

NOTICE OF REGULAR MEETING

June 27, 2017

MONTGOMERY CITY COUNCIL

STATE OF TEXAS

AGENDA

COUNTY OF MONTGOMERY

CITY OF MONTGOMERY

NOTICE IS HEREBY GIVEN that a Regular Meeting of the Montgomery City Council will be held on Tuesday, June 27, 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. 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 June 13, 2017, Public Hearing and Regular Meeting.

CONSIDERATION AND POSSIBLE ACTION:

2. Presentation of Westmont Square Development – Monty West
3. Consideration and possible action on Department Reports.
 - A. Administrator's Report
 - B. Public Works Report
 - C. Police Department Report
 - D. Court Department Report
 - E. Utility/Development Report
 - F. Water Report
 - G. Engineer's Report
 - H. Financial Report

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.
5. Consideration and possible action regarding amendment of the Montgomery Economic Development Corporation 2016-2017 Operating Budget.
6. Consideration and possible action regarding a Contract Price Adjustment with Waste Management.
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.
8. Consideration and possible action regarding outside City development located at 23849 FM 1097.
9. Consideration and possible action regarding a Lease Agreement with Ramon Laughter regarding property north of Caroline Street at Liberty Street and McCown Street.
10. Consideration and possible action regarding Escrow Agreement Form regarding fees for Developers in the City.
11. Consideration and possible action regarding approval of Montgomery First Construction Plans and Final Plat.
12. Consideration and possible action regarding approval Lake Creek Village Section 3 Construction Plans.
13. Consideration and possible action regarding the award and execution of construction contract for Flagship Boulevard Pavement Repair.

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.
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.
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.
17. Report regarding Buffalo Springs Bridge Repair.

EXECUTIVE SESSION:


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

COUNCIL INQUIRY:

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

ADJOURNMENT




Susan Hensley, City Secretary

I certify that the attached notice of meeting was posted on the bulletin board at City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas, on the 23rd day of June 2017 at 2:45 o'clock p.m. I further certify that the following news media was notified of this meeting as stated above: The Courier

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

MINUTES OF PUBLIC HEARING and REGULAR MEETING

June 13, 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: Jon Bickford City Council, Place # 1
 John Champagne, Jr. City Council, Place # 2
 T.J. Wilkerson City Council, Place # 3
 Rebecca Huss City Council, Place # 4

Absent: Dave McCorquodale City Council, Place # 5

Also Present: Jack Yates City Administrator

INVOCATION

T.J. Wilkerson gave the invocation.

PLEDGE OF ALLEGIANCE TO FLAGS

PUBLIC HEARING:

Convene into Public Hearing:

1. Alcohol Beverage Permit Application for China Tasty Restaurant (changing name to Taste of China), to be located at 20212 Eva Street, Ste. 140, Montgomery, Texas as submitted by Liqun Lin.

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

There were no comments made during the Public Hearing.

Adjourn Public Hearing:

Mayor Jones adjourned the Public Hearing at 6:04 p.m.

Reconvene into Regular Session:

Mayor Jones reconvened the Regular Session at 6:04 p.m.

VISITOR/CITIZENS FORUM:

Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must be recognized by the Mayor. 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.

Mr. Philip LeFevre addressed City Council, stating that he thought that City Council Members were all very honest, and they spend a lot of their time and efforts to help the City. Mr. LeFevre said that he is worried that some of the things that they do, whether naivety or whatever opens them up to Monday morning quarterbacking, essentially attacking the integrity of Council.

Mr. LeFevre said that by default, City Council approved what the Montgomery EDC does; the City started to back one developer over another. Mr. LeFevre said that he had nothing against Chris Cheatham, he is a nice guy who is smart on how he gets his way. City Council gave Chris Cheatham \$120,000 to fix a City road, which to him is what the developer should be doing. Mr. LeFevre said that developers build roads, and the City should accept the roads from the developers. Mr. LeFevre said that the City was not here to make money for the developer, you are here to help them. Mr. LeFevre said that the City should not fund these things up front.

Mr. LeFevre said that he felt that the MEDC gives funds away and he felt that things needed to be reined in. Mr. LeFevre said that he wanted to focus on the Pizza Shack deal. Mr. LeFevre said that when someone buys a piece of land they are either paying fair value, because of the amenities, or at a big discount because it does not have any amenities. Mr. LeFevre said that with Pizza Shack the developer bought the piece of land to reflect no improvements. The City enabled a \$70,000 seed money from MEDC, plus a \$350,000 grant from the capital improvements. Mr. LeFevre said that overnight that property doubled in value without the developer having to put a penny into it. Mr. LeFevre said that MEDC ends up not just enabling the grant but guaranteeing the grant. Mr. LeFevre said that

the City should not be guaranteeing his or any other individual's obligations, and in this case the obligation is to provide a certain amount of jobs. Mr. LeFevre said that the City allowed the developer to make a bunch of money and took all the risk for the developer.

Mr. LeFevre said that he felt that the City should rein in Suddenlink, because they gave them \$9,000 to put conduit on their lines, which City Council did not see because it is under the reporting number. Mr. LeFevre said that there were plenty of other things that are really needed, and now he does not believe there is a whole lot of money left in MEDC. Mr. LeFevre said that he personally thinks that the Buffalo Springs Bridge is an MEDC thing, because it brings tourists in, it is a quality of life issue for Waterstone and it fits all the things necessary, yet City Council has completely ignored that whole part of the City. Mr. LeFevre said that if one or two of the City Council members lived in Waterstone the bridge would be fixed. Mr. LeFevre said that it was really important that they focus on being fair in the City.

Mr. LeFevre said that right at the same time that the Pizza Shack project was going on, he wanted to do Section One. Mr. LeFevre said that the City wanted the lift station that is at the bottom of the hill by the library taken out, which he had built. Mr. LeFevre said that before their plans were approved they had to take out the lift station, at their expense, and they had to spend \$130,000 to extend the sewer line. Mr. LeFevre said that the City is making some people pay for things and then on the other side, they are handing money out. Mr. LeFevre said that the City needed to look at the ethics.

Mr. LeFevre said that Mayor Jones had corrected him, because he thought the Flagship Boulevard landscaping was \$30,000, but the project was under \$10,000 and the person that did the work, even though he was related to the Mayor, was a good guy and knows what he is doing and his specialty is Texas plants. Mr. LeFevre said that if it has been \$30,000 he would have had a fit, because then it should have been put out for competitive bidding.

