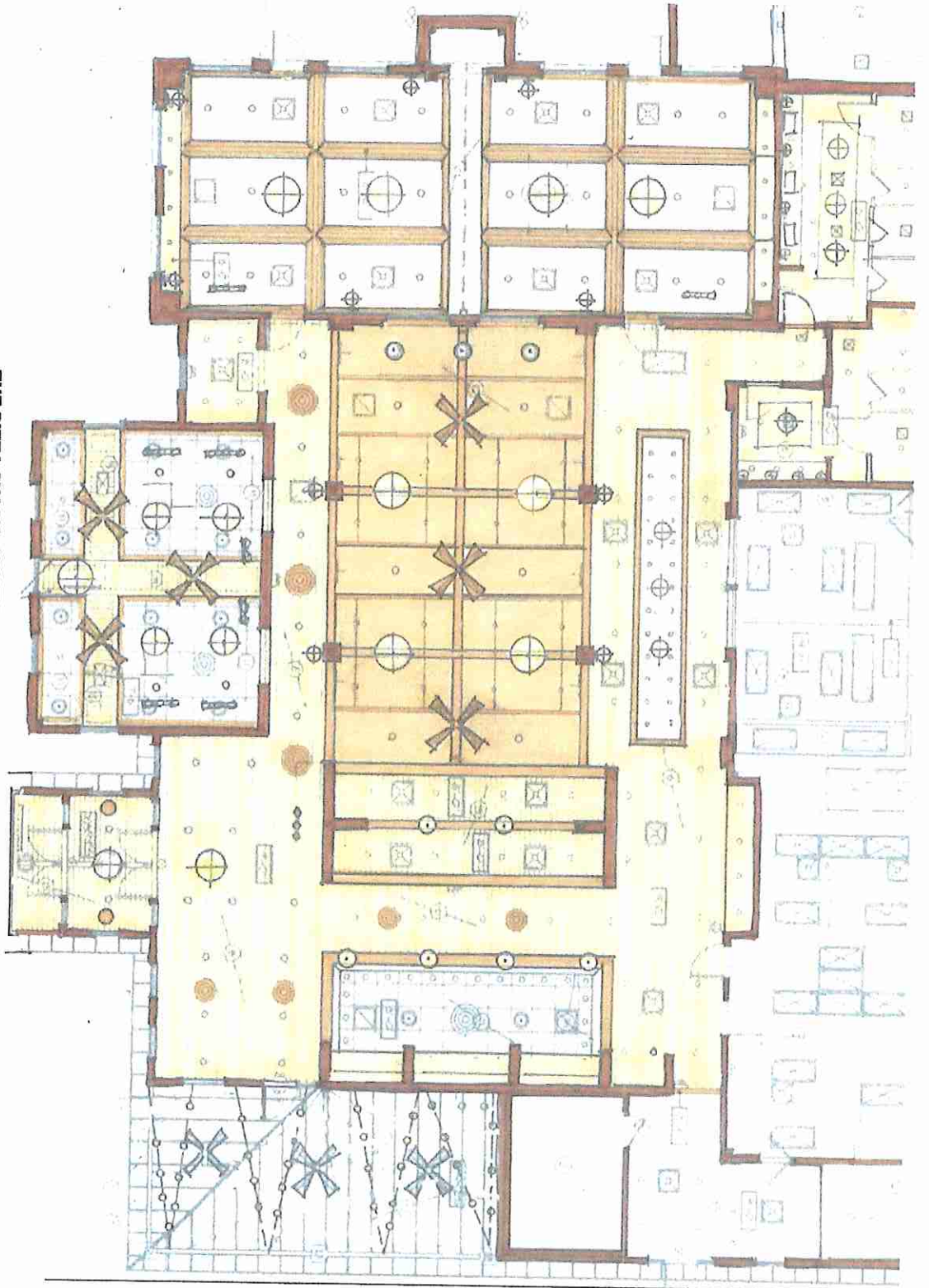
S E A L

PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, BP, BG, BE, BL, V & Y)

Section 11.39 and 61.38

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE
City, County		
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)	/ /	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>		
Signature of publisher or designee		
Sworn to and subscribed before me on this date	/ /	
Signature of Notary Public		
S E A L		

**THE PIZZA SHACK - MONTGOMERY, TEXAS
REFLECTED CEILING PLAN AND LIGHTING**



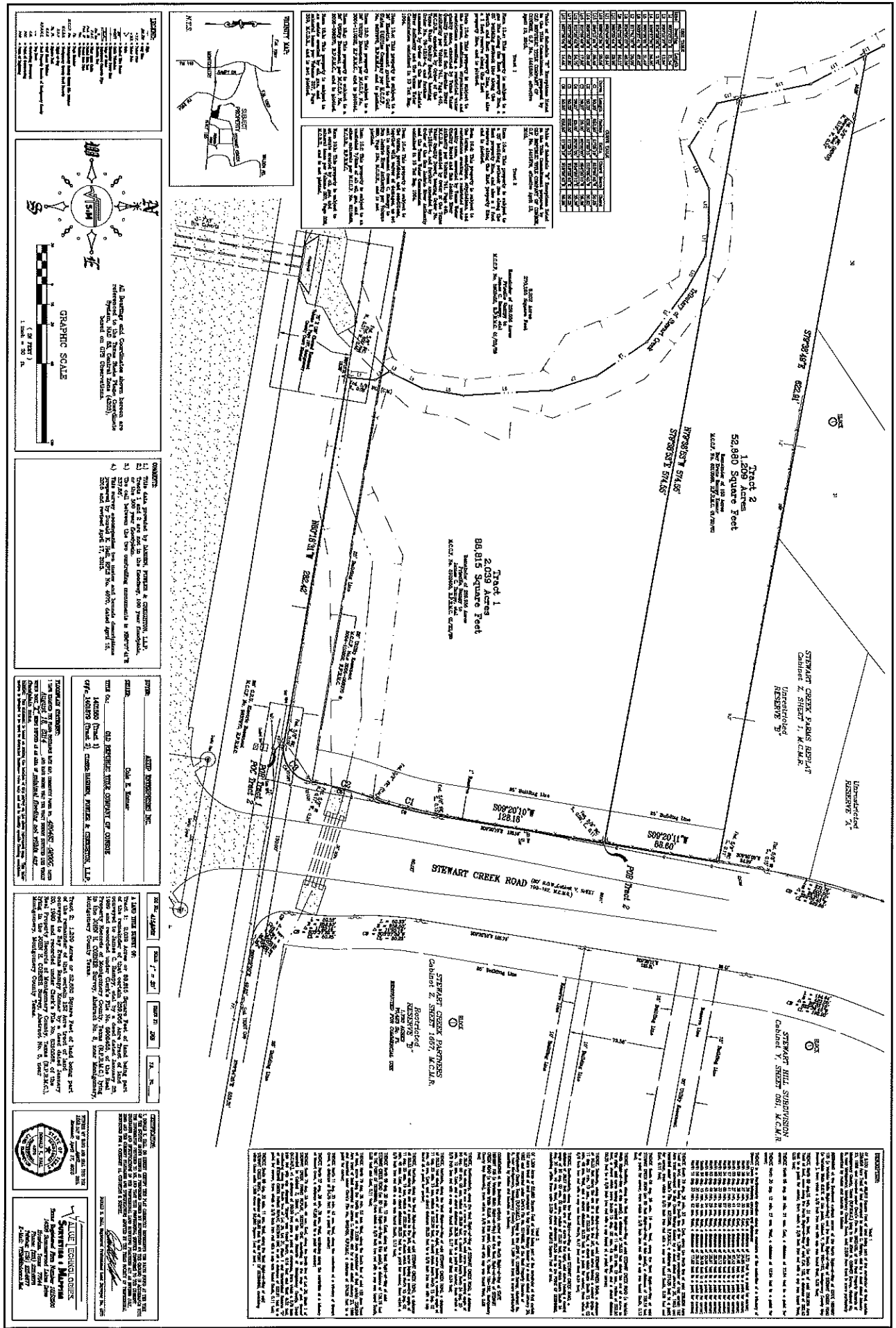
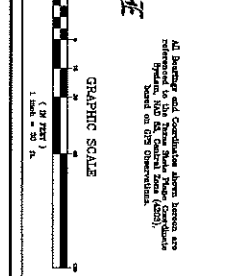


TABLE 1

Parcel	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	100	100	100
2	100	100	100
3	100	100	100
4	100	100	100
5	100	100	100
6	100	100	100
7	100	100	100
8	100	100	100
9	100	100	100
10	100	100	100
11	100	100	100
12	100	100	100
13	100	100	100
14	100	100	100
15	100	100	100
16	100	100	100
17	100	100	100
18	100	100	100
19	100	100	100
20	100	100	100
21	100	100	100
22	100	100	100
23	100	100	100
24	100	100	100
25	100	100	100
26	100	100	100
27	100	100	100
28	100	100	100
29	100	100	100
30	100	100	100
31	100	100	100
32	100	100	100
33	100	100	100
34	100	100	100
35	100	100	100
36	100	100	100
37	100	100	100
38	100	100	100
39	100	100	100
40	100	100	100
41	100	100	100
42	100	100	100
43	100	100	100
44	100	100	100
45	100	100	100
46	100	100	100
47	100	100	100
48	100	100	100
49	100	100	100
50	100	100	100
51	100	100	100
52	100	100	100
53	100	100	100
54	100	100	100
55	100	100	100
56	100	100	100
57	100	100	100
58	100	100	100
59	100	100	100
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61	100	100	100
62	100	100	100
63	100	100	100
64	100	100	100
65	100	100	100
66	100	100	100
67	100	100	100
68	100	100	100
69	100	100	100
70	100	100	100
71	100	100	100
72	100	100	100
73	100	100	100
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81	100	100	100
82	100	100	100
83	100	100	100
84	100	100	100
85	100	100	100
86	100	100	100
87	100	100	100
88	100	100	100
89	100	100	100
90	100	100	100
91	100	100	100
92	100	100	100
93	100	100	100
94	100	100	100
95	100	100	100
96	100	100	100
97	100	100	100
98	100	100	100
99	100	100	100
100	100	100	100

TABLE 2

Parcel	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	100	100	100
2	100	100	100
3	100	100	100
4	100	100	100
5	100	100	100
6	100	100	100
7	100	100	100
8	100	100	100
9	100	100	100
10	100	100	100
11	100	100	100
12	100	100	100
13	100	100	100
14	100	100	100
15	100	100	100
16	100	100	100
17	100	100	100
18	100	100	100
19	100	100	100
20	100	100	100
21	100	100	100
22	100	100	100
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24	100	100	100
25	100	100	100
26	100	100	100
27	100	100	100
28	100	100	100
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30	100	100	100
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32	100	100	100
33	100	100	100
34	100	100	100
35	100	100	100
36	100	100	100
37	100	100	100
38	100	100	100
39	100	100	100
40	100	100	100
41	100	100	100
42	100	100	100
43	100	100	100
44	100	100	100
45	100	100	100
46	100	100	100
47	100	100	100
48	100	100	100
49	100	100	100
50	100	100	100
51	100	100	100
52	100	100	100
53	100	100	100
54	100	100	100
55	100	100	100
56	100	100	100
57	100	100	100
58	100	100	100
59	100	100	100
60	100	100	100
61	100	100	100
62	100	100	100
63	100	100	100
64	100	100	100
65	100	100	100
66	100	100	100
67	100	100	100
68	100	100	100
69	100	100	100
70	100	100	100
71	100	100	100
72	100	100	100
73	100	100	100
74	100	100	100
75	100	100	100
76	100	100	100
77	100	100	100
78	100	100	100
79	100	100	100
80	100	100	100
81	100	100	100
82	100	100	100
83	100	100	100
84	100	100	100
85	100	100	100
86	100	100	100
87	100	100	100
88	100	100	100
89	100	100	100
90	100	100	100
91	100	100	100
92	100	100	100
93	100	100	100
94	100	100	100
95	100	100	100
96	100	100	100
97	100	100	100
98	100	100	100
99	100	100	100
100	100	100	100



- COMMENTS:**
- 1) This data provided by subject, JAMES J. & CONSTANCE, L.L.P.
 - 2) This data is not to be used in the location, and not for any other purpose.
 - 3) This data is not to be used in the location, and not for any other purpose.
 - 4) This survey was prepared from a plan and a survey conducted on 08/20/2023.

DATE: 08/20/2023

BY: JAMES J. & CONSTANCE, L.L.P.

FOR: JAMES J. & CONSTANCE, L.L.P.

PROJECT: 08/20/2023

SCALE: 1" = 100'

DATE: 08/20/2023

BY: JAMES J. & CONSTANCE, L.L.P.

FOR: JAMES J. & CONSTANCE, L.L.P.

NOTICE:

This plat is a true and correct copy of the original survey as shown on the original survey plan and as shown on the original survey plan. The original survey plan is on file with the County Clerk's Office, and a copy of the original survey plan is on file with the County Clerk's Office.

CONTRACTOR:

DATE: 08/20/2023

BY: JAMES J. & CONSTANCE, L.L.P.

FOR: JAMES J. & CONSTANCE, L.L.P.

SCALE: 1" = 100'

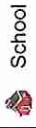
DATE: 08/20/2023

BY: JAMES J. & CONSTANCE, L.L.P.

FOR: JAMES J. & CONSTANCE, L.L.P.



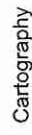
Legend



School



ParcelPoint



Cartography

Abstract Name Carto 100

Abstract Surname Carto 100

Lot Number Carto 100

Road Name Carto 100

Cadastral

Abstract Line

County Line

Lot Line

Parcel Line

Railroad ROW

Road Centerline

Road ROW

School Line

Sub Line

Unknown Linear

Parcel



MontgomeryTXAerial2017

Map Title

Web Print: 08/04/2017



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



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#6B



BAKERS' SIGNS
COMPLETE SIGN SERVICES

12042FM 1485 - Conroe, Tx. 77306
Phone: 936-146-1239 Fax: 936-231-1220
www.BakersSigns.com

Sales Rep.: Matt Baker Design By: PAD
Date: _____ Proof #: _____

Project: Praxels
Location: _____

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CLIENT APPROVAL Signed: _____ / / 10
Proof #: _____

REVISIONS

A: DATE/REVISIONS
B: _____
C: _____
D: _____

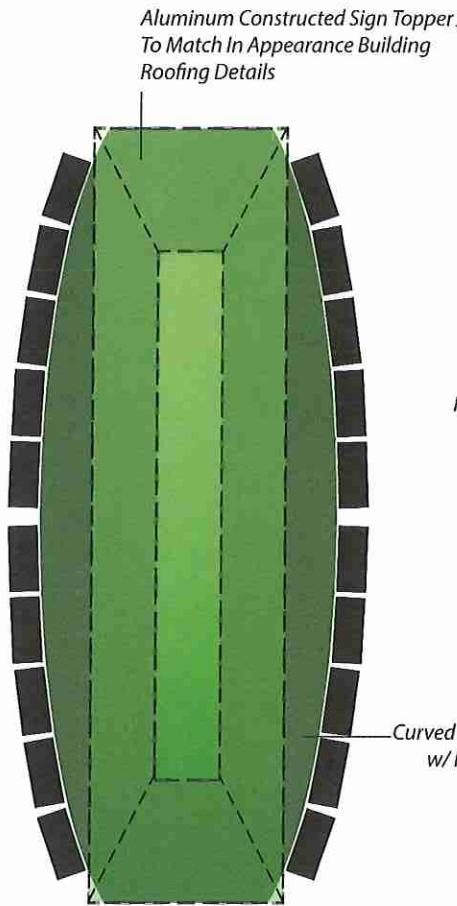
LANDLORD APPROVAL Signed: _____ / / 10

OVERALL SIGN SQ. FT. 259.66

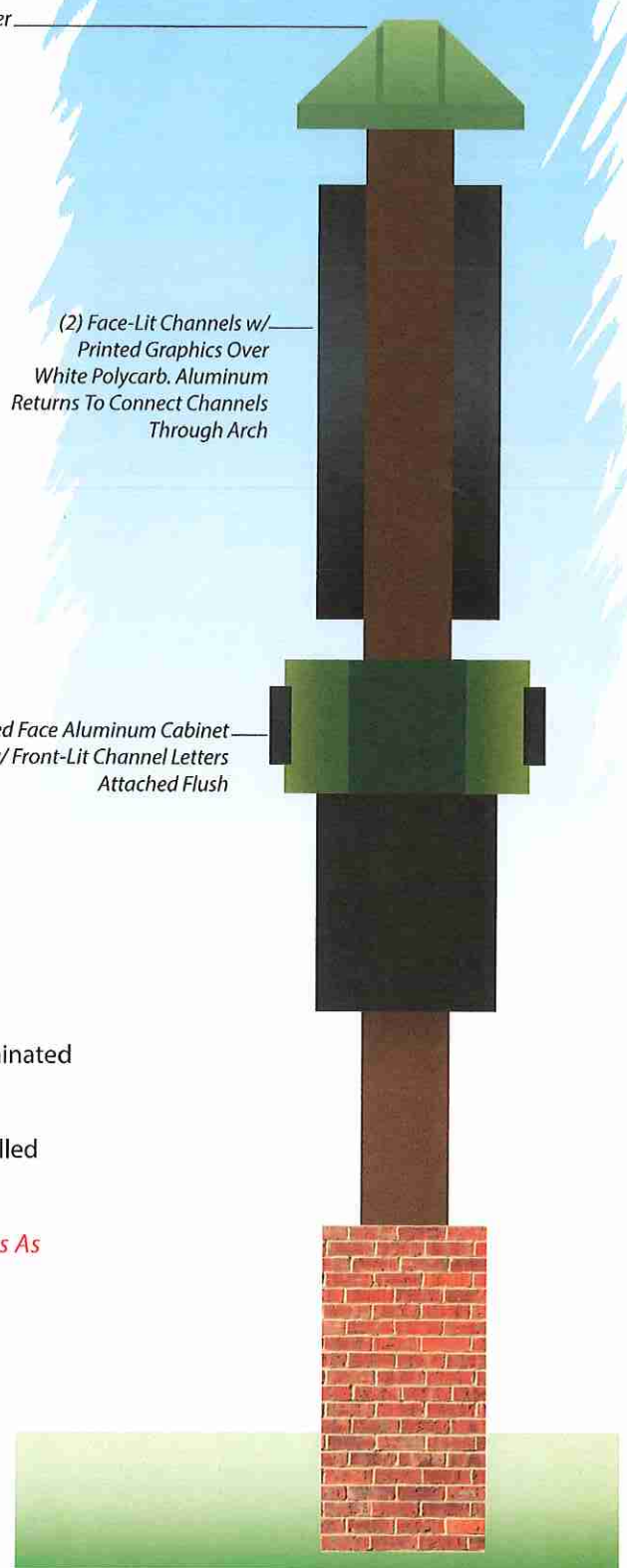
PROOF SCALE: Scale valid Printed On Legal

INSTALLATION NOTES:

Birds-Eye View



Side View



(1) New D/F Pylon Sign w/ Internally Illuminated Logo Icon Channel and Channel Letters.

(2) New EMC Message Centers To Be installed Below Channel Letter Cabinet.

Sign Colors To Match New Buildings Specs As Closely As Possible.

BAKERS' SIGNS
COMPLETE SIGN SERVICES

12042FM 1485 - Conroe, Tx. 77306
Phone: 936-446-1239 Fax: 936-231-1220
www.BakersSigns.com

Sales Rep: **MATT BAKER** Design By: **PAO**
Date: _____ Proof #: _____

Project: Praska
Location: _____

COPYRIGHT
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CLIENT APPROVAL Signed: _____ / 1/10

REVISIONS

A: DATE/REVISIONS
B: _____
C: _____
D: _____

LANDLORD APPROVAL Signed: _____ / 1/10

OVERALL SIGN SQ. FT. 258.66

PROOF SCALE: Scale valid Printed On Legal

INSTALLATION NOTES:

Montgomery City Council
AGENDA REPORT

Meeting Date: September 12, 2017	Budgeted Amount: N/A
Department:	
Prepared By: Jack Yates	Exhibits:
Date Prepared: August 28, 2017	

Subject

Sale of surplus vehicles

Discussion

Several months ago, you designated four vehicles for sale as surplus. Two of the vehicles sold for above the minimum bid. Two vehicles did not sell for the minimum bid. I am proposing to contact the original bidders and if agreeable award the bids as submitted, in the alternative to eliminate the minimum bid on both of these vehicles in order to sell and "move" the vehicle.

The vehicles are:

	<u>Bid</u>	<u>Minimum Bid - by Council</u>	<u>Proposed Minimum Bid</u>
Expedition	\$2,204	\$3,000	\$ 0
Crown Victoria	\$1,607	\$2,500	\$ 0

The vehicles will have to be re-advertised for sale. New bids obtained.

Recommendation

Contact the previous bidder and if they are willing accept the bid as submitted and if not agreed, then to place the minimum as proposed and sell the vehicles.

Approved By

City Administrator	Jack Yates	Date: August 28, 2017
--------------------	------------	-----------------------

Montgomery City Council
AGENDA REPORT

Meeting Date: September 12, 2017	Budgeted Amount:
Department:	
	Exhibits: Escrow Agreements with each Developer
Prepared By: Jack Yates City Administrator	
Date Prepared: September 7, 2017	

Subject

This is to authorize an escrow agreement for each of the tracts listed on the Agenda.

Description

A utility and economic feasibility is included in the First Hartford and Villas of Mia Lago tracts.

The escrow amounts of all been sent to the developers. First Hartford has already given a \$5,000 our payment to the city.

Recommendation

Motion to approve the Utility and Economic Feasibility Study and the Escrow Agreement with the First Hartford and Villas of Mia Lago tracts and an Escrow Agreement for the Lake Creek Village Section 3 tract

Approved By

City Administrator	Jack Yates	Date: September 7, 2017
--------------------	------------	-------------------------

ESCROW AGREEMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

FIRST HARTFORD

THE STATE OF TEXAS ⊃

COUNTY OF MONTGOMERY ⊃

This Escrow Agreement, is made and entered into as of the 12th day of September, 2017 by and between the CITY OF MONTGOMERY, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "City"), and First Hartford, a _____ Corporation, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of an 80 acre tract of land located adjacent to FM 1097 and Terra Vista Subdivision, Montgomery County, Texas sometimes referred to as the First Hartford Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes. WHEREAS, the City policy requires the Developer to establish an Escrow Fund with the City to reimburse the City for engineering costs, legal fees, consulting fees and administrative expenses incurred during the preliminary and final platting phase and for construction management and inspection services to be

provided for during the construction phase; and,

WHEREAS, City has determined that the estimated cost of providing such services will be approximately thirty-one thousand and 00/100 dollars.

AGREEMENT

ARTICLE I

SERVICES REQUIRED

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

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

ARTICLE II

FINANCING AND SERVICES

Section 2.01 All estimated costs and professional fees needed by City shall be financed by Developer. Developer agrees to advance funds to City for the purpose of funding such costs as herein set out:

Feasibility	\$ 5,000
Plan Review	4,000
Developer Coordination	3,000
Construction Coordination	5,000
Construction Inspection	12,000
Legal	1,000
<u>Administrative</u>	<u>1,000</u>
TOTAL:	\$ 31,000

Section 2.02 Developer agrees to submit payment of the Escrow Fund to City no later than ten (10) days after the execution of this Escrow Agreement.

Section 2.03 In the event the funds advanced are insufficient to cover the City's costs and expenses, Developer agrees to tender additional sums upon request to cover such costs and expenses. Any funds which may remain after the completion of the development described in this Escrow Agreement will be refunded to Developer.

ARTICLE III

MISCELLANEOUS

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

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* relied upon to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind

of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

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

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

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

If to City, to:

City Administrator
City of Montgomery

101 Old Plantersville Rd.
Montgomery, Texas 77356

If to Developer, to:

First Hartford

The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

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

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

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

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

Section 3.10 This Escrow Agreement and any amendments thereto, constitute all the

agreements between the parties relative to the subject matter thereof, and may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original.

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

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

CITY OF MONTGOMERY, TEXAS

By: _____
Kirk Jones, Mayor

ATTEST:

By: _____
Susan Hensley, City Secretary

Developer

By: _____

Signature

Title: _____

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

Notary Public, State of Texas

THE STATE OF TEXAS {

COUNTY OF _____ {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

Notary Public, State of Texas

ESCROW AGREEMENT
BY AND BETWEEN
THE CITY OF MONTGOMERY, TEXAS,
AND
ESTATES OF MIA LAGO, LLC.

