

NOTICE OF REGULAR MEETING

July 11, 2017

MONTGOMERY CITY COUNCIL

STATE OF TEXAS
COUNTY OF MONTGOMERY
CITY OF MONTGOMERY

AGENDA

NOTICE IS HEREBY GIVEN that a Regular Meeting of the Montgomery City Council will be held on Tuesday, July 11, 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 for the Regular Meeting held on June 27, 2017.

CONSIDERATION AND POSSIBLE ACTION:

2. Consideration and possible action regarding adoption of the following Ordinance:
AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING CITY ORDINANCE NO. 1989-2, DATED FEBRUARY 14, 1989, BY AMENDING SECTION 57 OF CHAPTER 6, "ALCOHOLIC BEVERAGES," OF THE CITY CODE OF ORDINANCES, TO PROVIDE AN AREA AND TIME EXCEPTION TO THE PROHIBITION OF CONSUMPTION OF BEER AND WINE ON PUBLIC STREETS SIDEWALKS AND ALLEYS AT SPECIAL EVENTS BY PERMIT SUBJECT TO CERTAIN REQUIREMENTS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION.
3. Consideration and possible action regarding the award and execution of construction contract for Flagship Boulevard Pavement Repair.
4. Consideration and possible action regarding the Monument Agreement with Milestone Properties, Inc. and the Spirit of Texas Bank.
5. Consideration and possible action regarding construction of the Pond Street Utility Easement and the Pond Street Extension for Westmont Square Development as requested by Monte West.

6. Consideration and possible action regarding the award and execution of construction contract for 2017 FM 149 Sanitary Sewer Cleaning and Televising.
7. Consideration and possible action regarding approval of construction of the Water and Sanitary Sewer to serve Pizza Shack.
8. Report regarding Buffalo Springs Bridge.

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.

9. Convene into Closed Executive Session as authorized by the Texas Open Meetings Act, Chapter 551 of the Government Code, in accordance with the authority contained in the following:
 - a) 551.071 (confidential consultation with city attorney);
 - b) 551/074 (personnel deliberation concerning city administrator and possible plans for additional staff support); and
 - c) 551.087 (deliberation regarding economic development negotiations for a possible Chapter 380 agreement concerning The Shoppes of Montgomery)
10. Convene into Open Session.

POSSIBLE ACTION FROM EXECUTIVE SESSION:

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

COUNCIL INQUIRY:

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

ADJOURNMENT



Susan Hensley
Susan Hensley, City Secretary

I certify that the attached notice of meeting was posted on the bulletin board at City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas, on the 7th day of July, 2017 at 4:55 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 REGULAR MEETING**June 27, 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
 Dave McCorquodale City Council Place # 5

Absent: Rebecca Huss City Council Place # 4

Also Present: Jack Yates City Administrator
 Larry Foerster City Attorney

INVOCATION

John Champagne gave the invocation.

PLEDGE OF ALLEGIANCE TO FLAGS**VISITOR/CITIZENS FORUM:**

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Mr. Tom Cronin advised that he wanted to speak during Agenda Item 4. Mayor Jones advised that would not be a problem.

CONSENT AGENDA:

1. Matters related to the approval of minutes for the June 13, 2017, Public Hearing and Regular Meeting.

John Champagne moved to approve the minutes as presented for the meeting held on June 13, 2017. Jon Bickford seconded the motion, the motion carried unanimously. (4-0)

CONSIDERATION AND POSSIBLE ACTION:

2. Presentation of Westmont Square Development – Monty West

Mr. Monty West made a presentation regarding his proposed development located directly across from the Community Center. Mr. West said that what they are trying to do is build a U-shaped type square, and they are going to replicate some of the old buildings, that either used to be or still are in the City of Montgomery. Mr. West said that he will be formally requesting action, at the next City Council Meeting, regarding construction of a one way street connecting FM 149 and College Street, which will utilize the Pond Street extension north of College Street, and Pond Street utility easement at FM 149 and Liberty Street. Mr. West said that this will be for the purpose of providing an alternate traffic route and additional parking spaces for the City.

Mr. West said that the preliminary drawing of Westmont Square have 10 onsite parking spaces, with the approval of the Pond Street extension, it should provide an additional 19 spaces, adjacent to Westmont Square. Mr. West said that Westmont Construction will initiate and seek financial support from Montgomery EDC (“MEDC”) for this infrastructure project. Mr. West said that the purpose of this request is for businesses and visitors within the City to utilize the through street and additional parking which would provide more customer traffic to town and generate additional tax revenue for the City.

Mr. West said that a 12 foot wide City utility easement currently exists that connects FM 149 back to the uncompleted Pond Street extension, which runs north of Pond Street. Mr. West said that what he would like, with the City’s help, to have that constructed and completed so that they can get additional parking in conjunction with the parking on his lot. Mr. West said that he does have a civil engineer working on this project, who has prepared a preliminary drawing of the sewer, structures and drainage. Mr. West said that by the next time that he gets

on the agenda, they will have that information concluded for presentation to City Council. Mr. West said that he is asking the City to give him permission to move forward with seeking funds from MEDC to get the street built. Jon Bickford said that MEDC would not be able to pay for the whole street, because they can't take on the cost of the whole of any project, there is matching requirements. Mr. West said that he was hoping that the City would be able to contribute to the project as well.

Mayor Jones asked about the size of the stores on the lower floor and asked if they would be for small retail shops. Mr. West said that was correct, which is what they are hoping to have in those spaces, which are typically about 400 square feet per area. Mayor Jones asked about the second floor space and whether it would be designated as office space. Mr. West said that they would consume most of the right side of the north wing for the newspaper and marketing companies and other activities. Mr. West said that they already have about six people ready to come in with very limited marketing and word of mouth. Mayor Jones asked if these were retailers. Mr. West said that they have an insurance company, salon and a couple of other small businesses, and a couple of retail. Mr. West said that they will probably take their boutique and move down there and then lease their area to someone else. Mayor Jones said that the City needs some more things going on downtown, and the more that walking around that they can make happen, the better.

Mayor Jones asked Mr. West if he had any contact with TxDOT, since they are about to do their project on FM149. Mr. West said that his civil engineer is submitting information, either yesterday or today. Mayor Jones said that it looked like TxDOT did not want anyone backing out onto FM 149. Mr. West said that would immediately kill 9 parking places, so it would be incumbent to get the additional parking places on the easement and the Pond Street extension. Mayor Jones said that they need to have a discussion with TxDOT about the matter. Mr. West said that if they have to, they will bring the building closer to the street, which they do not want to do. Mr. West said that the parking out front benefits all the businesses in the immediate area. Mr. West advised that the property is located just outside the Historic District.

Mayor Jones said that Pond Street, on the west side of the project, actually has a road bed and ditches, where it might have been a road a long time ago. Mr. West said that his civil engineer had already designed the road with the drainage and what is required to make that happen.

Mayor Jones stated that this is not an action item, but is just a presentation of the project, and said that when Mr. West shows the information to the Montgomery EDC, he would definitely need to have a dollar amount in mind. Mr. West said that it would not really be him doing it, he would hope that the City would push it through and he can initiate the project and have it happen. Mr. West said that since it is the City's property and easement, and it is going to be such a great benefit to the City, he thought that the City needed to keep it and maintain it from now on. John Champagne said that the City had a form for people that wanted to pursue funds from the MEDC. Mayor Jones said that this is happening on City property, so the City just needs to decide if they want to participate and for how much. Mr. West said that he felt that it would help eliminate some of the congestion on FM 149.

Mayor Jones said that Mr. West had shown some elevation drawings of the facades and they looked like they belonged in Montgomery. Mr. West said that originally there was the Eldridge Whitehead Drug Store, which will be the corner, then on the right hand side there will be some mercantile buildings where they will replicate, then across the back will be the Price Berkley Hotel. The first building on the left will be a replica of the old train depot that was in town, and next to that they will copy the old bank building, then the old Post Office Building replica.

Mr. West said that next time he comes to City Council he will be seeing their blessing for the project. John Champagne asked who was going to come up with the scope of the project and the cost. Mr. West said that he was already working on that information, and has already contacted the Commissioner. Mr. West said that he has already paid for the engineer out of his pocket.

Mayor Jones asked the City Engineer if there was something else that the City needs to be studying. Mr. Shackleford said that he heard about this project for the first time last night at the Planning and Zoning Commission Meeting, so they have seen no drawings. Mr. Shackleford said that he did have some reservations about the one way street with parallel parking, and whether the 21 feet width would be sufficient to allow for parallel parking and one way through traffic. Mr. Shackleford said that as Mr. West mentioned, it would be a policy decision by City Council, as to whether Pond Street is a one way street or two way street, and if they would allow angled parking on a public right of way. Mr. Shackleford said that there

were several things that needed to be brought to City Council's attention and discussed. Jon Bickford asked if the Pond Street extension would be in the right of way. Mr. Shackelford said that it would be in the right of way. Mayor Jones said that the City allows parking in the right of way in lots of places, now, out of necessity. Mayor Jones said that with Pond Street being a through street, where they have no street now, and there is no doubt that the street would have to be a one way street.

Mr. Shackelford asked whether the property had been platted. Mr. West said that they have already done all the surveying and everything has been platted. Mr. Shackelford asked whether Mr. West had submitted a preliminary plat for the project to the Planning and Zoning Commission. Mr. West said that he had presented it to them last night. Mr. Shackelford said that was not a plat that was presented, that was a concept. Mr. West said that the next time they were on the agenda he would have a plat, but before they go any further, he needed some kind of knowledge as to whether the City would do the street. Jon Bickford asked what City Council needed for the project. Mr. Shackelford said that there was the preliminary plat, final plat, construction drawing and enough information to decide 1) if they want to convert an easement to a public right of way, and 2) they need enough information to be able to decide whether Pond Street is going to be extended, and if it is going to be one way or two way traffic with parking within the City right of way.

John Champagne asked if they could initiate this as an action item to get the information needed for the next meeting, because he did not hear that it would cost a lot of money to get the project going. Mr. West said that he had already paid for the platting, survey and the engineering for the project. Mayor Jones said that the project has not gone through the City process yet. Mr. West said that he had a preliminary drawing of the engineering, but it is not yet complete.

Mr. Foerster asked either Mr. Shackelford or Mr. Yates whether the 12 foot wide one way street was adequate. Mr. Shackelford said that is typically what a lane width is, but when they have adjacent parallel parking, they might need to be a little bit wider where someone is pulling out. Mr. Shackelford said that since they just heard about it yesterday, they have not had a chance to check the information. Mr. West said that it was a very short street, so it is not like anyone can speed down the road, and a typical highway lane is 12 feet wide. Mr. Yates suggested to Mr. West, that when his engineer has done a little bit more work, that they have a

meeting and get everyone together at the same time. Mr. Yates said that he thought that they could meet early next week. Mr. West said that he would be there if they would just tell him where, who and when.

Mr. Shackelford said that one of the items that City Council adopted a year or so ago was the need for a Feasibility Study on new projects. For example, Mr. West is proposing a fair number of offices, but we do not know what the flow is that he will need to be able to serve. So the question is are the utilities in that immediate area sufficient to accommodate the building. Mr. Shackelford said that the other item is that Mr. West is asking for City Council or Montgomery EDC to put funds into the project, so City Council needs to know what assessed valuation he will be bringing to the City and potential sales tax will be brought to the City prior to making a commitment. Mayor Jones said that they would seek that information. Mr. Foerster said that they would possibly want to know the number of new employees that they would be bringing to the City. John Champagne said that the Montgomery EDC application asks for that information as well.

Mayor Jones said that getting the project introduced to City Council is a good start, along with getting a meeting with the City to find out what the City requirements are. Mr. West said that his engineer has a good handle on that information and is following the City's Code. City Council thanked Mr. West for presenting his information and interest in the City.

3. Consideration and possible action on Department Reports.

- A. Administrator's Report- Mr. Yates presented his report to City Council. Mr. Yates said that he had coordinated with Congressman Brady's office and FEMA regarding the flood damage of the bridge.

Mr. Yates said that about six weeks ago he received a call from Grantworks owner, who advised him about a grant that Montgomery County had been offered by the General Land Office ("GLO") of the State of Texas, which amounted to \$22 million dollars. Mr. Yates said that Grantworks had advised him that they thought the County was about to let it go back, so he contacted the County Judge and sent a copy of his email to the other City Administrators in the County asking them to consider what to do with the funds because the GLO money came from the Federal Government, which

was approximately \$140 million that came to the State through FEMA and was based upon the major flood damage over the past four years. Mr. Yates said that Montgomery County had \$22 million dollars assigned to them, because the State picked the five hardest hit counties to give the funds to. Mr. Yates said that working with the engineer and the Grantworks person, they worked with the County Planning Office and devised what they call Method of Distribution (“MOD”). Mr. Yates advised that this morning the MOD was accepted by the County Commissioners at Commissioner’s Court. Mr. Yates said that all the small cities were in attendance because the City of Conroe was asking for \$13 million of the \$22 million dollars. Mr. Yates said that the formula for the MOD was worked out was based on the amount of FEMA money received and the percentage of low and moderate income. Mr. Yates said that the City just completed their CDBG application and they had done a survey in the northwest part of the City, so they showed the low to moderate income at that location. Mr. Yates said that the City had more damage than anyone else in the County, because of the bridge, and because of the repaving of Plez Morgan. Mr. Yates said that the way it worked out was that the City of Montgomery will receive \$2.2 million dollars in funds. Jon Bickford asked how soon they would receive the funds. Mr. Yates said the funds would be available sometime in October or November. Mr. Yates said that he did not know if they would be able to use the funds for the bridge, but they could use it in the low income areas. Mr. Yates said that question of Baja can get resolved, along with drainage in that area. Mr. Yates said that the County agreed to tell the GLO how the City wanted to distribute the money, and now they have to apply to the GLO. Mr. Yates said that as long as the City applies for the GLO approved projects, then that money is setting there for us to use. Mayor Jones said that he assumed there was some homework that occurred to come up with the \$2.2 million, with certain projects in mind. Mr. Yates said that what they had in mind was to do Baja correctly, with water and sewer lines, ditches and maybe underground storm sewers, and possibly curb and gutter and improve the drainage between Baja and Lone Star Parkway. Mr. Yates said that he thought they would be able to afford to do it along Martin Luther King, Jr. along Anders Branch, which is just south of the elementary school located there, that goes over to FM 149, then from FM 149 to Plez Morgan. Mr. Yates said that those were the projects that they had in mind. Jon Bickford asked if any of that would help with the runoff from the river that comes that way. Mr. Yates said that it would help with the

runoff, and said that another item that they could use the funds for would be to pay the City back for it's share of the FEMA damage, which is approximately \$130,000 - \$140,000. Mayor Jones said that the City was going to pay for that out of a loan. Mr. Yates said that for Baja they have applied for a Community Block Grant, which they have not heard about that yet, and the project is not included in the CDBG funds.

Mayor Jones said if the City does not spend the funds, they have to give them back. Mr. Yates said that was correct. Jon Bickford asked how long they had to spend the funds. Mr. Shackelford said that they have 24 months to spend the funds, and the first 12 months are gone. John Champagne asked if the City had done some preliminary Baja engineering. Mr. Shackelford said that they did some very preliminary engineering work. Jon Bickford asked if there were any more funds available. Mr. Yates said that the City had received all their FEMA funds, except for the bridge and Plez Morgan, which was added after the bridge rerouting. Mr. Yates said that they did not want to tear up Plez Morgan until the bridge has been repaired and back open.