Mr. LeFevre said that the City is about to negotiate a relatively complicated land swap with a developer to enlarge the sewer plant, and he questioned who in the City is qualified to negotiate that deal because that is a real estate deal. Mr. LeFevre said that he felt that the City needed the benefit of people that did that for their business, and he did not feel that any of them were in the real estate business. Mr. LeFevre closed stating that he felt the City needed to be very careful how they structure the way they do things with the public so that it is fair and even for everyone, and it is clear up front what the City does and does not do.

CONSENT AGENDA:

2. Matters related to the approval of minutes for the Regular Meeting held on May 23, 2017.

Rebecca Huss moved to approve the minutes as presented. T.J. Wilkerson seconded the motion, the motion carried unanimously. (4-0)

3. Consideration and possible action regarding a request for Freedom Fest road closures of Clepper Street, Prairie Street, Mason Street, John A. Butler, and FM 149 from 9:00 a.m. to 1:00 p.m., and College Street and McCown from 9:00 a.m. to 6:00 p.m. on July 1, 2017.
4. Consideration and possible action regarding Whitley Vineyards request of road closure on College Street from McCown to FM 149 and northern most 150 feet of McCown Street from 11:00 a.m. to 6:00 pm., Sunday, June 25, 2017.

John Champagne moved to approve the request for Freedom Fest road closures and Whitley Vineyards road closures listed under the Consent Agenda Items 3 and 4. Rebecca Huss seconded the motion, the motion carried unanimously. (4-0)

CONSIDERATION AND POSSIBLE ACTION:

5. Consideration and possible action regarding an Application for an Alcohol Beverage Permit for Taste of China Restaurant (*previously shown as China Tasty*) to be located at 20212 Eva Street, Ste. 140, Montgomery, Texas as submitted by Liqun Lin.

Jon Bickford moved to accept the Application for an Alcohol Beverage Permit for Taste of China Restaurant (previously shown as China Tasty) to be located at 20212 Eva Street, Ste. 140, Montgomery, Texas as submitted by Liqun Lin. John Champagne seconded the motion, the motion carried unanimously. (4-0)

6. Consideration and possible action regarding Request of Surcharge to Recover Relocation Costs for Villas of Mia Lago and Lone Star Bend Road by LDC, Corporation.

Mr. Yates advised that LDC came to City Council in January 2017 with the same request, which was denied by City Council. Mr. Yates said that LDC then filed for the cost recovery

from the Railroad Commission, who told LDC that they needed to place the relocated line before they could approach the Railroad Commission for reimbursement. LDC has now completed the line at a cost of \$20,527.60. LDC will, even with the City's denial, ask the Railroad Commission to consider the request.

Rebecca Huss moved that City Council again deny the request of Surcharge to Recover Relocation Costs for Villas of Mia Lago and Lone Star Bend Road by LDC, Corporation. T.J. Wilkerson seconded the motion, the motion carried unanimously. (4-0)

7. Consideration and possible action regarding scheduling a Public Hearing to amend the 2016-2017 Utility Fund Budget.

Mr. Yates advised that at the last City Council meeting, Council requested an expense item in the Utility Fund to equal the expected revenue from the GRP item listed on the City utility bills. Mr. Yates said that notation could easily happen by adding the letters "GRP" behind account number 26900-Capital in the Utility Fund, and by him adding \$20,300 to that line item budget amount, and reducing account number 26901-Utility Projects/Preventative Maintenance by \$20,300. Mr. Yates said that this budget amount line item change is allowed in the budget resolution of City Council, as long as the department total does not change.

Mr. Yates stated that he asked Mr. Foerster about whether the change in wording necessitated a formal budget amendment process, and Mr. Foerster advised that he did not have a problem with the name change if the item is in the same department and there is no change in the appropriated amount to that department.

Rebecca Huss stated, for people that were not here last time, specifically the City is collecting revenues as part of the GRP, which is the Groundwater Reduction Plan, and said that if the City is collecting money for the GRP, they feel that they should be spending it for Groundwater Reduction projects. Mr. Yates said that if they do not spend the GRP funds, that balance would carry over to next year.

Jon Bickford moved to add "GRP" to the line item 26900. Rebecca Huss seconded the motion, the motion carried unanimously. (4-0)

8. Consideration and possible action regarding roof repair at Hulon House at Fernland Historic Park.

Mr. Yates advised that the roof of the Hulon House had three bad leaks. Mr. Yates said that he consulted with two roofers and a claim was made to TML, which the City has property damage insurance coverage. The City received and deposited an insurance claim payment in the amount of \$11,207.28. Mr. Yates said that Public Works can do the interior repair work on the Hulon House and he had two estimates for the roof repairs. Mr. Yates stated that of the two estimates, ERS Roofing, owned by William Simpson who is a resident of the City, was the lower quote.

Mr. Yates said that his recommendation was to select ERS as the contractor for the roof based on the slightly lower quote and the company being owned by a City resident.

Jon Bickford moved to select the low bidder, ERS, proposal for reroofing of Hulon House. Rebecca Huss seconded the motion

Discussion: John Champagne asked which building was the Hulon House. Mr. Yates said that it was the building next to the Blacksmith Shop, which is the second house on the right. John Champagne asked how much the City is putting toward the repair. Mr. Yates said that the City was not spending anything on the repair, because the insurance is paying.

The motion carried unanimously. (4-0)

9. Presentation of status report regarding the Buffalo Springs Road Bridge from the City Engineer.

Mr. Roznovsky said that as they discussed at the Town Hall Meeting on May 30, 2017, the City was assigned new FEMA representatives. On May 31, 2017 they had a meeting with the new representatives at the bridge, and they brought up new concerns that they had not heard before, specifically, construction within easements that the City has are existing easements outside the right of way where the existing pavement is located. The new representatives were questioning the ability to construct within easements, not right of way. Mr. Roznovsky said that they provided the new representatives with recorded plats showing the easements and how they were recorded. Mr. Roznovsky said that, as of today, they are still researching if they will

allow work within easements and not public right of way, even though it is a City easement. Mr. Roznovsky said that as of this morning, FEMA representatives expected to have a response by the end of the week as far as if the City can complete work in that area, or if the design needs to be changed to be only in the right of way. Mr. Roznovsky said that they have also asked to receive verification on if the City obtains public right of way and gets rid of the easements, will FEMA allow the work to be completed that way. Mr. Roznovsky said that according to FEMA, if the property is not a right of way or owned in fee, then you can't spend Federal dollars on it, so they are fighting that just because it is an easement granted to the public for drainage purposes, so it does not make any sense.