THE STATE OF TEXAS ⤵

COUNTY OF MONTGOMERY ⤵

This Escrow Agreement, is made and entered into as of the 12TH day of September, 2017 by and between the CITY OF MONTGOMERY, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "City"), and ESTATES OF MIA LAGO, LLC, a _____ Corporation, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a 13.52 acre tract of land located in the Cab. Z, Sheet 2853 M.R. M.C.T. of Land in the John Corner Survey, A-8, Montgomery County, Texas sometimes referred to as the Villas of Mia Lago, Section 2 Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes. WHEREAS, the City policy requires the Developer to establish an Escrow Fund with the City to reimburse the City for engineering costs, legal fees, consulting fees and administrative expenses incurred during the preliminary and final platting phase and for construction

management and inspection services to be provided for during the construction phase; and,

WHEREAS, City has determined that the estimated cost of providing such services will be approximately .

AGREEMENT

ARTICLE I

SERVICES REQUIRED

Section 1.01 The development of the Villas of Mia Lago, Section 2 Tract will require the City to utilize its own personnel, its professionals and consultants; and the Escrow Fund will be used to reimburse the City its costs associated with these services.

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

ARTICLE II

FINANCING AND SERVICES

Section 2.01 All estimated costs and professional fees needed by City shall be financed by Developer. Developer agrees to advance funds to City for the purpose of funding such costs as herein set out:

Feasibility Study	\$ 75
Plan Review	6,000
Developer Coordination	3,000
Construction Coordination	3,000
<u>Construction Inspection</u>	<u>8,000</u>
 TOTAL	 \$20,075

Section 2.02 Developer agrees to submit payment of the Escrow Fund to City no later than ten (10) days after the execution of this Escrow Agreement.

Section 2.03 In the event the funds advanced are insufficient to cover the City's costs and expenses, Developer agrees to tender additional sums upon request to cover such costs and expenses. Any funds which may remain after the completion of the development described in this Escrow Agreement will be refunded to Developer.

ARTICLE III,

MISCELLANEOUS

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

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* relied upon to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind

of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

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

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

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

If to City, to:

City Administrator
City of Montgomery

101 Old Plantersville Rd.
Montgomery, Texas 77356

If to Developer, to:

The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

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

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

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

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

Section 3.10 This Escrow Agreement and any amendments thereto, constitute all the

agreements between the parties relative to the subject matter thereof, and may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original.

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

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

CITY OF MONTGOMERY, TEXAS

By: _____
Kirk Jones, Mayor

ATTEST:

By: _____
Susan Hensley, City Secretary

Developer

By:

Signature

Title: _____

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

Notary Public, State of Texas

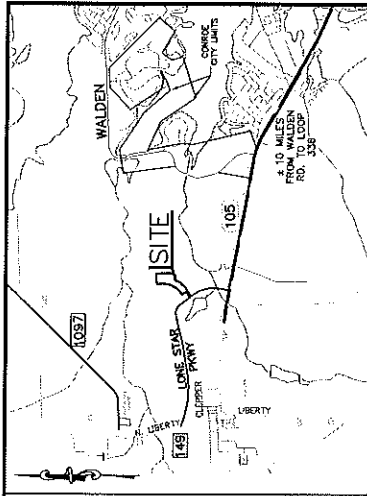
THE STATE OF TEXAS {

COUNTY OF _____ {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

Notary Public, State of Texas



VICINITY MAP
N.T.S. (KEY MAP=1230)

NOTES

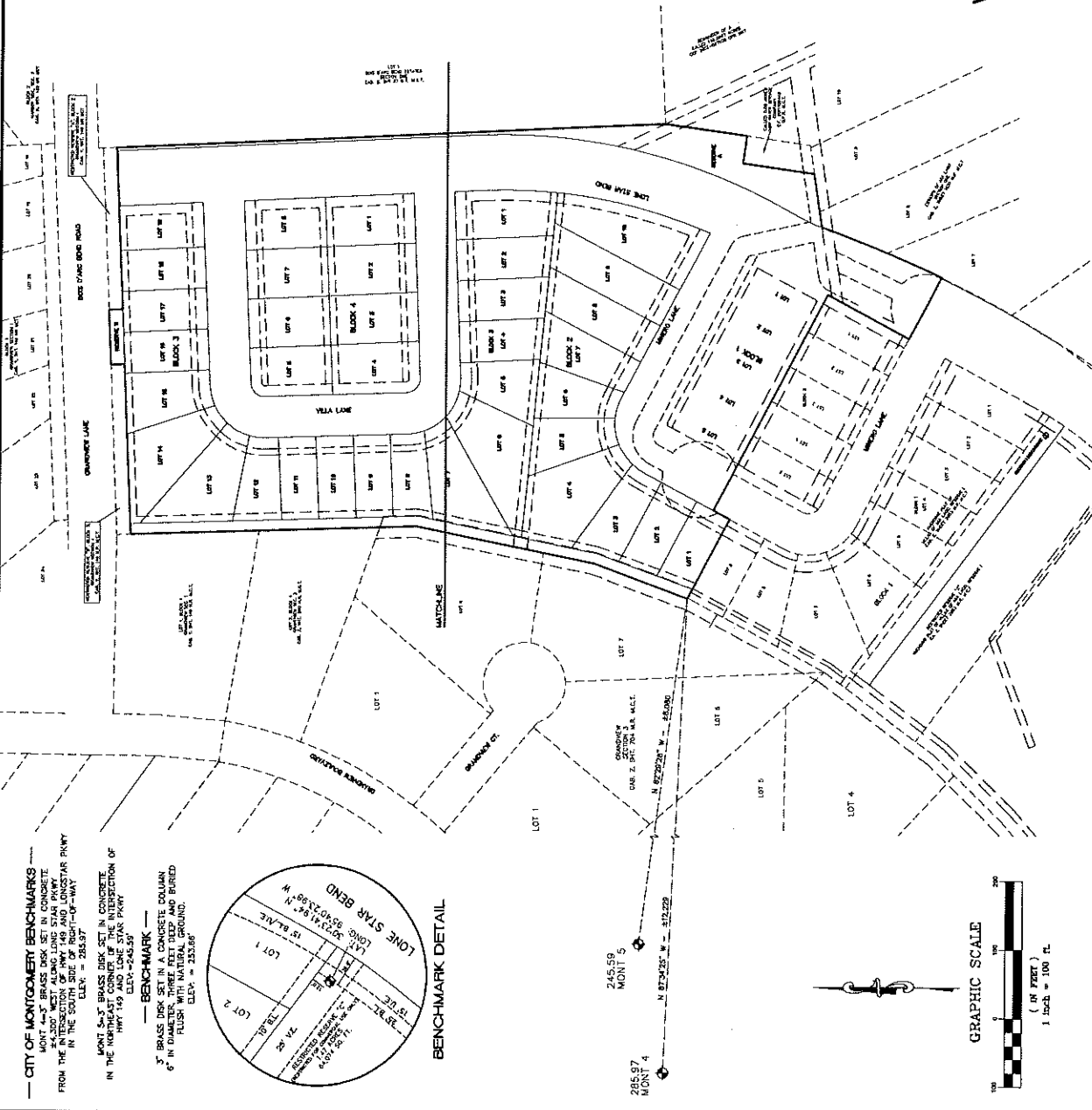
1. BRM MCT indicate Real Property Records of Montgomery County Texas
2. OPR MCT indicate Official Public Records of Real Property of Montgomery County Texas
3. OR MCT indicate Dead Records of Montgomery County Texas
4. UR MCT indicate Map Records Montgomery County Texas
5. RWM denote right-of-way
6. S.L. denote utility easement
7. S.E. denote building line
8. D.E. denote drainage easement
9. V.E. denote vegetative easement
10. All corners are 4x4 5/8 inch iron rods -/cap unless otherwise shown or noted.
11. There is a Five-Foot (5') Building Line Easement along each side lot lines unless otherwise shown.
12. There is a One-foot (1') easement indicated on a buffer separation between the side of and of the adjacent lot. This easement is intended to provide a buffer between the lot lines and the adjacent lot. This easement is intended to provide a buffer between the lot lines and the adjacent lot. This easement is intended to provide a buffer between the lot lines and the adjacent lot.
13. This property is subject to terms, conditions and stipulations of Texas Water Quality Board 20000008602 of the OFFICIAL PUBLIC RECORDS of Montgomery County, Texas, recorded in the Public Records of Montgomery County, Texas.
14. This property is subject to the terms, conditions and stipulations of easements being shown in the plat, granted to San Antonio Water Authority, recorded in Volume 271, Page 225 of the Public Records of Montgomery County, Texas.
15. This property is subject to terms, conditions and stipulations of Memorandum of Agreement by and between City of Montgomery, Texas, and Lone Lago, Inc. Phillip Laffore, and Holly Rogers Laffore and does not affect this plat.
16. Utility Easement and Easement of Access recorded in the Official Public Records of Montgomery County, Texas, recorded in the Public Records of Montgomery County, Texas, recorded in Volume 271, Page 225 of the Public Records of Montgomery County, Texas.
17. This property is located in Zone "C", Flood Map 4433422005, dated August 18, 2014, determined to be within 100 year flood plain. This plat does not include a designated Special Flood Hazard Area, indicated by 100 year flood or other flood areas.

FINAL PLAT OF VILLAS OF MIA LAGO SECTION 2

A RESIDENTIAL SUBDIVISION OF
13.52 ACRES (588,727 SQ. FT.)
CAB. Z, SHEET 2853 M.R. M.C.T.

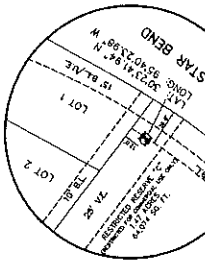
OF LAND IN THE
JOHN CORNER SURVEY, A-8
MONTGOMERY COUNTY, TEXAS

4 BLOCK 42 LOTS 2 RESERVES
APRIL 2017

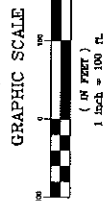


CITY OF MONTGOMERY BENCHMARKS
MONT "A-C" BRASS DISK SET IN CONCRETE
24,300' WEST ALONG LONG STAR PKWY
FROM THE INTERSECTION OF HWY 149 AND LONGSTAR PKWY
IN THE "B" RIGHT-OF-WAY
ELEV. = 285.97'
MONT "D" BRASS DISK SET IN CONCRETE
IN THE NORTHEAST CORNER OF THE INTERSECTION OF
HWY 149 AND LONE STAR PKWY
ELEV. = 285.93'

BENCHMARK
3" BRASS DISK SET IN A CONCRETE COLUMN
6" IN DIAMETER WITH A 1/2" DIA. BRASS DISK
FLUSH WITH NATURAL GROUND.
ELEV. = 253.86'



BENCHMARK DETAIL



OWNER/DEVELOPER:
Estates of Mia Lago, LLC
134 Mia Lago Drive
Montgomery County, Texas

ENGINEER:
David P. Kelly, P.E.
DPK Engineering, LLC
Firm Registration No. F9323
22719 Windsor Terrace
Cypress, Texas 77331
Ph: 281-300-1869

TOWN AND COUNTRY SURVEYORS
A LAND SURVEY COMPANY
22719 WINDSOR TERRACE
CYPRESS, TEXAS 77331
TEL: 281-300-1869
FAX: 281-300-1869

FINAL PLAT OF VILLAS OF MIA LAGO SECTION 2

COMPENSATING OPEN SPACE CALCULATION

BLOCK 1			BLOCK 3			BLOCK 4		
LOT	50 FT.	ACRES	LOT	50 FT.	ACRES	LOT	50 FT.	ACRES
1	9376	0.19	1	10092	0.23	1	9445	0.22
2	7695	0.15	2	6264	0.19	2	9415	0.22
3	7059	0.15	3	7775	0.19	3	9386	0.22
4	7695	0.15	4	7265	0.17	4	9445	0.22
5	9285	0.19	5	7645	0.18	5	9507	0.23
BLOCK 2			BLOCK 3			BLOCK 4		
1	6537	0.15	8	6585	0.15	7	8640	0.20
2	7353	0.17	9	6527	0.15	8	8640	0.20
3	8169	0.19	10	6527	0.15	9	8640	0.20
4	14121	0.32	11	6527	0.15	10	8640	0.20
5	7562	0.17	12	9937	0.18			
6	7428	0.17	13	11583	0.27			
7	8784	0.20	14	10219	0.28			
8	10231	0.23	15	8654	0.20			
9	11699	0.27	16	7254	0.17			
10	15995	0.37	17	7254	0.17			
			18	7224	0.17			
			19	7456	0.18			

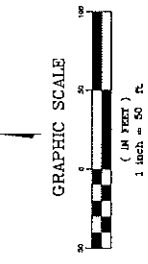
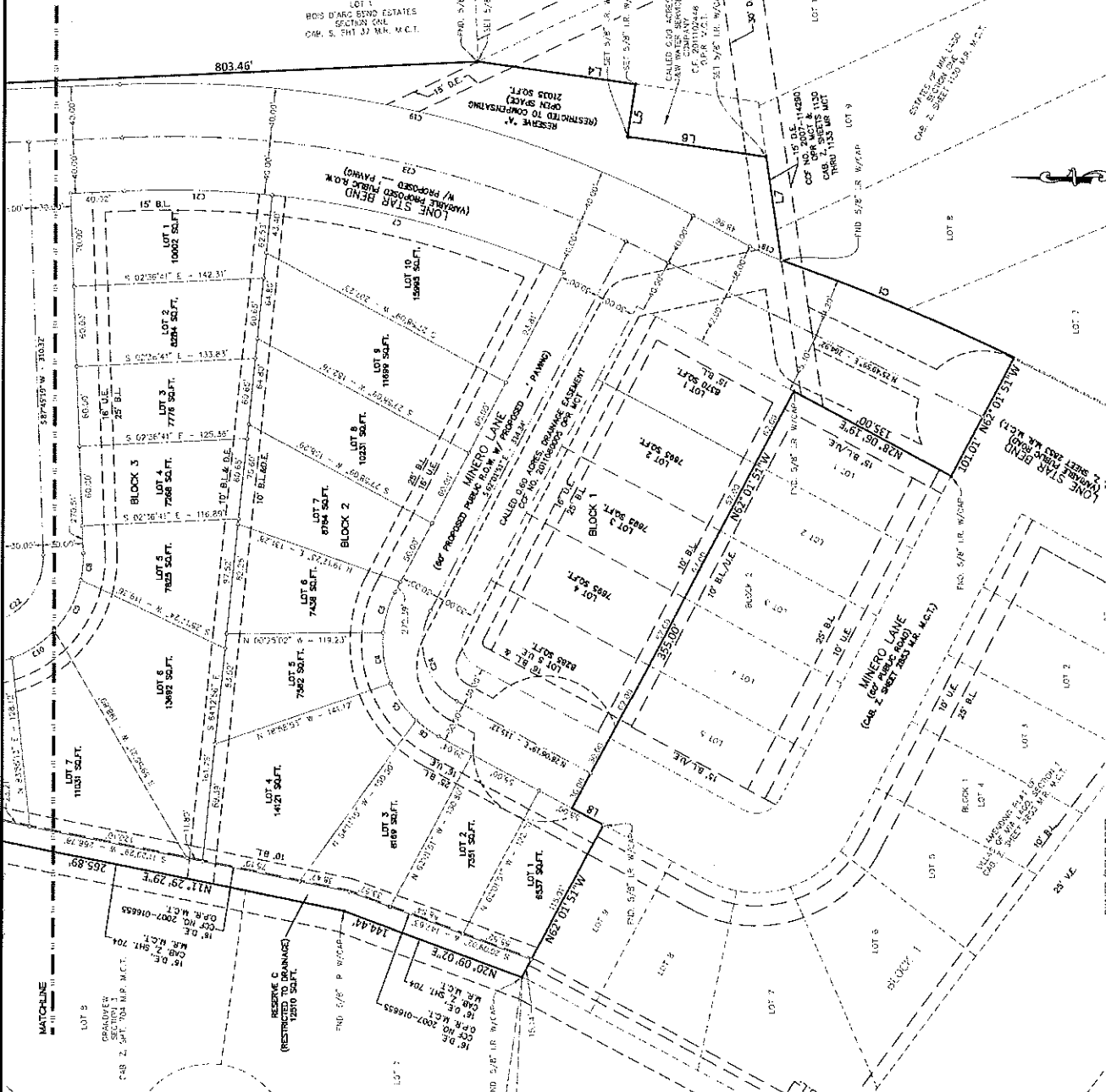
TOTAL 50 FT. 370,722
 42 LOTS x 5100 = 156,300
 RESTRICTED RESERVE "A" = 31,205
 RESTRICTED RESERVE "B" = 500
 RESTRICTED RESERVE "C" = 12,210

LINE TABLE

NO.	BEARING	LENGTH
11	N 02°24'52" W	20.00
12	N 87°35'08" E	80.00
13	S 07°24'52" E	20.00
14	S 09°07'48" W	119.85
15	N 81°53'20" W	40.00
16	S 89°02'40" W	106.04
17	S 87°27'22" W	78.21
18	S 28°06'39" W	58.00

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C1	180.71	1,745.32	6°15'59"	N 22°27'10" E	306.62
C2	31.37	20.00	89°53'09"	S 73°02'15" W	38.25
C3	31.37	80.00	22°40'41"	N 19°23'11" W	31.50
C4	34.88	80.00	27°09'59"	S 81°19'02" W	38.90
C5	34.07	80.00	24°24'02"	S 55°12'35" W	33.81
C6	20.81	80.00	14°54'15"	S 85°32'26" W	20.75
C7	230.84	760.00	17°24'10"	N 14°23'08" E	230.55
C8	133.36	760.00	87°34'44"	N 01°33'11" E	133.27
C9	20.25	80.00	14°24'07"	S 04°12'28" E	20.20
C10	42.79	80.00	30°38'11"	S 02°09'49" E	42.88
C11	38.17	80.00	27°20'08"	S 83°11'19" E	37.81
C12	24.87	80.00	17°03'12"	S 10°43'37" E	24.87
C13	24.88	80.00	17°04'00"	S 07°02'52" W	24.78
C14	37.42	80.00	26°47'58"	S 07°49'59" W	37.08
C15	31.15	80.00	22°18'27"	S 76°16'34" W	30.95
C16	31.15	20.00	89°13'46"	S 42°46'53" W	38.09
C17	31.37	20.00	90°26'07"	S 41°30'11" W	28.39
C18	45.33	80.00	30°43'07"	N 12°44'07" E	44.56
C19	74.08	154.15	9°41'30"	N 23°11'27" E	78.04
C20	78.93	50.00	30°26'40"	S 47°02'21" E	70.98
C21	77.87	50.00	40°13'48"	S 41°48'53" W	70.24
C22	438.89	800.00	30°43'00"	N 12°44'07" E	432.77



OWNER/DEVELOPER:
 Estates of Mia Lago, LLC
 134 Mia Lago Drive
 Montgomery County, Texas

ENGINEER:
 David P. Kelly, P.E.
 DPK Engineering, LLC
 Firm Registration No. F9323
 22719 Windsor Terrace
 Dallas, Texas 75241
 Phone: 214-300-1889

TOWN AND COUNTY ENGINEERS:
 TOWN OF MIA LAGO
 COUNTY OF MONTGOMERY, TEXAS
 224.217

FINAL PLAT OF VILLAS OF MIA LAGO SECTION 2

COMPENSATING OPEN SPACE CALCULATION

BLOCK 1	BLOCK 3	BLOCK 4
LOT 1 SQ.FT. ACRES	LOT 1 SQ.FT. ACRES	LOT 1 SQ.FT. ACRES
1 8370 0.19	1 10002 0.23	1 9445 0.22
2 7595 0.18	2 8284 0.19	2 9445 0.22
3 7595 0.18	3 7726 0.18	3 9355 0.22
4 7595 0.18	4 7268 0.17	4 9445 0.22
5 8095 0.19	5 7405 0.17	5 9807 0.20
BLOCK 2		
LOT 1 SQ.FT. ACRES	LOT 1 SQ.FT. ACRES	LOT 1 SQ.FT. ACRES
1 6507 0.15	1 11021 0.25	1 8840 0.20
2 7351 0.17	2 4521 0.10	2 8840 0.20
3 8159 0.19	3 6821 0.15	3 8840 0.20
4 14421 0.32	4 6821 0.15	4 8840 0.20
5 7402 0.17	5 6807 0.16	5 8840 0.20
6 7438 0.17	6 11545 0.27	6 8840 0.20
7 8184 0.20	7 12219 0.28	7 8840 0.20
8 10231 0.23	8 8694 0.20	8 8840 0.20
9 11699 0.27	9 7258 0.17	9 8840 0.20
10 15985 0.37	10 7254 0.17	10 8840 0.20
11 7854 0.18	11 7854 0.18	11 8840 0.20

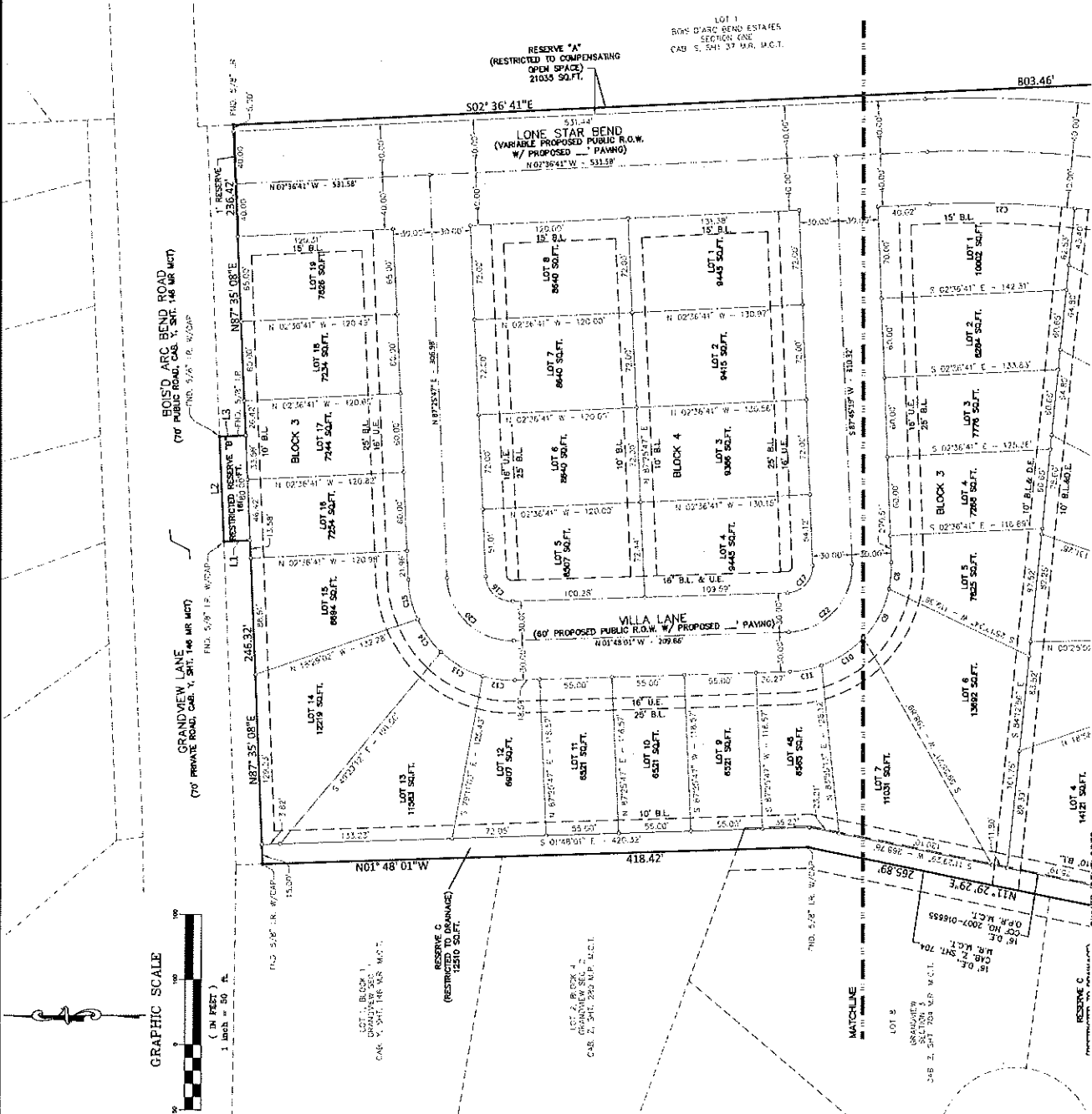
TOTAL SQ.FT. 370,732
 42 LOTS X 9,000 = 378,000
 RESTRICTED RESERVE "A" = 21,035
 RESTRICTED RESERVE "B" = 2,000
 RESTRICTED RESERVE "C" = 2,500

LINE TABLE

NO.	BEARING	LENGTH
L1	N 02°24'52" W	20.00
L2	N 87°53'09" E	80.00
L3	S 02°24'52" E	20.00
L4	S 87°53'09" W	21.88
L5	N 87°53'09" W	40.00
L6	S 02°24'52" W	106.04
L7	S 87°53'09" E	76.22
L8	S 87°53'09" W	55.60

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C1	176.52	671.99	N 22°27'37" E	190.02	
C2	31.37	20.00	S 73°02'13" W	28.35	
C3	31.71	80.00	N 73°02'13" W	31.50	
C4	18.88	80.00	S 87°29'02" W	38.50	
C5	34.07	80.00	S 87°29'02" W	38.50	
C6	20.81	80.00	N 87°29'02" E	20.75	
C7	239.84	700.00	N 34°29'08" E	229.59	
C8	20.35	80.00	S 87°29'02" E	20.30	
C9	42.79	80.00	S 87°29'02" E	42.38	
C10	38.17	80.00	S 87°29'02" E	37.81	
C11	24.97	80.00	S 87°29'02" E	24.87	
C12	24.88	80.00	S 87°29'02" W	24.78	
C13	37.42	80.00	S 87°29'02" W	37.08	
C14	31.15	80.00	S 87°29'02" W	30.95	
C15	31.15	20.00	S 87°29'02" W	28.09	
C16	31.57	20.00	S 87°29'02" W	28.39	
C17	65.33	840.00	N 32°44'09" E	64.86	
C18	26.08	154.15	N 32°44'09" E	26.04	
C19	78.93	50.00	S 87°29'02" E	78.08	
C20	77.07	50.00	S 87°29'02" W	76.33	
C21	428.89	400.00	N 32°44'09" E	423.17	



OWNER/DEVELOPER:
 Estates of Mia Lago, LLC
 134 Mia Lago Drive
 Montgomery County, Texas

ENGINEER:
 David P. Kelly, P.E.
 DPK Engineering, LLC
 32719 Windsor Terrace
 Fulshear, TX 77441
 Ph: 281-300-1863

TOWN AND COUNTY SURVEYORS:
 DPK Engineering, LLC
 32719 Windsor Terrace
 Fulshear, TX 77441
 Ph: 281-300-1863

3-8-2016 16-5610

FINAL PLAT OF
VILLAS OF MIA LAGO
SECTION 2

STATE OF TEXAS
 COUNTY OF MONTGOMERY
 STATE OF TEXAS

We, Nick Libartore, and Cecilia Bonilla, Agent and Member respectively, of Estates of Mia Lago, LLC, owners of the property subdivided in the above and foregoing map of Estates of Mia Lago, LLC, do hereby make subdivision of said property for and on behalf of said Estates of Mia Lago, LLC, and designate said subdivision as Villages of Mia Lago, Section 2, located in the northern portion of said Estates of Mia Lago, LLC, and designate the streets and lots on said Estates of Mia Lago, LLC, and designate the subdivision to be known as Villages of Mia Lago, Section 2, and do hereby waive any claims for damages occasioned by the establishment of said subdivision, and do hereby certify that the same conform to the requirements and desires of the owners, our successors and assigns to warrant and forever defend the title to the land so delineated.