Mayor Jones asked how much the City of Conroe received. Mr. Yates said that Conroe received \$1.6 million dollars. Mr. Yates said that the City of Montgomery received the highest amount of funds at \$2.2 million dollars. John Champagne said that he knew Mr. Yates had a lot of priorities, and said that anything that produces revenue, in his mind, and improves infrastructure and services to the citizens, needs to be put at the top of the list, so we need to get moving with this deal in the 12 months. Jon Bickford asked if the City is waiting for any paperwork to be 100 percent sure that we are getting those funds. Mr. Yates said that Montgomery County will tell the GLO this week what their MOD is from the County, and then supposedly, in August the City can make an application to the GLO, then by October we should have the funds. Jon Bickford said that they can't start anything sooner because they won't know for sure about receiving the funds. Mr. Yates said that was correct. John Champagne asked where the funds would go, since the City has been preapproved for \$2.2 million dollars. Mr. Yates said that the funds could go to the County or if the County did not use it, it would go back to the State. John Champagne said that they had to do some preparation, we have to come up with a number for these project. Mr. Yates said that was correct. John Champagne said that they needed to get moving on this, because there is going to be a

cost to the City to even be considered for this money. Mr. Yates said that was correct. Mayor Jones asked if John Champagne was saying the engineering for certain projects should start happening. Mr. Yates said that was correct, and they will also need to hire Grantworks to do the administration of the grant, which they will have to go out for RFP's. Jon Bickford said that they needed to get hustling, because Grantworks just found the City \$2.2 million dollars. Mayor Jones said that Grantworks has been doing a good job for the City.

- B. Public Works Report – Mr. Yates presented the report, in the absence of Mr. Mike Muckleroy. Mr. Yates stated that they had installed cedar lift blocks on all the Council's chairs in the Council Chambers. Mr. Yates advised that they had pressure washed and painted the Simonton Building, and the Simonton Building front porch and wheel chair ramp with non-slip paint and changed all the deadbolts and locks at Fernland Park. The docents at Fernland reported a total of 797 visitors for the month and they provided 56 tours.

John Champagne advised that there was a bridge at Memory Park that is starting to sink, the support pilings are starting to give way and the bridge is leaning. John Champagne said that as you enter the bridge you can actually trip because there is an inch and a half piece of a board that is sticking up because of the movement of the bridge. John Champagne said that it looks like it is going to be a big project, but it might just need to be shimmed.

- C. Police Department Report – Chief of Police, James Napolitano, presented his report to City Council. Chief Napolitano said that he wanted to bring up the smart thinking of Officer Thompson, during the month, when there was a bad storm and lightning struck a home in Bentwater. Chief Napolitano said that the home was owned by an elderly woman who called the 9-1-1, but due to several other things going on during the storm, the Sheriff's Department was tied up, so Officer Thompson made the call. Officer Thompson arrived when the woman's home was becoming fully engulfed from the fire caused by the lightning strike. Officer Thompson got the woman out of her home safely, and evacuated the nearby homes due to the extent of the fire. Willis Fire Department made the scene and was able to start putting out the fire. Chief Napolitano commended

Officer Thompson, who could not be here tonight because he is working an extra job. Chief Napolitano said that Officer Thompson is up there with the most arrests for the year. John Champagne asked how long Officer Thompson has been on the force. Chief Napolitano said that he has been here about two years, since he came from Montgomery ISD, where he was a young rookie. Jon Bickford said that it was nice to have him on the force.

- D. Court Department Report – Mr. Yates presented the report to City Council, in the absence of Court Administrator Rebecca Lehn-Kendall, who is in training this week. Mr. Yates said that the warrants were \$6,800 for the past month, giving them a total amount collected of \$47,225.

Jon Bickford said that there has been a big jump in warrant revenue this year. Mr. Yates said that was because they have had a warrant officer, who left this past month. Mr. Yates said that they are in the process of hiring someone else to fill that position. Jon Bickford said that the warrant fees collected have almost doubled from last year.

- E. Utility/Development Report – Mr. Yates presented the report to City Council advising that the department collected \$125,000 this past month, which is up about \$20,000 from last year, primarily due to the water rate increase. Mr. Yates advised that permits were \$15,326 during the month, and they had 586 utility customers. Mr. Yates said that there were 44 permits issued, and Burger King brought in a set of plans. Mr. Yates stated that the Community Center was rented for six bookings for \$965.

Mayor Jones said that the beginning of the school year there is going to be two campuses not operating, so when it is time to figure the budget for water sales, he might take that into consideration.

- F. Water Report – Mr. Mike Williams, Gulf Utilities, presented his report to City Council. Mr. Williams reviewed the district alerts for the month. Mayor Jones asked whether the generators and switches are checked on a routine basis. Mr. Williams said that they are scheduled to be run and have the equipment checked. Mr. Williams advised that Lift Station 2 had a failure due to unbalanced power. Mayor Jones asked where that was located. Mr. Williams advised that it was located on FM 149, just north of Jim's

on the west side of the road. Mayor Jones asked if unbalanced power meant energy. Mr. Williams said that it meant that one leg was getting more or less than the other legs. Jon Bickford said this was in the same neck of the woods as the last problem. Mr. Shackelford said that they have had problems at Water Plant 2 and 3, and now at this location. Mr. Shackelford said that Entergy is working on the problem, which they have been working on for three years now. John Champagne asked whether they had an alternate source of energy. Mr. Shackelford said that the only alternate source was a generator, which would be very expensive. Mr. Williams advised that the last district alert was also due to a power failure, which was due to a power outage in the area related to a storm. John Champagne said that Lift Station No. 1 seemed to be getting a lot of print in the report. Mr. Williams said that it was Lift Station No. 3 that has had a lot of issues.

Mayor Jones asked about the general age and condition of Lift Station 1. Mr. Williams advised that Lift Station No. 1 was constructed with the Wastewater Treatment Plant in 2008. Mr. Shackelford advised that Lift Station is being considered for relocation.

Mr. Williams reported that there were typos on page 4 they have the effluent trend, and advised that there were a couple of typos so he read the corrected amounts as follows: Daily peak flow, May 18, 2017 with 183,000 gallons, which was 74 percent of the permitted value. The corrected average daily flow was 139,000 gallons, which was 39 percent of the daily value. Mr. Williams said that page 5 now includes a staff gauge accuracy chart. Mr. Williams said that the lowest percentage of accuracy that he saw was 95 percent, and the highest was 103 percent, so it is very accurate.

Mr. Williams advised that all samples for the effluent monitoring report showed that they were in compliance. During the month of May the City had 6.24 inches of rain. Mr. Williams said that there were a couple of days in May, due to rain causing a power outage, where they did not get the rain count.

Mr. Williams advised that regarding the water report, which showed a total pumpage of 9,286 million gallons, total flushing of 250,000 gallons, they sold 8.721 million gallons of water, with a 97 percent accountability. Mr. Williams reviewed the well

motor run times. Mayor Jones asked if they were running at the best mix. Mr. Williams said that right now, with the issues that they are experiencing with Well #2, they try to run it when they can, because they can't run as much as they want to due to the power balance at the Water Plant. Mr. Williams said that they are trying to balance them, but they get locked out of the well. Mayor Jones asked why Well #4 runs so little. Mr. Williams said that Well #4 has a larger motor, so it will run less to fill the tanks, while Well #2 and Well #3 have the same size motor. John Champagne said that the water from Well #4 is hot. Mr. Williams said that last summer they did get some pretty hot water, but so far the water coming out of the Well is at 120 degrees, and when it leaves the plant, so far, they have not seen anything over 85 degrees. Mayor Jones asked if Buffalo Springs would get the mix of the warmer water. Mr. Williams said that the water for Buffalo Springs, more than likely, comes from Water Plant #3 and #4, due to the proximity. Mr. Williams said that most times when the water feels warmer is because when Well #4 runs it heats the water up, and then when Well #3 runs it cools the water down. Mr. Williams advised that the current controls at the Water Plant won't let them run together to create an overall cooler temperature, but with the recent walk through with the engineer, they are going to look into something to keep the water cooler. John Champagne asked whether the percentage of Well #4 be much higher. Mr. Williams said that they do have a higher permit with Well #4, but at the beginning of the year, they are trying to use as well as they can out of all three wells. Mr. Williams said that they are testing Water Plant #2 because they need to take Water Plant #3 down for repairing the control wires, which would take three days, so they want to make sure that Well #2 would support the City, which they did find a flaw.

Mr. Shackelford said that they have to look at the total usage of water so that they can report to the Lone Star Groundwater Conservation District that they have at least converted 30 percent to an alternate water supply, which would be Well #4. Mr. Shackelford said that they are halfway through the year, so they need to look at the numbers to see where they are in the totals. John Champagne asked if they would have that report at the next meeting. Mr. Williams advised that he would bring it to the next meeting.

Mr. Williams advised that for the water treated, they are showing a 47 percent return to the Wastewater Treatment Plant.

G. Engineer's Report – Mr. Shackelford presented his report to City Council. Mr. Shackelford said that he had received comments from one Council Member regarding the Joint Mobility Study, so if the rest of City Council has comments that they would like to offer so that they can include them in the final version. Mr. Shackelford said that they did still need to meet with Montgomery County Precincts 1 and 2 to get their input, hopefully in early July they can get that accomplished.

Mr. Shackelford stated that there is a Workshop meeting scheduled with the Planning and Zoning Commission and City Council to be held on July 13, 2017 where they will discuss the Joint Mobility Study in detail.

Mr. Shackelford commented on the Buffalo Springs Drive Bridge, stating that they were all concerned with the Bridge. Mr. Shackelford said that at the last meeting they had reported to City Council that FEMA had brought in a new team of people. They have met with the new team regarding easements and design, and Mr. Yates has received a new email from the lead person on the new team who has made some recommendations. Mr. Shackelford said that FEMA was not sharing their email with him, so when he gets a copy of the email he will start looking at the information, because they have made some recommendations that are slightly different than what they were proposing.

Mr. Shackelford stated that the Heritage Place Medical Center waterline, they are waiting on the contracts. Mr. Shackelford said that they had some comments on Houston Street, so they have returned the comments.

Mr. Shackelford said that they were moving forward with the Water Plant inspections. Mr. Shackelford advised that regarding Lake Creek Village, Section 3 approval of construction plans, the Planning and Zoning Commission did approve the plans last night, and they have seen that the developer has authorized his contractor to proceed with work on site already without City Council's approval.

Mr. Shackelford said that City Council may have seen some of the emails from the developer of the Villas of Mia Lago, and they are trying to work through his concerns on the difference between his engineers design and the design that they had provided to Montgomery County for Lone Star Bend. Mayor Jones asked what the status was on that information. Mr. Shackelford said that they had received revised plans late yesterday afternoon, and they will be looking at them tomorrow. Mayor Jones asked if the solution was that they were going to have to add dirt. Mr. Shackelford said that they were already planning to add dirt, and in some cases they had 5-6 feet of fill in spots on their lots, thinking that Lone Star Bend, was being filled. Mr. Shackelford said that Montgomery County was very specific with the transportation folks as to how much fill they would allow as part of our design for Lone Star Bend, which did not match what the developer's engineer was providing. Mr. Shackelford said that there have been some elevation data issues between the two firms, and they have gotten those corrected and they hope to have it all resolved this week.

Mr. Shackelford advised that the Lone Star Parkway preconstruction meeting is tomorrow, with the contractor and the County Engineer, which he and Mr. Yates will be attending. Mayor Jones asked if Mr. Shackelford knew if they were going to allow a lane of traffic or were they going to completely redirect traffic. Mr. Shackelford said that he has heard rumors, but he would rather report back after the meeting.

Mr. Shackelford said that today Commissioner's Court approved the award for Bois d' Arc Bend and Lone Star Bend extension, which was awarded to Smith and Company.

Mr. Shackelford said that he would recommend to City Council and Mr. Yates that we put on the agenda for the July 13, 2017 Meeting the request to authorize solicitation qualifications for grant writers and engineers, so they can move forward with the GLO Disaster Relief funding that they discussed earlier.

Mr. Shackelford advised that they have a meeting with The Shoppes of Montgomery tomorrow to discuss Lift Station #1 and additional land to go with the Wastewater Treatment Plant.

John Champagne asked about Lake Creek Village, Section 3, and who the builder is for that project. Mr. Shackelford advised that the builder is Lefco. Mayor Jones asked if they had sold a bunch of lots to someone else. Mr. Shackelford said that he knew that he had sold the lots in Section 2 and some of the remaining lots in Section 1 to Stylecraft, but said that the owner could not sell Section 3 lots until they file a final plat. Mr. Shackelford said that if he files the final plat before the construction is complete, he will have to post a 100 percent bond for the project. John Champagne asked if he was out of compliance, because he started prior to approval. Mr. Shackelford said yes. Mr. Shackelford said if the owner were to continue on and the City did not notice the work, and then the owner wants the City to perform the inspection and accept the work, the City would have every right to say we were not there during construction, we don't know, so dig it all up and show them. John Champagne said that they don't want to do that, but the owner needs to be advised that he is out of compliance. Mr. Shackelford said that he thought the development packet that the City is working on, going forward, will help solve this because they will have to come to get permits for clearing, installation of utilities, etc., instead of just relying on a set of signed plans that they don't have. Mr. Shackelford said that they will contact the owner before daylight.

- H. Financial Report - Mr. Yates presented the report to City Council, advising that the general fund is doing quite well with \$173,252 in revenue over expenditures so far for the year. MEDC has \$8,308 in revenues over expenditures. The utility fund has \$219,314 revenue over expenditures, and Mr. Yates said that what they will probably do is carry the balance over to next year's budget and make it capital improvements, which they can discuss during the budget process. Mr. Yates said that staff continues to watch expenditures well and the revenues are coming in.

Jon Bickford moved to accept the Departmental Reports. Dave McCorquodale seconded the motion, the motion carried unanimously. (4-0)

4. Consideration and possible action regarding adoption of the following Ordinance:
AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS,
AMENDING CITY ORDINANCE NO. 1989-2, DATED FEBRUARY 14, 1989, BY

AMENDING SECTION 57 OF CHAPTER 6, "ALCOHOLIC BEVERAGES," OF THE CITY CODE OF ORDINANCES, TO PROVIDE AN EXCEPTION TO THE PROHIBITION OF CONSUMPTION OF ALCOHOLIC BEVERAGES ON PUBLIC STREETS SIDEWALKS AND ALLEYS AT SPECIAL EVENTS BY PERMIT SUBJECT TO CERTAIN REQUIREMENTS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION.

Mr. Yates presented the information to City Council, stating that the City's Code of Ordinances does not permit drinking alcoholic beverages on a public street, sidewalk or alley of the City. There is also no provision for special events, such as the Wine Festival and Freedom Festival. TABC advised that for these type of events the permit holder must apply for a TABC Festival Permit. The Festival Permit is not to be used for more than four consecutive days at the same location. TABC also advised that when the vendor applies for the permit, they are required to submit a letter of approval from the property owner.

Mr. Yates said that currently on Thursday nights, they are having an event where people go and buy wine at the local wine shop downtown and carry that through the Farmer's Market. Mr. Yates said that staff is looking at a way to make an allowance to the ordinance, if that is what Council wants. Mr. Yates said that the thought now is to not charge a fee, but to have the Special Event to come to City Council for their approval.