Mayor Jones asked if this new matter was holding up the Corp of Engineers. Mr. Roznovsky said yes because the design changes due to whether or not they allow the easement versus right of way. Mr. Roznovsky said that if they have to change the design and move everything, the design of what goes in the channel changes. Jon Bickford said that if FEMA does not allow it, that only means that they won't reimburse the City for that portion, and asked if that was correct. Mr. Roznovsky said that was correct. Jon Bickford asked what the impact would be if the City said that they would pay for that portion of the project, and not use the Federal funds, and asked how much that part would cost. Mr. Roznovsky said that he did not know what the cost would be, but they are trying to get an answer from FEMA on whether that would be allowed to use what is already there, and if the answer is no, then they will redesign. Mr. Roznovsky said that FEMA's answer to the City paying for just that portion that they won't fund, and their answer to that was yes, but the City would have to show that it won't function if it does not happen.

John Champagne asked to confirm that all of the questions are being addressed concurrently. Mr. Roznovsky said that was correct, they have asked all the questions and spoken with the sub-consultants, asking them to be thinking about it if they come back with the options, as to how they proceed and make the changes fit what FEMA says.

Mr. Shackelford said that it depended on which FEMA representative the City is listening to is part of the issue. Mr. Shackelford said that FEMA said that it has got to be like it was pre-disaster, and pre-disaster is slope paving based on the current limits. If they have to squeeze it into the right of way, then that will increase the cost because they will have to excavate more under the slope paving and come back with stable material. Mr. Shackelford said that it was

almost one big circle and there is no end in sight. Mayor Jones said that once you get into the FEMA loop it is hard to get out. Mr. Shackelford said that was correct.

Jon Bickford asked if we can't get to the superiors with FEMA. Mr. Shackelford said that the FEMA supervisors are not the ones showing up on the job site. Jon Bickford asked if we can contact the supervisors and resolve the matter. Mr. Shackelford said that they have Congressman Brady's office offer to assist with this matter. Mr. Yates said that Congressman Brady has offered to get everyone in the same room at the same time to discuss the matter. John Champagne said that they needed to do it. Rebecca Huss said that they were not asking for anything crazy, just logic at this point. Mr. Shackelford stated that FEMA has stated that even if City funds are used or donated, they will still be required to go through the Federal Procurement Process, which is cumbersome.

John Champagne asked whose task is it to contact Congressman Brady. Mr. Yates advised that he would be contacting Congressman Brady. John Champagne asked that City Council be notified when contact has been made and when the meeting would occur.

Mr. LeFevre commented that to him the issue is the bridge, the bridge itself is structurally sound, but it is the approaches that are not. There are issues with fixing the approaches. One of which is to fix it the sensible way, but the way that is being recommended, they have to get approval from the Corp of Engineers because you are putting materials in the waters of the United States and so they control them. Mr. LeFevre said they can essentially excavate all they want, as long as you don't accidentally drop that material back in the water and put the material on dry land, and once you do that the Corp of Engineers is done because it is out of their jurisdiction. Secondly, the bridge is a constriction, so when the water comes down, it is funneled right at that one spot and almost whatever goes there has to be built like a tank because of the amount of pressure it will have to take.

Mr. LeFevre said that the only thing that he can think of, and he might be wrong, is to get a bridge builder, on dry land, on top of the road, lay another section of bridge on the north and another section on the south, drive the pilings into the ground, then you can excavate under and do the bulk heading because you would be doing it at the new front, which would be non-jurisdictional. Mr. LeFevre said that as far as he was concerned, you could leave the concrete there and don't even touch it. Mr. LeFevre said that to him, that bridge originally cost

\$650,000, which included the engineering, so to him it should be possible to find some bridge builders who can lay a structure, whether it is 30 - 50 feet, and then come in and excavate and make it wider at that point, bulkhead it before you excavate, if need be. Mr. LeFevre said that he felt that they have disenfranchised a whole part of our City, and he does not think that it is anyone's fault. Mr. LeFevre said if they can take the project into their own hands, because he feels that as a community they need to get that bridge opened, and if there is a lower cost way to do it, and if there is a way not to mess with the Federal Government, that is what he thinks they should do. Mr. LeFevre said that they would literally be building a bridge on dry land and then digging the dirt from under it. Mr. LeFevre said that he did not know if that would work, and Mr. Shackleford is smarter than he is and will probably find a reason one way or the other. Mr. LeFevre said that doing it his way would widen the channel and gets the City away from the regulation and gets the bridge open. Mr. LeFevre said that he thinks that once the bridge is back open, it will show that the City is functional and that it is moving forward, and it does not need help from anybody.

Mayor Jones asked Mr. Shackleford for his thoughts about what Mr. LeFevre just suggested. Mr. Shackleford said that they would need to run a cost estimate to see how this suggestion compares with what the cost would be to go the route they are currently going. Rebecca Huss asked about functionality and endurance of the solution versus the other suggestion, because she did not want to spend \$650,000 or whatever it cost for the first bridge and have the second bridge wash out as well, she wants it to be a durable solution rather than a quick one.

John Champagne said that he had two questions. Will they reduce velocity if they open up the area, secondly is there any remediation necessary around the existing supports for the bridge or is the bridge stable and good the way it is. Mr. Shackleford said that the bridge was stable. Mr. Shackleford advised that the bridge abutment that was built, was built for a span coming off of one half of the abutment, so they would have to modify or build a second abutment next to the current bridge and then extend the beams. John Champagne asked if they were planning to do anything with the structures under the bridge. Mr. Shackleford said that they were going to be removed. Mr. Roznovsky said that the slope paving protects the piles that hold the bridge up. John Champagne asked if that would not be a reason to follow Mr. LeFevre's plan to keep from going into the waterway. Mr. Shackleford said that the reason they were going into the waterway was to replace the bulkhead, because the bulkhead failed. Mr. Shackleford said that

it backs it up to dry land, but they would still have the bulkhead on the canal that has failed. John Champagne asked if they could remove the bulkhead. Mr. Shackelford said that they can't touch it without a permit. Mr. Shackelford said that the question becomes, does the wooden bulkhead need to be replaced. Mr. Shackelford said that under the current concept, it has to be removed so that they can put a concrete bulkhead back, but if they look at the other concept maybe not, but the question is which is the less expensive. Mr. Roznovsky said that if they had asked FEMA what would happen if they scrapped the project and just built a new bridge, and they advised that the City would not be eligible for FEMA funds.