FURTHER, we do hereby declare that all parcels of land designated as lots on this plat are subdivided into sections of residential dwelling units known (or the placement of such residential dwelling units) as shown on the plat hereunder, and that the plat and map are such restrictions filed herewith, unless otherwise noted.

IN TESTIMONY WHEREOF, the Estates of Mia Lago, LLC has caused these premises to be signed by Nick Libartore, its Agent, herewith authorized, attested by its Member, Cecilia, and its common seal hereunto affixed this _____ day of _____, 2017.

By: Nick Libartore, Agent
 Attest: Cecilia Bonilla, Member

STATE OF TEXAS
 COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Nick Libartore and Cecilia Bonilla, Agent and Member, of the Estates of Mia Lago, LLC, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2017.

Notary Public for Montgomery County, Texas
 Printed name _____
 My commission expires _____

SURVEYOR'S CERTIFICATION

I, Jay Dean Dentie, do hereby certify that I prepared this plat from an actual and correct survey of the land hereon shown, and that the same conform to the regulations of the City of Montgomery, Texas.

By: Jay Dean Dentie
 Registered Professional Land Surveyor
 Texas Registration No. 14282

CITY OF MONTGOMERY

I, THE UNDERSIGNED, Engineer for the City of Montgomery, hereby certify that this subdivision plat conforms to all requirements of the subdivision regulations of the City or to which the approval is required.

By: Ed Shepherdson, P.E.
 City Engineer

This plat and subdivision has been submitted to and considered by the City Planning and Zoning Commission and the City Council of the City of Montgomery, Texas, and is hereby approved by such Commission and Council.

Dated this _____ day of _____, 2017

By: Kirk Jones
 Mayor
 By: Nelson Cox
 Chairman - Planning and Zoning Commission

By: Susan Ramsey - City Secretary

COUNTY CLERK

I, Mark Turnbull, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with the certificate of authentication was filed for registration in my office on _____ day of _____, 2017, at _____ o'clock _____ a.m., and duly recorded on _____ day of _____, 2017, for said County _____ sheet _____ of _____.

WITNESS MY HAND AND SEAL OF OFFICE at Conroe, Montgomery County, Texas the day and date last above written.

By: Mark Turnbull, Clerk
 Montgomery County, Texas

By: _____
 Deputy

OWNER/DEVELOPER:
 Estates of Mia Lago, LLC
 134 Mia Lago Drive
 Montgomery County, Texas

ENGINEER:
 David P. Kelly, P.E.
 DPK Engineering, LLC
 Firm Registration No. FS323
 32719 Windsor Terrace
 P.O. Box 7746
 Ft. Worth, TX 76116
 Ph: 817-350-1869

SURVEYOR:



TOWN AND COUNTY SURVEYORS
 JAY DEAN DENTIE
 134 LANTANA DRIVE
 CONROE, TEXAS 77385
 TEL: 281-380-1869

APP. No. 16-0652

ESCROW AGREEMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

LEFCO INVESTMENTS, LLC DEVELOPMENT

THE STATE OF TEXAS ⤵

COUNTY OF MONTGOMERY ⤵

This Escrow Agreement, is made and entered into as of the 12th day of September, 2017 by and between the CITY OF MONTGOMERY, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "City"), and LEFCO INVESTMENTS, LLC DEVELOPMENT, a _____ Corporation, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of an 30.6076 acre tract of land located at the southwest corner of Lone Star Parkway and Buffalo Springs Drive, Montgomery County, Texas sometimes referred to as the Lake Creek Village, Section 3 Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes. WHEREAS, the City policy requires the Developer to establish an Escrow Fund with the City to reimburse the City for engineering costs, legal fees, consulting fees and administrative expenses incurred during the preliminary and final platting phase and for construction

management and inspection services to be provided for during the construction phase; and,

WHEREAS, City has determined that the estimated cost of providing such services will be approximately Eight Thousand and 00/100 dollars.

AGREEMENT

ARTICLE I

SERVICES REQUIRED

Section 1.01 The development of the Lake Creek Village, Section 3 Tract will require the City to utilize its own personnel, its professionals and consultants; and the Escrow Fund will be used to reimburse the City its costs associated with these services.

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

ARTICLE II

FINANCING AND SERVICES

Section 2.01 All estimated costs and professional fees needed by City shall be financed by Developer. Developer agrees to advance funds to City for the purpose of funding such costs as herein set out:

Plan Review	\$ 500
Developer Coordination	500
Construction Coordination	3,000
Construction Inspection	3,500
<u>One Year Warranty</u>	<u>500</u>
 TOTAL:	 \$ 8,000

Section 2.02 Developer agrees to submit payment of the Escrow Fund to City no later than

ten (10) days after the execution of this Escrow Agreement.

Section 2.03 In the event the funds advanced are insufficient to cover the City's costs and expenses, Developer agrees to tender additional sums upon request to cover such costs and expenses.

Any funds which may remain after the completion of the development described in this Escrow Agreement will be refunded to Developer.

ARTICLE III

MISCELLANEOUS

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

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* relied upon to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority,

insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

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

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

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

If to City, to:

City Administrator
City of Montgomery
101 Old Plantersville Rd.
Montgomery, Texas 77356

If to Developer, to:

The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

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

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

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

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

Section 3.10 This Escrow Agreement and any amendments thereto, constitute all the agreements between the parties relative to the subject matter thereof, and may be executed in

multiple counterparts, each of which when so executed shall be deemed to be an original.

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

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

CITY OF MONTGOMERY, TEXAS

By: _____
Kirk Jones, Mayor

ATTEST:

By: _____
Susan Hensley, City Secretary

Lefco Investments, LLC Development
Developer

By: _____

Signature

Title: _____

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

Notary Public, State of Texas

THE STATE OF TEXAS {

COUNTY OF _____ {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

Notary Public, State of Texas

Montgomery City Council
AGENDA REPORT

Meeting Date: September 12, 2017	Budgeted Amount:
Department:	
	Exhibits: Ordinance, Budget
Prepared By: Jack Yates City Administrator	
Date Prepared: September 7, 2017	

Subject

This is to adopt the Ordinance that adopts the Budget

Description

This is adoption of the budget document via the adoption Ordinance. It is the same Ordinance wording as previous years except for the budget year.

Recommendation

Motion to adopt the Ordinance as presented.

Approved By

City Administrator

Jack Yates

Date: September 7, 2017

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MONTGOMERY, TEXAS
ADOPTING AN OPERATING BUDGET FOR THE FISCAL YEAR 2017-2018.**

WHEREAS, applicable law requires the City of Montgomery, Texas to adopt a budget for the fiscal year 2017-2018; and

WHEREAS, a budget has been prepared for the fiscal year 2017-2018 as set forth in Exhibit "A" hereto and

WHEREAS, notice having been first given in the manner provided by law, the City Council conducted a public hearing upon such proposed budget; and

WHEREAS, the City Council has considered the proposed budget and made such changes as it considers warranted by law and in the best interest of the municipal taxpayers:

THEREFORE, BE IT ORDAINED by the City Council of the City of Montgomery, Texas:

Section 1. That the budget, including estimated revenues and proposed expenditures within the General Fund and each Special Fund is hereby approved and adopted as the Municipal Budget for the Fiscal Year beginning October 1, 2017 and ending September 30, 2018.

Section 2. That the monies set out within each fund are hereby appropriated out of each such respective fund for the payment of expenses lawfully attributable to such fund, all as itemized in the budget.

Section 3. That the budget may be amended from time to time as provide by law for the purposes of authorizing emergency expenditures or for municipal purposes, provided however, no obligation shall be incurred or any expenditure made except 'in conformity with the budget.

Section 4. That the City Administrator may, at any time, transfer any unencumbered appropriate from one line item to another line item within the same department, provided however, that no unencumbered appropriation may be transferred from one department to another except upon the express approval of the City Council.

Section 5. That the Mayor of the City of Montgomery, Texas, be, and is hereby authorized to execute the Ordinance on behalf of the City of Montgomery, Texas and the City Council.

PASSED THIS THE 12th day of September, 2017.

CITY OF MONTGOMERY, TEXAS

Mayor Kirk Jones

ATTEST:

Susan Hensley, City Secretary

APPROVED AS TO FORM:

Larry Foerster, City Attorney

**Fiscal Year 2017-18
Base Budget**

Summary of All Funds

	Proj. Balance 9/30/2017	FY 2017-18 Proj. Expense	FY 2017-18 Proj. Transfers	FY 2017-18 Proj. Revenue	Proj. Balance 9/30/2018
Governmental Funds					
General Fund	\$ 1,345,657	\$ 3,109,992	\$ 40,900	\$ 3,069,092	\$ 1,345,657
Debt Service Fund	188,453	669,096	313,040	417,502	\$ 249,899
Capital Projects Fund (Grants/ Etc)	1,092	4,942,200	461,200	4,485,000	\$ 5,092
Hotel Occupancy Fund	9,400	1,500	-	605	\$ 8,505
Court Technology Fund	23,647	5,000	-	10,002	\$ 28,649
Court Security Fund	5,745	500	(3,600)	6,005	\$ 7,650
Police Asset Forfeiture Fund	4,272	-	-	100	\$ 4,372
Total Governmental Funds	\$ 1,578,266	\$ 8,728,288	\$ 811,540	\$ 7,988,306	\$ 1,649,824
Non-Governmental Funds					
Water & Sewer Fund	352,084	1,545,976	(153,040)	1,737,780	\$ 390,848
Total Non-Governmental Funds	\$ 352,084	\$ 1,545,976	\$ (153,040)	\$ 1,737,780	\$ 390,848
<hr/>					
Total All Funds	\$ 1,930,350	\$ 10,274,264	\$ 658,500	\$ 9,726,086	\$ 2,040,672

* MIDC Fund is not shown and its transfers are shown as revenues to other funds.

GENERAL FUND - ALL 2017-18 PROPOSED

	2015-16 ACTUAL	TOTAL EST 2016-17 ACTUAL	2016-17 ADOPTED BUDGET	PROPOSED 2017- 18 BUDGET (7/12/17)	% OF CHANGE
Ordinary Income/Expense					
Beginning Balance	985,247.05	1,155,205.98		1,345,657.12	
Income					
14000.1 · Taxes & Franchise Fees					
14103 · Beverage Tax	4,823.08	9,720.78	4,000.00	11,000.00	175.00%
14111 · Franchise Tax	70,224.55	72,140.29	70,000.00	72,000.00	2.86%
14320 · Ad Valorem Taxes	253,942.31	332,094.30	339,912.00	402,412.00	18.39%
14330 · Penalties & Interest on Adv Tax	3,531.59	2,571.10	2,500.00	2,500.00	0.00%
14331 · Rendition Penalties	0.00	0.00	200.00	200.00	0.00%
14600 · Sales Tax	1,456,952.49	1,366,463.13	1,650,000.00	1,810,800.00	9.75%
Total 14000.1 · Taxes & Franchise Fees	1,789,474.02	1,782,989.60	2,066,612.00	2,298,912.00	
4000.2 · Permits & Licenses					
4105 · Building Permits	129,361.79	176,455.26	130,000.00	175,000.00	34.62%
4146 · Vendor Permits	0.00	0.00	100.00	100.00	0.00%
4611 · Sign Fee	1,335.30	2,482.00	1,500.00	1,800.00	20.00%
4612 · Misc Permit Fees(plats & Zoning	14,538.68	2,652.66	2,000.00	2,000.00	0.00%
Total 4000.2 · Permits & Licenses	145,235.77	181,589.92	133,600.00	178,900.00	
4000.4 · Fees for Service					
4380 · Community Bldg Rental	8,280.00	5,655.00	5,800.00	5,500.00	-5.17%
4381 · Kiosk Revenue	0.00	0.00	30.00	30.00	0.00%
4385 · Right of Way Use Fees	4,038.45	2,163.64	2,750.00	2,100.00	-23.64%
Total 4000.4 · Fees for Service	12,318.45	7,818.64	8,580.00	7,630.00	
4000.5 · Court Fines & Forfeitures					
4101 · Collection Fees	25,239.63	28,824.30	24,000.00	24,000.00	0.00%
4102 · Assets Forfeitures Child Belt/Safety (Dedicated)	0.00	0.00	1,100.00	500.00	-54.55%
4104 · Bond Fees (Dedicated)	0.00	0.00	(500.00)	-	-
4106 · Child Belt/Safety (Dedicated)	1,739.71	1,460.55	2,000.00	1,200.00	-40.00%
4110 · Fines	582,722.49	523,519.85	500,000.00	550,000.00	10.00%
4118 · OMNI	1,722.59	2,854.52	2,000.00	2,000.00	0.00%
4120 · State (Dedicated)	0.00	0.00	200,000.00	-	-100.00%
4125 · Warrant Fees	0.00	0.00	50.00	50.00	0.00%
4126 · Judicial Efficiency (Dedicated)	2,240.68	1,960.88	2,000.00	1,750.00	-12.50%
4130 · Accident Reports	299.00	198.00	200.00	180.00	-10.00%
Total 4000.5 · Court Fines & Forfeitures	613,964.10	558,818.10	730,850.00	579,680.00	
4000.6 · Other Revenues					
4180 · Unanticipated Income	38,064.14	12,265.35	-	1,000.00	-
4191 · Interest Income	538.79	473.38	500.00	470.00	-6.00%
4192 · Interest on Investments	1,446.41	1,802.61	1,000.00	1,800.00	80.00%
Total 4000.6 · Other Revenues	40,049.34	14,541.34	1,500.00	3,270.00	
50 · Proceeds from Sales	0.00	3,000.00	10,000.00	200.00	-98.00%
52 · Proceeds/FEMA - (due to CPF)	0.00	92,796.62	-	-	-
93 · Police Grant Revenue	0.00	2,301.88	-	500.00	-
Total Income	2,601,041.68	2,643,856.10	2,951,142.00	3,069,092.00	
Expense					
30 · Personnel					
33.1 · Health Ins.	95,107.24	94,707.05	98,560.00	105,990.00	7.54%
33.4 · Unemployment Ins.	3,506.38	87.67	4,960.00	3,110.00	-37.30%
33.5 · Workers Comp.	17,724.60	19,588.23	19,910.00	15,810.00	-20.59%
33.6 · Dental & Vision Insurance	9,752.14	11,155.74	11,400.00	11,780.00	3.33%
33.7 · Life & AD&D Insurance	678.44	973.00	1,450.00	970.00	-33.10%
30 · Payroll Taxes	79,802.09	88,728.98	81,990.00	89,950.00	9.71%

GENERAL FUND - ALL 2017-18 PROPOSED

16600 · Wages	963,526.17	964,503.52	1,040,560.00	1,179,350.00	13.34%
16600.1 · Overtime	26,689.47	26,490.76	19,500.00	20,000.00	2.56%
16620 · Retirement Expense	41,097.72	56,913.26	42,520.00	50,600.00	19.00%
Total 16000 · Personnel	1,237,884.25	1,263,148.21	1,320,850.00	1,477,560.00	
16001 · Communications					
16338 · Advertising/Promotion	4,392.44	5,571.00	9,000.00	4,626.98	-48.59%
Total 16001 · Communications	4,392.44	5,571.00	9,000.00	4,626.98	
16002 · Contract Services					
16102 · General Consultant Fees	22,125.56	9,984.79	61,200.00	32,000.00	-47.71%
16220 · Omni Expense	1,830.00	3,195.45	3,500.00	3,500.00	0.00%
16242 · Prosecutors Fees	10,350.00	8,550.00	11,500.00	11,500.00	0.00%
16280 · Mowing	63,050.30	78,281.70	85,000.00	80,600.00	-5.18%
16299 · Inspections/Permits	55,296.16	79,361.83	55,000.00	81,000.00	47.27%
16310 · Judge's Fee	13,000.00	18,000.00	18,000.00	18,000.00	0.00%
16320 · Legal	40,139.41	23,324.96	38,000.00	34,500.00	-9.21%
16321 · Audit Fees	17,350.00	13,925.00	19,000.00	14,000.00	-26.32%
16322 · Engineering	85,471.20	54,755.25	75,000.00	82,000.00	9.33%
16326 · Collection Agency Fees	23,496.03	44,725.21	30,000.00	45,000.00	50.00%
16333 · Accounting Fees	81,075.69	92,304.75	79,000.00	84,000.00	6.33%
16335 · Repairs & Maintenance					
16335.1 · Maintenance - Vehicles & Equip					
16334 · Gas/Oil	26,733.28	28,890.82	29,500.00	32,000.00	8.47%
16343 · Tractor & Mower	135.23	60.11	2,000.00	1,000.00	-50.00%
16357 · Auto Repairs	22,831.55	19,277.29	17,500.00	21,500.00	22.86%
16373 · Equipment repairs	5,676.66	5,641.35	6,500.00	9,500.00	46.15%
16374 · Building Repairs-City Hall/Comm	22,562.91	3,268.38	18,500.00	18,500.00	0.00%
16375 · Street Repairs - Minor					
16375.1 · Streets-Preventive Maintenance	0.00	10,975.00	18,000.00	18,000.00	0.00%
16375 · Street Repairs - Minor - Other	12,212.93	11,999.35	15,000.00	15,000.00	0.00%
Total 16375 · Street Repairs - Minor	12,212.93	22,974.35	33,000.00	33,000.00	
16335.1 · Maintenance - Vehicles & Equip - O	51.00	15.00	-	1,500.00	-
Total 16335.1 · Maintenance - Vehicles & Equip	90,203.56	80,127.30	107,000.00	117,000.00	
16335 · Repairs & Maintenance - Other	11,362.09	8,239.98	21,300.00	18,000.00	-15.49%
Total 16335 · Repairs & Maintenance	101,565.65	88,367.28	128,300.00	135,000.00	
16337 · Street Signs	5,497.44	8,668.21	6,500.00	6,500.00	0.00%
16340 · Printing & Office supplies	8,821.31	4,075.33	8,000.00	7,200.00	-10.00%
16342 · Computers/Website	25,740.55	19,409.25	14,800.00	29,800.00	101.35%
16350 · Postage/Delivery	3,293.16	3,200.50	5,300.00	5,100.00	-3.77%
16351 · Telephone	18,047.28	20,786.08	31,900.00	22,350.00	-29.94%
16360 · Tax Assessor Fees	4,516.00	5,046.87	4,500.00	7,320.00	62.67%
16370 · Elections	0.00	0.00	16,000.00	16,000.00	0.00%
17030 · Mobil Data Terminal	21,882.30	15,095.20	8,000.00	16,000.00	100.00%
17031 · Police Officer Scheduling Serv	2,091.35	376.29	2,000.00	2,000.00	0.00%
17040 · Computer/Technology	22,810.21	17,918.41	14,000.00	24,500.00	75.00%
17510 · State Portion of Fines/Payonts	221,099.56	199,489.31	200,000.00	200,000.00	0.00%
Total 16002 · Contract Services	848,549.16	808,841.67	914,500.00	957,870.00	
6003 · Supplies & Equipment					
6244 · Radio Fees	4,270.14	420.00	5,000.00	4,398.24	-12.04%
6328 · Uniforms	11,483.08	6,142.93	16,000.00	14,500.00	-9.38%
6328.1 · Protective Gear	0.00	0.00	-	3,000.00	-
6358 · Copier/Fax Machine Lease	14,016.06	18,699.22	14,000.00	20,300.00	45.00%
6460 · Operating Supplies (Office)					
16460.1 · Streets and Drainage	4,800.08	1,853.20	3,500.00	3,500.00	0.00%
16460.2 · Cedar Brake Park	2,066.90	2,143.65	4,000.00	4,000.00	0.00%
16460.3 · Homecoming Park	1,056.54	504.86	6,000.00	2,000.00	-66.67%
16460.4 · Fernland Park	1,564.96	1,100.69	3,000.00	2,500.00	-16.67%