Mayor Jones asked if there was any way to stream line the process, for example the Thursday night event is going to occur every Thursday night, so they do not have to get a permit every time. Mr. Foerster said that he thought that they could do a blanket approval, at least for a 12 month period, or a reasonable period of time, subject to the TABC permit and the letter of authorization. John Champagne asked if the permit would have to be issued for each incident. Mayor Jones said that is what they are trying to stream line. Jon Bickford asked the Chief of Police who would issue a citation if the TABC rules were not followed. Chief Napolitano advised that would be the Police. Mayor Jones said that they have been allowing this since the ordinance was written. Mr. Yates said that the Wine Festival has obtained their Festival Permit

from TABC, because he has written letters from the City. Mayor Jones said that the event is not selling alcohol, it is the ability to let people walk around with the alcohol. Mr. Yates said that he saw barricades with signs that stated “no alcohol past this point.”

Jon Bickford asked if extra police have to be on duty for these special events. Chief Napolitano said that they have not asked for extra police for the Thursday night events. Chief Napolitano said that they are not being served drinks outside, they are served inside a premise with a liquor license to serve on premises, so the question is, can they leave with that alcohol and go to the next premise. Chief Napolitano said as of right now they can't carry drinks from place to place. Mayor Jones asked if TABC allows people to walk around with drinks. TABC allows that to occur in a specific area.

Mr. Tom Cronin said that it was his understanding, when he opened his business five years ago, when he contacted TABC specifically regarding the Wine Festival. Mr. Cronin said that TABC said that if he owned the property, he could sell wine on the property. Mr. Cronin said that everyone is stating alcoholic beverages, and he thought that they were only talking about wine and beer. Mr. Cronin said that he was not big on someone walking around with a mixed drink. Mr. Cronin said that he would have to get back with TABC, because when he talked to them before it was for the Wine Festival, which is held on his property, more or less. Mr. Cronin said that they keep expanding for the event and they are getting great traffic, and he thinks that was the reason that they call it Sip n Stroll, because they were under the impression that there was no ordinance prohibiting people to walk around downtown, while they are shopping. Mayor Jones said that it was a surprise to all of us. Jon Bickford said that when Mr. Cronin says “TABC said that they could sell and people could consume on their property,” he gets that, the trick is when they migrate from property A to property B. Jon Bickford asked if they could just have it alcohol instead of just beer and wine, because he would not block someone from selling all types of alcohol. Mr. Cronin said that they were required to totally enclose the building and place signs, stating that people could not leave with mixed beverages. Mr. Cronin said that his understanding at the time that he spoke to the representative with TABC was that unless City ordinance stated otherwise, people could leave with beer or wine, not mixed drinks. Mr. Cronin said that they could not leave with any beverage from the Cozy Supper Club because mixed drinks are served at that location.

Shawna Reilly stated that, as far as changing the ordinance, she would like to go further and request that beer and wine be permitted in the Historic District for walking, and not just for festivals. Ms. Reilly advised that she thought it would make it so that they would not have to get Festival Permits from TABC every week, or have to figure out how they are doing permits. Ms. Reilly said that she thought the vision for Historic Montgomery, at least with merchants and wine sellers, is to have something akin to Frederiksberg, Texas or Key West, Florida. There are several wine tourist spots that do allow wine drinking on the streets. Ms. Reilly said that there is a completely different set of rules for mixed beverages, even in Frederiksberg, you can't walk around with a margarita, but you can with wine or beer. Ms. Reilly said that TABC does not have to do Festival Permits because the city has said that particular district that is permitted. Ms. Reilly stated, if possible, that is what she would propose, and she thinks that other merchants in the Historic District agree. Jon Bickford asked if they are under the impression that the City has the ability to do that. Mr. Yates said that you could do it as long as you want to and define the area as a district. Jon Bickford asked if the City defined an area, could they say that in the defined area it would be legal to be outside with a glass of wine or beer. Mr. Yates said that he thought that they could. Mr. Cronin said that was what the City of Frederiksberg did, and said that he has a list of about ten different places though out the Country that have areas where they allow consumption. Mr. Cronin said that what they are promoting is that they pick an area, and maybe they can overcome the TABC permitting requirements if the City has an ordinance on the books that says there is a particular area where it is legal.

Mr. Yates said if they are going to talk about this long term, he would suggest two things. One, he thinks that there needs to be some more thought about what area would be involved. Second, confirm with TABC the understanding of the rules.

John Champagne suggested that they table the item until they can get more information. Mr. Yates asked if they had a period of time that they were considering. Mayor Jones said that he would say forever. Jon Bickford said that he would be fine with a certain area, but he wanted to make sure that they looked at any implications to additional police services being needed, as a result of this action.

Ms. Karla Nash, owner of Cork This Winery, said that she wanted to remind everyone that it is the permit holder, such as herself, that can't serve a person that is visibly impaired or

overserved so that is their responsibility, not the City's. Jon Bickford said that he knew this would never happen, but he could imagine somebody stopping by her shop, purchasing three bottles of wine to take home, and home means on their person somewhere, and then pouring glasses of wine and walking around getting intoxicated. Mayor Jones said that could happen right now. Ms. Nash said that she thought that it would be a better approach to try a specific area and then if it becomes a problem, revoke it. Ms. Nash said that it has not been a problem in this community, because she thought it was an open container area, because she has been in business for nine years and she has sent people out her door every day. Jon Bickford said that they just need to understand the implications. Ms. Nash said that the law falls back on the vendor, which is why they are very vigilant.

Ms. Reilly stated that if City Council would like an example of what they are looking for in the future, come and visit them on Thursday night and you will see what is happening, and she thinks that they will like it.

John Champagne moved to table this item until they get more information from TABC as to how they can blanket this area, so they don't have to do a permit every week. Mr. Yates said that he would meet with the Ms. Reilly, Ms. Nash, Ms. Whitley and Mr. Cronin on the guidelines involved. John Champagne said that they would vote on the ordinance based on that information at the next meeting. Jon Bickford seconded the motion, the motion carried unanimously. (4-0)

Mayor Jones thanked the merchants for their input, and said that they are the ones making it happen downtown.

5. Consideration and possible action regarding amendment of the Montgomery Economic Development Corporation 2016-2017 Operating Budget.

Mr. Yates stated that the MEDC Budget had to be amended based on an increased beginning fund balance for the year, the deletion of Kroger sales tax, paving of a parking lot downtown, more public infrastructure expenses than planned, and due to the distribution of staffing/internship line item.

Mayor Jones asked what the expected dollar amount that MEDC will have in its coffers at the end of this fiscal year. Mr. Yates advised that if every dollar is spent, which it probably won't, it would be \$508,000. Mayor Jones said that was a lot different than the rumors that have been going around that says it is much less.

John Champagne asked about the \$35,000 staffing fund is for internship/staffing. Mr. Yates said that was thought at the beginning of the year, when there was \$45,000 in the budget for staffing/internship, and MEDC decided to keep \$10,000 for internship and to put the other \$35,000 toward contract labor to work on things like the walking tour, support to local organizations, liaison for design and printing of marketing materials, etc. John Champagne asked where this person would office. Mr. Yates said that the primary person that they have in mind is the owner of Home Focus Magazine, and either she or her office can perform the duties, so we will sign separate contracts for each specific task. Mayor Jones said that when they first approved the budget it was going to be a half a person that would answer to the City, and after lots of thought, they decided that it would be better to farm out, on a project basis.

Jon Bickford said that they were moving funds around and not changing the amount of the budget. Mr. Yates said that was correct.

Dave McCorquodale moved to approve amending the MEDC 2016-2017 Operating Budget as presented. T.J. Wilkerson seconded the motion, the motion carried unanimously. (4-0)

6. Consideration and possible action regarding a Contract Price Adjustment with Waste Management.

Mr. Yates advised that this was a cost of living increase, which was an increase in the fuel cost from \$2.414 to \$2.435 per gallon, which was provided for in the contract, which they are saying is a 2 percent increase. Jon Bickford asked to confirm that the City really has no option but to agree. Mr. Yates said that it was in the contract.

After discussion, Jon Bickford moved to accept the contract price adjustment. John Champagne seconded the motion.

Discussion: Mayor Jones asked Mr. Yates to state the rates. Mr. Yates said that was the next item on the agenda.

The motion carried with 3-Ayes and 1-Nay by T.J. Wilkerson. (3-1)

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE RATES TO BE CHARGED FOR GARBAGE AND TRASH PICKUP SERVICE INSIDE THE CITY OF MONTGOMERY, TEXAS; PROVIDING FOR A PENALTY FOR FAILURE TO PAY ACCOUNTS; PROVIDING CONDITIONS UPON WHICH SERVICE WILL BE RESUMED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION.

Mr. Yates advised that this ordinance would place into effect a \$.38 cent increase for residential pickup, going from \$17.92 to \$18.30. The second container pickup would increase from \$14.40 to \$14.70 and commercial pickup would increase from \$19.37 to \$19.75. Mr. Yates advised that the increase is a 2 percent pass-through charge.

John Champagne moved to approve the ordinance and instruct the City Attorney to prepare the ordinance with the rates as discussed, with an effective date of July 20, 2017. Dave McCorquodale seconded the motion, the motion carried with 3-Aye votes and 1-Nay vote by T.J. Wilkerson. (3-1)

8. Consideration and possible action regarding outside City development located at 23849 FM 1097.

Mr. Yates advised that he had spoken with the owner of the property, Mr. Stultz, on June 19, 2017 to get some answers to the questions regarding his development. Mr. Stultz advised that he had not picked out a street light, but that he would put in a street light above the entrance to his property. Mr. Shultz advised that the width of his driveway was 21 feet, which is wider than a commercial driveway, and he has already obtained a TxDOT driveway permit. Mr.

Yates advised that he had asked Mr. Stultz about an acceleration and deceleration lane approaching his driveway, and Mr. Stultz advised that TxDOT had not mentioned that during their review of his driveway permit. Mr. Stultz advised that he would be connecting to the Dobbins-Plantersville Water Supply Corporation waterline. Mr. Yates stated that Mr. Stultz has a sewage collection design large enough for his planned use and has applied for a County septic tank permit. Mr. Yates advised that Mr. Stultz has just started the process for his building permit.

After discussion, John Champagne moved to make no comment to Montgomery County regarding the permit or development. Dave McCorquodale seconded the motion.

Discussion: Mayor Jones asked Mr. Yates if he relayed the information to the person that had the questions regarding this development. Mr. Yates stated that he had.

The motion carried unanimously. (4-0)

9. Consideration and possible action regarding a Lease Agreement with Ramon Laughter regarding property north of Caroline Street at Liberty Street and McCown Street.

Mr. Yates advised that they had been able to obtain a 5-year lease from Mr. Laughter, which would replace the one year lease already in place. Mr. Yates said that City Council had concerns regarding paving the parking lot when the current lease was for one year.

Mr. Foerster advised that the agreement provides for a right of first refusal in the event that the owner has an offer to sell the property, which would allow the City the right to match that offer. Mayor Jones said that they have discussed getting that parking lot paved for a long time. Mayor Jones said that it is currently being used as a parking lot right now and the area to the north of this property is being leased by the City for public parking, and the City will pave the whole area. Mayor Jones said that it will be a good addition to the downtown area for event.

Jon Bickford stepped out of the meeting at 7:50 p.m.

Dave McCorquodale moved to approve the Lease Agreement with Ramon Laughter regarding property north of Caroline Street at Liberty Street and McCown Street and was comfortable with the five (5) years. T.J. Wilkerson seconded the motion, the motion carried unanimously. (3-0)

Jon Bickford returned to the meeting at 8:00 p.m.

10. Consideration and possible action regarding Escrow Agreement Form regarding fees for Developers in the City.

Mr. Yates presented the information to City Council advising that this was to adopt a formal Escrow Agreement between developers and the City to cover engineering costs, legal fees, consulting fees and administrative expenses incurred during the planning of the development of property in the City.

Mayor Jones said that the City has been doing this in practice, but this would formalize the process. Mr. Yates said that the Agreement would have to be adopted by City Council. John Champagne asked if this would slow the process down. Mr. Yates said that he would say it might at first, but not in the long run, because it would establish the funds. Mayor Jones asked if the Escrow Agreement would receive its own line item in the financials, and then at some point, once the project is complete, the line item would go away. Mr. Yates said that once the development is complete, the balance of the account is returned to the developer and the account is closed. Mayor Jones said that he thought this was a good step in getting a handle on these things.

John Champagne asked Mr. Foerster if this was a common practice. Mr. Foerster said that it is done in Shenandoah and a few other cities that he knows of. Mr. Foerster said that none of his other cities do these Agreements, but he is going to suggest that they look at doing this process because of the expenses that are incurred. John Champagne asked Mr. Shackelford if he saw this practice very often. Mr. Shackelford said that they have it a lot with their special districts, just because there is a requirement for a development reimbursement agreement that goes before TCEQ. Mr. Shackelford said that he thought the Agreement will help, and at least will identify what the estimated fees will be and cuts out surprises. Mayor Jones asked if City

Council would have to approve any amendments to the Escrow Agreement. Mr. Yates advised that was correct. John Champagne said that he just did not want it to be a cumbersome process. Mr. Yates said that the cumbersome part would be at the very beginning when they are advised that they have to have an Escrow Agreement.

Dave McCorquodale moved to approve the Developer Escrow Agreement form as presented. Jon Bickford seconded the motion, the motion carried unanimously. (4-0)

11. Consideration and possible action regarding approval of Montgomery First Construction Plans and Final Plat.

Mr. Shackleford presented the information and advised that most of his comments have been addressed, and said that in his letter he is recommending that City Council grant provisional approval of the final plat and construction drawing pending addressing any outstanding review comments. Mr. Shackleford said that he had just spoke to the developer who has indicated that he has delivered the final changes to Jones and Carter, so he will just need to review the documents.

Jon Bickford asked if they knew what would be going in the development. Mr. Shackleford advised that they know of a drive through full service car wash. Mr. Shackleford said that he would recommend City Council provisional approval pending the developer addressing any outstanding comments.

Jon Bickford moved to grant conditional approval, in meeting the City's and engineering requirements, for the Montgomery First construction plans and final plat. John Champagne seconded the motion, the motion carried unanimously. (4-0)

Mr. Shackleford advised that the Planning and Zoning Commission approved this action last night.

12. Consideration and possible action regarding approval Lake Creek Village Section 3 Construction Plans.

Mr. Shackleford advised that this is a single family residential development that he is recommending approval of the construction plans since they have addressed all the comments. Mr. Shackleford said that this developer has chosen the path of constructing at his risk to get everything built and then file the final plat at the end of the job so the bond that he has to post is minimized.

Jon Bickford asked whether this had to be in place prior to construction. Mr. Shackleford said that it is recommended, because the developer knows that if he starts in advance of the approval of the plans, everything that he builds is at risk.

John Champagne stated that based on the Jones and Carter report, the drawings as submitted by GLS Engineering are recommended for approval with no objections.

John Champagne moved to approve the construction plans as presented. T.J. Wilkerson seconded the motion, the motion carried unanimously. (4-0)

13. Consideration and possible action regarding the award and execution of construction contract for Flagship Boulevard Pavement Repair.

Mr. Shackleford advised that the City has already expended \$48,000 to repair the drainage under Flagship Boulevard. Mr. Shackleford said that they had given City Council an estimate for the project of \$68,000, with the idea that a local contractor was going to bid on the project. Mr. Shackleford said that the local contractor did not bid on the project, but they did receive three bids, the lowest bid by VML Construction Services offered was \$82,688.62, the next bid was \$109,000 and the third bid was \$141,400.41. Mr. Shackleford said that this was in excess of the money available from FEMA in the amount of \$43,600, so if they award to the lowest bidder that would come out of the City's funds. Mr. Shackleford said that this would be the repair of the gravel area, and then it would be taking out the median that was built about a year ago that has floated up.