Mayor Jones asked if there was any part of the project that FEMA would pay for if they went with the parallel bridge versus a suspending bridge. Mr. Shackelford said that they can ask that question, but they are far enough down the path that they are close to an end. Mayor Jones said that he would suggest that they keep pursuing that end, but in the meantime can they research an alternative, and if they have to, do whatever it takes to get the bridge open. Mr. Shackelford said that they would look at the concept. Mayor Jones asked if the Corp of Engineers is going to set on the project for six months. Mr. Shackelford said that the Corp of Engineers will not set on the matter for six months because they are obligated by law to respond within 30-40 days otherwise the project is approved. Mayor Jones said that the problem is getting the information to the Corp of Engineers from FEMA. Mr. Shackelford said that they have to get to a certain point with FEMA so that they can submit the documentation to the Corp of Engineers.

Mr. LeFevre said that if the old bulkhead is sufficient they could tie into it, and he did not believe that they would need a permit.

Mr. Roznovsky said the reason that they have to go to the Corp of Engineers is because they are proposing something within the channel. Mr. Roznovsky said that because the bulkhead did fail, there was the scour potential, so to mitigate that there is either the concrete channel lining or the rip rap. Both of these options are placing something within the channel that requires the Corp of Engineer's permit. Mr. Roznovsky said that unless there is some other option to get away from that solution, the Corp has to provide a permit.

John Champagne requested that, based on this conversation tonight and suggestions made, a list of options that are available to the City now be sent to City Council in the form of an email,

and if they pull in Congressman Brady, then the agenda could be based on those options, to determine the quickest and most cost effective way to get them done. Mr. Roznovsky said that they would look into those options and pursue getting their questions answered, along with getting with Congressman Brady to see what they can do.

Mayor Jones asked if they extended the bridge on both ends, part of the problem was the water coming down from the south and eroding everything, so would they have to do something regarding that situation. Mr. Shackleford said that they would have to take care of that matter, which he would think that they would still go with the pipe concept that they had shown City Council, it would just extend the length of the pipes on both the north and south side. Mr. Shackleford said they needed to remember that those pipes are going through a bulkhead and discharging into the canal, so that gets them back to the Corp of Engineers permit.

Mayor Jones said that he knows how it looks to everybody, and the City Council is very frustrated, but they have to get something done. Mr. Shackleford said that every time that FEMA says that they have to go and look at something else, it is costing the City more for the preparation.

Rebecca Huss said that in the past City Council has been very specific that they don't want just take the cheapest option; durability and quality is an important component of any engineering solution that they choose. Rebecca Huss said that they do want this project to be something that lasts, so that ten years from now they are not facing the same thing that they are right now. Mr. Shackleford said that is also FEMA's interest because they don't want to have to fund another million dollars every time there is an 8 inch rain.

Mayor Jones thanked Mr. LeFevre for his input and the City Engineers.

10. Consideration and possible action regarding authorization for the City Engineer to prepare a bid package and solicit bids for the cleaning and televising of the public sanitary sewer line adjacent to FM 149 between FM 1097 and SH 105.

Mr. Roznovsky presented the information to City Council advising that TxDOT is planning and widening project adjacent to FM 149 between FM 1097 and SH 105, and part of that widening will put the City's existing sanitary sewer in conflict with the road.

Mr. Roznovsky said that their recommendation is that they do an evaluation of that line segment that will be along the project route, make any necessary dig repairs now before the TxDOT project, so that way they would not have to dig up the new road. Mr. Roznovsky said the estimated cost for that project is approximately \$48,000.

Rebecca Huss said that the televising was something that the City Engineers put in the City's Maintenance Plan or Sewer Plan two years ago. Mr. Roznovsky said that was correct, and said that something that they would need to do in the future would be looking at 8,300 feet of sewer line and inspecting all of the 27 manholes on that route. Rebecca Huss said that if they are just looking at what is already here, why is the engineering \$12,400 out of the \$32,400. Mr. Roznovsky said that entails the review of the bids, because by the time they set down and review the videos, mark up the deficiencies and make recommendations, cost estimates and present a plan that is what it would cost. Mr. Roznovsky said that they can get through approximately 1,000 feet per hour of the review, then it is another 10 plus hours to be able to prepare the cost estimates and recommendations.

Mayor Jones said that more than likely, the lines have not been looked at since they were installed. Mr. Roznovsky said that they checked for any documentation for previous inspections of the line. In 2005-2006 there was some inspection and televising done on portions of the line, and there were some deficiencies, but they did not find any documentation on repairs being done. Mayor Jones asked about the age of this infrastructure. Mr. Roznovsky said that he did not know, it is located down FM 149 and is serving the Historic District and going to the old sewer plant, and the sewer plant was constructed in the early 70's if he remembered correctly. Mayor Jones said that they could have a lot of clay lines and brick manholes.

Mr. Roznovsky said that this is a ballpark estimate without knowing what they are going to find. Rebecca Huss said that if they authorize \$48,000, that would not be the actual amount. Mr. Roznovsky said that when they get the bid prices in, they can update City Council on where they stand and the costs. Mr. Roznovsky said that until they get into the process it is hard to say what all it is going to take to get it done. Mayor Jones said that there is a chance that the bids could come in less.

Mr. Yates said that the Utility Projects/Preventative Maintenance in the Utility Fund has \$74,000 budgeted, with \$73,476 available.

John Champagne moved to approve the project as presented. Jon Bickford seconded the motion.

Discussion: Mayor Jones said that he assumed that City Council would see the bid prior to the project occurring. Mr. Roznovsky advised that they expect to have the bids to City Council at the first meeting in July. Rebecca Huss wanted to be clear that this would not be paid for out of GRP funds. Mr. Yates said that was correct.