GENERAL FUND - ALL 2017-18 PROPOSED

16460.5 · Community Building	3,605.99	2,840.42	5,000.00	4,000.00	-20.00%
16460.6 · Tools, Etc	1,528.95	2,128.94	2,000.00	2,800.00	40.00%
16460.7 · Memory Park	1,509.69	1,696.04	3,000.00	3,000.00	0.00%
16460 · Operating Supplies (Office) - Other	21,118.89	15,297.30	25,600.00	20,400.00	-20.31%
Total 16460 · Operating Supplies (Office)	37,252.00	27,565.10	52,100.00	42,200.00	
16503 · Code Enforcement Expenses	0.00	0.00	1,000.00	1,000.00	0.00%
17010 · Emergency Equipment	0.00	0.00	3,000.00	2,000.00	-33.33%
17050 · Radios	25,844.00	22,915.29	25,000.00	25,000.00	0.00%
17100 · Capital Purchase Furniture	0.00	11,359.11	23,200.00	11,400.00	-50.86%
16003 · Supplies & Equipment - Other	2,701.95	733.07	7,000.00	3,000.00	-57.14%
Total 16003 · Supplies & Equipment	84,084.15	81,691.79	130,300.00	126,798.24	
16004 · Staff Development					
16241 · Police Training/Education	5,145.11	4,396.15	7,000.00	6,300.00	-10.00%
16339 · Dues & Subscriptions	3,279.00	2,959.16	4,000.00	3,500.00	-12.50%
16341 · Community Relations (Education)	4,922.69	1,203.24	3,200.00	3,200.00	0.00%
16354 · Travel & Training (Travel)	15,489.60	24,419.34	20,500.00	22,500.00	9.76%
6004 · Staff Development - Other	25.00	25.00	-	-	-
Total 16004 · Staff Development	28,861.40	33,002.89	34,700.00	35,500.00	
6005 · Maintenance					
6228 · Park Maint-Memory Pk	6,990.25	958.76	8,500.00	8,500.00	0.00%
6229 · Park Maint - Fernland	2,486.93	2,630.19	9,800.00	23,100.00	135.71%
6230 · Park Maint-Cedar Brake Park	5,219.45	5,563.52	6,000.00	6,000.00	0.00%
6231 · Park Maint - Homecoming Park	174.63	1,035.62	2,500.00	2,000.00	-20.00%
Total 16005 · Maintenance	14,871.26	10,188.09	26,800.00	39,600.00	
16006 · Insurance					
353.2 · Liability Ins.	17,152.36	21,505.92	16,620.00	14,100.00	-15.16%
353.3 · Property Ins.	4,431.00	5,482.88	4,600.00	5,500.00	19.57%
Total 16006 · Insurance	21,583.36	26,988.80	21,220.00	19,600.00	
16007 · Utilities					
351.1 · Memory Park Water	0.00	0.00	0.00	4,000.00	-
351.2 · Fernland Park Water	0.00	0.00	0.00	700.00	-
352.0 · Electronic Sign-City	4,129.84	568.31	500.00	600.00	20.00%
352.1 · Street Lights	417.55	13,798.60	13,000.00	14,200.00	9.23%
352.2 · Traffic Lights	452.62	320.23	1,200.00	340.00	-71.67%
352.3 · Cedar Brake Park	13,176.72	2,432.35	3,200.00	2,600.00	-18.75%
352.4 · Homecoming Park	330.04	1,259.97	1,200.00	1,300.00	8.33%
352.5 · Fernland Park	1,637.07	4,088.99	3,100.00	4,200.00	35.48%
352.6 · Utilities - City Hall	789.87	10,086.55	8,000.00	10,500.00	31.25%
352.7 · Utilities - Gas	2,230.58	756.95	1,200.00	920.00	-23.33%
352.8 · Utilities - Comm Center Bldg	6,739.01	5,202.60	7,500.00	5,400.00	-28.00%
352.9 · Utilities-Memory Pk	718.69	11,426.48	15,000.00	10,000.00	-33.33%
16007 · Utilities - Other	3,137.04	73.42	-	100.00	-
Total 16007 · Utilities	33,759.03	50,014.45	53,900.00	54,860.00	
16008 · Capital Outlay					
7070 · Cap Outlay- Com Building Proj	0.00	134.84	2,000.00	1,500.00	-25.00%
7070 · Capital Outlay - Police Cars					
7070.1 · Emergency Lights, Decals	19,158.54	16,669.53	25,000.00	15,000.00	-40.00%
7070.3 · Vid Tec - In Car	0.00	0.00	12,000.00	27,500.00	129.17%
7070.4 · Tsf to CPF-Vehicle ReplacementVid Tec	0.00	0.00	-	15,000.00	-
7070 · Capital Outlay - Police Cars - Other	53,877.98	49,404.35	63,000.00	31,750.00	-49.60%
Total 16008 · Capital Outlay - Police Cars	73,036.52	66,073.88	100,000.00	89,250.00	
7071 · Cap Purchase - Computers/Equip					
7071.1 · Copsync	5,285.16	5,483.88	6,500.00	6,500.00	0.00%
7071.2 · Radar	3,445.88	1,733.00	4,000.00	4,000.00	0.00%

GENERAL FUND - ALL 2017-18 PROPOSED

17071.4 · Laser Fish (Software Equip)	0.00	3,489.20	1,000.00	3,700.00	270.00%
17071.6 · Investigative and Testing Equip	0.00	0.00	3,000.00	4,000.00	33.33%
17071.7 · Ballistic Vests & Shields	0.00	0.00	5,000.00	4,700.00	-6.00%
17071 · Cap Purchase - Computers/Equip - Other	20,040.90	15,425.22	22,700.00	17,000.00	-25.11%
Total 17071 · Cap Purchase - Computers/Equip	28,771.94	26,131.30	42,200.00	39,900.00	
17071.5 · Patrol Weapons	0.00	0.00	4,000.00	5,200.00	30.00%
17072 · Capital Outlay-PWorks Items	39,733.43	56,168.84	56,400.00	60,000.00	6.38%
17080 · Capital Outlay-Improvements	1,010.13	35,105.15	10,000.00	15,000.00	50.00%
Total 16008 · Capital Outlay	142,552.02	183,614.01	214,600.00	210,850.00	
16009 · Miscellaneous Expenses					
16590 · Misc. Expense	26,524.54	3,545.35	3,600.00	4,932.15	37.00%
16009 · Miscellaneous Expenses - Other	940.13	280.00	-	300.00	-
Total 16009 · Miscellaneous Expenses	27,464.67	3,825.35	3,600.00	5,232.15	
16010 · Contingency	0.00	0.00	100.00	100.00	0.00%
16356 · Contract Labor Streets	24,820.00	0.00	-	129,219.01	-
16500 · Leases - Parks and Recreation					
16504 · Adams Park	2,641.01	3,364.70	3,800.00	3,400.00	-10.53%
Total 16500 · Leases - Parks and Recreation	2,641.01	3,364.70	3,800.00	3,400.00	
17000 · Capital Purchase	0.00	24,054.00	-	24,775.62	-
17500 · Sales Tax Rebatement	0.00	0.00	148,000.00	20,000.00	-86.49%
Total Expense	2,471,462.75	2,494,304.96	2,881,370.00	3,109,992.00	
Net Ordinary Income	129,578.93	149,551.14	69,772.00	-40,900.00	
Other Income/Expense					
Other Income					
14000.3 · Transfers In					
14620.2 · Admin Transfer from MEDC	37,500.00	37,500.00	37,500.00	37,500.00	0.00%
14620.4 · Admin Trf from Court Security	2,880.00	3,400.00	3,400.00	3,400.00	0.00%
Total 14000.3 · Transfers In	40,380.00	40,900.00	40,900.00	40,900.00	
Total Other Income	40,380.00	40,900.00	40,900.00	40,900.00	
Net Other Income	40,380.00	40,900.00	40,900.00	40,900.00	
Net Income	169,958.93	190,451.14	110,672.00	-0.00	
Enging Balance	1,155,205.98	1,345,657.12		1,345,657.12	

ADMIN CLASS 2017-18 PROPOSED

	TOTAL Est			Proposed 2017-
	2015-16 Actual	2016-17 Actual	2016-17 Budget	18 Budget (7/12/17)
Ordinary Income/Expense				
Expense				
16000 · Personnel				
16353.1 · Health Ins.	11,673.36	11,896.36	12,000.00	10,500.00
16353.4 · Unemployment Ins.	569.52	448.02	370.00	600.00
16353.5 · Workers Comp.	721.92	712.03	650.00	900.00
16353.6 · Dental & Vision Insurance	1,035.44	1,106.88	1,400.00	1,540.00
16353.7 · Life & AD&D Insurance	99.12	99.12	160.00	140.00
16560 · Payroll Taxes	13,367.44	16,117.70	14,630.00	16,000.00
16600 · Wages	168,634.51	145,837.22	184,500.00	230,350.00
16620 · Retirement Expense	6,610.79	7,355.54	6,410.00	8,400.00
Total 16000 · Personnel	202,712.10	183,572.87	220,120.00	268,430.00
6001 · Communications				
16338 · Advertising/Promotion	2,842.90	3,035.90	7,000.00	3,126.98
Total 16001 · Communications	2,842.90	3,035.90	7,000.00	3,126.98
6002 · Contract Services				
16102 · General Consultant Fees	0.00	3,575.00	34,200.00	6,000.00
16320 · Legal	40,139.41	21,282.96	33,000.00	32,000.00
16321 · Audit Fees	17,350.00	13,925.00	19,000.00	14,000.00
16322 · Engineering	0.00	20,000.00	40,000.00	32,000.00
16333 · Accounting Fees	81,075.69	92,304.75	79,000.00	84,000.00
16335 · Repairs & Maintenance	1,350.00	0.00	6,300.00	3,000.00
16340 · Printing & Office supplies	2,581.59	1,891.77	3,000.00	2,000.00
16342 · Computers/Website	1,200.00	780.52	3,000.00	4,000.00
16350 · Postage/Delivery	1,099.67	1,941.10	2,400.00	2,500.00
16351 · Telephone	13,031.12	14,010.26	13,000.00	14,750.00
16370 · Election	0.00	0.00	16,000.00	16,000.00
16360 · Tax Assessor Fees	4,516.00	5,046.87	4,500.00	7,320.00
17040 · Computer/Technology	4,431.24	5,559.79	10,000.00	6,000.00
Total 16002 · Contract Services	166,774.72	180,318.02	263,400.00	223,570.00
6003 · Supplies & Equipment				
16358 · Copier/Fax Machine Lease	7,640.38	7,806.96	8,000.00	8,200.00
16460 · Operating Supplies (Office)	10,537.52	4,239.61	10,600.00	5,600.00
17100 · Capital Purchase Furniture	0.00	0.00	3,200.00	1,900.00
Total 16003 · Supplies & Equipment	18,177.90	12,046.57	21,800.00	15,700.00
6004 · Staff Development				
16339 · Dues & Subscriptions	2,166.50	2,039.16	1,500.00	2,000.00
16341 · Community Relations (Education)	2,320.39	145.00	1,400.00	1,200.00
16354 · Travel & Training (Travel)	4,597.99	8,500.00	6,000.00	6,500.00
16004 · Staff Development - Other	25.00	0.00	0.00	0.00
Total 16004 · Staff Development	9,109.88	10,684.16	8,900.00	9,700.00
6006 · Insurance				
16353.2 · Liability Ins.	4,587.28	4,919.52	6,900.00	3,080.00
16353.3 · Property Ins.	1,595.40	1,878.88	2,200.00	1,970.00
Total 16006 · Insurance	6,182.68	6,798.40	9,100.00	5,050.00
6007 · Utilities				
16352.0 · Electronic Sign-City	109.63	0.00	0.00	0.00

ADMIN CLASS 2017-18 PROPOSED

16352.7 · Utilities - Gas	718.69	756.95	0.00	820.00
Total 16007 · Utilities	828.32	756.95	0.00	820.00
16008 · Capital Outlay				
17071 · Cap Purchase - Computers/Equip				
17071.4 · Laser Fish (Software Equip)	1,722.94	1,744.60	0.00	1,900.00
17071 · Cap Purchase - Computers/Equip - Other	77.23	594.18	2,700.00	3,000.00
Total 17071 · Cap Purchase - Computers/Equip	1,800.17	2,338.78	2,700.00	4,900.00
17072 · Capital Outlay - PW Items	139.05	0.00	0.00	0.00
17080 · Capital Outlay-Improvements	0.00	24,520.00	0.00	10,000.00
Total 16008 · Capital Outlay	1,939.22	26,858.78	2,700.00	14,900.00
16009 · Miscellaneous Expenses				
16590 · Misc. Expense	19,660.03	905.00	0.00	932.15
16009 · Misc Expenses - Other	54.51	0.00	0.00	0.00
Total 16009 · Miscellaneous Expenses	19,714.54	905.00	0.00	932.15
16500 · Leases - Parks and Recreation				
16504 · Adams Park	2,641.01	3,364.70	3,800.00	3,400.00
Total 16500 · Leases - Parks and Recreation	2,641.01	3,364.70	3,800.00	3,400.00
17500 · Sales Tax Rebatement	0.00	0.00	148,000.00	20,000.00
Total Expense	430,923.27	428,341.35	684,820.00	565,629.13
Net Ordinary Income	-430,923.27	-428,341.35	-684,820.00	-565,629.13
Net Income	-430,923.27	-428,341.35	-684,820.00	-565,629.13

POLICE CLASS 2017-18 PROPOSED

	TOTAL Est			Proposed 2017-18
	2015-16 Actual	2016-17 Actual	2016-17 Budget	Budget (7/12/17)
Ordinary Income/Expense				
Expense				
16000 · Personnel				
16353.1 · Health Ins.	54,317.48	47,594.24	50,000.00	53,720.00
16353.4 · Unemployment Ins.	1,888.16	-1,815.62	3,600.00	1,300.00
16353.5 · Workers Comp.	13,146.62	15,139.20	14,500.00	11,000.00
16353.6 · Dental & Vision Insurance	5,622.80	5,930.34	6,000.00	6,000.00
16353.7 · Life & AD&D Insurance	532.52	600.98	750.00	500.00
16560 · Payroll Taxes	43,941.43	40,158.78	44,000.00	49,000.00
16600 · Wages	534,036.41	502,271.31	552,600.00	618,480.00
16600.1 · Overtime	19,691.92	20,755.82	16,000.00	14,000.00
16620 · Retirement Expense	23,722.68	28,843.89	23,500.00	25,000.00
Total 16000 · Personnel	696,900.02	659,478.94	710,950.00	779,000.00
16001 · Communications				
16338 · Advertising/Promotion	802.04	312.00	2,000.00	500.00
Total 16001 · Communications	802.04	312.00	2,000.00	500.00
16002 · Contract Services				
16335 · Repairs & Maintenance				
16335.1 · Maintenance - Vehicles & Equip				
16334 · Gas/Oil	23,143.68	25,136.06	26,000.00	28,000.00
16357 · Auto Repairs	21,251.99	18,253.77	15,000.00	19,000.00
16373 · Equipment repairs	2,302.83	1,312.47	3,000.00	5,000.00
16335.1 · Maintenance - Vehicles & Equip	36.00	0.00	0.00	0.00
Total 16335.1 · Maintenance - Vehicles & Equip	46,734.50	44,702.30	44,000.00	52,000.00
Total 16335 · Repairs & Maintenance	46,734.50	44,702.30	44,000.00	52,000.00
16003 · Supplies & Equipment				
16340 · Printing & Office supplies	3,842.03	400.16	2,000.00	2,000.00
16342 · Computers/Website	17,982.62	12,940.08	4,000.00	18,000.00
16350 · Postage	46.57	0.00	700.00	400.00
16351 · Telephone	1,098.88	1,636.78	15,000.00	2,000.00
16360 · Mobil Data Terminal	21,882.30	14,713.52	8,000.00	16,000.00
16361 · Police Officer Scheduling Serv	2,091.35	376.29	2,000.00	2,000.00
16364 · Computer/Technology (GTIN/Tokens)	7,971.27	1,212.71	2,000.00	7,000.00
Total 16002 · Contract Services	101,649.52	75,981.84	77,700.00	99,400.00
16003 · Supplies & Equipment				
16244 · Radio Fees	4,270.14	420.00	5,000.00	4,398.24
16328 · Uniforms	7,864.41	8,981.50	8,000.00	8,000.00
16328.1 · Protective Gear	0.00	0.00	0.00	3,000.00
16358 · Copier/Fax Machine Lease	4,449.59	5,762.78	3,000.00	6,800.00
16460 · Operating Supplies (Office)				
16460.10 - Emergency Equip	93.25	0.00	3,000.00	2,000.00
16460.6 · Tools, Etc	0.00	18.63	0.00	300.00
16460 · Operating Supplies (Office) - Other	4,704.43	2,521.03	5,000.00	3,800.00
Total 16460 · Operating Supplies (Office)	4,797.68	2,539.66	8,000.00	6,100.00
16005 · Radios	25,844.00	22,915.29	25,000.00	25,000.00
16006 · Capital Purchase Furniture	0.00	2,966.28	15,000.00	6,000.00
Total 16003 · Supplies & Equipment	47,225.82	43,585.51	64,000.00	59,298.24

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16004 · Staff Development				
16241 · Police Training/Education	5,145.11	4,396.15	7,000.00	6,300.00
16339 · Dues & Subscriptions	670.50	569.00	2,000.00	1,000.00
16341 · Community Relations (Education)	1,340.30	1,029.03	1,300.00	1,300.00
16354 · Travel & Training (Travel)	6,926.68	5,662.44	5,000.00	6,000.00
Total 16004 · Staff Development	14,082.59	11,656.62	15,300.00	14,600.00
16006 · Insurance				
16353.2 · Liability Ins.	11,311.08	14,951.88	8,500.00	8,960.00
16353.3 · Property Ins.	2,335.20	2,967.96	2,000.00	2,850.00
Total 16006 · Insurance	13,646.28	17,919.84	10,500.00	11,810.00
16008 · Capital Outlay				
17070 · Capital Outlay - Police Cars				
17070.1 · Emergency Lights, Decals	19,158.54	16,669.53	25,000.00	15,000.00
17070.3 · Vid Tec - In Car Emergency Lights, Decals	1,376.18	0.00	12,000.00	27,500.00
17070.4 · Transfer to CPF-Vehicle Replacement	0.00	0.00	0.00	15,000.00
17070 · Capital Outlay - Police Cars - Other	52,501.80	49,404.35	63,000.00	31,750.00
Total 17070 · Capital Outlay - Police Cars	73,036.52	66,073.88	100,000.00	89,250.00
17071 · Cap Purchase - Computers/Equip				
17071.1 · Copsync	5,285.16	5,483.88	6,500.00	6,500.00
17071.6 · Investigative and Testing Equip	142.77	0.00	3,000.00	4,000.00
17071.7 · Ballistic Vests & Shields Radar	1,936.02	0.00	5,000.00	4,700.00
17071.2 · Radar	0.00	1,733.00	4,000.00	4,000.00
17071 · Cap Purchase - Computers/Equip - Other	16,771.35	14,339.04	15,000.00	10,000.00
Total 17071 · Cap Purchase - Computers/Equip	24,135.30	21,555.92	33,500.00	29,200.00
17071.5 · Patrol Weapons	1,010.13	0.00	4,000.00	5,200.00
Total 16008 · Capital Outlay	98,181.95	87,629.80	137,500.00	123,650.00
16009 · Miscellaneous Exp	35.62	0.00	1,000.00	300.00
16010 - Contingency	500.00	0.00	100.00	100.00
Total Expense	973,023.84	896,564.55	1,019,050.00	1,088,658.24
Net Ordinary Income	-973,023.84	-896,564.55	-1,019,050.00	-1,088,658.24
Net Income	-973,023.84	-896,564.55	-1,019,050.00	-1,088,658.24

PUBLIC WORKS CLASS
2017-18 PROPOSED

	TOTAL Est			Proposed
	2015-16 Actual	2016-17 Actual	2016.17 Budget	2017-18 Budget (7/12/17)
Ordinary Income/Expense				
Expense				
16000 · Personnel				
16353.1 · Health Ins.	11,646.56	17,368.61	17,060.00	17,900.00
16353.4 · Unemployment Ins.	526.70	762.76	400.00	500.00
16353.5 · Workers Comp.	3,374.35	3,310.65	4,400.00	3,310.00
16353.6 · Dental & Vision Insurance	1,252.04	1,985.42	2,400.00	2,000.00
16353.7 · Life & AD&D Insurance	282.12	114.64	320.00	130.00
16560 · Payroll Taxes	10,275.70	18,002.47	11,680.00	10,600.00
16600 · Wages	95,748.28	135,231.09	150,760.00	143,000.00
16600.1 · Overtime	2,686.94	2,267.89	2,000.00	3,000.00
16620 · Retirement Expense	4,168.30	10,681.87	6,300.00	5,200.00
Total 16000 · Personnel	129,960.99	189,725.40	195,320.00	185,640.00
6001 · Communications				
6338 · Advertising/Promotion	747.50	2,223.10	0.00	1,000.00
Total 16001 · Communications	747.50	2,223.10	0.00	1,000.00
5002 · Contract Services				
5102 -Gen Consultant Fee	16,551.25	0.00	23,000.00	20,000.00
5280 · Mowing	63,050.30	78,281.70	85,000.00	80,600.00
5299 · Inspections/Permits	55,296.16	79,361.83	55,000.00	81,000.00
5320 · Legal	0.00	2,042.00	5,000.00	2,500.00
5322 · Engineering	86,531.45	54,755.25	35,000.00	50,000.00
6335 · Repairs & Maintenance				
16335.1 · Maintenance - Vehicles & Equip				
16334 · Gas/Oil	3,589.60	3,754.76	3,500.00	4,000.00
16343 · Tractor & Mower	135.23	60.11	2,000.00	1,000.00
16357 · Auto Repairs	1,579.56	1,023.52	2,500.00	2,500.00
16373 · Equipment repairs	3,373.83	4,328.88	3,500.00	4,500.00
16374 · Building Repairs-City Hall/Comm	22,562.91	3,268.38	18,500.00	18,500.00
16375 · Street Repairs - Minor				
16375.1 · Streets-Preventive Maintenance	0.00	10,975.00	18,000.00	18,000.00
16375 · Street Repairs - Minor - Other	12,212.93	11,999.35	15,000.00	15,000.00
Total 16375 · Street Repairs - Minor	12,212.93	22,974.35	33,000.00	33,000.00
16335.1 · Maintenance - Vehicles & Equip - O	15.00	15.00	0.00	1,500.00
Total 16335.1 · Maintenance - Vehicles & Equip	43,469.06	35,425.00	63,000.00	65,000.00
16335 · Repairs & Maintenance - Other	10,974.14	8,239.98	15,000.00	15,000.00
Total 16335 · Repairs & Maintenance	54,443.20	43,664.98	78,000.00	80,000.00
37 · Street Signs	5,497.44	8,668.21	6,500.00	6,500.00
40 · Printing & Office supplies	624.31	1,122.03	500.00	1,200.00
42 · Computers/Website	1,919.97	2,770.00	2,300.00	2,800.00
50 · Postage/Delivery	688.46	0.00	700.00	700.00
51 · Telephone	2,717.28	3,985.04	2,700.00	4,400.00
40 · Computer/Technology	15,647.70	11,145.91	2,000.00	11,500.00

PUBLIC WORKS CLASS

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Total 16002 · Contract Services	302,967.52	285,796.95	295,700.00	341,200.00
16003 · Supplies & Equipment				
16328 · Uniforms	3,618.67	4,082.64	7,500.00	6,000.00
16328.1 · Protective Gear	0.00	0.00	0.00	0.00
16358 · Copier/Fax Machine Lease	785.99	1,756.70	1,000.00	1,800.00
16460 · Operating Supplies (Office)				
16460.1 · Streets and Drainage	4,800.08	1,853.20	3,500.00	3,500.00
16460.2 · Cedar Brake Park	2,066.90	2,131.67	4,000.00	4,000.00
16460.3 · Homecoming Park	1,056.54	492.88	6,000.00	2,000.00
16460.4 · Fernland Park	1,564.96	1,088.70	3,000.00	2,500.00
16460.5 · Community Building	3,605.99	2,840.42	5,000.00	4,000.00
16460.6 · Tools, Etc	1,528.95	2,128.94	2,000.00	2,500.00
16460.7 · Memory Park	1,509.69	1,684.05	3,000.00	3,000.00
16460 · Operating Supplies (Office) - Other	4,801.97	7,177.91	6,000.00	7,500.00
Total 16460 · Operating Supplies (Office)	20,935.08	19,397.77	32,500.00	29,000.00
16503- Code Enforcement Expense	0.00	0.00	1,000.00	1,000.00
Total 16003 · Supplies & Equipment	25,339.74	25,237.11	42,000.00	37,800.00
16004 · Staff Development				
16339 · Dues & Subscriptions	135.00	150.00	250.00	250.00
16354 · Travel & Training (Travel)	923.85	6,686.30	4,500.00	6,000.00
16341 · Staff Development/community relations	742.00	25.00	500.00	500.00
Total 16004 · Staff Development	1,800.85	6,861.30	5,250.00	6,750.00
16005 · Maintenance				
16228 · Park Maint-Memory Pk	6,990.25	958.76	8,500.00	8,500.00
16229 · Park Maint - Fernland	2,486.93	2,630.19	9,800.00	23,100.00
16230 · Park Maint-Cedar Brake Park	5,219.45	5,563.52	6,000.00	6,000.00
16231 · Park Maint. - Homecoming Park	174.63	1,035.62	2,500.00	2,000.00
Total 16005 · Maintenance	14,871.26	10,188.09	26,800.00	39,600.00
16006 · Insurance				
16353.2 · Liability Ins.	1,254.00	1,634.52	770.00	1,360.00
16353.3 · Property Ins.	500.40	636.04	400.00	680.00
Total 16006 · Insurance	1,754.40	2,270.56	1,170.00	2,040.00
16007 · Utilities				
6351.1 · Memory Park Water	4,129.84	0.00	0.00	4,000.00
6351.2 · Fernland Park Water	417.55	0.00	0.00	700.00
6352.0 · Electronic Sign-City	342.99	568.31	500.00	600.00
6352.1 · Street Lights	13,176.72	13,798.60	13,000.00	14,200.00
6352.2 · Traffic Lights	330.04	320.23	1,200.00	340.00
6352.3 · Cedar Brake Park	1,637.07	2,432.35	3,200.00	2,600.00
6352.4 · Homecoming Park	789.87	1,259.97	1,200.00	1,300.00
6352.5 · Fernland Park	2,230.58	4,088.99	3,100.00	4,200.00
6352.6 · Utilities - City Hall	6,739.01	10,086.55	8,000.00	10,500.00
6352.7 · Utilities - Gas	0.00	0.00	1,200.00	100.00
6352.8 · Utilities - Comm Center Bldg	3,137.04	5,202.60	7,500.00	5,400.00
6352.9 · Utilities-Memory Pk	0.00	11,426.48	15,000.00	10,000.00