Mr. Shackleford said that City Council has two options, one to award based on the low bid price or to reject the bids and contact the contractors that they thought were going to bid and

find out why they did not bid. Mr. Shackleford said that in their past experience, if you rebid within a certain period of time, then typically the prices go up 10 percent.

Jon Bickford asked if they needed to change the scope of the work. Mr. Shackleford said that the median is 10-15 feet wide and at least 120 feet long, and raised up after the storm. Mr. Shackleford said that they were going to remove it and dowel into the adjacent pavement and anchor it better so that it does not float, they will also dig out the gravel and put concrete and curbs in place. Mayor Jones asked if that included some concrete pothole patching. Mr. Shackleford said that they would not unless they could establish that they were caused by part of the flooding.

Mr. Yates said that he would recommend working with the contractors and working the bidding harder, so he would suggest rejecting the bid or postponing the award for two weeks to see what they can do in the meantime. Mayor Jones said that on the other hand can they get this project completed prior to school starting. Mr. Shackleford said that is what they are scrambling to get done.

Jon Bickford moved to postpone the award of the execution of construction contract for Flagship Boulevard Pavement Repair for two weeks. Dave McCorquodale seconded the motion.

John Champagne offered an amendment to the motion, which predicated that the work is done prior to the opening of school. Jon Bickford seconded the amendment of the motion. The amendment carried unanimously. (4-0)

The original motion to postpone the award for two weeks carried unanimously. (4-0)

14. Consideration and possible action regarding a nomination for the Cities of Montgomery County 9-1-1 Board of Managers Appointment to serve a two year term October 1, 2017 – September 30, 2019.

Mr. Yates presented the information to City Council and recommended Paul Virgadamo, City Administrator for the City of Conroe, continue serving on the Board.

Jon Bickford moved to nominate Paul Virgadamo to the Montgomery County 9-1-1 Board of Managers Appointment to serve a two year term October 1, 2017 – September 30, 2019. John Champagne seconded the motion, the motion carried unanimously. (4-0)

15. Briefing on new Senate Bill 1004 law that mandates that wireless infrastructure providers and wireless service providers have access to city rights of way to locate their facilities.

Mr. Foerster reviewed the information with City Council and provided a brief overview of what was happening. Mr. Foerster said that there are large cell towers that are all over providing services for cell phones. Mr. Foerster said that these towers are pretty expensive for construction and rental of the property where they are located, so companies like Wireless Sprint and Verizon, etc., are looking for cheaper ways to provide service to the area. Mr. Foerster said that the wireless providers have a different mechanism for providing the wireless communication to the end user, through network nodes. The network nodes are boxes that can be significant in size and are conspicuous when hanging on a pole, or another structure.

Mr. Foerster said that cities have pushed back to get compensation for the wireless companies attaching their equipment. Mr. Foerster said that the wireless companies got lobbyists to go to the State Legislators and convince them that it was a good thing to have the network nodes in City right of ways at a reduced cost to them.

Mr. Foerster said that there was a bill that was passed, Senate Bill 1004, which creates under Chapter 284 of the Local Government Code the mandate that cities now have to allow these network nodes in the right of way, on City poles, with the exception of decorative poles. Mr. Foerster said that there were a few limitations on what can be done, but in order to do that, each City has to pass a Design Manual and a City right of way management ordinance, the application fees that are going to be applied and the pole agreement that would allow these people to attach the nodes to the City poles and signs.

Mr. Foerster said that while they can't prohibit the nodes, they can at least regulate them by having a Design Manual. Mr. Foerster said that there is an attorney in Austin named Clarence West that has been working on this matter for a long time, and has come up with a manual that Mr. Foerster has modified to meet our needs. Mr. Foerster said that there was a right of way

management ordinance that he is working on with some other City Attorneys, because it all has to be in place by September 1, 2017. If there are no regulations, the wireless providers can do pretty much what they want to do.

Mr. Foerster said there were limits on the fees that can be charged. Mr. Foerster said that there are limitations in certain areas, as follows:

1. Historic Preservation District
2. Design District – where the City has designed a specific area and the City wants to maintain the specific appearance of this area. Example, the City of Conroe has their downtown area with decorative light poles and apparatus. The City of Conroe is planning on making that area as a Design District, so they can control the boxes that might appear on poles in the City.
3. Municipal Parks
4. Residential Areas – where the streets themselves are less than 50 feet wide.

Mr. Foerster said that everything must track the statute and cannot be discriminatory. Mr. Foerster said that he wanted to bring this to the attention of City Council. Mr. Foerster said that the Design Manual is not ready to adopt yet, because they are still working on it and will be reviewed.

Mr. Foerster said that there was one other area that might be considered, and that term is what they call “underground requirement areas” where you typically require that all utilities be located underground. Jon Bickford said that Buffalo Springs is done that way. Mayor Jones said that was done by the developer.

Mr. Foerster said that they need to work through the information and check the zoning areas to see if they need to make any changes. Mr. Foerster said that Montgomery is in better shape than cities that don't have zoning.

Mr. Foerster said that they have to get everything in place before September 1, 2017. So between now and the end of August, they will need to have the ordinance, manual and application permit forms and pole agreements prepared and in place.

Mayor Jones asked about the poles, stating that most of them are owned by Entergy, and most of those poles are in the State right of way, and then they have the small streets. Mr. Foerster said if the poles are not owned by the City, then all they can regulate is the height of the pole, which can't be more than 55 feet, and the nodes can't be more than 8 feet off the ground. Mr. Foerster said that he was not sure if they had any right to mandate in the State Right of Way.

Jon Bickford asked if the City got fees from the Legacy Telephone Companies. John Champagne asked about the cable company. Mr. Foerster said that the City receives franchise fees. Jon Bickford asked what type of hardship it would be to require that all future developments have underground utilities. John Champagne said that they were just discussing that with the putt-putt facility. Mr. Foerster said that it probably would not work for commercial areas. Mayor Jones said that they also have the Corridor Enhancement District. Mayor Jones said there might not be much need for a bunch of nodes, because of the number of users versus places like Houston. Mr. Foerster said that he is in the process of working on this information.

16. Consideration and possible action regarding approving a Design Manual to set out general limitations and requirements for installation of network nodes and node support poles in city right of ways.

Mr. Foerster said that he was not ready to pass the Design Manual at this time, because he would like for the information to be reviewed by the City, but he did want City Council to be aware of the information. Mayor Jones asked if Mr. Foerster could find out which State Representatives voted on this issue. Mr. Foerster said that he could find out that information. Mr. Foerster said that one of the things that we are going to have to do collectively, as cities, at least in our County with respect to our representatives, is to get them on board with what cities do. Mr. Foerster said that the Texas Municipal League fights the battle for cities every two years, and they said that this year they were treated like trash, as a whole, at the State Legislature.

John Champagne moved to table Item 16 until further information is received. Jon Bickford seconded the motion, the motion carried unanimously. (4-0)

17. Report regarding Buffalo Springs Bridge Repair.

Jon Bickford asked about the meeting that was held with Congressman Kevin Brady and FEMA, where FEMA asked for additional information, and asked what Congressman Brady had to say. Mr. Shackelford stated that the Congressman's Office was mainly facilitating access to the Federal people. Mr. Shackelford said that they met on site with the new FEMA representative, and he is preparing the scouring analysis, because FEMA had questions and were questioning the need for the concrete lining for the canal. Mr. Shackelford said that their concern was, based on the bulkheads that they were proposing under the bridge, they had to stand it up somehow, so that if another huge rush of water comes down it won't undermine the bulkhead as a result, so they had the concrete lining in there all reinforced and attached.

Jon Bickford asked if the scour analysis requirement was something that they just found out about at the meeting. Mr. Shackelford said yes, it was something that they are requiring to put in the concrete lining in the bottom of the canal. Jon Bickford said that they received some new requirements from the new FEMA people, after the public hearing held two weeks ago. Mr. Shackelford said that this requirement came from the onsite meeting held on June 20, 2017, which was post the public hearing. Mr. Shackelford said that Mr. Yates received an email from FEMA and they are recommending a different type of embankment production from what he had proposed, so they need to review that information to see what they need to do to comply with what they are recommending in lieu of the slope paving that he had recommended.

Mayor Jones said that the City had to acquire some right of way. Mr. Shackelford said that they will have to obtain some temporary construction easements that they will need, but if they do the sheet pile wall they might be able to keep it in the right of way.

Jon Bickford asked if FEMA has PE Engineers, such as Mr. Shackelford, that is doing the recommendations. Mr. Shackelford said that Federal Government does not require their engineers to be licensed. Mr. Shackelford said that was his comment to Mr. Yates, FEMA engineers are making the recommendations, but they are not the ones signing and sealing and putting their license on the line, so they need to review the plans and figure out the best options for the City long term. Jon Bickford asked if they were at least card carrying civil engineers. Mr. Shackelford said that he did not know.

Mr. Yates said that if Mr. Shackelford disagrees too strongly with the revisions, then maybe they need to contact Congressman Brady. Mayor Jones asked if getting Congressman Brady's office helped get the City to the front burner. Mr. Shackelford said that it got their attention because when they had the phone call with FEMA there were about six people on the line, along with six representatives from the City. Mr. Shackelford said that FEMA was on site the next morning at 10 – 10:30 a.m., trying to move this along.

ADJOURN

John Champagne moved to adjourn the meeting at 8:35 p.m. Jon Bickford seconded the motion, the motion carried unanimously. (4-0)

Submitted by:  Date Approved: _____

Susan Hensley, City Secretary

Mayor Kirk Jones

Montgomery City Council
AGENDA REPORT

Meeting Date: July 11, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Proposed Ordinance, map of area
Date Prepared: July 7, 2017	

Subject

To allow open containers of beer and wine in two areas of the city.

Description

Since the last meeting a discussion occurred with the TABC that resulted in no special Event Permit being required for what is being proposed. The proposal is to allow open containers of beer and wine in two defined areas every day of the week using the same hours as allowed for sale according to the TABC permit. Shawna Reilly, HMBA President has spoken with all of the alcohol sales permittees in the city, except Ransom's and Phil's. No area is proposed for open container associated with Phil's nor Ransom's.

The way it would work is that anyone within the defined area could walk on a street or alley within the defined area with an open container holding beer or wine only, no mixed drinks or alcohol other than beer and wine. They are not required to purchase the beer or wine from one of the licensees – so it would be possible for someone to bring an ice chest full of beer and park in the open container area and fill their containers with their own supply and walk around in the open container area. This has not been a problem and if it became a problem then the Council could revoke the ordinance allowing the open container area.

Police Chief Napolitano recommended that the Sip and Stroll hire two off duty police officers. I said to the Chief, and say to you now, that the cost of two officers would be around \$200. per Thursday event, and tht would take up all virtually all of the vendor rental fees – so that since the Council has assigned me to work out the details of the HMBA Farmer's Market event that I would not now require the officer's but stand ready to do so if problems arise.

Montgomery City Council
AGENDA REPORT

The City Attorney has recommended having the TABC review the ordinance. I suggest that you proceed with passage, but leave a contingency for it not to be published depending on the City Attorney's opinion following comment from the TABC.

I would also recommend tht in three months following the effective date of the ordinance that a report be given to the council in a public meeting of the outcome of the ordinance from the Police Chief, HMBA President and myself to allow the Council an opportunity to amend the ordinance if desired.

Recommendation

Approve the ordinance as submitted, providing that before publication that the City Attorney consider any TABC comment on the ordinance and if he recommends reconsideration by the Council that the ordinance not be published until that reconsideration has occurred.

Approved By

City Administrator

Jack Yates

Date: July 7, 2017

ORDINANCE

Motion was made by _____
seconded by _____, that the following
Ordinance be adopted.

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING CITY ORDINANCE NO. 1989-2, DATED FEBRUARY 14, 1989, BY AMENDING SECTION 57 OF CHAPTER 6, "ALCOHOLIC BEVERAGES," OF THE CITY CODE OF ORDINANCES, TO **PROVIDE AN AREA AND TIME EXCEPTION TO THE PROHIBITION OF CONSUMPTION OF BEER AND WINE ON PUBLIC STREETS SIDEWALKS AND ALLEYS AT SPECIAL EVENTS BY PERMIT SUBJECT TO CERTAIN REQUIREMENTS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION.**

WHEREAS, the City Council of the City of Montgomery, Texas, by Ordinance No. 1989-2, dated February 14, 1989, adopted a policy to prohibit the consumption of alcoholic beverages on a public street, sidewalk or alley within the city limits of the City of Montgomery; and

WHEREAS, the ordinance is codified in Chapter 6, entitled "Alcoholic Beverages," Article III, "Regulations," at Section 57 of the City of Montgomery Code of Ordinances; and

WHEREAS, the Texas Alcoholic Beverage Codes provides for certain exceptions to the consumption of beer and wine for certain qualified temporary events; and

WHEREAS, upon the recommendation of the City staff, the City Council desires to amend Section 6-57 of the Code of Ordinances, entitled "Consumption on the street, sidewalk or alley," by permitting **an exception for the consumption of beer and wine at special events by persons afoot in a certain area(s) and in certain time periods**, subject to approval by the Texas Alcoholic Beverage Commission and by the property owner;

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

SECTION I.

RECITALS ADOPTED: The City Council adopts the findings and recitals above as true and correct.

SECTION II.

AMENDMENT TO ALCOHOLIC BEVERAGES ORDINANCE. Section 6-57 of the City Code of Ordinances, entitled "Consumption on the street, sidewalk and alley," is hereby amended, such that it reads as follows:

Section 6-57. Consumption on the street, sidewalk or alley

- (a) Drinking alcoholic beverages on a public street, sidewalk or alley of the city, whether afoot, or as a passenger in or an operator of any vehicle, is unlawful and is prohibited.*
- (b) Exception: Subject to the rules and regulations of the Texas Alcoholic Beverages Code, persons afoot on a public street, sidewalk or alley of the City are permitted to drink beer and wine in a limited public area defined as:*
 - 1) The north right-of-way line of Eva Street (State Highway 105) extending north to the south right-of-way line of Clepper Street and bounded on the east by Prairie Street north to 150 feet south of Mason Street, and on the west by 125 feet west of Liberty Street (FM 149), extending north to the south right-of-way line of College Street to also include the east of the eastern right-of-way line of Liberty Street between College Street to the south right-of-way line of Clepper Street and an area extending west from the west right-of-way line of Pond Street 200 feet west and bounded on the north by the south right-of-way line of Eva Street and on the south by the north curb line of the existing parking area, as further described by the map incorporated into this Ordinance as Exhibit "A."*
 - 2) This exception is authorized only from 7:00 AM to 12:00 Midnight, Monday through Saturday; 12:00 Midnight to 1:00 AM on Sundays; and 12:00 Noon to 12:00 Midnight on Sundays.*
 - 3) This permission by the City is further conditioned upon documentation submitted to the City Administrator that shall include the applicable Texas Alcoholic Beverage Commission Permit and letters of authorization from the owners of property within the designated area.*
- (c) The throwing of any opened container of any type general used for beverages from or out of any vehicle shall be prima facie evidence that the occupant thereof was then and there drinking alcoholic beverages in violation of this section.*

SECTION III.