The motion carried unanimously. (4-0)

11. Consideration and possible action regarding the award and execution of construction contract for the Heritage Plaza Medical Center 12" Waterline.

Mr. Roznovsky presented the information stating that this is the waterline in front of Heritage Medical Plaza that needs to be relocated because it is being upsized to a 12 inch line. Mr. Roznovsky said that they received bids for the project on June 6, 2017. Statewide Services was the low bidder at \$65,617.50 for the 12-inch line along SH 105. They also solicited proposals for a couple alternatives, to look at ways that they could save cost and an additional water line.

Mr. Roznovsky said on Caroline Street there is an existing 8 inch waterline and 6 inch waterline connected by a 2 inch waterline, so all flow is going through a bottleneck, which creates pressure flow issues. Mr. Roznovsky said that upsizing the line, which they provided an alternate bid for, will reduce the bottleneck and provide an alternate path for the water to get through the City. The additional cost to install the waterline is \$32,000.

The low proposal for both the SH 105 waterline and Caroline Street waterline is in the amount of \$97,706.50 as submitted by Statewide Services. Mr. Roznovsky said that the increase in cost is due to the line being located under existing pavement. Mr. Roznovsky said that they were asked to bid two different ways, either boring underneath the asphalt or digging up the asphalt and the boring was approximately \$11,000 cheaper.

Mayor Jones said that part of the way that the line gets paid for is the Heritage Plaza project included a waterline that they were going to replace under Houston Street, which has been determined that they don't need, so the funds they were going to use for that project will go toward this project.

Mr. Roznovsky said that across the board Statewide Services is who they recommend working with and is the low bid. Jon Bickford asked if the City is getting a break in the price for the alternate because the contractor is already on location. Mr. Roznovsky said that the contractor figured the alternate as a separate bid, and he will already be mobilized.

John Champagne asked how a 2-inch line got placed between a 6-inch and 8-inch line. Mr. Roznovsky said that his understanding is that the line was extended from Houston Street to serve those houses, and it was there when the 8-inch line from Shephard and Westside Park was put in so they just connected the two instead of replacing the line.

Mayor Jones asked when they do the Heritage Plaza line on the east side, what will they be connecting the lines to. Mr. Roznovsky said that on the east side they will tie into the existing 8-inch waterline and will be stubbing out to a 12-inch line.

Mr. Roznovsky stated that they were recommending to do both Caroline Street and SH 105 in the amount of \$97,706.50.

Jon Bickford moved to follow the engineer's recommendation and award and execution of the contract for the Heritage Plaza Medical Center 12-inch waterline and authorize the Mayor to execute the contract. Rebecca Huss said that if Jon Bickford's motion is to accept the Statewide Services Base Bid and Alternate items A2 and A8, and authorize the Mayor to execute the contract, she seconded the motion. Jon Bickford confirmed that was his motion. The motion carried unanimously. (4-0)

12. Report from the City Administrator regarding the following: Public Notification System, Joint Meeting with the Planning and Zoning Commission, Auditor selection process and Review Committee, surplus property sale and Groundwater Reduction Plan (GRP) rate increase.

Mr. Yate presented his report to City Council. Mr. Yates discussed Public Notification Systems that are used for emergency notification to the public, detailing the benefits and cost

of some proposed services. Mr. Yates said that he was asking City Council if they wanted him to pursue quotes on a provider for this type of system. Mr. Yates said that there probably would not be any funds spend this fiscal year, but they would need to put \$6,000 in the 2017-2018 budget. Jon Bickford said that he thought Montgomery County has this type of system. Mr. Yates said that he knows Montgomery ISD has this system, which he has been trying to work with them to get the City connected. Jon Bickford said that something is in place already, and asked if they could tie into that instead of spending \$6,000. Mr. Yates said that they could do that because the school district has a system. Jon Bickford said that is a service for the citizens, and he would ask \$8-\$10 per home to get this service, maybe we ask them if they are willing to pay for this service. Mayor Jones said that he felt that the cost seemed kind of high for the benefit. Jon Bickford asked how frequently they would use the system. Rebecca Huss said that when Mr. Cheatham drilled into the water main and all the businesses had to shut down they could have used it. Mr. Yates said that the City of Willis uses Code Red. Jon Bickford said that the Chief of Police had told him how to connect to the notification system. Mrs. Rebecca Lehn-Kendall, Court Administrator, advised that the City has Nixel. Mayor Jones asked why the City can't use Nixel. Mrs. Kendall said that the City could use it. Jon Bickford asked who owns Nixel. Mrs. Kendall advised that it was an application that the Police Department can send notifications out to the public, if they join the Nixel alert free of charge. Jon Bickford said that it was free of charge.

Mayor Jones said that City Council is in favor of something, less expensive. Mrs. Kendall said that the City can create an account with Nixel versus the Police Department so that they can send out notifications from City Hall via a text message. City Council said that they would like to pursue that type of notification system.

Mr. Yates then discussed the Planning and Zoning Commission was interested in scheduling a Joint Meeting with City Council regarding a proposed Land Use Plan, several City initiated proposed zoning changes and the Mobility Plan Draft. Mr. Yates said that the reason for the Land Use Plan and Zoning changes would be to get direction from City Council, because they will be conducting public hearings on these items. The Commission wanted to meet with City Council before they began that process to make sure that they are going in the right direction. Rebecca Huss said that she would ask that they meet on the July 13, 2017, because she will not be available for the other date.

Mr. Yates discussed the selection of the auditor process and Review Committee. Mr. Yates advised that the RFP's for Auditors is due June 20th, and he is proposing that the Review Committee that consists of T.J. Wilkerson and Rebecca Huss will go through the proposals and narrow down the candidates. After discussion, City Council concurred that the Review Committee pick the top three and then make their recommendation to City Council. Rebecca Huss said that she does not get back into town until July 10, 2017. Mr. Yates said that he felt they could get the recommendation to City Council by July 25, 2017 meeting.

Mr. Yates advised that two of the surplus vehicle were sold, and asked to rebid the two remaining vehicles with the same minimum price.