PUBLIC WORKS CLASS
2017-18 PROPOSED

16007 · Utilities - Other	0.00	73.42	0.00	100.00
Total 16007 · Utilities	32,930.71	49,257.50	53,900.00	54,040.00
16008 · Capital Outlay				
16233 · Cap Outlay- Com Building Proj	0.00	134.84	2,000.00	1,500.00
17071 · Cap Purchase - Computers/Equip				
17071.4 · Laser Fish (Software Equip)	1,722.94	1,744.60	1,000.00	1,800.00
17071 · Cap Purchase - Computers/Equip - Other	208.00	192.00	2,000.00	1,000.00
Total 17071 · Cap Purchase - Computers/Equip	1,930.94	1,936.60	3,000.00	2,800.00
17072 · Capital Outlay-PWorks Items	39,594.38	54,973.84	56,400.00	60,000.00
17080 · Capital Outlay-Improvements	0.00	10,585.15	10,000.00	5,000.00
Total 16008 · Capital Outlay	41,525.32	67,630.43	71,400.00	69,300.00
16009 · Miscellaneous Expenses				
16590 · Misc. Expense	3,419.78	851.51	100.00	1,000.00
16009 · Miscellaneous Expenses - Other	0.00	280.00	0.00	0.00
Total 16009 · Miscellaneous Expenses	3,419.78	1,131.51	100.00	1,000.00
16356 · Contract Labor Streets	24,320.00	0.00	0.00	129,219.01
16000 · Capital Purchase	0.00	24,054.00	0.00	24,775.62
Total Expense	579,638.07	664,375.95	691,640.00	892,364.63
Total Ordinary Income	-579,638.07	-664,375.95	-691,640.00	-892,364.63
Total Income	-579,638.07	-664,375.95	-691,640.00	-892,364.63

COURT CLASS 2017-18 PROPOSED

	2015-16 Actual	TOTAL Est 2016-17 Actual	2016-17 Budget	Proposed 2017- 18 Budget 7/12/17
Ordinary Income/Expense				
Expense				
16000 · Personnel				
16353.1 · Health Ins.	17,469.84	17,847.84	19,500.00	23,870.00
16353.4 · Unemployment Ins.	522.00	684.00	590.00	710.00
16353.5 · Workers Comp.	481.71	426.35	360.00	600.00
16353.6 · Dental & Vision Insurance	1,841.86	2,133.10	1,600.00	2,240.00
16353.7 · Life & AD&D Insurance	150.12	158.26	220.00	200.00
16560 · Payroll Taxes	12,217.52	14,415.77	11,680.00	14,350.00
16600 · Wages	150,653.16	180,695.90	152,700.00	187,520.00
16600.1 · Overtime	4,310.61	3,467.05	1,500.00	3,000.00
16620 · Retirement Expense	6,595.95	10,049.92	6,310.00	12,000.00
Total 16000 · Personnel	194,242.77	229,878.19	194,460.00	244,490.00
16002 · Contract Services				
16102 · General Consultant Fees	5,574.31	6,409.79	4,000.00	6,000.00
16220 · Omni Expense	1,830.00	3,195.45	3,500.00	3,500.00
16242 · Prosecutors Fees	10,350.00	8,550.00	11,500.00	11,500.00
16310 · Judge's Fee	13,000.00	18,000.00	18,000.00	18,000.00
16326 · Collection Agency Fees	23,496.03	44,725.21	30,000.00	45,000.00
16340 · Printing & Office supplies	2,064.38	661.37	2,500.00	2,000.00
16342 · Computers/Website	4,637.96	2,918.65	5,500.00	5,000.00
16350 · Postage/Delivery	1,458.46	1,259.40	1,500.00	1,500.00
16351 · Telephone	1,200.00	1,154.00	1,200.00	1,200.00
17040 · Computer/Technology	500.00	0.00	0.00	0.00
17510 · State Portion of Fines/Payouts	221,099.56	199,489.31	200,000.00	200,000.00
Total 16002 · Contract Services	285,210.70	286,363.18	277,700.00	293,700.00
16003 · Supplies & Equipment				
16328 · Uniforms & Protective Gear	0.00	0.00	500.00	500.00
16358 · Copier/Fax Machine Lease	1,140.10	3,372.78	2,000.00	3,500.00
16460 · Operating Supplies (Office)	1,123.72	1,386.50	4,000.00	3,500.00
17100 · Capital Purchase Furniture	0.00	3,613.15	5,000.00	3,500.00
16003 · Supplies & Equipment - Other	2,608.70	733.07	7,000.00	3,000.00
Total 16003 · Supplies & Equipment	4,872.52	9,105.50	18,500.00	14,000.00
16004 · Staff Development				
16339 · Dues & Subscriptions	307.00	201.00	250.00	250.00
16341 · Community Relations (Education)	520.00	29.21	0.00	200.00
16354 · Travel & Training (Travel)	3,142.08	4,764.47	5,000.00	4,000.00
Total 16004 · Staff Development	3,969.08	4,994.68	5,250.00	4,450.00
16006 - Liability Ins				
16353.2 - Liability Ins.	0.00	0.00	450.00	700.00
Total 16008 · Capital Outlay	0.00	0.00	450.00	700.00
16008 · Capital Outlay				
17071 · Cap Purchase - Computers/Equip	905.53	300.00	3,000.00	3,000.00
Total 16008 · Capital Outlay	905.53	300.00	3,000.00	3,000.00

COURT CLASS 2017-18 PROPOSED

16009 · Miscellaneous Expenses				
16590 · Misc. Expense	3,444.73	3,164.35	2,500.00	3,000.00
Total 16009 · Miscellaneous Expenses	<u>3,444.73</u>	<u>3,164.35</u>	<u>2,500.00</u>	<u>3,000.00</u>
Total Expense	<u>492,645.33</u>	<u>533,805.90</u>	<u>501,860.00</u>	<u>563,340.00</u>
Net Ordinary Income	<u>-492,645.33</u>	<u>-533,805.90</u>	<u>-501,860.00</u>	<u>-563,340.00</u>
Net Income	<u>-492,645.33</u>	<u>-533,805.90</u>	<u>-501,860.00</u>	<u>-563,340.00</u>

**W S PROPOSED
FOR YE 2017-18**

	2015-16 ACTUAL	TOTAL EST 2016-17 ACTUAL	2016-17 ADOPTED BUDGET	PROPOSED 2017-18 BUDGET (7/12/17)	% OF CHANGE
Ordinary Income/Expense					
Beginning Balance	139,942.41	198,128.70		352,083.73	
Income					
24000 · Charges for Service					
24100 · Water Revenue	386,278.12	494,000.00	491,260.00	540,000.00	9.92%
24118 · Surface Water Revenue	6,206.12	5,546.00	5,000.00	6,000.00	20.00%
24119 · Application Fee	70.61	120.00	200.00	1,500.00	650.00%
24120 · Disconnect Reconnect	5,025.00	5,300.00	3,200.00	5,500.00	71.88%
24200 · Sewer Revenue	213,913.74	405,100.00	310,000.00	450,000.00	45.16%
24310 · Tap Fees/Inspections	157,627.50	205,000.00	50,000.00	150,000.00	200.00%
24319 · Grease Trap Inspections	9,892.86	10,200.00	10,000.00	10,000.00	0.00%
24330 · Late Charges	17,568.70	14,000.00	10,390.00	15,000.00	44.37%
24333 · Returned Ck Fee	150.00	280.00	-	200.00	-
25000.1 · Impact Fees	0.00	0.00	-	75,000.00	-
25000.2 · Capital Cost Fees	0.00	0.00	-	200,000.00	-
25403 · Solid Waste Revenue	84,640.89	97,346.74	80,000.00	104,500.00	30.63%
Total 24000 · Charges for Service	881,373.54	1,236,892.74	960,050.00	1,557,700.00	
24101 · Taxes and Franchise Fees					
24110 · Sales Tax Rev for Solid Waste	6,696.57	7,904.24	5,600.00	8,000.00	42.86%
Total 24101 · Taxes and Franchise Fees	6,696.57	7,904.24	5,600.00	8,000.00	
24121 · Groundwater Reduction Revenue	143,844.74	126,464.50	125,300.00	126,000.00	0.56%
25000 · Other Revenues					
25391 · Interest Income	73.71	112.41	100.00	110.00	10.00%
25392 · Interest earned on Investments	118.23	109.08	150.00	110.00	-26.67%
25394 · Admin Fund Balance (Carry Over)	0.00	0.00	-	45,500.00	-
25399 · Miscellaneous Revenue	1,317.88	16,774.10	360.00	360.00	0.00%
Total 25000 · Other Revenues	1,509.82	16,995.59	610.00	46,080.00	(0.17)

**W S PROPOSED
FOR YE 2017-18**

Total Income	1,033,424.67	1,388,257.07	1,091,560.00	1,737,780.00	
Expense					
26001 · Personnel					
26353.1 · Health Ins.	11,646.56	14,906.36	12,063.00	19,400.00	60.82%
26353.4 · Unemployment Ins	342.00	350.00	350.00	390.00	11.43%
26353.5 · Workers Comp.	1,356.33	1,851.97	1,850.00	2,100.00	13.51%
26353.6 · Dental Insurance	1,035.44	1,386.72	1,045.00	1,750.00	67.46%
26353.7 · Life & AD&D Insurance	333.60	475.62	340.00	600.00	76.47%
26501 · Retirement Expense	3,883.40	5,115.78	4,600.00	6,700.00	45.65%
26560 · Payroll Taxes	6,911.76	7,192.21	7,500.00	12,700.00	69.33%
26600 · Wages	91,773.29	93,131.94	97,252.00	170,000.00	74.80%
Total 26001 · Personnel	117,282.38	124,410.60	125,000.00	213,640.00	
5200 · Contract Services					
26102 · General Consultant Fees	531.33	878.42	0.00	905.00	
26320 · Legal Fees	19,800.00	16,556.49	20,000.00	17,053.00	-14.74%
26322 · Engineering	92,772.52	123,803.00	34,900.00	75,000.00	114.90%
26323 · Operator	38,115.00	39,200.00	40,000.00	40,380.00	0.95%
26324 · Billing and Collections	6,236.79	11,475.56	6,500.00	11,820.00	81.85%
26328 · Testing	8,012.45	11,128.72	8,000.00	11,460.00	43.25%
26331 · Sales Tax for Solid Waste	6,775.74	7,973.62	7,000.00	8,213.00	17.33%
26333 · Accounting Fees	4,800.00	5,800.00	4,800.00	4,800.00	0.00%
26336 · Sludge Hauling	33,492.84	16,658.42	34,000.00	17,500.00	-48.53%
26350 · Postage	3,274.86	3,080.01	3,600.00	3,200.00	-11.11%
26351 · Telephone	2,149.44	2,091.10	2,200.00	4,500.00	104.55%
26370 · Tap Fees & Inspections	6,504.63	19,133.00	0.00	10,000.00	
26399 · Garbage Pickup	88,396.69	92,626.77	90,000.00	95,400.00	6.00%
Total 5200 · Contract Services	310,862.29	350,405.11	251,000.00	300,231.00	
6000 · Communications					
26338 · Advertising/Promotion	1,300.00	1,024.78	900.00	1,055.00	17.22%

**W S PROPOSED
FOR YE 2017-18**

Total 26300 · Communications	1,300.00	1,024.78	900.00	1,055.00	
26326 · Permits & Licenses	12,043.15	13,140.53	23,000.00	13,000.00	-43.48%
26371 · Dues & Subscriptions	545.00	1,045.00	2,000.00	2,000.00	0.00%
26400.1 · Supplies & Equipment					
26342 · Chemicals	15,179.03	17,532.79	16,000.00	18,100.00	13.13%
26358 · Copier/Fax Machine Lease	653.34	3,500.00	3,920.00	3,920.00	0.00%
26460 · Operating Supplies	21,560.19	60,539.88	22,000.00	70,500.00	220.45%
26485 · Uniforms	1,757.65	2,902.03	1,900.00	3,200.00	68.42%
27040 · Computer Technology Equipment	3,390.72	3,663.78	1,900.00	3,800.00	100.00%
26400.1 · Supplies & Equipment - Other	2,932.25	1,697.96	3,380.00	2,000.00	-40.83%
Total 26400.1 · Supplies & Equipment	45,473.18	89,836.44	49,100.00	101,520.00	
26401 · Groundwater Reduction Expenses	56,993.18	35,476.00	30,000.00	100.00	-99.67%
26500 · Staff Development					
26354 · Travel & Training (Travel)	1,638.38	4,995.13	5,000.00	5,000.00	0.00%
26355 · Employee Relations (Education)	100.00	200.00	200.00	200.00	0.00%
Total 26500 · Staff Development	1,738.38	5,195.13	5,200.00	5,200.00	
6600.2 · Maintenance					
26335 · Repairs & Maintenance	183,155.75	196,389.15	147,000.00	215,000.00	46.26%
26335.1 · Vehicle Rep. & Maint.	164.26	112.11	1,000.00	1,000.00	0.00%
26349 · Gas & Oil	3,299.52	4,084.75	4,000.00	4,400.00	10.00%
Total 26600.2 · Maintenance	186,619.53	200,586.01	152,000.00	220,400.00	
6700 · Insurance Expense					
26353.2 · Liability Ins.	4,458.65	2,118.00	2,120.00	2,000.00	-5.66%
26353.3 · Property Ins.	7,095.03	11,687.16	8,880.00	12,000.00	35.14%
Total 26700 · Insurance Expense	11,553.68	13,805.16	11,000.00	14,000.00	
6800 · Utilities Expense					
26352.1 · Utilities - Gas for Generators	1,140.05	675.99	422.00	700.00	65.88%
26352.2 · Utilities-Water Plants	58,373.21	58,750.12	60,000.00	66,000.00	10.00%
26352.3 · Utilities-WW Treatment Plants	20,736.98	37,412.33	35,000.00	38,540.00	10.11%

**W S PROPOSED
FOR YE 2017-18**

26352.4 · Utilities - Lift Stations	17,485.03	11,567.01	2,000.00	12,200.00	510.00%
26352.5 · Utilities - Security Light	127.10	134.52	128.00	140.00	9.38%
26800.1 · Buffalo Springs STP- Water Usag	0.00	7,669.12	0.00	350.00	-
Total 26800 · Utilities Expense	97,862.37	116,209.09	97,550.00	117,930.00	
6900.5 · Capital Outlay - Transfer to CPF	1,040.00	96,500.00	125,300.00	154,800.00	23.54%
6900.2 · Capital Outlay - Vehicles	0.00	0.00	0.00	34,700.00	-
6901.1 · Util Proj/Prev Maint-Transfer to CPF	7,773.00	58,000.00	74,700.00	91,400.00	22.36%
6901.2 · Capital Costs-Transfer to CPF	0.00	0.00	0.00	200,000.00	-
6901.3 · Impact Fees -Transfer to CPF	0.00	0.00	0.00	75,000.00	-
7000 · Miscellaneous Expenses					
26359 · Misc Expense	-1,447.76	3,068.19	1,000.00	1,000.00	0.00%
27000 · Miscellaneous Expenses - Other	0.00	0.00	0.00	0.00	-
Total 27000 · Miscellaneous Expenses	(1,447.76)	3,068.19	1,000.00	1,000.00	
Total Expense	849,638.38	1,108,702.04	947,750.00	1,545,976.00	
Total Ordinary Income	183,786.29	279,555.03	143,810.00	191,804.00	
Total Other Income/Expense					
Total Other Expense					
27001 · Other Expenses					
27001.2 · Transfer to Debt Service	125,600.00	125,600.00	125,600.00	153,040.00	21.85%
Total 27001 · Other Expenses	125,600.00	125,600.00	125,600.00	153,040.00	
Total Other Expense	125,600.00	125,600.00	125,600.00	153,040.00	
Total Other Income	(125,600.00)	(125,600.00)	(125,600.00)	(153,040.00)	
Total Income	58,186.29	153,955.03	18,210.00	38,764.00	
Ending Balance	198,128.70	352,083.73		390,847.73	

City of Montgomery - Capital Projects Acct
Proposed 2017-18

	TOTAL-Est		2016-17 Budget	Proposed 2017- 18	% of Change
	Actual 2015- 16	2016-17 Actual			
Ordinary Income/Expense					
Beginning Balance	218,550.33	2,576.77		1,092.00	
Income					
43956 · Proceeds-TWDB 2017 A&B (carry over)	0.00	0.00	2,667,000.00	2,606,000.00	-2.29%
43947A · Transfer from Utility - Capital	0.00	0.00	0.00	154,800.00	100.00%
43947B · Transfer from Utility - Maint	0.00	0.00	0.00	91,400.00	100.00%
43947C · Tsfr from Utility - Cap Costs Proj	0.00	0.00	0.00	200,000.00	100.00%
43949.1 · Tsfr from General - Police Veh. Replacem	0.00	0.00	0.00	15,000.00	100.00%
43956.1 · FEMA - Bridge	0.00	0.00	0.00	1,200,000.00	100.00%
43956.2 · FEMA - Plez Morgan St.	0.00	0.00	0.00	300,000.00	100.00%
43956.3 · Impact Fees	0.00	0.00	0.00	75,000.00	100.00%
43957 · Proceeds-Other	0.00	333,195.84	0.00	0.00	100.00%
43961.1 · CDBG Disaster Relief	0.00	0.00	0.00	300,000.00	100.00%
45391 · Interest Earned	238.00	3.73	100.00	4,000.00	3900.00%
Total Income	238.00	333,199.57	2,667,100.00	4,946,200.00	
Expense					
43890 · Engineering Costs					
43890.1 · Eng-Catahoula Aquifer WW	1,062.72	0.00	0.00	0.00	-
43890.2 · Eng-WP #3 Improvements	3,768.67	0.00	0.00	115,000.00	100.00%
43890.3 · Eng-LS#1 Replacement/Expansion	0.00	0.00	0.00	90,000.00	100.00%
43890.5 · Eng-LS#3 Force Main Re-Route	0.00	0.00	0.00	19,000.00	100.00%
43890.7 · Eng-Downtown/SH 105 Improve	0.00	0.00	0.00	94,000.00	100.00%
43890 · Engineering Costs- Other	29,994.17	1,488.50	319,920.00	0.00	-100.00%
Total 43890 · Engineering -Series 2012	34,825.56	1,488.50	319,920.00	318,000.00	
43995 · Construction Cost Contingencies					
43995.1 · Cont's-LS#3 Force Main Re-Route	0.00	0.00	0.00	36,000.00	100.00%
43995.2 · Cont's-LS#1 Replacement/Expansion	0.00	0.00	0.00	140,000.00	100.00%
43995.3 · Cont's-WP#3 Improvements	0.00	0.00	0.00	154,000.00	100.00%
43995.4 · Cont's-Downtown/SH105 Improvemen	0.00	0.00	0.00	126,000.00	100.00%
Total 43890 · Engineering -Series 2012	0.00	0.00	0.00	456,000.00	
44000 Wastewater System - Capital					
44006 · LS#1 Replacement/Expansion			756,800.00	570,000.00	-24.68%
44007 · LS#3 Force Main Re-Route	0.00	0.00	176,000.00	145,000.00	-17.61%
Total 44000 · Wastewater System Capital	0.00	0.00	932,800.00	715,000.00	
45000 Water System - Capital Projects					
43976.1 - Downtown/SH105 Improvements			635,360.00	502,000.00	-20.99%
43992.1 - WP#3 Improvements			777,920.00	440,000.00	-43.44%
43992.4 - WP#3 Improvements Other Costs			0.00	175,000.00	100.00%
46000.1 · Water - Meters	181,386.00	0.00	0.00	0.00	-
Total 45000 · Water System Capital Projects	181,386.00	0.00	1,413,280.00	1,117,000.00	
46000 - Roadway System Improvements					
46001 - Plez Morgan St.	0.00	0.00	0.00	300,000.00	100.00%
46002 - Buffalo Springs Bridge	0.00	0.00	0.00	1,500,000.00	100.00%
Total 46000 · Roadway System Improvements	0.00	0.00	0.00	1,800,000.00	
47000 · Cap Cost Projects	0.00	0.00	0.00	200,000.00	100.00%
48000 · Cap Outlay-Fac, Equip. & Plng					

City of Montgomery - Capital Projects Acct
Proposed 2017-18

	Actual 2015-16	TOTAL-Est 2016-17 Actual	2016-17 Budget	Proposed 2017-18	% of Change
48000.2 - Kroger Project	0.00	333,195.84	0.00	0.00	
48001 - GRP Capital Projects	0.00	0.00	0.00	89,800.00	100.00%
48002 - Utility Projects/Prev. Maint	0.00	0.00	0.00	91,400.00	100.00%
48003 - Buffalo Springs Connection	0.00	0.00	0.00	65,000.00	100.00%
48004 - Police Vehicle Replacement	0.00	0.00	0.00	15,000.00	100.00%
Total 48000 - Cap Outlay-Fac, Equip. & Plug	0.00	333,195.84	0.00	261,200.00	
49000 - Impact Fee Projects				75,000.00	100.00%
Total Expense	216,211.56	334,684.34	2,346,080.00	4,942,200.00	
Net Ordinary Income	-215,973.56	-1,484.77	321,020.00	4,000.00	
Net Income	-215,973.56	-1,484.77	321,020.00	4,000.00	
Ending Balance	2,576.77	1,092.00		5,092.00	

**Fiscal Year 2017-18
Base Budget**

Debt Service Fund

	Actual 2015-16	Estimate 2016-17	Budget 2016-17	Proposed 2017-18	% Change
Beginning Balance	\$ 122,449	\$ 122,002	\$ 122,002	\$ 188,453	54.5%
Revenues					
Ad Valorem Tax	\$ 267,968	\$ 343,000	\$ 351,391	\$ 416,002	18.4%
All Other Revenues	109	3,469	1,500	1,500	0.0%
Total Revenues	\$ 268,077	\$ 346,469	\$ 352,891	\$ 417,502	18.3%
Interfund Transfers					
Transfers In	\$ 242,800	\$ 253,100	\$ 253,100	\$ 313,040	23.7%
Transfers Out	-	-	-	-	-
Net Interfund Transfers	\$ 242,800	\$ 253,100	\$ 253,100	\$ 313,040	23.7%
Expenditures					
Debt Service	\$ 510,810	\$ 532,118	\$ 544,367	\$ 666,596	22.5%
Contract Services	500	1,000	2,500	2,500	0.0%
All Other Operating Expenditures	-	-	-	-	-
Total Expenditures	\$ 511,310	\$ 533,118	\$ 546,867	\$ 669,096	22.4%
Ending Balance*	\$ 122,002	\$ 188,453	\$ 181,127	\$ 249,900	32.6%

**Fiscal Year 2017-18
Proposed Base Budget**

Court Security Fund

	Actual 2015-16	Estimate 2016-17	Budget 2016-17	Proposed 2017-18	% Change
Beginning Balance	\$ 11,736	\$ 17,827	\$ 17,827	\$ 5,745	-67.8%
Revenues					
Court Security Fees	\$ 8,969	\$ 8,085	\$ 5,500	\$ 6,000	9.1%
All Other Revenues	3	3	5	5	0.0%
Total Revenues	\$ 8,972	\$ 8,088	\$ 5,505	\$ 6,005	9.1%
Interfund Transfers					
Transfers In	\$ -	\$ -	\$ -	\$ -	-
Transfers Out	2,880	3,400	3,400	3,600	5.9%
Net Interfund Transfers	\$ (2,880)	\$ (3,400)	\$ (3,400)	\$ (3,600)	-
Expenditures					
Contract Services	-	16,770	-	-	-
All Other Operating Expenditures	-	-	1,000	500	-50.0%
Total Expenditures	\$ -	\$ 16,770	\$ 1,000	\$ 500	-50.0%
<hr/>					
Ending Balance*	\$ 17,827	\$ 5,745	\$ 18,932	\$ 7,650	33.2%