REPEALING CLAUSE. This amendment to Ordinance No. 1989-2, dated February 14, 1989, as codified in Section 6-57 of the Code of Ordinances of the City of Montgomery, Montgomery County, Texas, shall prevail and all other Ordinances in conflict are hereby repealed to the extent of any conflict.

SECTION IV.

SEVERABILITY. If any section, subsection, sentence, clause, provision or part of this Ordinance shall be held invalid for any reason, the remainder of this Ordinance shall not be affected thereby but shall remain in full force and effect.

SECTION V.

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

SECTION VI.

EFFECTIVE DATE. This Ordinance shall take effect and be in force after its publication as provided by law.

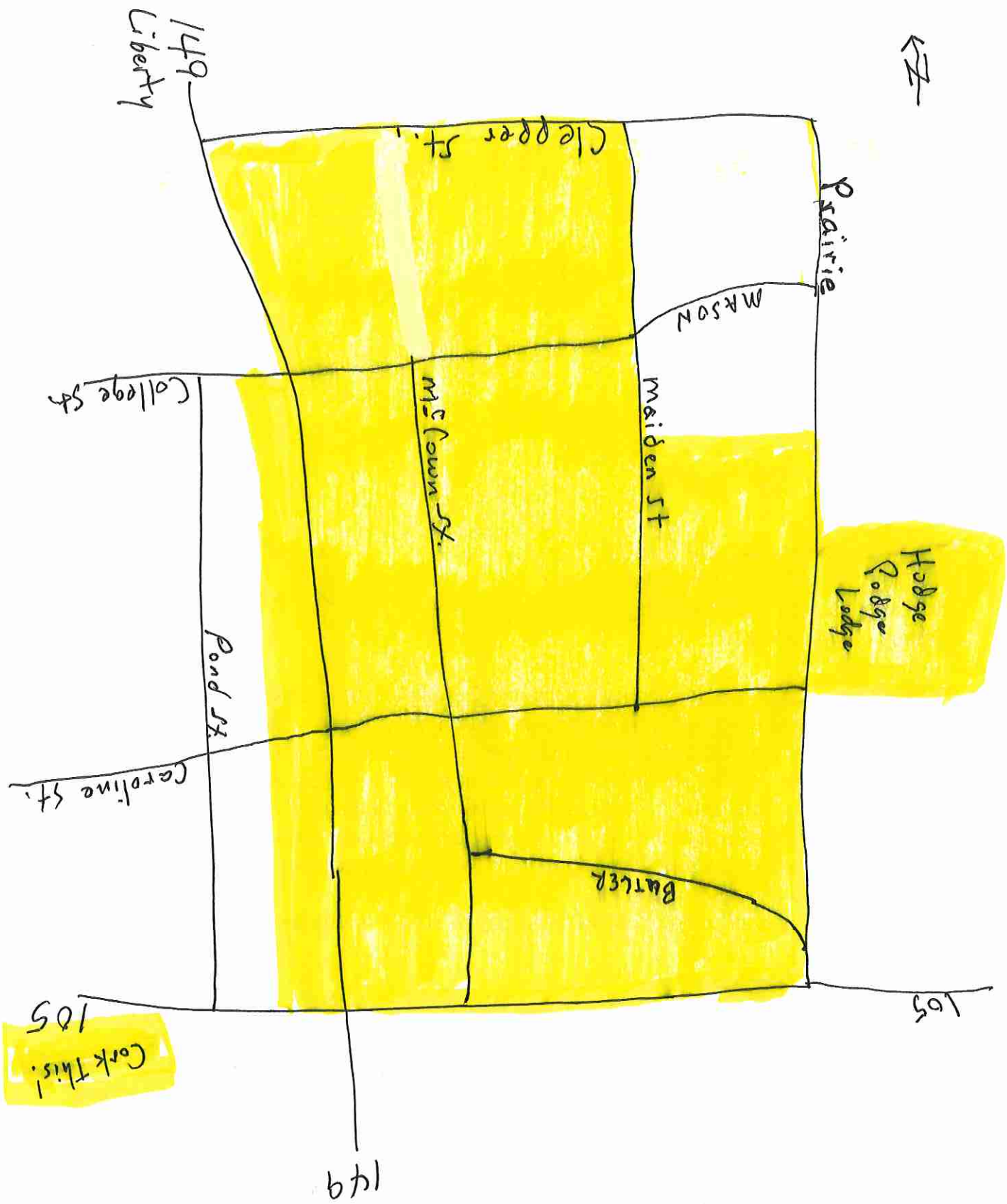
PASSED AND APPROVED by the City Council of the City of Montgomery, Texas, on the _____ day of July 2017.

THE CITY OF MONTGOMERY, TEXAS

Kirk Jones, Mayor

ATTEST:

Susan Hensley, City Secretary



Montgomery City Council
AGENDA REPORT

Meeting Date: July 11, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits:
Date Prepared: July 7, 2017	

Subject

To consider paving repairs on Flagship Blvd., following negotiation with bvbidder, in order to achieve a more financially feasible project.

Description

The City Engineer will propose an amended project and send out a memo on Monday with what he is able to negotiate with the low bidder on the project.

Recommendation

Approve the amended project as presented.

Approved By

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

Montgomery City Council
AGENDA REPORT

Meeting Date: July 11, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Monument Assignment and Assumption Agreement
Date Prepared: July 7, 2017	

Subject

To consider adoption of an Assignment to place the Monument planned during the Milestone Development of the Kroger tract from Milestone to Spirit of Texas Bank.

Description

The Agreement is exactly the same as presently in place with Milestone except this transfers the rights and responsibilities to place the Monument from Milestone Properties, Inc. onto the Spirit of Texas Bank,

The MEDC Board (because they were one of the original parties to the Agreement) considered this and approved the transfer with a motion that reads: "To approve the assignment of the Agreement and to recommend a time be set for the Monument to be placed. All in favor."

Recommendation

Approve the Monument Assignment and Assumption Agreement as presented.

Approved By

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

MONUMENT ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS MONUMENT ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made as of June ____, 2017, by and between the CITY OF MONTGOMERY, a Texas Type-A general law municipality ("City"), MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION, a Texas 4B Development Corporation (the "EDC"), MILESTONE PROPERTIES INC., a Texas corporation ("Developer") and SPIRIT OF TEXAS BANK, SSB, a Texas state savings bank ("Spirit"). City, EDC, Developer and Spirit are sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties".

RECITALS:

- A. City, EDC and Developer entered into that certain Economic Development Agreement dated June 15, 2015 (the "City Agreement").
- B. Article II, Section 5 of the Agreement requires Developer to construct and maintain a City gateway monument at the corner of State Highway 105 and Lone Star Parkway.
- C. Milestone 105 Investments, Ltd., a Texas limited partnership, an affiliate of Developer ("Milestone") and Spirit have entered into an agreement pursuant to which Milestone has agreed to sell to Spirit and Spirit has agreed to purchase from Milestone that certain tract of land described on Exhibit "A" attached hereto which is located at the corner of State Highway 105 and Lone Star Parkway (the "Property").
- D. As a condition to such purchase and sale, Spirit shall assume all of Developer's obligations under Article II, Section 5 of the Agreement.
- E. City and EDC approve of such assignment and assumption.

AGREEMENTS:

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, City, EDC, Developer and Spirit agree as follows:

- 1. All capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the City Agreement.
- 2. City and EDC represent and warrant to Developer and Spirit that notwithstanding the terms of Article II, Section 5 of the Agreement, there does not exist any separate agreement between the City and Developer pertaining to a City gateway monument and that the sole agreement between the City, EDC, and Developer regarding a City gateway monument being the provisions set forth in Article II, Section 5 of the Agreement (the "Monument Agreement").
- 3. In the event of and effective upon the conveyance by Milestone to Spirit of the Property, then, without the need for any further action:
 - a. Developer hereby assigns to Spirit all of the rights and obligations of the Developer under the Monument Agreement.
 - b. Spirit hereby accepts the assignment of the Monument Obligations and agrees to assume and discharge, in accordance with the terms thereof, all of the Monument

Obligations and agrees to indemnify, defend (by counsel acceptable to Developer) and hold harmless Developer and Milestone from and against any and all claims, demands, actions, proceedings, costs, liabilities, damages and expenses (including reasonable attorneys' fees) arising out of or relating to Spirit's failure to perform any of the Monument Obligations or the terms and conditions of this Agreement.

c. City and EDC hereby release and discharge Developer from any and all obligations, liabilities and responsibilities for and under the Monument Obligations.

d. Spirit hereby agrees to construct and maintain the City gateway monument on the Property in accordance with drawings, plans and specifications prepared by or on behalf of Spirit, at Spirit's expense, and approved in advance in writing by City, EDC, Developer and Spirit (the "Approved Plans"). City, EDC, Developer and Spirit agree that attached hereto as Exhibit "B" is the current approved drawing of the monument.

4. City acknowledges that it has been provided sufficient evidence that Developer and Spirit are in good standing with the Secretary of State of Texas and Comptroller of Public Accounts of Texas and are not delinquent in the payment of any taxes or other assessments due the State of Texas, Montgomery County, Texas or the City of Montgomery, Texas on any property.

5. In the event a Party fails to perform any obligations under this Agreement or the Monument Obligations, any other Party shall be entitled to pursue any and all rights and remedies available at law or in equity.

6. Spirit shall not have the right to transfer or assign any rights or obligations under this Agreement or the City Agreement without Developer's prior written consent.

7. The terms, provisions, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and, subject to the terms of Paragraph 7 of this Agreement, their respective successors and assigns.

8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Texas.

10. Each person or entity executing this Agreement on behalf of City, EDC, Developer and Spirit represents to each other Party that the undersigned has the authority to execute and deliver this Agreement and that this Agreement, once executed, is the legal, valid and binding obligation of City, EDC, Developer and Spirit, respectively.

11. This Agreement contains the entire undertaking by the Parties and there are no other terms, expressed or implied, except as contained herein.

12. Should any provision of this Agreement be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect and shall be unaffected by same.

13. All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses set forth in this Section below. Any such notices shall be given or served (1)by depositing the same in the United States mail, postage paid, certified and addressed to the Party to be notified, with return receipt requested, (2)by overnight delivery using a nationally recognized overnight courier, (3)by personal delivery, or (4)by electronic mail addressed to the electronic mail address set forth in this Section below for the Party to be notified with a confirmation copy delivered by another method permitted under this Paragraph 14. Notice given in accordance herewith for all permitted forms of notice other than by electronic mail, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee (even if such addressee refuses delivery thereof). Notice given by electronic mail in accordance herewith shall be effective upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic mail address. Except for electronic mail notices as described above, no notice hereunder shall be effective if sent or delivered by electronic means. A Party's address may be changed by written notice to the other Parties; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

City: _____

EDC: _____

Developer: _____

Spirit: Spirit of Texas Bank
1836 Spirit of Texas Way
Comanche TX 77301

14. This Agreement may be amended or supplemented only by an instrument in writing executed by each of the Parties.

15. The failure by any Party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such Party's right to enforce against any other Party the same or any other such term or provision in the future.

[End of page. Next pages are signature pages.]

CITY:

CITY OF MONTGOMERY

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2017 by _____, the _____ of the City of Montgomery, Texas, a Texas Type-A general law municipality on behalf of said municipality and in the capacity stated therein.

Notary Public, State of Texas

[Signature page to Monument Assignment and Assumption Agreement]

EDC:

MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2017 by _____, the _____ of Montgomery Economic Development Corporation, a Texas 4B Development Corporation, on behalf of said corporation and in the capacity stated therein.

Notary Public, State of Texas

[Signature page to Monument Assignment and Assumption Agreement]

MILESTONE:

MILESTONE PROPERTIES, INC.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF HARRIS §
 §
 §

This instrument was acknowledged before me on the _____ day of _____, 2017 by Jacobo Malca, the President of Milestone Properties, Inc., a Texas corporation, on behalf of said corporation and in the capacity stated therein.

Notary Public, State of Texas

[Signature page to Monument Assignment and Assumption Agreement]

SPIRIT:

SPIRIT OF TEXAS BANK, SSB

By: [Signature]
Name: Michael L Duchan
Title: General Counsel

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23rd day of June, 2017 by Michael L Duchan, the General Counsel of Spirit of Texas Bank, SSB, a Texas state savings bank, on behalf of said bank and in the capacity stated therein.

[Signature]
Notary Public, State of Texas

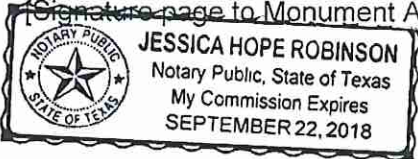
[Signature page to Monument Assignment and Assumption Agreement]


EXHIBIT "A"
PROPERTY DESCRIPTION

NO.	ISSUE	DATE
0	CONCEPTUAL	04/04/14
1	CONCEPTUAL	07/16/14
2	CONCEPTUAL	07/17/15
3	CONCEPTUAL	09/25/15
4	CONCEPTUAL	09/25/16

NO.	ISSUE	DATE
0	CONCEPTUAL	04/04/14
1	CONCEPTUAL	07/16/14
2	CONCEPTUAL	07/17/15
3	CONCEPTUAL	09/25/15
4	CONCEPTUAL	09/25/16

DEVELOPMENT SUMMARY

TRACT 1	RETAIL A	28,775 ACRES
TRACT 2	MINOR A	14,631 ACRES
TRACT 3	FUTURE	5,529 ACRES
PAD SITE A		25,177 ACRES
PAD SITE B		13,720 ACRES
PAD SITE C		4,120 ACRES

PERMITS
 1. 28,775 ACRES PER
 2. 14,631 ACRES PER
 3. 5,529 ACRES PER
 4. 25,177 ACRES PER
 5. 13,720 ACRES PER
 6. 4,120 ACRES PER