Mr. Yates then discussed the LSGCD announcing a rate increase going from 6.0 cents per 1,000 gallons to 9.5 cents. Mr. Yates said that his thought is to write a letter of nonsupport of the increase to the LSGCD. Mr. Yates said the increase would come out to 22 cents per customer per year. Jon Bickford said that since this is a 60 percent increase he would like to see how much the Catahoula Well has saved the City. Mr. Roznovsky said that it would be approximately \$2,600 savings. Mayor Jones said that the reason for the increase is because the City of Conroe won't pay their bill, so he definitely was not in favor of the increase. Mayor Jones said thank God for the Catahoula Well. Rebecca Huss said that they should be thankful for the citizen board that made the recommendation to get the Catahoula Well.

EXECUTIVE SESSION:

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

COUNCIL INQUIRY:

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

Rebecca Huss said that she had perused through the Traffic Study and she spoke to the City Engineers about the study, and said she was kind of disappointed with the lack of conclusions and non-capital type of improvements. Rebecca Huss said that they had spoken previously about changing the timing cycles on the traffic lights, and they need to make a formal resolution in order for TxDOT to consider changing their maximums for the light cycle, which is not mentioned at all. There is no mention of the timing of projects, in terms of priority, and how to get them done. Rebecca Huss said that there was no analysis that if you change this intersection, it will reduce pressure on this intersection, and it seems like everything is in a vacuum and is basically a data dump with not as many conclusions that they have come to expect from the City Engineers. Rebecca Huss said that she did not feel it was an actionable document.

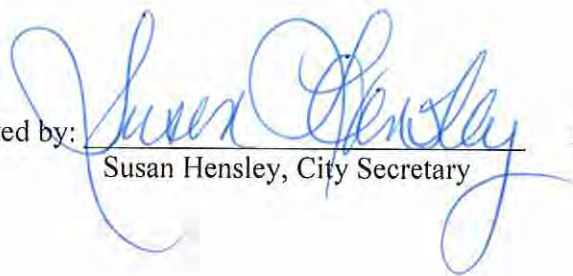
Mayor Jones said that he would suspect that the City Engineers did not feel that kind of detail was in the scope of their work, but if it could be done, it might be done in a separate report. Rebecca Huss said that they had specifically talked about needing that Traffic Study in order to get changes to the light cycles, in particular, to try and deal with some of the congestion from the schools, specifically talked about that's what the money would buy us was a recommendation to support our assertion that they could improve our congestion by changing from the State mandated minimums or maximums. Mayor Jones said that he remembered that discussion, but not with regard to this study. Rebecca Huss said that when they met with the representatives, that was specifically what they told them they needed to do, make a recommendation based on data to get support to make these changes. Mayor Jones said that the data is there. Rebecca Huss said that the data is there, but you need to be an expert to know what it means, and unfortunately none of us are. Rebecca Huss said that when the City Engineers did the sewage treatment and water analysis, they gave a list of projects and an idea of what it would do to other parts of the City along with timing and the urgency of projects, and said those type of conclusions would be useful with this giant piece of data. Mayor Jones said that the City Engineers were charged with two other County Precincts and the City to get a bigger picture, not just an intersection, but they can get the information out of the study.

Mayor Jones said that he thought that they needed to dissect the study at another time. Rebecca Huss said that she would like to see that done in a public forum. Mr. Shackelford said that part of the conversation earlier in the meeting, was to present the Traffic Plan as part of the joint meeting with the Planning and Zoning Commission. Mr. Shackelford said that the reason that City Council received the study early was so that they could look at it and start forming questions, because they still need to meet

with the two County Precincts. John Champagne asked Rebecca Huss when she got the traffic report. Mayor Jones said that she received the report two weeks ago at the last Council Meeting. John Champagne advised that he was not present at the last meeting. Mr. Shackelford said that they welcomed the comments.

ADJOURNMENT

John Champagne moved to adjourn the meeting at 7:30 p.m. Rebecca Huss seconded the motion, the motion carried unanimously. (4-0)

Submitted by: 
Susan Hensley, City Secretary

Date Approved: _____

Mayor Kirk Jones

Montgomery City Council
AGENDA REPORT

Meeting Date: June 27, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Site Plan, Rendering of buildings
Date Prepared: June 23, 2017	

Subject

This is a presentation from Monty West and Megan Stultz of their plans to build a retail/office complex on North Liberty Street across from where Clepper Street ends at Liberty Street.

Description

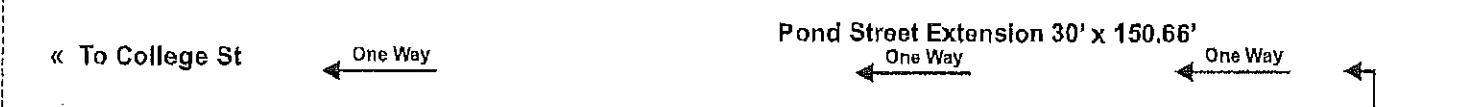
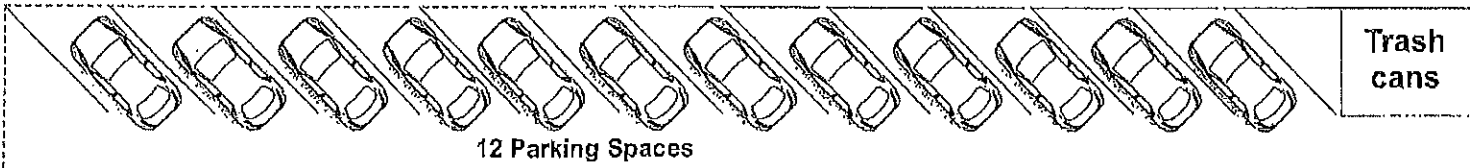
The site plan is in your packet. I think what they have in mind is a U-shaped grouping of businesses with a courtyard of pavers in the center. Note the one-way alley on the north side and the new construction of Pond Street that will be needed north of College Street.

Recommendation

Listen and comment/ask questions as you think.