**Fiscal Year 2017-18
Base Budget**

Court Technology Fund

	Actual 2015-16	Estimate 2016-17	Budget 2016-17	Proposed 2017-18	% Change
Beginning Balance	\$ 7,827	\$ 18,101	\$ 18,101	\$ 23,647	30.6%
Revenues					
Court Technology Fees	\$ 11,992	\$ 10,343	\$ 6,000	\$ 10,000	66.7%
All Other Revenues	1	3	2	2	0.0%
Total Revenues	\$ 11,993	\$ 10,346	\$ 6,002	\$ 10,002	66.6%
Interfund Transfers					
Transfers In	\$ -	\$ -	\$ -	\$ -	-
Transfers Out	-	-	-	-	-
Net Interfund Transfers	\$ -	\$ -	\$ -	\$ -	-
Expenditures					
Supplies & Equipment	\$ -	\$ -	\$ -	\$ -	-
Contract Services	1,719	4,800	4,800	5,000	4.2%
All Other Operating Expenditures	-	-	-	-	-
Total Expenditures	\$ 1,719	\$ 4,800	\$ 4,800	\$ 5,000	4.2%
Ending Balance*	\$ 18,101	\$ 23,647	\$ 19,303	\$ 28,649	21.2%

**Fiscal Year 2012
Base Budget**

Hotel Occupancy Tax Fund

	Actual 2015-16	Estimate 2016-17	Budget 2016-17	Proposed 2017-18	% Change
Beginning Balance	\$ 9,400	\$ 9,400	\$ 9,400	\$ 9,400	0.0%
Revenues					
Hotel Occupancy Tax	\$ -	\$ -	\$ 600	\$ 600	0.0%
All Other Revenues	-	-	10	5	-50.0%
Total Revenues	\$ -	\$ -	\$ 610	\$ 605	-0.8%
Interfund Transfers					
Transfers In	\$ -	\$ -	-	-	-
Transfers Out	-	-	-	-	-
Net Interfund Transfers	\$ -	\$ -	-	-	-
Expenditures					
Contract Services	-	-	-	-	-
All Other Operating Expenditures	-	-	100	1,500	1400.0%
Total Expenditures	\$ -	\$ -	\$ 100	\$ 1,500	1400.0%
Ending Balance*	\$ 9,400	\$ 9,400	\$ 9,910	\$ 8,505	-9.5%

**Fiscal Year 2017-18
Base Budget**

Police Asset Forfeiture Fund

	Actual 2015-16	Estimate 2016-17	Budget 2016-17	Proposed 2017-18	% Change
Beginning Balance	\$ 186	\$ 4,272	\$ 4,272	\$ 4,272	0.0%
Court Fines and Fees					
Asset Forfeitures	\$ 4,087	\$ -	\$ 1,000	\$ 100	-90.0%
All Other Revenues	-	-	-	-	-
Total Revenues	\$ 4,087	\$ -	\$ 1,000	\$ 100	-90.0%
Interfund Transfers					
Transfers In	\$ -	\$ -	\$ -	\$ -	-
Transfers Out	-	-	-	-	-
Net Interfund Transfers	\$ -	\$ -	\$ -	\$ -	-
Expenditures					
Supplies & Equipment	\$ -	\$ -	\$ -	\$ -	-
Contract Services	-	-	-	-	-
Capital Outlay	-	-	-	-	-
All Other Operating Expenditures	-	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -	-
Ending Balance*	\$ 4,272	\$ 4,272	\$ 5,272	\$ 4,372	2.3%

Montgomery City Council
AGENDA REPORT

Meeting Date: September 12, 2017	Budgeted Amount:
Department:	
	Exhibits: MEDC Budget, Report giving explanation of each line item in budget, Letters regarding MEDC activities by Shannan, job description of Economic Development
Prepared By: Jack Yates City Administrator	
Date Prepared: August 29, 2017	

Subject

This is to approve the MEDC Budget, as approved by the MEDC Board on August 21st.

Description

This is the budget as approved by the MEDC Board. Its revenues are estimated slightly lower than expected and expenditures estimated slightly higher than expected.

Note:

Downtown Improvements in Category 1 – is unspecified except for an intention to place a sidewalk part of the way down Clepper Street as a connection to downtown event parking.

Utility Extensions in Category 1 – is unspecified, but is made available for cooperative utility extensions.

Seasonal decorations in Category 3 – is the three trees in the parks and for other additions.

Category 4-- Christmas in Montgomery, Wine Festival, Antique Festival and Texian Heritage will be requested by the MEDC to give financial reports prior to getting the payment budgeted.

Montgomery City Council
AGENDA REPORT

Montgomery Chamber of Commerce Office in Category 5 – I understand that there is a Council concern about this expenditure. My opinion of this expenditure is that the City Council is not as familiar with the activities of Shannan Reid and that if the MEDC approved the item in the budget then the Council should accept their position as the determining factor.

Attached is some correspondence regarding Shannan’s work and job description w/ notes of accomplishments.

Recommendation

Motion to approve the MEDC budget as presented.

Approved By

City Administrator

Jack Yates

Date: August 29 , 2017

PROPOSED 2017-2018 BUDGET

Montgomery Economic Development Corporation
Statement of Income, Expenditures, and Changes in Net Assets

	2015-16	2016-17	2016-17	2017-18
	Actual	Amended Budget	Estimated	Proposed Budget
Beginning net assets (fund balance)	<u>\$ 636,886</u>	<u>\$ 834,815</u>	<u>\$ 834,820</u>	<u>\$ 648,220</u>
Income				
Sales tax (one-half of one percent)	485,651	510,000	480,000	530,000
Interest income	960	500	1,250	950
Miscellaneous	-	-	-	-
Total Income	<u>486,611</u>	<u>510,500</u>	<u>481,250</u>	<u>530,950</u>
Total Appropriable Funds	<u>1,123,497</u>	<u>1,345,315</u>	<u>1,316,070</u>	<u>1,179,170</u>
Expenditures				
Public Infrastructure (Category 1)				
Downtown development improvements	-	35,000	35,000	55,000
Utility extensions	-	330,000	310,000	180,000
Flagship development improvements	-	10,000	9,800	8,000
Transfer to debt service	117,500	127,500	127,500	160,000
Total Infrastructure	<u>117,500</u>	<u>502,500</u>	<u>482,300</u>	<u>403,000</u>
Business development and retention (Category 2)				
Sales tax reimbursement	-	-	-	35,000
Economic development grant program	-	20,000	-	20,000
Total business development	<u>-</u>	<u>20,000</u>	<u>-</u>	<u>55,000</u>
Quality of life (Category 3)				
Seasonal decorations	9,810	12,000	10,500	6,000
Christmas lighting, civic association	1,342	1,600	1,600	1,600
Walking tour	2,660	9,000	8,300	4,000
Downtown enhancement projects	3,380	25,000	-	20,000
Removal of blight	23,084	25,000	9,800	15,000
Downtown signs	-	1,000	-	1,000
Fernland improvements	10,000	5,000	4,500	4,000
Heritage village detention pond improvements	-	10,000	10,450	-
Park improvements	-	-	-	-
Total quality of life	<u>50,276</u>	<u>88,600</u>	<u>45,150</u>	<u>51,600</u>
Marketing and tourism (Category 4)				
Promotional video	800	1,000	1,900	1,500
Website	-	7,500	5,500	2,000
Brochures / printed literature	4,550	13,000	5,700	5,000
Christmas in Montgomery	5,000	5,000	5,000	5,000
Wine and music festival	9,500	10,000	10,000	10,000
Antique show and festival	10,000	10,000	10,000	10,000
Texlan heritage festival	8,000	8,000	16,000	8,000
Total marketing and tourism	<u>37,850</u>	<u>54,500</u>	<u>54,100</u>	<u>41,500</u>
Administration (Category 5)				
Transfers to city general fund	37,500	37,500	37,500	37,500
Montgomery area chamber of commerce office	30,800	32,000	32,000	32,000
Internship program	-	10,000	1,000	10,000
Miscellaneous expense	10,336	6,000	4,000	6,000
Consulting (professional services)	2,370	33,500	9,500	10,000
Travel and training	2,050	3,500	2,300	2,800
Total administration	<u>83,056</u>	<u>122,500</u>	<u>86,300</u>	<u>98,300</u>
Total expenditures	<u>288,682</u>	<u>788,100</u>	<u>667,850</u>	<u>649,400</u>
Net Income (loss)	<u>197,929</u>	<u>(277,600)</u>	<u>(186,600)</u>	<u>(118,450)</u>
Ending net assets (fund balance)	<u>\$ 834,815</u>	<u>\$ 557,215</u>	<u>\$ 648,220</u>	<u>\$ 529,770</u>

MEDC BUDGET - DETAILS

Attached is the Proposed MEDC 2017 Budget. Below is an explanation of each line item intention- I say intention because, please remember that the budget is more than just figures, it is the intended actions of the MEDC from October 1st, 2017 to September, 2018.

Not all of these intentions will happen during the upcoming year and there, almost certainly, will be new actions that you will decide to undertake during the upcoming fiscal year.

All of this is to say that the budget is as much a goals policy as a financial plan that can be amended during the year.

You may note that the budget has a planned surplus of expenditures over revenue. That will be the case if every dollar is expended during the year, which is not likely. The MEDC has a current balance of approximately \$795,000 and the projected use of \$74,950 (the amount expenditures are over revenues for next year) would come off that number..

Revenues

-Sales Tax – Sales tax for the city overall is expected to increase. I allowed \$35,000 of sales tax to be attributed to Kroger, and that figured is also in the expenditures under “Sales Tax Reimbursement”

-Interest Income – this is interest income from the balance in MEDC funds

Expenses state law states what can come from each category

Category I ---

-Downtown Improvements – The thought is that the \$35,000 will be used for some lighting and/or general improvements toward the streetscape plan. This could also be used for planning purposes also. This line item also includes Clepper

Sidewalks—This has been an often thought of idea, but never in a budget, to place sidewalks on Clepper Street to connect downtown area to the Fernland Park and to parking areas for special downtown events.

-Utility Extensions – This is proposed to be \$180,000 with nothing specific intended, but with the thought that there will probably be one or more projects in the year that the Board agrees to support.

- Flagship Boulevard improvements-this involves landscaping on the north side of Flagship Boulevard, to screen the back of the shopping center from the apartments and otherwise beautify Flagship Boulevard. This \$8,000 will complete the project Areas four and five of the overall plan.

-Transfer to debt service. Increase from \$117,500 in the past to \$160,000 due to the TWDB borrowing by the city for water and sewer needs.

Category II

- Sales Tax reimbursement – this is the reimbursement of the sales tax received from the Kroger Shopping Area included in the 380 Agreement.-Economic Development Grant Program – This is where a grant is made to a historic area business or home to make an improvement to their façade, structure or public use aspect of their building. The grant maximum is \$5,000 and are individually applied for and awarded by the MEDC Board.

Category III

-Seasonal Decorations – The thought is to add various lighting and improvements to Cedar Brake park enough to make it a destination for the area during the holiday season. City Secretary and Cheryl Fox (representing the Civic Association) will make a specific proposal to the MEDC

-Christmas Lighting – this helps the Civic Association with funding for their lighting of Cedar Brake Park and downtown during the holidays.

-Walking tour- The Distrix system may have some expense to get started, first year expenses that will be needed. Cost of Distrix markers on historical markers is estimated at approximately \$1,000 per year.

-Removal of Blight - This is for removal of old houses/structures having to do with the appearance of the city. The city is starting a process on four such structures and the \$15,000 will go toward those removal expenses.

-Downtown Signs – This is for the upkeep of the new electric sign at the corner of 149 and 105.

-Fernland Restoration -- This will contribute toward the restoration of the Park's inventory of buildings and artifacts of Fernland Park.

Category IV

-Promotional Video --This is for Shannan Reid to work with the producer of the MEDC community video to update the video.

-Brochures Printed Literature - This involves an advertisement in a Woodlands Chamber publication and other brochures and mail outs during the upcoming year.

-Christmas in Montgomery -- the MEDC for several years has contributed to this local event that brings in persons for the event that generally "sells" Montgomery to visitors and locals alike.

-Wine and Music Festival- the MEDC for several years has contributed to this local event that brings in persons for the event that generally "sells" Montgomery to visitors and locals alike.

-Antique Show and Festival-- the MEDC for several years has contributed to this local event that brings in persons for the event that generally "sells" Montgomery to visitors and locals alike.

-Texian Heritage Festival -- the MEDC for several years has contributed to this local event that brings in persons for the event that generally "sells" Montgomery to visitors and locals alike.

Category V

- Admin. Transfer to General Fund – This is what MEDC pays for City support of MEDC, meaning the financial record keeping, my time and overall city support of MEDC economic development matters.
- MACC Administration and Office – This is payment to the Montgomery Area Chamber of Commerce for Shannan’s Reid’s time and office spent on economic development through the Chamber.
- Internship program- a cooperative program with local businesses wherein the local business pays half the paid to the intern and MEDC matches up to \$3,000.
- Miscellaneous Expenses - Just as it reads, minor expenses of the MEDC that do not seem to fit into any specific line item budgeted. A drone purchase is proposed.
- General consulting (Accounting , Eng., Legal) – This is in case there is some specific engineering or legal work or advice needed for the MEDC due to looking at some specific issue, plus it could pay for the economic development analysis programs that MEDC has done on two recent occasions to analyze requested infrastructure contributions to a specific business.
- Travel and Training Expenses -- Travel for MEDC members or staff to various trainings, seminars, etc.



Job Title: Montgomery Economic Development Director

Job Summary:

The Economic Development Director reports directly to the Montgomery City Administrator. The purpose of this position is to enhance and expand the economic activity of Montgomery. The Director serves as point of contact for current businesses in the community and will work with the City Administrator with prospective businesses for the purpose of relocation and/or expansion. The ED Director will provide leadership for the MEDC by working with ED allies, including local property owners, local civic organizations, and local, state and federal government agencies. The Director will serve as a conduit for information on economic issues to the City Administrator and MEDC Board of Directors. The Director will represent MEDC at seminars, tradeshow, meetings and events. The Director is expected to be a leader in promoting the community as a quality location to live, work and play.

Skill and Ability Requirements:

- Minimum of a Bachelor's Degree in a field related to business development, public administration or marketing
- Experience in economic development, marketing and or communications
- Excellent verbal and written communications skills
- Strong computer skills including desktop publication, website management and general business software(s)
- Self-motivated
- High level of interpersonal relationship skills

Jack Yates

Montgomery City Administrator

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MontgomeryTexas.gov



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Essential Job Functions:

- Plans, organizes and implements ED activities to expand the property and sales tax base and encourage creation of jobs.
 - Lake Conroe Summit – March 31, 2017 featuring Montgomery
- Develops plans to enhance the Montgomery business atmosphere to retain existing business base and market Montgomery to the community.
 - Video and Marketing materials for “selling Montgomery” to developers and business owners
- Works in conjunction with the City Administrator and the MEDC Board of Directors to prepare, negotiate and present ED incentives, grants and agreements to attract and retain business.
 - Develop and execute Grant Application
 - Provide and execute Impact Data Analysis for large projects to determine ROI
 - Bring potential projects for review to MEDC. Work to provide all necessary details.
 - Longview Greens Miniature Golfing
 - Cozy Grape Parking Lot
 - TxDOT Project FM 149
- Establish, develop and maintain contacts and nurture working relationships with other ED organizations.
 - Texas Downtown Association
 - Texas Economic Development Council
 - Central East Texas Alliance
 - Entergy – Economic Development offices
 - Magnolia, Willis, Navasota, Conroe, The Woodlands, Oak Ridge, Tomball EDC’s
- Work with consultants and contractors as applicable on retail and business recruitment strategies.
 - International Council Shopping Centers
 - The Nelson Company
 - JBeard The Real Estate Company
 - The Retail Coach
- Assist business prospects in their effort to relocate to Montgomery.
 - McCoy’s Lumber
 - Longview Greens
- Develop and implement a business retention and expansion program for existing Montgomery businesses.
- Establish and maintain relationships with Montgomery business owners. Become a resource for business owners with a general knowledge of city zoning and policies, state and federal programs (i.e. Small Business Development Center), and local business networking opportunities.
 - In progress of developing locally based programs provided by Montgomery Area Chamber of Commerce to benefit all businesses as a resource of best practices. (In lieu of SBDC)

Jack Yates

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- Maintain a database of available commercial properties in Montgomery. Develop relationships with property owners and managers. Remain knowledgeable as a resource to the City Administrator on property values and market trends.
 - Ongoing project to assist City Administrator in understanding available properties and their intended use by owner for purposes of land use planning
- Participates with the City Administrator and other applicable staff and boards to plan for redevelopment of existing property and possible city expansion into unincorporated areas.
 - As instructed by City Administrator
- Attend professional development classes that enhance professional skills utilized in this position and that bring value to the organization.
 - CETA workshops, CDI Institute Year 1 and Year 2, Texas EDC training, Sales Tax Training, online Webinar workshops
- Collect and analyze data to evaluate the demographic and psychographic position of the community in relation to other communities.
 - The Retail Coach Study Demographics
 - Community Development Strategies Regional Forecast Study – Lake Conroe Summit
- Participates with the City Administrator and the EDC Board of Directors in the preparation of the annual budget for MEDC.
 - Insight and contributions made for development of the budget in the summer, as well as documentation and regular reporting on budget items pertaining to assignments
- Interface with the Montgomery City Council and other boards, commissions and committees to work toward the common goal of promoting the quality development of Montgomery.
 - Fulfilling the list of Job functions as detailed in this document
 - Report to City Administrator on a weekly/regular basis
 - Report to MEDC on a monthly basis
- Assist the City Administrator in strategic planning projects often functioning as the liaison between the city and consultants. As strategic planning impacts the economic forecast for the city, the ED Director is expected to take an active role in planning activities.
 - Presentations made throughout the region to various groups and organizations regarding the development of Montgomery – 4 speaking engagements since March 2017
- Assist the City Administrator with special projects as needed. As a department head, the ED Director is expected to take initiative in presenting potential projects to the City Administrator and completing projects independently and in a timely manner.
 - “QR Code” History Project – now the Beacon Scripts for the Mobile App. Coming online this fall
- Provide professional and administrative support for the City Administrator as needed.
 - Checking at weekly meetings to learn of new opportunities

Jack Yates

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ECONOMIC DEVELOPMENT RELATIONSHIP WITH CHAMBER

Kirk Jones

Economic development is something that can just happen to us, or we can attempt to manage development by actively seeking developers and business owners and developers that fit well with our community. In some cases, newly arriving developers need a friendly face to show them around. MACC provides this.

Our economic community extends beyond the four square miles of our city limits. The residents within a ten mile plus radius who call Montgomery home frequent the businesses that generate that revenue. The businesses outside our city limits contribute to the overall economic community. It is important that the city be involved with business development outside of our city limits. These businesses affect our city both directly and indirectly. It is good to build relationships with others outside our limits. MACC helps with this.

Among the seven board members, six City Council members, and City Staff, not one of us has the time, knowledge, or resources to adequately perform needed economic development functions.

There is a natural relationship with City economic development vision and Chamber of Commerce ideals and activities. There is a lot of crossover of efforts that are more efficiently performed by one person.

The City is not nor probably will ever be large enough to warrant a city employee dedicated only to economic development. Just as we contract legal, engineering, and financial services, contracting certain economic development functions makes sense as well.

The MEDC board, by unanimous decision, agrees that maintaining a close relationship with the Chamber of Commerce is in the best interest of City economic development efforts. This relationship, including the financial part of the relationship, is common among cities throughout the country.

It is important that the city be involved with business development outside of our city limits. These businesses affect our city both directly and indirectly. It is also good to build relationships with others outside our limits. MACC helps with this.

It is my opinion that concerns regarding this relationship stem from hard feelings between a certain special interest group within the City and the Chamber of Commerce. MEDC, City staff, and MACC are trying to reconcile these differences. This special interest group has a voice, but they do not run this city.

I admit that MEDC has not been pro-active in communicating with City Council except when seeking approval on large projects. There are lots of things that happen behind the scenes that Council never sees. In addition, MACC in its two years of existence has been extremely successful in increasing membership, providing valuable services to its members, and representing the Montgomery Area, including and especially the City of Montgomery. This is more impressive if you are aware of this organization's history in the last 15 years. If you do not attend MEDC or MACC meetings, you might be out of the loop and have no sound basis for opinion. On the other hand, MEDC and MACC can do more to inform council on its activities.



September 5th, 2017

Mr. Yates,

Good day to you sir. I wanted to take a moment to laud Shannan Reid, and the entire MEDC, for their assistance in getting my business off the ground within Montgomery.

She was instrumental in getting my small business off the drawing board and into reality. Many prospective small business owners, myself included, spin their wheels trying to get someone (or entity) – anyone - to come alongside them, to help them in that exhausting journey. I spent a tremendous amount of time attempting to get people to believe in my project while simultaneously looking down the road at how it would be beneficial to the Montgomery community. Ms. Reid was one of those persons, a small business “champion”, for lack of a better phrase, who was so important to us in our infancy.

To recap, she was directly involved with the following:

- At a very early stage, I sat down with her to help me understand the dynamics in the local business community. She walked me through how the City Council/Economic Development Council played a key role through all of it. She succinctly laid out all the processes and protocols to help me understand the framework that my business development had to work within to be successful. She even germinated an early idea to integrate our business with the rest of the community in a ground-breaking round robin type of event. Although it was very early on, her excitement and imagination for our business was full steam ahead.
- Project development funds were very tight throughout the proving/development/construction phases. Shannan played an important role in helping our fledgling business obtain \$15,000 in grant money, through the MEDC. Her grant application analysis and subsequent work/presentation before the council members, for our grant, was instrumental to us. We then took news of that grant award and used it as a stout talking point with various banks. It portrayed a certain “wind in our sails” with having the community believe in our project and then follow that through with tangible monetary funds while standing behind it.
- Lastly, her enthusiasm for our business manifested itself yet another time, when she worked behind the scenes to pull together her initial idea. It materialized in our kickoff event with the, “**Montgomery Area Chamber of Commerce Golf Scramble 2017**” for visibility of non-profit organizations within in our area. Recognition was brought to these worthy entities and it also helped to get our business out of the gates with a bang.

All told, we are very grateful for Shannan’s tireless work and support on behalf of Longview Greens Miniature Golf and wanted to recognize her for those efforts.

Regards,

Jason Long

Randolph C. Moravec
11710 Edgewater Ct., Montgomery TX 77356
rcmoravec@gmail.com

September 5, 2017

Honorable Mayor and City Council
City of Montgomery, Texas

Mayor and Council,

It has come to my attention that there may be some questions on council related to the organization and staffing of the city's economic development efforts. Please accept this letter as my explanation of how the existing arrangement came about. Soon after I was appointed to the Montgomery Economic Development Corporation (MEDC) board of directors, I perceived disagreement among segments of the community as to the MEDC's mission. Working with city manager Jack Yates and economic development director Shannan Reid, I updated a document first written in 2012 and which now includes the corporation's mission and supporting goals and objectives. The document was adopted by the MEDC board of directors at its April, 2016 meeting. Attached is that document.

Throughout 2016 it became apparent that disputes were simmering between the Montgomery Area Chamber of Commerce (MACC) and the Historic Montgomery Business Association (HMBA). As best I understood the disputes, they involved downtown businesses thinking that they were not receiving the support they needed from MACC and MEDC, particularly regarding the conduct of special events that drew visitors and customers to the downtown area. In an effort to organize the stakeholders in Montgomery's economic and social success to agree on a strategy to satisfy stakeholder needs, I suggested the MEDC form an ad hoc committee of interested parties to identify and discuss the best method for achieving common goals. I chaired the committee which was comprised of individuals representing the MEDC, the MACC, and downtown interests. The group met in October 2016 and conducted insightful discussions of various economic development issues. The committee's report was presented to the MEDC board at its November 2016 meeting. Attached is that report. One of the conclusions of the

committee was that the job of economic development had gotten to be too large for one individual to manage and that more resources were needed to effectively conduct economic development efforts.

Subsequent to the report, the MEDC approved a new contract with the MACC that more clearly described the expectations of the services to be performed by the MACC. That contract was approved by the MEDC board of directors at its January 2017 meeting. Also, the MACC created a new position within its organization to assist the executive director in managing the chamber's affairs, including services provided to the MEDC. Finally, the MEDC had agreed as part of its budget to fund a city position that would assist the city manager with a variety of tasks intended to attract visitors to the city and its historic downtown area. Following discussion with the city council and the MEDC board of directors, the city manager recommended that instead of a part-time position, it would be better to contract out these services and at its May 2017 meeting the MEDC authorized the city manager to contract with the firm Home Focus.