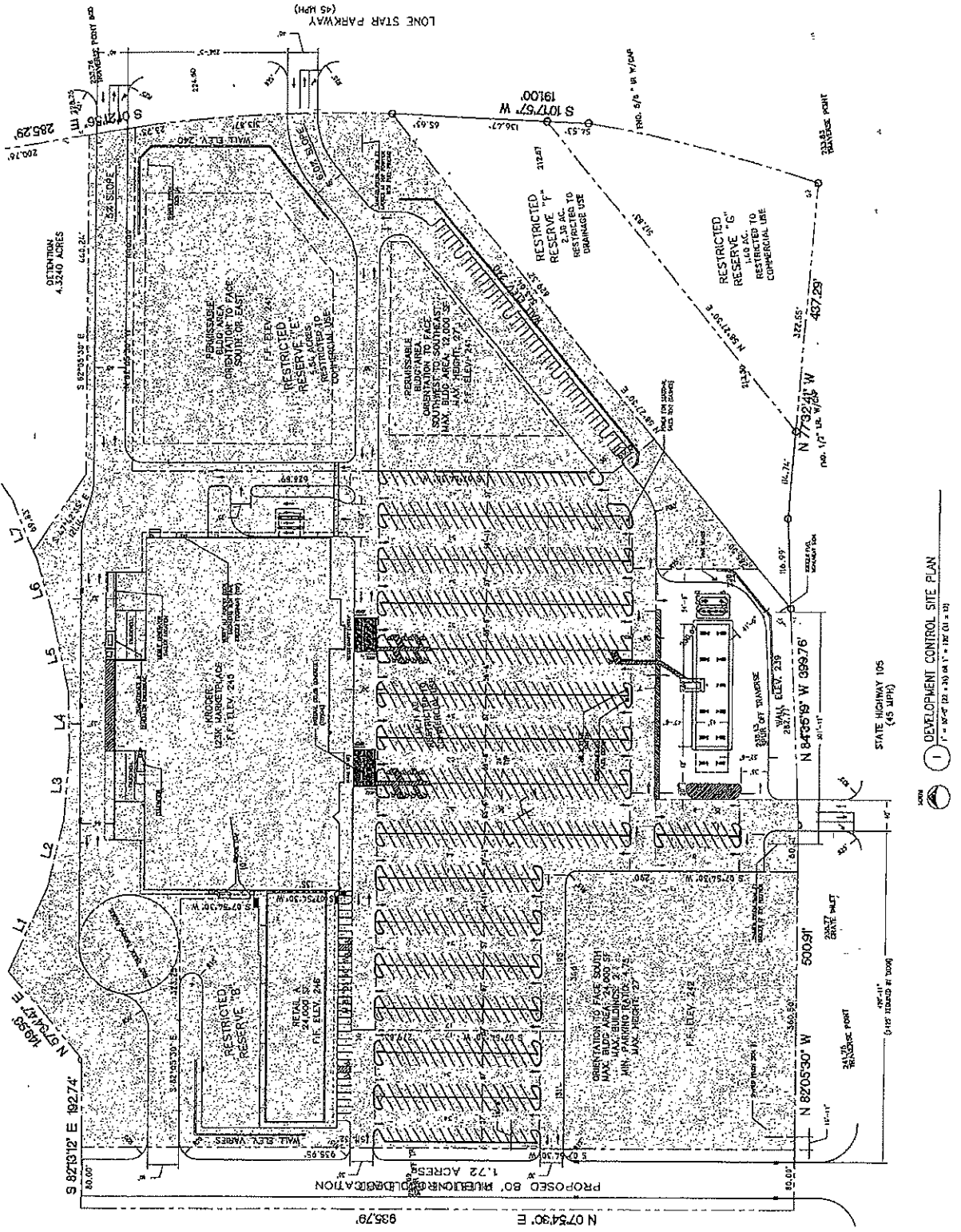
PROPOSED BUILDINGS

PROPOSED 1	18 SPACES	4.81
PROPOSED 2	107 SPACES	4.75
PROPOSED 3	607 SPACES	4.08
PROPOSED 4	544 SPACES	4.75
PROPOSED 5	488 SPACES	4.75

CODES
 T1D SPACES
 T1D SPACES
 T1D SPACES
 T1D SPACES

STUDY FOR SHOPPING CENTERS
 1. 28,775 ACRES PER
 2. 14,631 ACRES PER
 3. 5,529 ACRES PER
 4. 25,177 ACRES PER
 5. 13,720 ACRES PER
 6. 4,120 ACRES PER

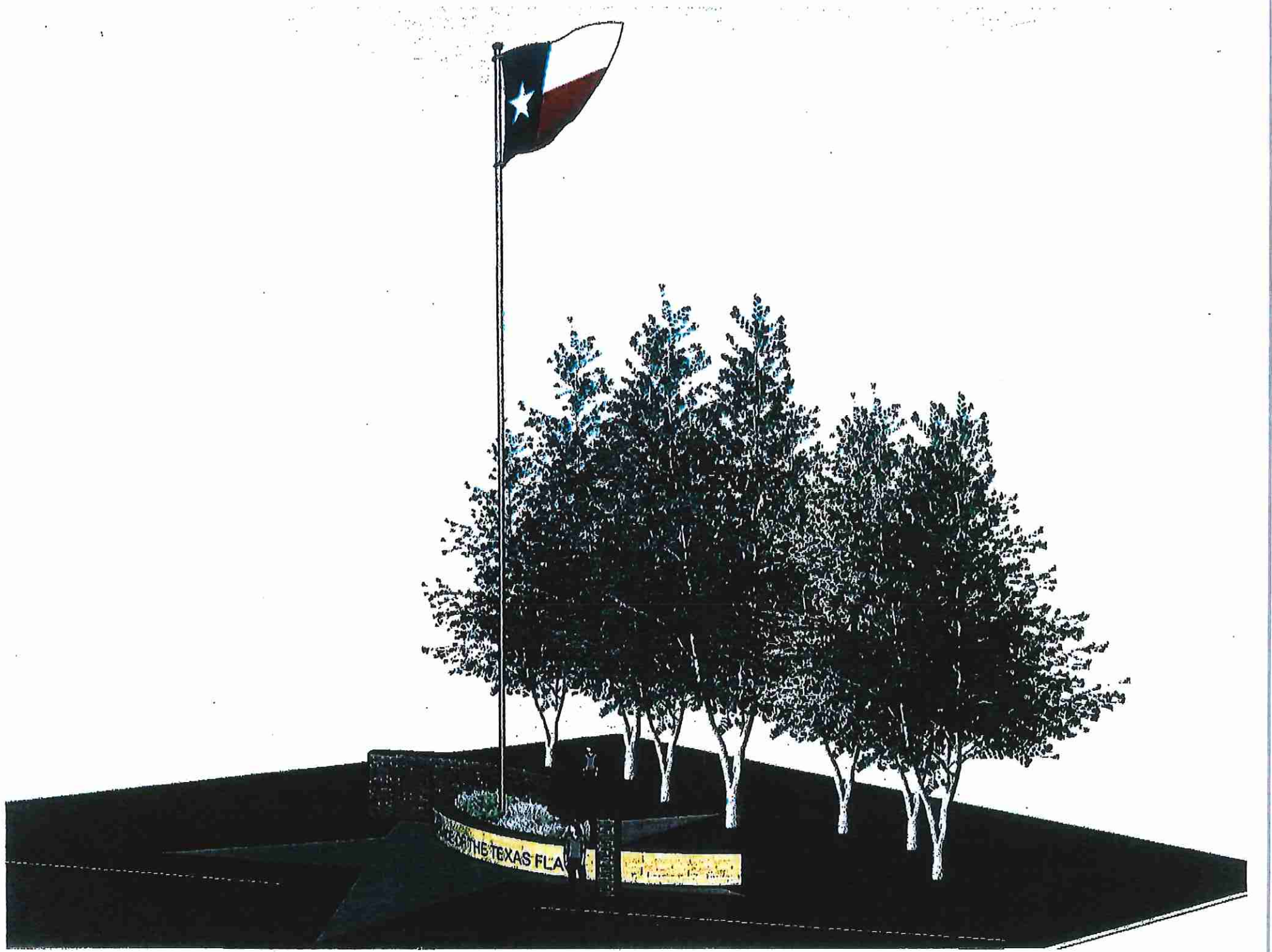
PLANS
 PLAN 1: 200' X 30' HIGH
 PLAN 2: 200' X 30' HIGH
 PLAN 3: 200' X 30' HIGH
 PLAN 4: 200' X 30' HIGH
 PROPOSED T1D: 100' X 15' HIGH

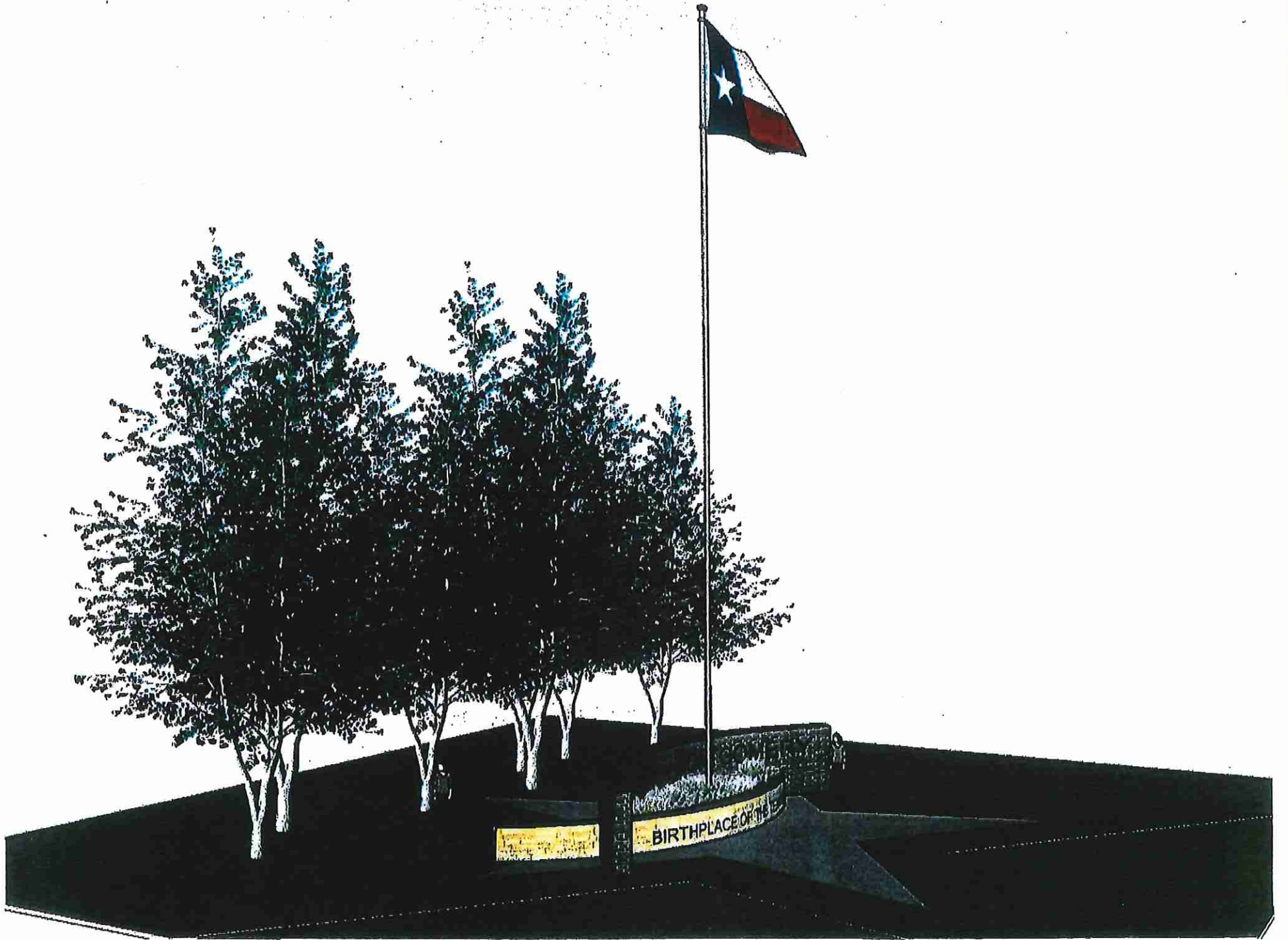


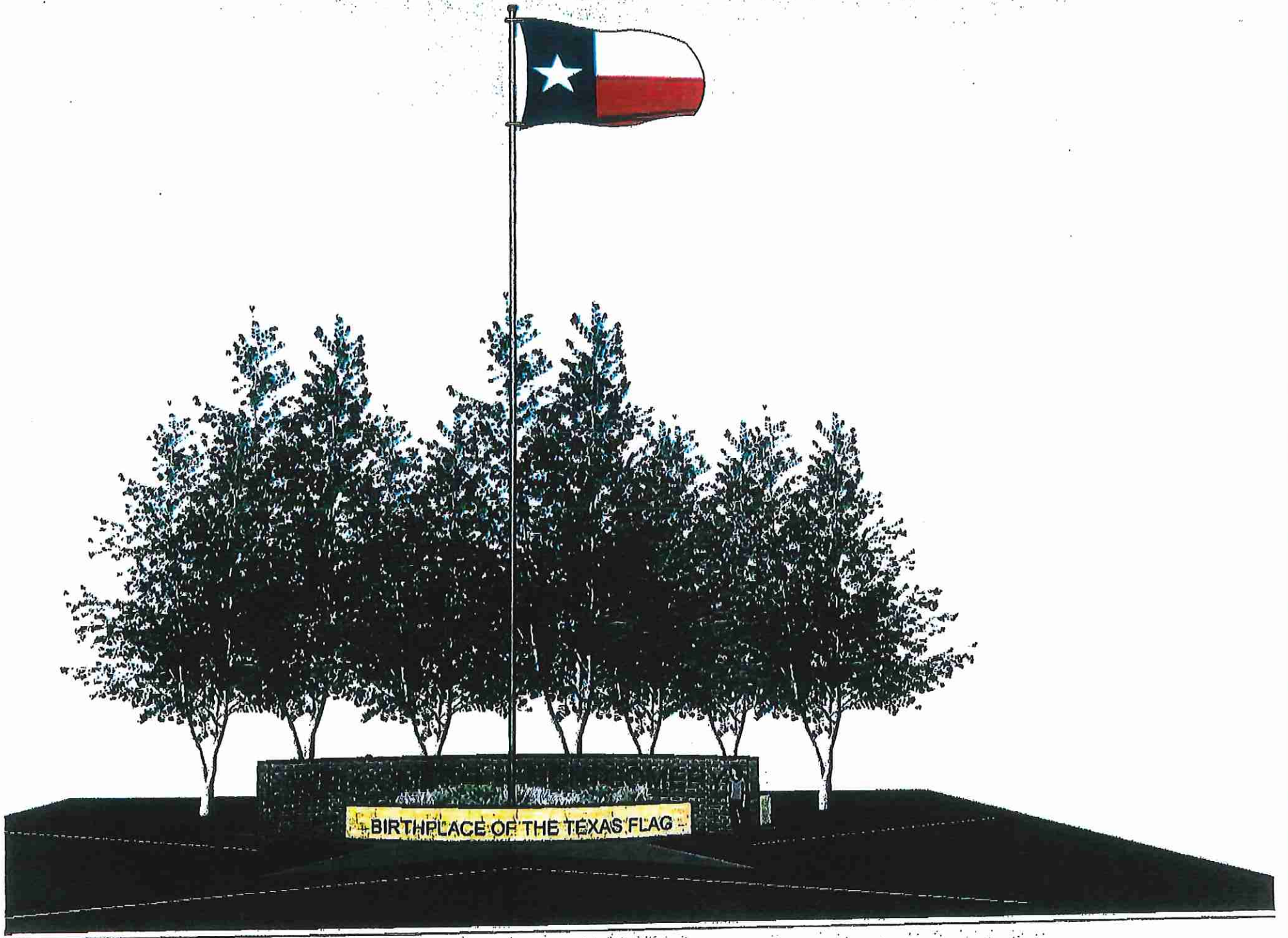
DEVELOPMENT CONTROL SITE PLAN
 1" = 300' (20' x 30' x 1" = 16' 0" x 10')