Approved By

City Administrator	Jack Yates	Date: June 23, 2017
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Old Water Tower Property
20'x34'

Westmont Square
unique buildings with a
Varly of Retail
shops/offices/boutiques
Buildings styles will
reflect the
Historic Old Town of
Montgomery.
Total square footage
8680

Legend

Using Burger Fresh as
Setback, 33.3' from FM 149 (Liberty St)

4' Covered board walk

Buildings A-E 20x20

Building G 40X20

Building H-M 16x20

Building F 16x20

Common area,
Middle of square

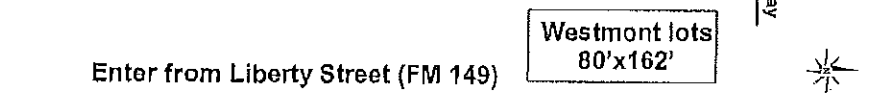
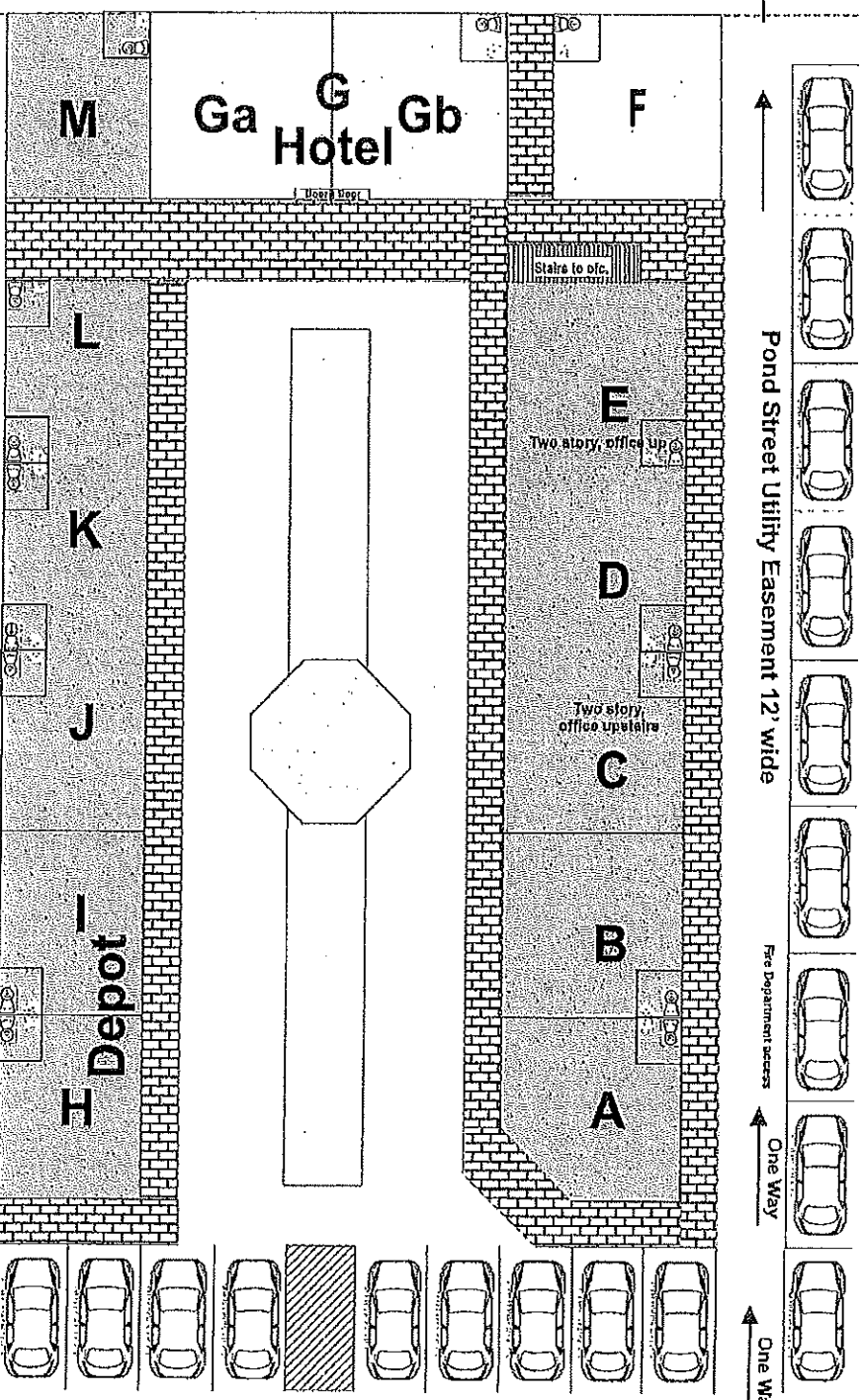
30 Total Parking Spaces
using Pond Street Extension
9 on Property Parking Spaces