I hope I properly conveyed to the council the processes that resulted in the current organization and assignment of responsibilities for satisfying the MEDC's mission. Speaking only for myself, I believe the current arrangement of organizations should be given time to achieve the community's various social and economic goals before an attempt is made to entertain a different approach. If the council is dissatisfied with the arrangement, I encourage the council to pursue a formal, structured process to once again gather stakeholders and determine the best method for realizing the best Montgomery has to offer. I will be happy to discuss this matter with the council if it wishes.

Respectfully submitted,

Randolph C. Moravec



**Montgomery Economic Development Corporation
Ad Hoc Committee on Economic and Business Development
Committee Report**

November, 2016

The following is the report of committee discussions and findings related to the economic and business activities within the City of Montgomery and surrounding areas.

Committee Formation and Purpose

The committee was formed as a result of the vote by the Montgomery Economic Development Corporation (MEDC) Board of Directors at its meeting on August 15, 2015 for representatives from the MEDC, the Montgomery Area Chamber of Commerce (MACC) and the Historic Montgomery Business Association (HMBA) to meet to form a strategic marketing and business development plan for the community. The committee was to define the Montgomery economy and how it relates to the Montgomery community and then identify how the economy should be expanded to best serve the interests of the community. The committee is advisory in nature but would develop recommendations for allocating community resources to achieve whatever goals are established by the committee.

Committee Members and Meetings

The committee was comprised of the following members who were appointed by their respective organizations. The MEDC was represented by board members Randy Moravec and Cheryl Fox. The MACC was represented by board members Pam Tipton and Cody Nicholson. The HMBA appointed Hillary Dumas and Mary Kaough. Montgomery city manager Jack Yates and MEDC executive director Shannan Reid were ex officio members of the committee. The committee met twice, on the mornings of Friday October 21 and Friday October 28. All members were present for the meetings except Mary Kaough who was absent due to conflicts with her business. However, she was kept informed of committee discussions.

Findings

Community Attributes and Vision

The committee first discussed the social and business climate of the Montgomery area. Committee members all recognized that Montgomery is a special and unique community "where hospitality meets history." Members shared their personal histories with Montgomery and how they cherished their memories of Montgomery when it was a smaller, more intimate community. While the committee recognized that Montgomery cannot avoid growth and economic development, the members believe that Montgomery should grow gracefully in order to retain its special qualities.

The committee felt that the historic district is perceived to be the heart of Montgomery and that efforts should be made to made to maintain and enhance the downtown area. Members related that some communities in Montgomery County have not grown properly and are characterized by random, low-quality development with too much concrete (parking lots). Growth in the City of Montgomery should be structured to accommodate families and should include extensive and well-maintained parks and green spaces.

The committee believed that the city, civic and community groups (e.g. Rotary and Lions Clubs) should coordinate activities and work together to develop and maintain a sense of community and instill in new residents and businesses pride in Montgomery's identity and to "identify with us." Special events were identified as a means to bring visitors (and potential shoppers) to Montgomery as well as a method for reinforcing a sense of community between established (long-term) and new residents.

Role of Organizations

The committee next discussed the roles the three business related groups should have in achieving the type of economic growth the committee desired. Recognizing that the downtown historic district is important to maintaining Montgomery's special character, the committee agreed that all three organizations should work to preserving and enhancing the appearance and economic viability of the downtown area.

The group believed that the MEDC should concentrate its efforts and resources to improving the city's infrastructure (streets, sidewalks, water/sewer lines) to accommodate existing and future business development. The MEDC should also facilitate expansion of

existing businesses and attracting new development through grants to businesses that meet Montgomery's vision and development objectives.

The MACC's primary role is as an advocate for businesses and to provide its members the ability to network to achieve solutions to common problems (e.g. hiring, health care for employees). The MACC should also be proactive in pursuing quality economic development and communicate to Montgomery's citizens the importance of a vibrant economy. The MACC focus and concern is with the entire Montgomery area which extends beyond the city limits.

The committee recognized that with establishment of the MEDC, the reconstituted HMBA was new and still exploring its role with business development. The HMBA is primarily concerned with being an advocate for the small businesses located in the downtown area and ensuring the downtown area remains viable.

Challenges and Opportunities

The committee realized that the rapid growth of the Montgomery area created both challenges and opportunities. In no particular order or prioritization, the committee identified the following issues:

- 1) To ensure coordination of activities related to community and economic development it was agreed that the city should conduct quarterly meetings of business and civic organizations so that efforts to maintain and improve city areas can be communicated.
- 2) Due to its limited membership and the understanding that small businesses have neither the time nor resources to fully commit to a business organization, it was generally agreed that the MACC and HMBA work to have downtown businesses receive special attention within the MACC organization. It was suggested that the MACC could establish a separate position on the board of directors that would represent the downtown businesses and be an advocate for their interests.
- 3) The committee recognized that Montgomery had grown to the extent that economic and business development required more time than what one person could provide. Currently, the MEDC and MACC together fund one full-time position, the economic development/chamber director. The current agreement between the two groups stipulated that the position would be responsible, the following:
 - a. Economic development

- b. Community development / Public Relations Director
- c. Main Street Coordinator (working with Historic District)
- d. Administration of MACC

The committee acknowledged that the scope of responsibilities was too large for one person and should be allocated to at least one additional position. The committee agreed that the current relationship between the MEDC and MACC worked but that a new agreement should be developed that more clearly identified MEDC expectations of the shared position.

- 4) The committee could not arrive at a consensus as to what the additional position should be, within what organization the position should reside, or how the position should be funded. The following are the various options that were discussed.
 - a. The position should be a city employee reporting to the city manager, funded by the MEDC. The position would either be part-time and dedicated to coordinating downtown special events, or full-time and work on special events and other tasks as defined by the city manager. For example, working with civic groups to improve the city's parks and green spaces. Under this option, the MACC would itself fund an office manager to assist the director.
 - b. The new position would be within the MACC organization and the MEDC would fund all, or a portion, of the position depending on the new position's scope of responsibilities. With this option, the MEDC would stipulate the expectations of MACC responsibilities, including the supervision and production of special events and the role the downtown businesses would play with special events.

Conclusion

The committee believes the visioning exercise was productive in that it allowed the group to identify how business and economic development activities relate to the Montgomery community and how these activities should be structured to achieve the community's vision and goals. It is hoped that this report will provide a foundation for the successful collaboration of all groups that have an interest in seeing Montgomery develop to be the ideal location for families and businesses.

MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION
MINUTES
January 16, 2017

Discuss/take action regarding City and Montgomery Area Chamber of Commerce Agreement for Economic Development services – – There was discussion about the agreement, particularly regarding the three-year term as suggested by the MACC for continuity reasons. Jack Yates said that the year annual budget must be approved to fund the agreement even with the three-year term. The result of the comments was to go back to an evergreen contract of one year term. Ms. Brown brought up the question as to the job title for the Economic Development Director perhaps signifying more responsibility than actually in place. Mr. Moravec and Jack Yates both responded by saying that the people the Director comes in contact with realize that the position is in the hierarchy of the City organization and realize that that the Director makes no final decisions.

Dave McCorquodale was present and said that he was concerned about the three-year term of the Agreement.

Motion by Brown, seconded by Kerr to approve the agreement with the one-year term stipulation. All in favor.

**CONTRACT REGARDING SHARED ADMINISTRATIVE SERVICES AND SHARED OFFICE
LEASE SPACE BY AND BETWEEN MONTGOMERY ECONOMIC DEVELOPMENT
CORPORATION AND MONTGOMERY AREA CHAMBER OF COMMERCE**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS

THIS CONTRACT is made and entered into this the sixteenth (16) day of January, 2017, by and between MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION (hereinafter the "MEDC") and MONTGOMERY AREA CHAMBER OF COMMERCE (hereinafter the "MACC").

WITNESSETH

WHEREAS, MEDC is the economic development corporation for City of Montgomery, Texas, as set out in Chapter 505 of the Texas Local Government Code (the "LGC"); and

WHEREAS, MEDC requires administrative and management services to effectively conduct the economic development programs of objectives for which the MEDC was formed; and

WHEREAS, Chapter 505.102 of the LGC provides that type B municipal development corporations, such as MEDC, may enter into contracts with other private corporations to (1) carry out an economic development program or objective, and (2) to assist with the development or operation of an economic development program or objective consistent with the purposes and duties specified by Chapter 505 of the LGC; and

WHEREAS, MACC has employed a full-time employee to assist MACC with its purposes and functions, and MACC is willing to permit said employee to devote approximately one half of the time to carrying out the purposes and objectives of MEDC, as directed and requested by MEDC; and

WHEREAS, MEDC and MACC desire to enter into this contract concerning shared administrative services;

NOW THEREFORE, in consideration of the premises set forth herein, MEDC and MACC agree as follows:

Terms of Contract

1. This contract shall become effective January 1, 2017, and shall continue in effect for a period of one year, until December 31, 2017. This contract shall automatically renew for successive one (1) year terms unless one party provides written notice to the other party at least ninety (90) days in advance of the end of the then existing term that it does not wish to renew the term of this contract.

Administrative Services

2. MACC agrees to retain a full time employee of MACC, the ("Employee"), to perform office tasks and administrative services for MACC. MACC shall permit its Employee and agrees to require said Employee, to dedicate and devote the time needed to perform the tasks described in Attachment A, such time estimated to be one thousand forty (1,040) hours per year. Services to MEDC shall include, but not be limited to, office work, project coordination, administrative assistance and other services to be performed by Employee for economic development and planning activities or other work specifically requested by MEDC. Employee shall not be an employee of MEDC, and shall be considered an independent contractor of MEDC, in accordance with the terms of this contract as further delineated in Attachment "A" Scope of Work. MACC agrees to maintain office space within the corporate limits of the City of Montgomery for the Employee to conduct economic development activities and to supply equipment and services necessary for the Employee's optimal service.

Compensation

3. In consideration of the services to be performed by Employee, MEDC agrees to pay MACC the annual sum of Thirty Thousand and Eight Hundred Dollars (\$30,800) to be paid in twelve (12) equal monthly installments of Two Thousand Five Hundred Sixty-six Dollars and Sixty-seven cents (\$2,566.67).

Indemnification

4. MACC will indemnify, save harmless, and defend MEDC from all liability, loss, damage, or injury arising out of incident to the performance of this contract, including, without limitation, all consequential damages.

Termination

5. This contract may be terminated prior to the expiration of the three (3) year term provided herein, in the event Employee is terminated, or for any reason is no longer employed by MACC.

Notices

6. Any notices to be given under this contract by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated at the time of actual receipt; mailed notices shall be deemed communicated as of two (2) days after mailing.

Entire Agreement

7. This contract constitutes the sole and only agreement of the parties to it, and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.

Attorney's Fees

8. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, which maybe set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which they may be entitled.

Governing Law

9. This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this agreement are performable in Montgomery County, Texas.

Prior Agreements Superseded

10. This contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

EXECUTED this, the sixteenth day of January, 2016, between Montgomery Economic Development Corporation and the Montgomery Area Chamber of Commerce.

MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION

By: Kirk Jones
Name: Kirk Jones
Title: President, Board of Directors

ATTEST:

Bill Hanover
Secretary Bill Hanover

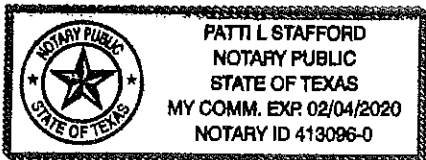
MONTGOMERY AREA CHAMBER OF COMMERCE

By: Cory Nickelson
Name: Cory Nickelson
Title: CHAIRMAN, MONTGOMERY AREA CHAMBER OF COMMERCE

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 28 day of Feb, 2016, by Cory Nickelson of the MONTGOMERY AREA CHAMBER OF COMMERCE, a Texas corporation, on behalf of said corporation.



Patti L. Stafford
Notary Public, State of Texas

Montgomery City Council
AGENDA REPORT

Meeting Date: September 12, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits:
Date Prepared: September 7, 2017	

Subject

This is to approve ~~the~~ Maintenance and Operation Ad Valorem tax rate at \$.2043/\$100

Description

As described in the past public hearings: the City Council during budget deliberations considered the tax rate and then decided to keep the tax rate the same as it is now .2043 cents per \$100 valuation.

Recommendation

Motion to approve the Ad Valorem tax rate for Maintenance Operations at .2043 cents per \$100 valuation.

Approved By

City Administrator	Jack Yates	Date: September 7, 2017
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Montgomery City Council
AGENDA REPORT

Meeting Date: September 12, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits:
Date Prepared: September 7, 2017	

Subject

This is to approve the Debt Service Ad Valorem tax rate at \$.2112/\$100

Description

As described in the past public hearings: the City Council during budget deliberations considered the tax rate and then decided to keep the tax rate the same as it is now, .2112 cents per \$100 valuation.

Recommendation

Motion to approve the Ad Valorem tax rate for Debt Service at .2112 per \$100 valuation.

Approved By

City Administrator

Jack Yates

Date: September 7, 2017

ITEM #9
Montgomery City Council
AGENDA REPORT

Meeting Date: September 12, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Ordinance
Date Prepared: September 7, 2017	

Subject

This is to adopt the tax rate of the city at .4155 per \$100 valuation.

Description

This is the final action regarding the tax rate for the 2017-2018 budget. The Ordinance is prepared as directed by Tammy McRae, Montgomery County Tax Assessor-Collector.

Recommendation

Needs to be precisely “ I move that the property tax rate be increased by the adoption of a tax rate of \$.4155/\$100, which is effectively a 13.52% increase in the tax rate and as detailed in the presented Ordinance.’

Approved By

City Administrator	Jack Yates	Date: September 7, 2017
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, SETTING THE AD VALOREM TAX RATE OF THE CITY OF MONTGOMERY, FOR THE YEAR 2017 AT A RATE OF \$0.4155 PER ONE HUNDRED DOLLARS (\$100.00) VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY AS OF JANUARY 1, 2017 SPECIFYING SEPARATE COMPONENTS OF SUCH RATE FOR OPERATIONS AND MAINTENANCE AND FOR DEBT SERVICE; LEVYING AN AD VALOREM TAX FOR THE YEAR 2017 PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR COLLECTION AND ORDAINING OTHER RELATED MATTERS.

WHEREAS, the appraisal roll of the City of Montgomery, Texas (the City) for 2017 has been prepared and certified by the Central Appraisal District and submitted to the City's tax assessor/collector; and

WHEREAS, the City's tax assessor/collector has submitted the appraisal roll for the City showing \$201,466,662 total appraised, assessed and taxable value of all property and the total taxable value of new property to the City; and

WHEREAS, following notice and hearing in accordance with applicable legal requirements and based upon said appraisal roll, the City Council has determined a tax rate to be levied for 2017 sufficient to provide the tax revenues required by the City;

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

Section 1. That an ad valorem tax rate of \$0.4155 per one hundred dollars (\$100.00) assessed valuation is hereby adopted for the 2017 calendar year, such rate consisting of the following specified components:

- a) For maintenance and operations, \$0.2043 per one hundred dollars (\$100.00) assessed valuation.
- b) For debt service \$0.2112 per one hundred dollars (\$100.00) assessed valuation.

Section 2. That an ad valorem tax for the 2017 calendar year in the amount established by the rate hereinabove provided is hereby levied and assessed on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Montgomery, Texas and not otherwise exempt under the Constitution and laws of the State of Texas.

Section 3. That all taxes levied by virtue of this Ordinance shall be due and payable not later than the 31st day of January 2018, and if then not paid, shall be subject to penalties and interest in the manner provided by law.

Section 4. That the Montgomery County tax assessor-collector is hereby authorized to assess and collect the taxes of the City of Montgomery, Texas, employing the above tax rate.

Section 5. That all ordinances and parts of ordinances in conflict with this Ordinance be and the same are hereby repealed to the extent of said conflict.

Section 6. That this ordinance shall take effect immediately of and from the date of adoption.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.50 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.00.

Those Members Present Were:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

Those Members Voting For:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

Those Members Voting Against:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

Those Members Present, but Not Voting:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
|----------|----------|

Those Members Absent:

1. _____ 2. _____

PASSED AND ADOPTED this the 12th day of September, 2017.

Kirk Jones, Mayor

ATTEST:

Susan Hensley, City Secretary

APPROVED AS TO FORM:

Larry Foerster, City Attorney

Montgomery City Council
AGENDA REPORT

Meeting Date: September 12, 2017	Budgeted Amount:
Department:	
	Exhibits: Resolution, Map showing area to be annexed, e-mail from City Attorney regarding maintenance by TxDOT
Prepared By: Jack Yates City Administrator	
Date Prepared: September 7, 2017	

Subject

This is to set a public hearing to annex 10.15 acres of land that consist of State Highway 105 on the west side of the City

Description

This is to start the process of annexing the west portion of State Highway 105 that the City now has annexed adjacent to –leaving the highway as unannexed. The intention of the City Council to annex this area came up roughly a year and a half ago. At that time, the question came up regarding the effect of annexation upon the maintenance of the highway by TxDOT. At that time, Larry Forrester City Attorney, said that he thought that TxDOT was considering a new maintenance type of agreement with cities. Attached is a email from the City Attorney in April of this year which states that for cities with population 50,000 or less that the maintenance of the state highway is the responsibility of TxDOT. After receiving this email from the City Attorney, I instructed the City Engineer to prepare survey and legal description adequate enough for the annexation.

We now have the annexation description and the Resolution for your consideration.

The proposed public hearing dates are October 10 and October 24 of 2017.

Montgomery City Council
AGENDA REPORT

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Recommendation

Motion to approve the Resolution setting the public hearings for this annexation.

Approved By

City Administrator	Jack Yates	Date: September 7, 2017
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RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF MONTGOMERY, TEXAS, SETTING A DATE, TIME, AND PLACE FOR TWO PUBLIC HEARINGS ON THE PROPOSED ANNEXATION BY THE CITY OF MONTGOMERY, TEXAS 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 AUTHORIZING AND DIRECTING THE CITY SECRETARY TO PUBLISH NOTICE OF SUCH PUBLIC HEARINGS.

WHEREAS, the City of Montgomery, Texas (“the City”) is a Type A general-law municipality of the State of Texas, with a population of 500 or more; and

WHEREAS, the municipal boundaries of the City extend along both sides of and parallel to the 120-foot wide right-of-way of State Highway 105 West, as described in the survey and legal description found in Exhibit “A” attached to this Resolution; and

WHEREAS, Section 43.103 of the Texas Local Government Code (“the Code”) provides that a general-law municipality with a population of 500 or more may annex, by ordinance and without the consent of any person, that part of a street, highway, alley, or other public or private way that is adjacent and runs parallel to the boundaries of the municipality; and

WHEREAS, the City Council finds that the above-described 10.15-acre State Highway 105 right-of-way is parallel and contiguous to the city limits; is within its extraterritorial jurisdiction; and is vacant and without residents; and

WHEREAS, the City Council further finds that it is in the best interest of the public that said highway right-of-way be annexed by the City so that it can provide law enforcement traffic control and protection to those persons traveling along State Highway 105 west of the City; and

WHEREAS, having considered the arguments for and against the proposed annexation, the City Council believes it is appropriate and in the best interest of the City of Montgomery and its citizens that the proposed annexation be granted;

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

SECTION 1. The City Council hereby adopts the above recitals set out in the preamble to this Resolution as true and correct findings.

SECTION 2. The City Council approves the commencement of those procedures

described in Chapter 43 of the Code for annexing 10.15 acres of land, more or less, as described in the Exhibit "A" attached hereto.

SECTION 3. On the 10th day of October 2017, at 6:00 p.m. o'clock and again on the 24th day of October 2017, at 6:00 p.m. o'clock, in the City Council Chamber of the City Hall of the City of Montgomery, Texas, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of Montgomery, Texas of the following described tract of land, to wit:

- a. Being a 10.15-acre tract of land, more or less, in the BENJAMIN RIGBY SURVEY, Abstract No. 31, of Montgomery County, Texas, further described in the survey and legal description attached hereto in Exhibit "A."

SECTION 4. The City Secretary of the City of Montgomery, is hereby authorized and directed to cause notice of each public hearing to be published once in a newspaper having general circulation in the City and in the above described territory not more than twenty days nor less than ten days prior to the date of each such public hearing, in accordance with the Municipal Annexation Act. The City Secretary shall also notify the owners of those properties on both sides of the 10.15-acre State Highway right-of-way.

PASSED AND APPROVED this 12th day of September, 2017.

CITY OF MONTGOMERY, TEXAS

Kirk Jones, Mayor

ATTEST:

Susan Hensley, City Secretary

APPROVED AS TO FORM:

Larry L. Foerster, City Attorney



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

TXDOT Maintenance Agreement with City of Montgomery

1 message

Larry Foerster <foerster@dfcllp.com>

Tue, Apr 4, 2017 at 10:46 AM

To: Jack Yates <jyates@ci.montgomery.tx.us>, Kirk Jones <kirkjones63@yahoo.com>

Cc: Susan Hensley <shensley@ci.montgomery.tx.us>, "Ed Shackelford (EShackelford@jonescarter.com)"

<EShackelford@jonescarter.com>, Chris Roznovsky <CRoznovsky@jonescarter.com>

Today I had a telephone conversation with Adam Galland, our local TxDOT district engineer. Mr. Galland pointed out that cities under 50,000 populations do not have to assume responsibility for the maintenance of the state highways running through their cities. So paving, street lights, road signs and other routine maintenance will be assumed by TxDOT along Highway 105, FM 149 and FM 1097..

The exception would any special pavers or landscaping on Liberty Street which has been requested by the City. In that case, the City will have to agree to maintain the pavers and the landscaping.

He also indicated that he is not aware of any plans by TxDOT for a new maintenance agreement form.

*Larry L. Foerster***Darden, Fowler & Creighton, LLP**

414 West Phillips, Suite 100

Conroe, Texas 77301

Office 936-756-3337

Fax 936-756-2606

Email foerster@dfcllp.com

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

*****CONFIDENTIAL NOTICE*****

This message may contain confidential or privileged information under an attorney-client relationship. It is intended only for the use of the individual or entity to whom it is addressed. Any other dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify Larry L. Foerster at the law firm of Darden, Fowler & Creighton, LLP immediately by replying to this email and deleting the original message and any copies you may have made of this email. Thank you.

Montgomery City Council
AGENDA REPORT

Meeting Date: September 12, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Memo to City Council, Panorama Village Example documents
Date Prepared: August 21, 2017	

Subject

This is to establish a process to create the Interim Loan Agreement for Buffalo Springs Bridge Repair

Description

A memo from me is attached

Recommendation

Motion to approve the process for securing interest bids and document preparation for an interim loan regarding the Buffalo Springs Bridge Repair as presented.

Approved By

City Administrator

Jack Yates

Date: August 21, 2017

To: Mayor and City Council
From: Jack Yates
Subject: Bank- Interim Loan Process
Date: August 31, 2017

Attached please find example documents that show the terms and documents necessary for interim loan to be used for funding the Buffalo Springs Bridge. The highlights in yellow show the change locations from the example documentation of a Panorama Village borrowing this fiscal year.

The basic intent is to borrow funds for a 30 to 45-day period 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.

The thought is to allow up to \$600,000 to be drawn at a time and then to pay the full amount, plus the interim interest, back as soon as the funds are received from the State. The reason for the \$600,000 figure is that I expect the pay estimates to be less than \$600,000. The expectation is that the City can borrow these funds at 3% (or less), while saving approximately 10% on the total bid because of being able to tell the contractor that he will get paid within 30 days.

The way it would work is (for example):

November 1	Contractor pay request (\$400,000) approved for payment
November 2	City requests payment from State
November 29	City borrows funds (\$400,000) from bank
November 30	City pays Contractor
January 15	City receives State payment for pay request amount (\$400,000)
January 16	City pays bank back (\$401,545.20 = \$32.87/day interest x 47 days = \$1,545.20) using State payment and from General Fund – Contract Labor Streets line item.

I am thinking that there will probably be three major payments to the Contractor and one final payment of a lesser amount. My expectation of the total amount of interest for the three to four payments will be less than \$8,000.

Also, there is an expedited payment of the State funds to the City but that is unsure and must be applied for each payment. That application will be made, but even if expedited that still will involve probably more than a 30 day payment period, meaning that the interim loan will still be needed.