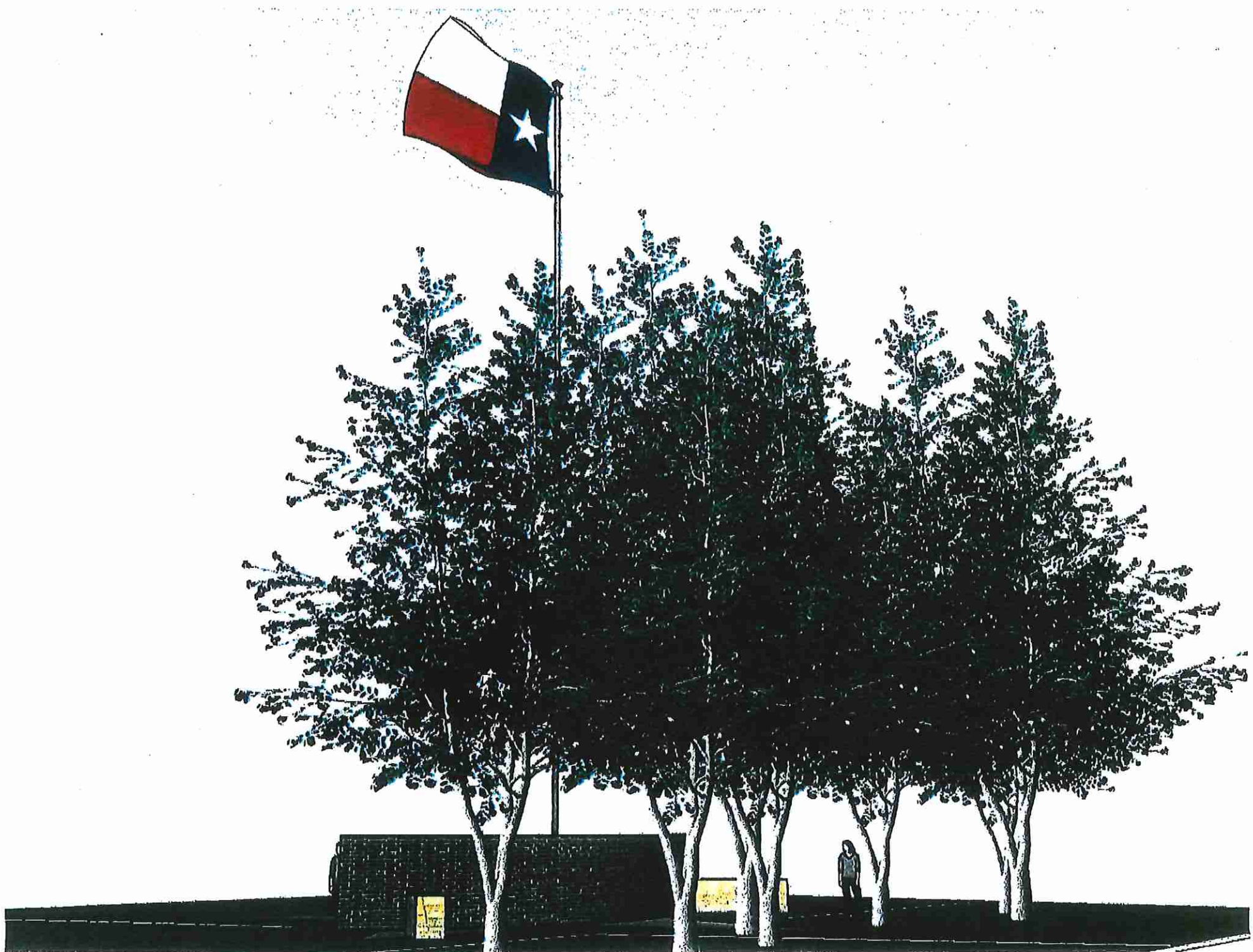


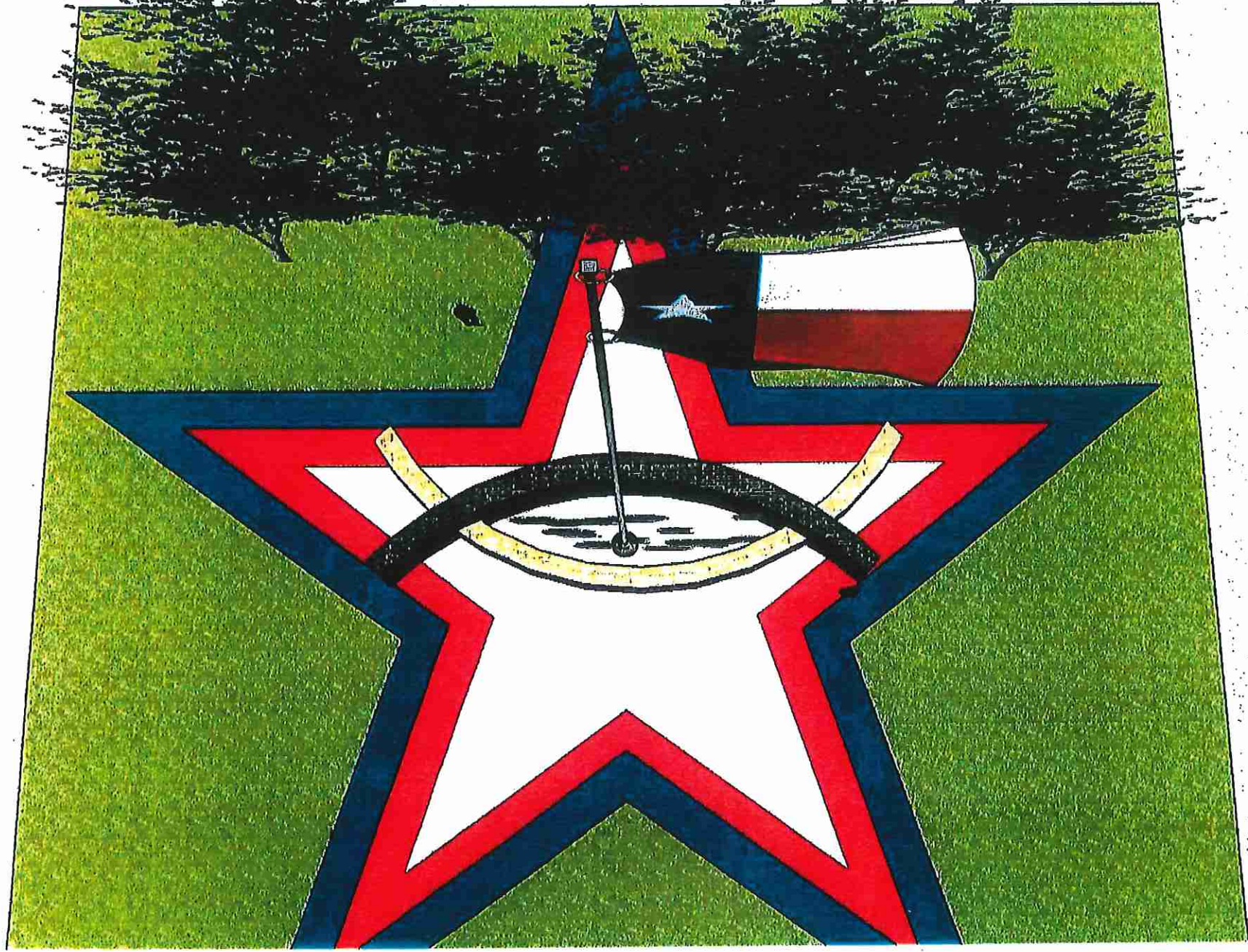
EXHIBIT "B"
DRAWINGS











Montgomery City Council
AGENDA REPORT

Meeting Date: July 11, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Site Plan of Westmont Square
Date Prepared: July 7, 2017	

Subject

To consider the paving of a utility easement on the north side of the property and to open and develop a platted but unimproved portion of Pond Street north of existing College Street.

Description

The City Engineer and I met with Mr. West and his daughter Megan on Wednesday, July 5th. Mr. West will probably have a cost of the paving at the City Council meeting. His plan is to ask the City or MEDC to fund approximately half the street paving. Mr. West will request your approval to place the streets and for your approval of the one-way traffic on the two proposed streets.

Mr. West said that he will speak with TxDOT about his ability to park vehicles on Liberty Street head-in as on the attached site plan.

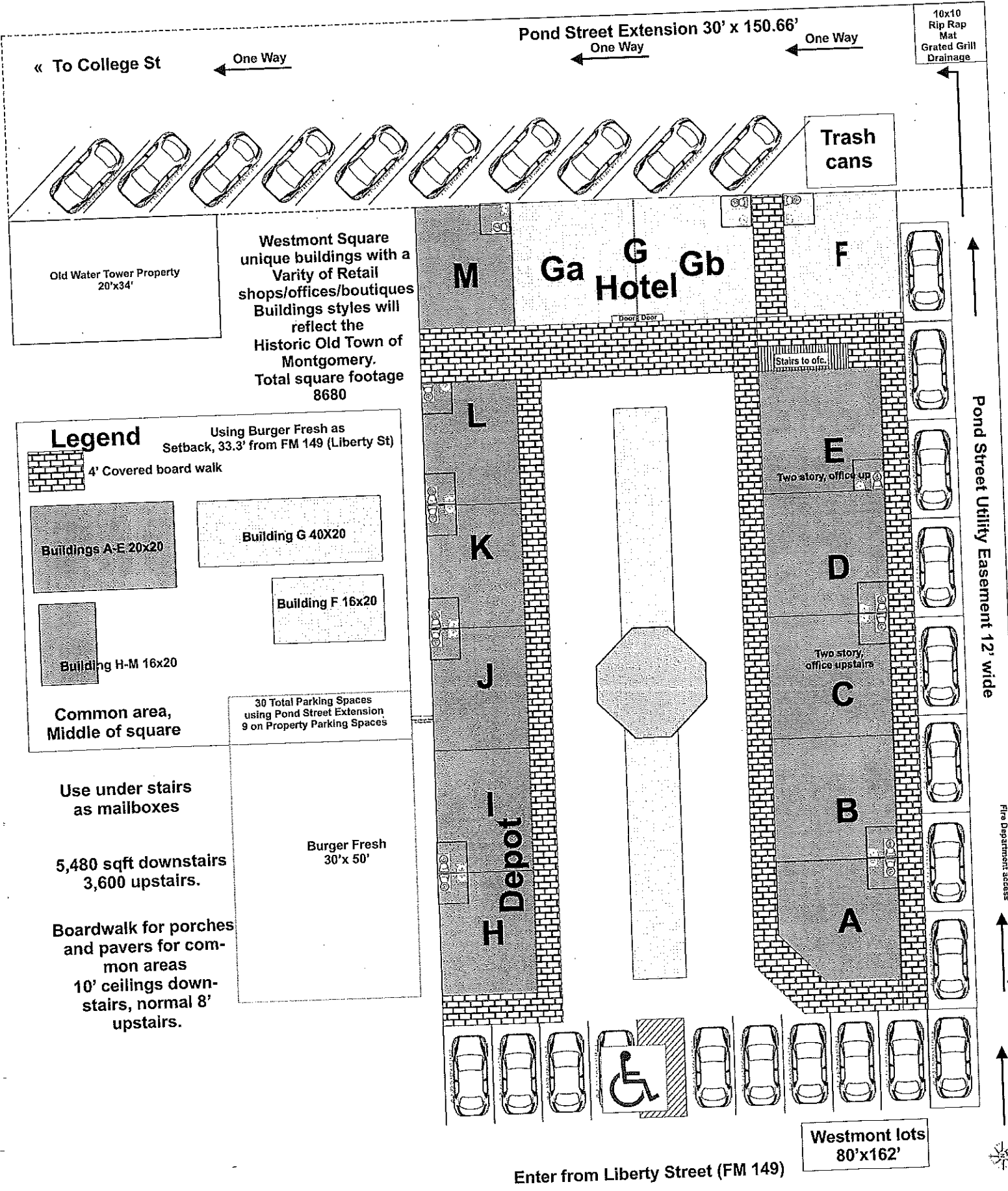
My opinion is that, other than how to pay for the street paving, that the one-way is reasonable, and will cause no problems to other traffic in the area.

Recommendation

Approve the concept of the opening and development of the north easement and the Pond Street for a one-way drive as proposed.

Approved By

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



Montgomery City Council
AGENDA REPORT

Meeting Date: July 11, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: City Engineer's memo, Including bid tabulation
Date Prepared: July 7, 2017	

Subject

This is to clean and televise and inspect the manholes from south FM 149 to north of Clepper Street. The preliminary estimate of the engineer was approx.. \$40,000 but the bid came in at \$17,993.00 by a qualified company.

Description

The City Engineer's memo regarding this item is attached.
The funds for this will come from the Utility Fund repair/maintenance Capital Outlay line item.

Recommendation

Approve the bid as presented.

Approved By

City Administrator

Jack Yates

Date: July 7, 2017



1575 Sawdust Road, Suite 400
The Woodlands, Texas 77380-3795
Tel: 281.363.4039
Fax: 281.363.3459
www.jonescarter.com

July 6, 2017

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

Re: Construction of 2017 FM 149 Sanitary Sewer Cleaning and Televising
City of Montgomery

Dear Mayor and Council:

On July 5, 2017, we received bids for the construction of the 2017 FM 149 Sanitary Sewer Cleaning and Televising. Magna Flow Environmental submitted the lowest base bid in the amount of \$17,933.00. The base bid includes cleaning and televising of approximately 8,300 linear feet of 6" and 8" sanitary sewer line, and the inspection of 27 sanitary sewer manholes.

We recommend the City award the contract to Magna Flow Environmental based on their low base bid proposal in the amount of \$17,933.00.

Subject to award of the contract, we recommend City Council authorize the Mayor to execute the contract subject to receipt and review of the contract by City staff.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Ed Shackelford', written over a white background.

Ed Shackelford, PE
Engineer for the City

EHS/cvr:kmf

K:\W5841\WS841-0900-00 General Consultation\Correspondence\Letters\2017\MEMO to Council RE Execution of FM 149 Sanitary Sewer Cleaning and Televising Contracts.doc

Enc: Bid Tab Summary

cc: Mr. Jack Yates – City of Montgomery, City Administrator
Ms. Susan Hensley – City of Montgomery, City Secretary
Mr. Larry Foerster – Darden, Fowler & Creighton, LLP, City Attorney



JONES | CARTER

BID TABULATION SHEET

BIDS WERE RECEIVED IN THE OFFICE OF

Construction of 2017 FM 149 Sanitary Sewer Cleaning and Televising

Jones & Carter, Inc. - The Woodlands

City of Montgomery

Job No. W5841-0032-00

Date:

7/5/2017

BIDDERS

	MagnaFlow Environmental	Chief Solutions, Inc.	CSI Consolidated LLC dba CleanServe					
Base Bid	\$17,932.50 *	\$22,481.81	\$49,426.00					

* Denotes Mathematical Error by Contractor



JONES | CARTER

BID TABULATION SHEET

BIDS WERE RECEIVED IN THE OFFICE OF

Construction of 2017 FM 149 Sanitary Sewer Cleaning and Televising

Jones & Carter, Inc. - The Woodlands

City of Montgomery

Job No. W5841-0032-00

Date:

7/5/2017

BIDDERS							
	MagnaFlow Environmental	Chief Solutions, Inc.	CSI Consolidated LLC dba CleanServe				
Base Bid	\$17,932.50 *	\$22,481.81	\$49,426.00				

* Denotes Mathematical Error by Contractor

Montgomery City Council
AGENDA REPORT

Meeting Date: July 11, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: City Engineer's memo, Including Certificate of Acceptance, Engineer's Report showing Completion, Line items completed as part of the project
Date Prepared: July 7, 2017	

Subject

This is to accept the construction of the water and sewer lines placed by Big State Excavation, Inc. and start the one-year maintenance period.

Description

The City Engineer's Report showing construction complete is attached.

Recommendation

Accept the water and sanitary sewer lines construction to Pizza Shack

Approved By

City Administrator

Jack Yates

Date: July 7, 2017

CERTIFICATE OF ACCEPTANCE

Big State Excavation, Inc.
5123 Hiltonview Road
Houston, TX 77086-1310

Re: Construction of Water and Sanitary Sewer to Serve Pizza Shack
City of Montgomery
Texas Capital Fund Grant Infrastructure Project #7215112

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 May 31, 2017.