The proposed method of determining the bank and interest rate is to show the three banks operating in the city (First Financial, Wood Forest, and Amegy) the proposed draft documents that they would need to prepare and offer them the opportunity to give a written, sealed bid of a proposed interest rate, and any administration/loan origination costs by a certain date. Then the lowest interest rate would be invited to prepare their loan documents and then, after getting a recommendation to approve by the City Attorney, the determination would be presented to the City Council for their decision. The reason only the local banks are proposed to offer the borrowing is because I expect the interest rate to be a very competitive low rate that can be more easily managed if at a local bank, plus keeping the financing local.

I am thinking that the loan documents would be approved and executed after October 1, 2017- just to make sure that everything involving the loan is within the 2017-2018 fiscal year.

City Attorney, Larry Foerster, has reviewed this memo and agrees with the process recommended.

What is needed now is an approval of the method of borrowing, then a letter of offer will be prepared for the three banks.

FIRST FINANCIAL BANK, N.A.
LOAN COMMITMENT

To: City of Panorama Village, Texas
Mr. Lynn Scott, Mayor
98 Hiwon Dr.
Conroe, Texas 77304

November 1, 2017

Re: Loan in the amount of \$250,000.00 for a term of TWELVE (12) months; with ELEVEN (11) monthly installments of INTEREST ONLY or more; with interest calculated on the unpaid principal balance at the fixed interest rate of THREE PERCENT (3.00%) per annum; with the first such installment being due on 17 June 2017 and continuing monthly and regularly on the same day thereafter, with a final payment of all unpaid principal and all accrued and unpaid interest being due on or before 14 May 2018; and subject to Lender's unqualified right of acceleration.

Dear Mr. Scott:

September 30, 2018

Please consider the following additional conditions to FIRST FINANCIAL BANK, N.A., (the "Bank") committing to make a Loan to CITY OF PANORAMA VILLAGE, TEXAS, a municipal corporation ("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 22 March 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 PANORAMA VILLAGE, TEXAS, 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 PANORAMA VILLAGE, TEXAS 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. The Bank's obligation to fund this loan is expressly conditioned upon the interest earned by the Bank is exempt from federal taxes.
6. The Borrower shall pay an origination fee of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) to the Bank and such origination fee shall be paid to the Bank at the time of closing. ?
7. 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.
8. 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.
9. That the terms, conditions and obligations contained herein, will survive the closing of this loan, and shall not be merged therewith.
10. 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.
11. 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.
12. 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.

13. That Borrowers agree that time is of the essence.
14. 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.
15. 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, 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 19 May 2017.

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

BY: [Signature]
BOY BARKER, Vice President

ACCEPTED EFFECTIVE 19 May 2017.

CITY OF PANORAMA VILLAGE, TEXAS
a municipal corporation

By: [Signature]
LYNN SCOTT, Mayor

By: [Signature]
LISA EVANS, City Secretary

34-009-367
firstpanorama@aon.com

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 PANORAMA VILLAGE, TEXAS, that the proceeds of a loan in the amount of ~~TWO HUNDRED FIFTY~~ ^{51X} THOUSAND AND NO/100 DOLLARS (\$~~250,000.00~~) ("Loan"), this date extended to the undersigned by FIRST FINANCIAL BANK ("Bank") are to be used for the following business purpose:

~~Improvements to the golf course owned by the municipal corporation.~~

Improvements associated with repair of Buffalo Springs Bridge owned by the Municipal Corporation


"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 ~~TWO HUNDRED FIFTY~~ ⁶⁰⁰ THOUSAND AND NO/100 DOLLARS (\$~~250,000.00~~); and/or (ii) in charging the rate 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 ¹⁹ MAY 2017.

CITY OF PANORAMA VILLAGE, TEXAS,
a municipal corporation

By: 
KYNN SCOTT, Mayor

By: 
LISA EVANS, City Secretary

STATE OF TEXAS

COUNTY OF MONTGOMERY

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED BEFORE ME, on this 19 day of May 2017 by LYNN SCOTT, the Mayor of CITY OF PANORAMA VILLAGE, TEXAS, a municipal corporation.


Notary Public - STATE OF TEXAS


My Commission Expires: 12/15/19



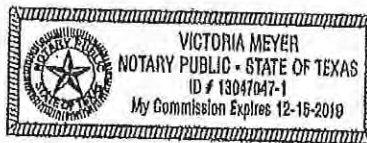
STATE OF TEXAS

COUNTY OF MONTGOMERY

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED BEFORE ME, on this 19 day of May 2017 by LISA EVANS the City Secretary of CITY OF PANORAMA VILLAGE, TEXAS, a municipal corporation.


Notary Public - STATE OF TEXAS

My Commission Expires: 12/15/19



CERTIFICATE OF RESOLUTIONS AND INCUMBENCY
OF
CITY OF PANORAMA VILLAGE, TEXAS
a municipal corporation

I, LISA EVANS, City Secretary of CITY OF PANORAMA VILLAGE, Texas, a municipal corporation, (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 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 PANORAMA VILLAGE, TEXAS, a Municipal Corporation, and hereby authorizes the borrowing of funds from FIRST FINANCIAL BANK, N.A., in an amount not to exceed \$250,000.00 for the purpose of a revolving line of credit for improvements on a golf course;

600

Buffalo Springs Bridge Repair

"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 TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) 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 19 June 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 19 May 2018, when this obligation shall be FULLY PAID, including all unpaid principal and all accrued and unpaid interest.

600 SIX

delete

delete -
one payment
no installments

"RESOLVED, that LYNN SCOTT, the Mayor of the Municipal Corporation, and LISA EVANS, 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, deem 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.

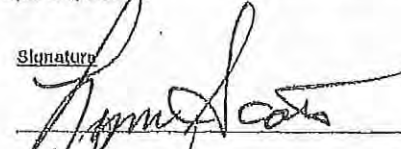
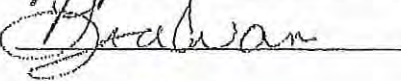
"RESOLVED, that any and all transactions by any of the officers or representatives of the Municipal Corporation in its name and for its account, with FIRST FINANCIAL BANK, N.A., prior to the adoption of these resolutions be, and they are hereby, ratified and approved for all purposes and that Municipal 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 PANORAMA VILLAGE, TEXAS, a municipal corporation, 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.

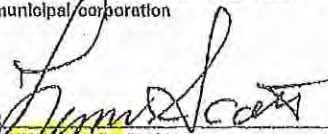
"RESOLVED, that the Municipal Corporation will also provide an attorney opinion letter confirming the authority of the City Council to enter into this loan and that the City Council's authority will continue until the obligation is paid and that the obligation is not subject to the budgetary discretion 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>
LYNN SCOTT	Mayor	
LISA EVANS	City Secretary	

IN WITNESS WHEREOF, I have duly executed this Certificate on the 19 day of May 2017.

CITY OF PANORAMA VILLAGE, TEXAS
a municipal corporation

By: 
LYNN SCOTT, MAYOR

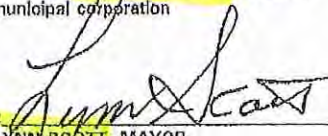
ATTEST:

By: 
LISA EVANS, City Secretary

I, LYNN SCOTT, President of the CITY OF PANORAMA VILLAGE, TEXAS, a municipal corporation, does hereby certify that LISA EVANS, 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.

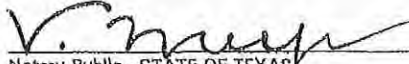
IN WITNESS WHEREOF, I have duly executed this Certificate on 19 May 2017.

CITY OF PANORAMA VILLAGE, TEXAS
a municipal corporation

By: 
LYNN SCOTT, MAYOR

BEFORE ME, the undersigned authority, on this day personally appeared LISA EVANS the Secretary of CITY OF PANORAMA VILLAGE, TEXAS, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Municipal Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 19 day of May 2017.


Notary Public - STATE OF TEXAS

My Commission Expires: 12/15/19



NEGATIVE INFORMATION DISCLOSURE

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

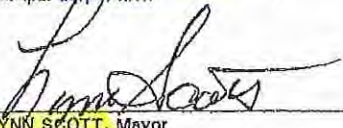
We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

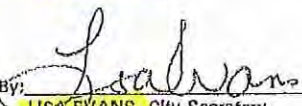
I/We read and understand this Negative Information Disclosure.

EXECUTED EFFECTIVE 19 May 2017.

BORROWER(S):

CITY OF PANORAMA VILLAGE, TEXAS,
a municipal corporation

By: 
LYNN SCOTT, Mayor

By: 
LISA EVANS, City Secretary

34-009-087
FIRST FINANCIAL BANK

NOTICE OF NO ORAL AGREEMENTS

LENDER: FIRST FINANCIAL BANK, N.A., a national banking association
BORROWER(S): CITY OF PANORAMA VILLAGE, TEXAS, a municipal corporation
LOAN AMOUNT: ~~\$250,000.00~~
600

THE WRITTEN LOAN COMMITMENT, PROMISSORY NOTE (unsecured), RESOLUTION, 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 19 May 2017.

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

BORROWER(S):
CITY OF PANORAMA VILLAGE, TEXAS,
a municipal corporation

By: [Signature]
BOYBANKER, Vice President

By: [Signature]
LYNN SCOTT, Mayor

By: [Signature]
LISA EVANS, City Secretary

FIRST FINANCIAL BANK

MEMBER FDIC

9 May 2017

City of Panorama Village
98 Hiwon Dr.
Conroe, Texas 77304

RE: PROPOSED ~~GOLF COURSE IMPROVEMENT LOAN~~

BUFFALO SPRINGS BRIDGE REPAIR LOAN

Dear Mayor Scott:

We are pleased to provide this loan proposal to the City of Panorama Village under the following terms and conditions:

Borrower:	City of Panorama Village.
Purpose:	Provide Revolving Line of Credit to the City of Panorama Village for proposed improvements to the golf course. <i>Buffalo Springs Bridge Repair</i>
Amount:	\$250,000.00. <i>600,000.00</i>
Loan Type:	Revolving Line of credit.
Term:	Term of 12 months.
Repayment:	11 months of Interest Only on the advanced and unpaid principal, with final payment of all unpaid principal and accrued and unpaid interest.
Interest Rate:	3% per annum and tax exempt to First Financial Bank.
Fees:	\$2,500.00 origination fee and all fees and related incurred by First Financial.
Security:	Unsecured.

FIRST FINANCIAL BANK

MEMBER FDIC

Additional;

City of Panorama Village shall provide a Borrowing Resolution authorizing this loan and asserting that the loan is a valid obligation of the City of Panorama Village and that the Board has the authority to enter 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 Boards; and

City of Panorama Village 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.

Expiration;

This loan proposal must be accepted in writing on or before 30 June 2017 at which time the proposal shall be expire and be null and void.

FIRST FINANCIAL BANK

MEMBER FDIC

If this proposal is acceptable, please place this loan proposal on the Council's **May Agenda** for discussion and consideration. Thank you for the opportunity to be your Banker.

Sincerely,
First Financial Bank, N.A.

By: *Gay J. Barker, VP*
Gay J. Barker, Vice President
(936) 525-2279

KONROE - MONTGOMERY - FM 3489 - WILLIS - CUT AND SHOOT - CREEKSIDE - HUNTSVILLE

ATTORNEY REPRESENTATION NOTICE AND DOCUMENT CORRECTION AGREEMENT

LENDER: FIRST FINANCIAL BANK, N.A.

BORROWER(S): CITY OF PANORAMA VILLAGE, TEXAS, a municipal corporation

LOAN AMOUNT: \$600,000.00
\$250,000.00

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 and/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 as 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.

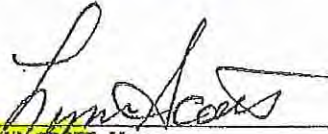
AGREEMENT TO REPLACE LOST OR MISPLACED DOCUMENTS AND TO CORRECT MISSTATED OR INACCURATE DOCUMENTS AND TO SUPPLY ADDITIONAL DOCUMENTATION. In consideration of Lender disbursing funds for the closing of the loan and regardless of the reason for any loss, misplacement, or inaccuracy in any loan documentation, 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.

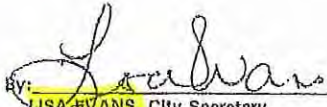
Each Borrower, Seller and/or Contractor hereby acknowledges receiving and reading a copy of this Notice, and by his/her/its signature affirms his/her/its acknowledgment of the accuracy of the above statements.

EXECUTED EFFECTIVE 19 May 2017.

BORROWER(S):

CITY OF PANORAMA VILLAGE, TEXAS,
a municipal corporation

By: 
LYNN SCOTT, Mayor

By: 
LISA EVANS, City Secretary

34-009-387
H:\1\panorama\cityrep

COPY

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

19 May 2017

City of Panorama Village, Texas
Mr. Lynn Scott, Mayor
98 Hlwon Dr.
Conroe, Texas 77304

RE: Closing and Funding of Your Loan.

Dear Mr. Scott:

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 19 May 2017.

CITY OF PANORAMA VILLAGE, TEXAS
a municipal corporation

By: 
LYNN SCOTT, Mayor

By: 
CLINT FLOWER, Councilmember

34-009-367
firstpanoramabankpp

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. ROSENGUIST

CONROE
(936) 756-3337
HOUSTON - METRO
936-441-1963
FAX NUMBER
(936) 756-2806

OPINION OF COUNSEL

Date: May 17, 2017

Maker: City of Panorama Village, Texas
99 Hiwon Drive,
Panorama Village, TX 77304

Lender: First Financial Bank, N.A.

Re: Line of Credit Promissory Note, dated as of May 19, 2017, by and between City of Panorama Village, 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 Panorama Village, 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 Panorama Village, 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 Panorama Village, 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.

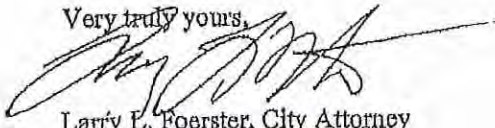
4. The authorization, approval and execution of the Note and all other proceedings of Maker relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws and all other applicable State and Federal laws.

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 of 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 E. Poerster, City Attorney

City of Panorama Village, Texas

LLF/ek

REVOLVING LINE OF CREDIT
PROMISSORY NOTE

600,000.00
\$250,000.00

Conroe, Texas

May 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 PANORAMA VILLAGE, TEXAS, a municipal corporation, of 99 Hilwan Dr., Conroe, Texas 77304 (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 TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) 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 PERCENT (3.00%) per annum (which shall be Three Hundred Sixty-Five (365) / Three Hundred Sixty (360) days as the case may be payable as stipulated herein.

SIX

600,000.00

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 TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00).

600,000.00

SIX

TO THE EXTENT APPLICABLE, payments by and the obligations of the CITY OF PANORAMA VILLAGE, TEXAS, a municipal corporation, hereunder shall not constitute a debt of the CITY OF PANORAMA as debt is defined within the meaning of the Texas Constitution, nor a pledge of the tax revenues of the CITY OF PANORAMA VILLAGE, TEXAS, 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 PANORAMA VILLAGE, TEXAS.

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 14 June 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 14 May 2018, when this obligation shall be FULLY PAID, including all unpaid principal and all accrued and unpaid interest.

November 1, 2017

September 30, 2018

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
- a. 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 hereof (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 or any other person to sell participations, to assign its interest or both, in all or any part of 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 MAY 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.

September 30,
2018

EXECUTED EFFECTIVE 19 MAY 2017.

MAKER(S):

CITY OF PANORAMA VILLAGE, TEXAS,
a municipal corporation

By: 

LYNN SCOTT, Mayor

By: 

LISA EVANS, City Secretary

Montgomery City Council
AGENDA REPORT

Meeting Date: September 12, 2017	Budgeted Amount:
Department:	
	Exhibits: Project GANT chart For Bridge and Bridge Water Line
Prepared By: Jack Yates City Administrator	
Date Prepared: September 7, 2017	

Subject

Report regarding bridge on Buffalo Springs Road

Description

The City Engineer will present this report.
In brief, the status is FEMA has completed their review but has not issued the Project Worksheet. They did however, issue a formal estimate which was enough to allow the CDBG – DR grant application to be filed. We expect to hear on the CDBG-DR application in two weeks. The Office of Legislative Affairs process is basically a public notice of the FEMA intention to fund the project-- and that is to be completed by September 13. All permits for the project have been requested from the Corps of Engineers and TCEQ.

The project cannot be advertised for bid until an environmental study is completed, which will take about two weeks and cannot start until after the CDBG application has been approved.

The current estimate for being able to advertise for bids is the last week of September/first week of October, if we hear on the award during the week of September 11-15th.

Montgomery City Council
AGENDA REPORT

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Recommendation

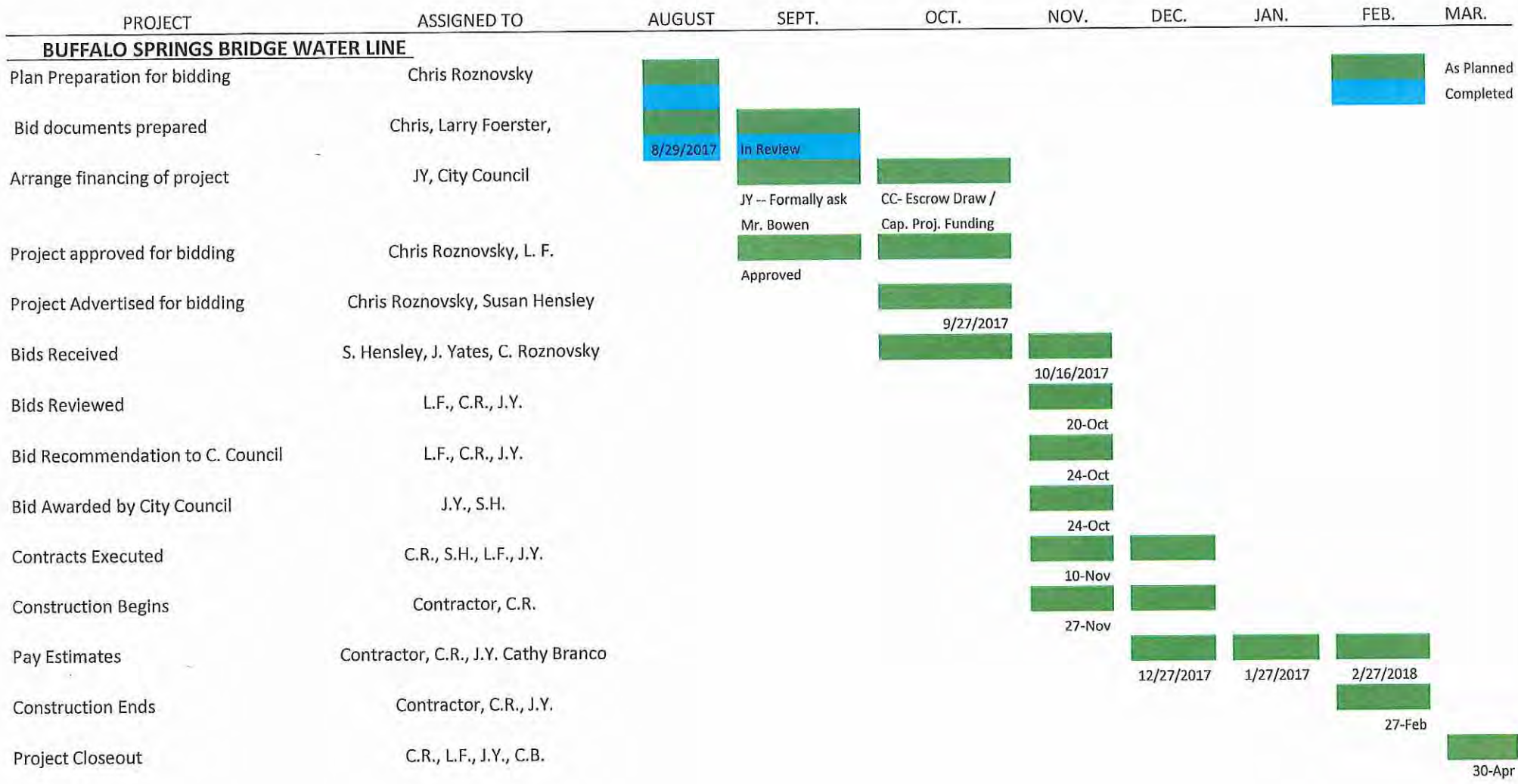
Consider the report, comment as desired.

Approved By

City Administrator

Jack Yates

Date: September 7, 2017



Montgomery City Council
AGENDA REPORT

Meeting Date: September 12, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Engineers memo including Certificate of Acceptance, Certificate of Construction Completion
Date Prepared: September 8, 2017	

Subject

This is to accept the construction of the Gardner Dr., Road, public water line, public sewer line, and public storms sewer and start the one-year maintenance period.

Description

The City Engineer's report showing construction completion is attached

Recommendation

Motion to accept the rule the street, water, sewer and storm sewer improvements as presented.

Approved By

City Administrator	Jack Yates	Date: September 8, 2017
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CERTIFICATE OF SUBSTANTIAL COMPLETION FOR
CONSTRUCTION OF GARDENER DRIVE PUBLIC ROAD, PUBLIC WATERLINE, PUBLIC SANITARY SEWER,
AND PUBLIC STORM SEWER

CITY OF MONTGOMERY

September 7, 2017

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

CONTRACTOR: Key Construction, Inc.
741 W. 2nd St.
Wichita, KS 67203

CONTRACT: Construction of Gardener Drive Public Road, Public Waterline, Public Sanitary
Sewer, and Public Storm Sewer
City of Montgomery
Texas Capital Fund Grant Infrastructure Project #7215102

Gentlemen:

We have observed the subject project constructed by the **CONTRACTOR** and find it to be substantially complete in accordance with the approved plans and specifications. The project was periodically observed during construction by our field project representative.

We recommend that the **OWNER** issue the **CONTRACTOR** a Certificate of Acceptance of the Work, and that final payment be made to the **CONTRACTOR**. We also recommend that the Contractor's guarantee period of 1 year begin September 7, 2017.

Sincerely,



Chris Roznovsky, PE



JONES | CARTER

1575 Sawdust Rd, Suite 400, The Woodlands, Texas 77380
TBPE Registration No. F-439

CERTIFICATE OF ACCEPTANCE

Key Construction, Inc.
741 W. 2nd St.
Wichita, KS 67203

Re: Construction of Gardner Drive Public Road, Public Waterline, Public Sanitary Sewer, and Public Storm Sewer
City of Montgomery
Texas Capital Fund Grant Infrastructure Project #72.15102

Gentlemen:

This is to certify that **CITY OF MONTGOMERY** accepts the subject project on the basis of the Certificate of Substantial Completion issued by our engineers, Jones|Carter, and understands that a guarantee shall cover a period of one (1) year beginning September 7, 2017.

By: _____
Mr. Jack Yates
City Administrator, City of Montgomery

Approved by City Council on _____

P:\PROJECTS\W5841 - City of Montgomery\W5841-1003-01 Milestone Development-Public\Construction\Pay Estimates\FINAL.doc

cc: Ms. Susan Hensley – City of Montgomery, City Secretary
Mr. Larry Foerster – Darden, Fowler and Creighton, LLP, City Attorney
Mr. Ed Shackelford, PE -- Jones|Carter

A709

Certificate of Construction Completion (COCC)

(Submit one for each Prime Construction Contract)

Grant Recipient: City of Montgomery, Texas TxCDBG Contract No: 7215102

This is to certify that a final inspection of the project described below was conducted on the 22nd day of August, 2017. Contract was entered into on the 30th day of August, 2016 between the city of Montgomery, Texas and Key Construction, Inc. for the construction of Gardener Drive Public Road, Public Waterline, Public Sanitary Sewer, and Public Storm Sewer.

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.
2. The sum of \$ 0.00, has been deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from Davis-Bacon compliance.
3. All programmatic requirements have been met, all claims and disputes have been settled, all warranties have been received, and all liens have been released.
4. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work within a period of 12 months from this date, as provided in the Contract.
5. All bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

6.	Amount of Original Contract	\$ <u>901,896.25</u>
	Cumulative Change Orders	\$ <u>23,823.37</u>
	Final Amount of Contract	\$ <u>925,719.62</u>
	Less Previous Payments	\$ _____
	Less Deductions (from #2 above)	\$ <u>0.00</u>
	FINAL PAYMENT (Balance)	\$ _____

7. The Final Payment above is now due and payable.

Certified by the following Engineer, Contractor, and Chief Elected Official/Designee:

Engineer

Title

Firm

Chief Elected Official/Designee

Title

City / County

Contractor

Title

Firm