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

Approved by City Council on _____

P:\PROJECTS\W5841 - City of Montgomery\W5841-0015-01 Pizza Shack-Public\Construction\Contract Docs\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

July 6, 2017

Construction Progress Report No. 2 & FINAL
Period April 8, 2017 to May 25, 2017

Construction of Water and Sanitary Sewer to Serve Pizza Shack
City of Montgomery
TIN No. 74-2063592

Contract:

- A. Contractor: Big State Excavation, Inc.
- B. Contract Date: February 23, 2017
- C. Authorization to Proceed: March 5, 2017 (60 Calendar Days)
- D. Completion Date: May 3, 2017
- E. Contract Time Used: 82 Calendar Days (137%)

I. General

The project is complete.

II. Change Orders

None This Report.

III. Completion Report

A. Estimated Cost as of this Report Period

1. Contract Bid Price	\$ 347,550.00
2. Change Orders	\$ (40,400.00)
3. Total Contract Price	\$ 307,150.00

B. Actual cost as of this Report \$ 307,150.00

C. Amount Retained (0% of B) \$ 0.00

D. Total Paid Contractor \$ 307,150.00

E. Cost Remaining (A.3 - B) \$ 0.00

F. Construction Complete (B/A.3) 100%

IV. Frequency of Observation

A. Field Representative - Periodically, on-site daily

B. Engineer Observation - Once weekly, on-site

V. Problems

No Problems This Report.





OWNER City of Montgomery		PROGRESS PAYMENT #2 & FINAL						CONTRACT DATES			
PROJECT: Pizza Shack Utility Extension								FROM		TO	
JOB NO. W5841-0015-01								ORIGINAL		05-Mar-17 03-May-17	
CONTRACTOR: Big State Excavation, Inc.								REVISED		05-Mar-17 03-May-17	
								THIS EST.		08-Apr-17 25-May-17	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Move-in and start-up, including performance and payment bonds for 100 percent (100%) of the contract amount.	L.S.	1.0	\$6,000.00	0.0%	\$0.00	100.0%	\$6,000.00	100.0%	\$6,000.00	100.0%
	<u>Water</u>										
1	12-inch C-905 AWWA (DR18) Class 150 waterline, including fittings (tees, bends, and joints), metallic detector tape, thrust blocks, bedding, backfill and testing, complete in place. Dewatering shall be included at no separate pay.	L.F.	1,750.0	\$54.00	0.0	\$0.00	1,750.0	\$94,500.00	1,750.0	\$94,500.00	100.0%
2	12-inch resilient wedge gate valve (Mueller) including box, concrete base block, riser, and 2'x2' concrete pad, complete in place.	EA.	4.0	\$2,100.00	0.0	\$0.00	4.0	\$8,400.00	4.0	\$8,400.00	100.0%
3	12-inch plug and clamp, complete in place.	EA.	2.0	\$210.00	0.0	\$0.00	2.0	\$420.00	2.0	\$420.00	100.0%
4	8-inch C-900 AWWA (DR18) Class 150 waterline, including fittings (tees, bends, and joints), metallic detector tape, thrust blocks, bedding, backfill and testing, complete in place. Dewatering shall be included at no separate pay.	L.F.	30.0	\$55.00	0.0	\$0.00	30.0	\$1,650.00	30.0	\$1,650.00	100.0%
5	8-inch resilient wedge gate valve (Mueller or Clow) including box, concrete base block, riser, and 2'x2' concrete pad, complete in place.	EA.	2.0	\$1,100.00	0.0	\$0.00	2.0	\$2,200.00	2.0	\$2,200.00	100.0%
6	8-inch plug and clamp, complete in place.	EA.	2.0	\$140.00	0.0	\$0.00	2.0	\$280.00	2.0	\$280.00	100.0%



OWNER City of Montgomery		PROGRESS PAYMENT #2 & FINAL						CONTRACT DATES			
PROJECT: Pizza Shack Utility Extension								FROM	TO		
JOB NO. W5841-0015-01								ORIGINAL	05-Mar-17	03-May-17	
CONTRACTOR: Big State Excavation, Inc.								REVISED	05-Mar-17	03-May-17	
								THIS EST.	08-Apr-17	25-May-17	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
7	6-inch C-900 AWWA (DR18) Class 150 waterline, including fittings (tees, bends, and joints), metallic detector tape, thrust blocks, bedding, backfill and testing, complete in place. Dewatering shall be included at no separate pay.	L.F.	35.0	\$40.00	0.0	\$0.00	35.0	\$1,400.00	35.0	\$1,400.00	100.0%
8	6-inch resilient wedge gate valve (Mueller or Clow) including box, concrete base block, riser, and 2'x2' concrete pad, complete in place.	EA.	2.0	\$900.00	0.0	\$0.00	2.0	\$1,800.00	2.0	\$1,800.00	100.0%
9	6-inch plug and clamp, complete in place.	EA.	2.0	\$70.00	0.0	\$0.00	2.0	140.0	2.0	\$140.00	100.0%
10	Fire Hydrant assembly (Mueller A-24015), bury as shown, including 6-inch lead, concrete pad, thrust block and 6-inch gate valve with box, riser, and concrete pad, per Standard Detail, complete in place. Final adjustment (including painting) at no separate pay.	EA.	6.0	\$4,200.00	0.0	\$0.00	6.0	25,200.0	6.0	\$25,200.00	100.0%
11	2-inch Blow-off Valve, including precast concrete box, tapped into proposed 12-inch water main, as specified per City of Montgomery Standard Details, complete in place.	EA.	1.0	\$1,700.00	0.0	\$0.00	1.0	\$1,700.00	1.0	\$1,700.00	100.0%
12	Automatic Air Release Valve, APCO Model 75 or approved equal, tapped into proposed 12-inch water main, as specified per City of Montgomery Standard Details, complete in place.	EA.	1.0	\$7,000.00	25%	\$1,750.00	75%	\$5,250.00	100%	\$7,000.00	100.0%
13	4-inch thick Cement stabilized sand cap for proposed 12-inch water main, as specified per City of Montgomery Standard Details, complete in place.	L.F.	180.0	\$12.00	0.0	\$0.00	180.0	\$2,160.00	180.0	\$2,160.00	100.0%



OWNER City of Montgomery		PROGRESS PAYMENT #2 & FINAL						CONTRACT DATES				
PROJECT: Pizza Shack Utility Extension								FROM	TO			
JOB NO. W5841-0015-01								ORIGINAL	05-Mar-17	03-May-17		
CONTRACTOR: Big State Excavation, Inc.								REVISED	05-Mar-17	03-May-17		
								THIS EST.	08-Apr-17	25-May-17		
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT		
	<u>Sanitary Sewer</u>											
14	6-inch sanitary sewer pipe, SDR-26, (including mandrel testing, TV testing, fittings, clay dams, metallic detector tape, bedding and backfill), complete in place. Dewatering shall be included at no separate pay.	L.F.	60.0	\$65.00	60.0	\$3,900.00	0.0	\$0.00	60.0	\$3,900.00	100.0%	
15	10-inch sanitary sewer pipe, SDR-26, (including mandrel testing, TV testing, fittings, clay dams, metallic detector tape, bedding and backfill), complete in place. Dewatering shall be included at no separate pay.	L.F.	1,450.0	\$74.00	1,200.0	\$88,800.00	250.0	\$18,500.00	1,450.0	\$107,300.00	100.0%	
16	18"x3/8" thick steel casing by open cut with end seals & casing spacers, complete in place.	L.F.	60.0	\$140.00	60.0	\$8,400.00	0.0	\$0.00	60.0	\$8,400.00	100.0%	
17	3000 PSI concrete abutments, as shown on plans, complete in place.	EA.	2.0	\$750.00	2.0	\$1,500.00	0.0	\$0.00	2.0	\$1,500.00	100.0%	
18	5-foot diameter sanitary sewer manhole with drop connection, (including bedding, backfill, vacuum testing, and standard City of Montgomery manhole cover), per Standard Detail, complete in place. Extra depth, final vertical adjustment and dewatering shall be included at no separate pay.	EA.	4.0	\$4,200.00	3.0	\$12,600.00	1.0	\$4,200.00	4.0	\$16,800.00	100.0%	



OWNER City of Montgomery

PROGRESS PAYMENT #2 & FINAL

PROJECT: Pizza Shack Utility Extension

CONTRACT DATES

FROM TO

ORIGINAL 05-Mar-17 03-May-17

REVISED 05-Mar-17 03-May-17

THIS EST. 08-Apr-17 25-May-17

JOB NO. W5841-0015-01

CONTRACTOR: Big State Excavation, Inc.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
19	Sealed (watertight) and vented 5-foot diameter sanitary sewer manhole, (including bedding, backfill, vacuum testing, and watertight City of Montgomery manhole cover), per Standard Detail, complete in place. Extra depth, final vertical adjustment, and dewatering shall be included at no separate pay.	EA.	1.0	\$4,800.00	1.0	\$4,800.00	0.0	\$0.00	1.0	\$4,800.00	100.0%
20	Connect proposed ten-inch (10") sanitary sewer to existing manhole (including bedding & backfill), complete in place.	EA.	1.0	\$2,000.00	1.0	\$2,000.00	0.0	\$0.00	1.0	\$2,000.00	100.0%
21	Class 1 Wet Trench Bedding. ***Change Order No. 1 ***	L.F.	960.0	\$10.00	960.0	\$9,600.00	0.0	\$0.00	960.0	\$9,600.00	100.0%
ALTERNATE ITEMS											
A-1.	Additional cost above Item No. 15 to Bore and Jack 10-inch Sanitary Sewer (not including pipe material) from Prop. MH "X-2" to Prop. MH "X-3", complete in place. ***Change Order No. 1 ***	L.F.	400.0	\$125.00							



OWNER City of Montgomery

PROGRESS PAYMENT #2 & FINAL

PROJECT: Pizza Shack Utility Extension

CONTRACT DATES

FROM TO

ORIGINAL 05-Mar-17 03-May-17

REVISED 05-Mar-17 03-May-17

THIS EST. 08-Apr-17 25-May-17

JOB NO. W5841-0015-01

CONTRACTOR: Big State Excavation, Inc.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
MATERIALS ON HAND										\$0.00	
TOTAL MATERIALS ON HAND						\$0.00		\$0.00		\$0.00	
CHANGE ORDER PLUS/MINUS											
	Change Order No. 001					(\$40,400.00)					(\$40,400.00)
	Change Order No. 002					\$0.00					\$0.00
	Change Order No. 003					\$0.00					\$0.00
	Change Order No. 004					\$0.00					\$0.00
TOTAL CONTRACT MODIFICATIONS											(\$40,400.00)
Subtotal (Line Items)						\$133,350.00		\$173,800.00		\$307,150.00	
Materials on Hand						\$0.00		\$0.00		\$0.00	
Subtotal (Materials on Hand/Line Items)						\$133,350.00		\$173,800.00		\$307,150.00	
Less Retainage (0%)						\$0.00		\$17,380.00 10%		\$0.00	
Total						\$133,350.00		\$156,420.00		\$307,150.00	
Less Previous Estimates											\$156,420.00
Due this Estimate											\$150,730.00
137%	Complete by Time	Orig. Contract Amount				\$347,550.00					
100%	Complete by Value	Contract Modifications				(\$40,400.00)					
Total Contract Amount						\$307,150.00					
Construction Remaining						\$0.00					
Amount Approved						\$150,730.00					

APPROVED BY JONES | CARTER

Chris Roznovsky
BY: Chris Roznovsky, PE

CERTIFICATE OF SUBSTANTIAL COMPLETION FOR
CONSTRUCTION OF WATER AND SANITARY SEWER TO SERVE PIZZA SHACK
CITY OF MONTGOMERY

July 6, 2017

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

CONTRACTOR: Big State Excavation, Inc.
5123 Hiltonview Road
Houston, TX 77086-1310

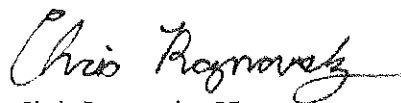
CONTRACT: Construction of Water and Sanitary Sewer to Serve Pizza Shack
City of Montgomery
Texas Capital Fund Grant Infrastructure Project #7215112

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 May 31, 2017

Sincerely,



Chris Roznovsky, PE



JONES | CARTER

8701 New Trails Drive, Suite 200, The Woodlands, Texas 77381
TBPE Registration No. F-439

AFFIDAVIT
OF
GUARANTEE

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

Before me, a Notary Public in and for the State of Texas, on this day personally appeared _____ of **BIG STATE EXCAVATION, INC.**, well known to me to be the person making this affidavit, who, being by me first duly sworn and deposed did say:

I am _____ of **BIG STATE EXCAVATION, INC.** and have personal knowledge of the matter stated in this affidavit. **BIG STATE EXCAVATION, INC.** does hereby give notice to the Owner, **CITY OF MONTGOMERY** that work for the Owner, known as JC Job No. W5841-0015-01 Construction of Water and Sanitary Sewer to Serve Pizza Shack has been substantially completed. In accordance with the provisions of paragraph 5.07 Guarantee, of the General Conditions of Agreements, **BIG STATE EXCAVATION, INC.** does hereby guarantee all of the work under the contract to be free from faulty materials and improper workmanship in every particular, and against injury from proper and usual wear; and agrees to replace or re-execute without cost to the Owner such work as may be found to be improper or imperfect, and to make good all damage caused to other work or materials due to such required replacement or recompletion of all work under this contract, as evidenced by the Engineer's Certificate of Substantial Completion.

This affidavit is made in connection with the final payment under the contract between **CITY OF MONTGOMERY** and **BIG STATE EXCAVATION, INC.** and with the knowledge that it will be relied upon in making such payment and that such payment would not be made except upon the truth of the matter contained in this affidavit.

DATE: _____

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, in and for the State of Texas, on this day personally appeared, _____ known to me to be the person whose name subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

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

Notary Public Signature

(Notary Seal)

AFFIDAVIT
OF
BILLS PAID

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

Before me, a Notary Public in and for the State of Texas, on this day personally appeared _____ of **BIG STATE EXCAVATION, INC.**, well known to me to be the person making this affidavit, who, being by me first duly sworn and deposed did say:

I am _____ of **BIG STATE EXCAVATION, INC.** and have personal knowledge of the matter stated in this affidavit. **BIG STATE EXCAVATION, INC.** has paid all of the labor and material costs in connection with construction for **CITY OF MONTGOMERY** known as JC Job No. W5841-0015-01 Construction of Water and Sanitary Sewer to Serve Pizza Shack has, and as of this date, there are no unpaid bills for labor performed upon, or materials or supplies delivered to or used in connection with such job.

This affidavit is made in connection with the final payment under the contract between **CITY OF MONTGOMERY** and **BIG STATE EXCAVATION, INC.** and with the knowledge that it will be relied upon in making such payment and that such payment would not be made except upon the truth of the matter contained in this affidavit.

DATE: _____

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, in and for the State of Texas, on this day personally appeared, _____ known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

Notary Public Signature

(Notary Seal)

P:\PROJECTS\W5841 - City of Montgomery\W5841-0015-01 Pizza Shack-Public\Construction\Contract Docs\FINAL DOC

Montgomery City Council
AGENDA REPORT

Meeting Date: July 11, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits:
Date Prepared: July 7, 2017	

Subject

Report regarding Buffalo springs Bridge repair

Description

No written report. Report will be given at the meeting.

Recommendation

Approved By

City Administrator

Jack Yates

Date: July 7, 2017