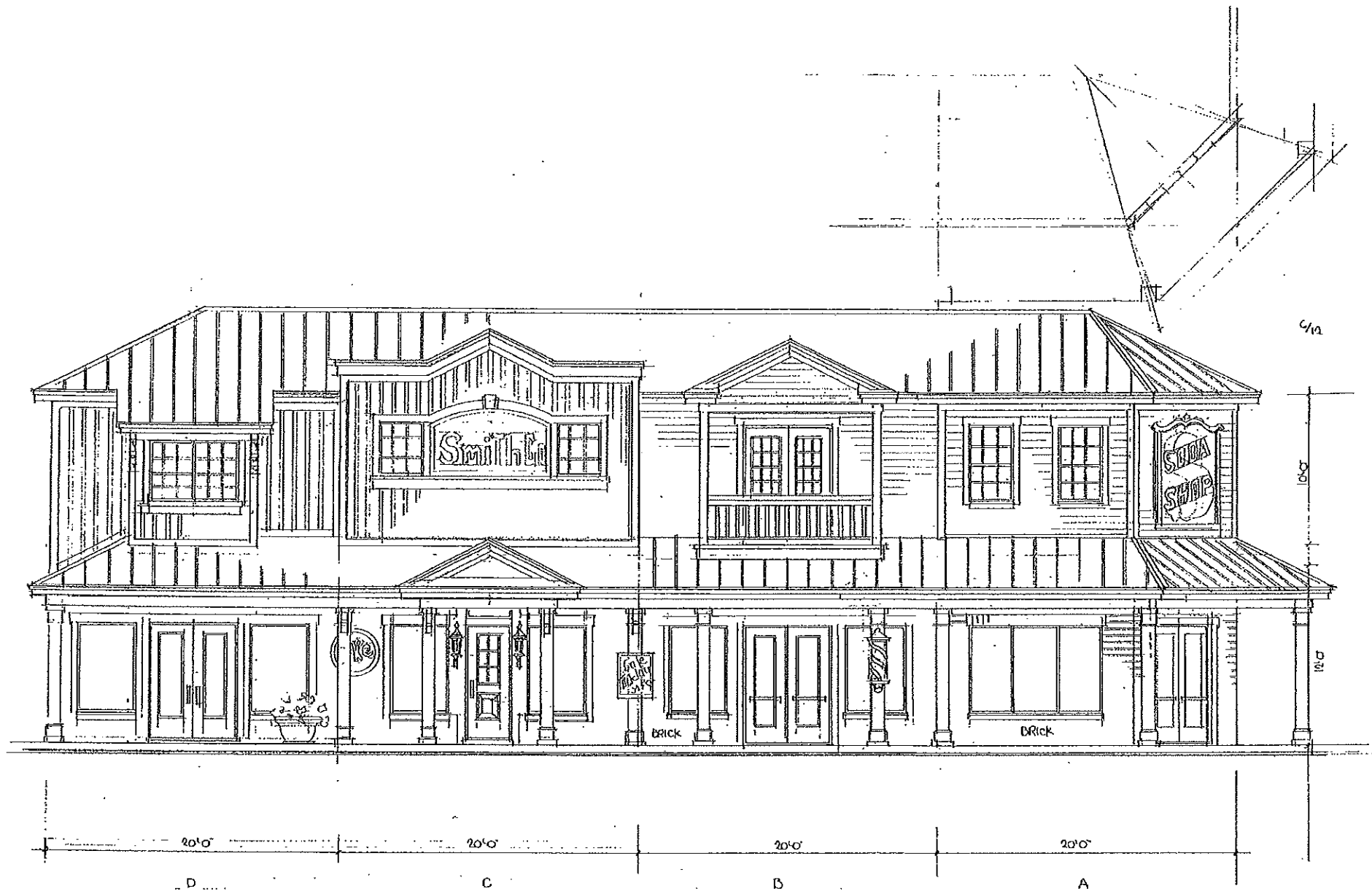
Use under stairs
as mailboxes

5,480 sqft downstairs
3,600 upstairs.

Boardwalk for porches
and pavers for com-
mon areas
10' ceilings down-
stairs, normal 8'
upstairs.

Burger Fresh
30'x 50'





4/12

15'-0"

21'-0"

20'-0"

20'-0"

20'-0"

20'-0"

D

C

B

A

BRICK

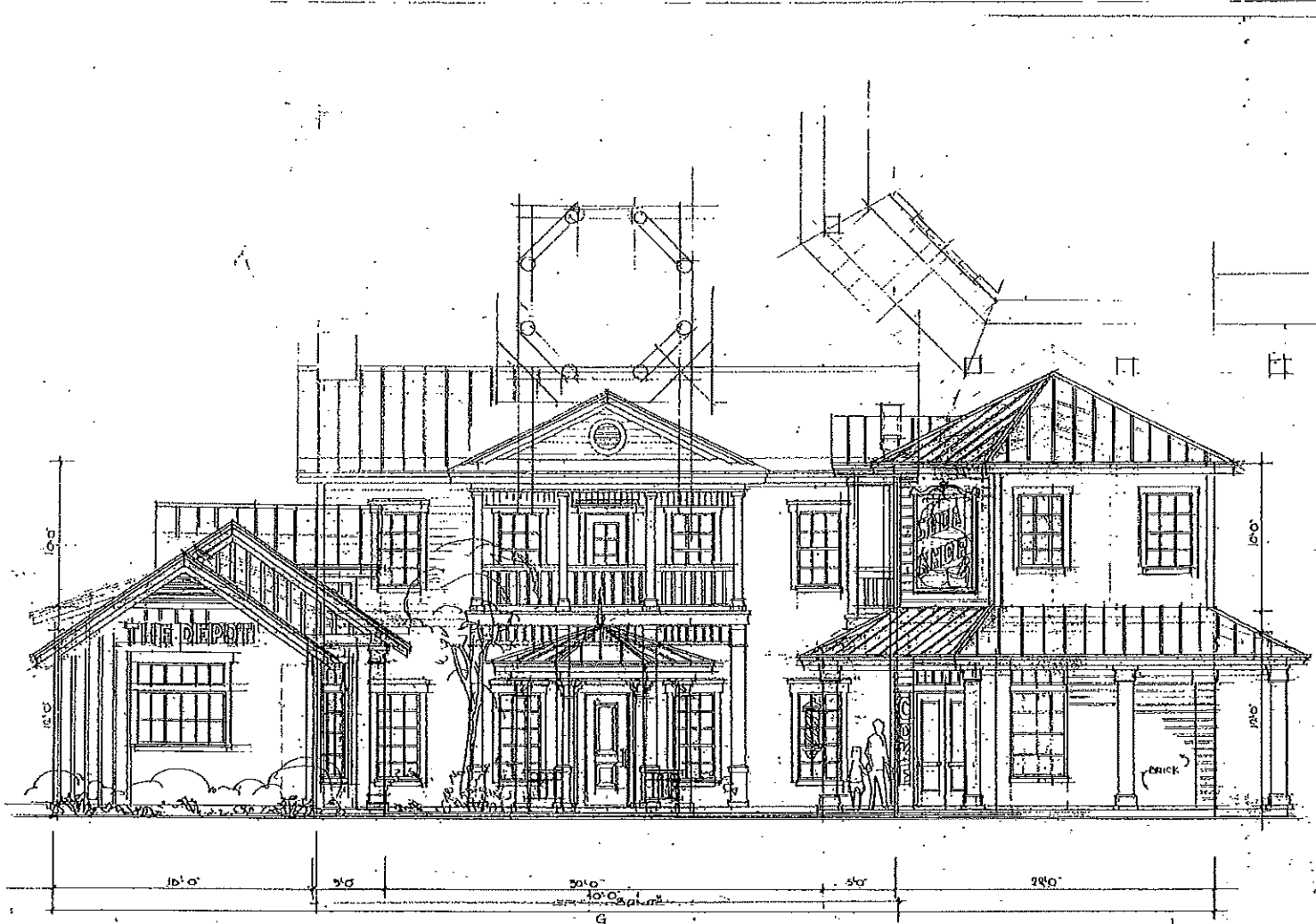
BRICK

Smith Co

STREET SWAP

STREET SWAP

STREET SWAP

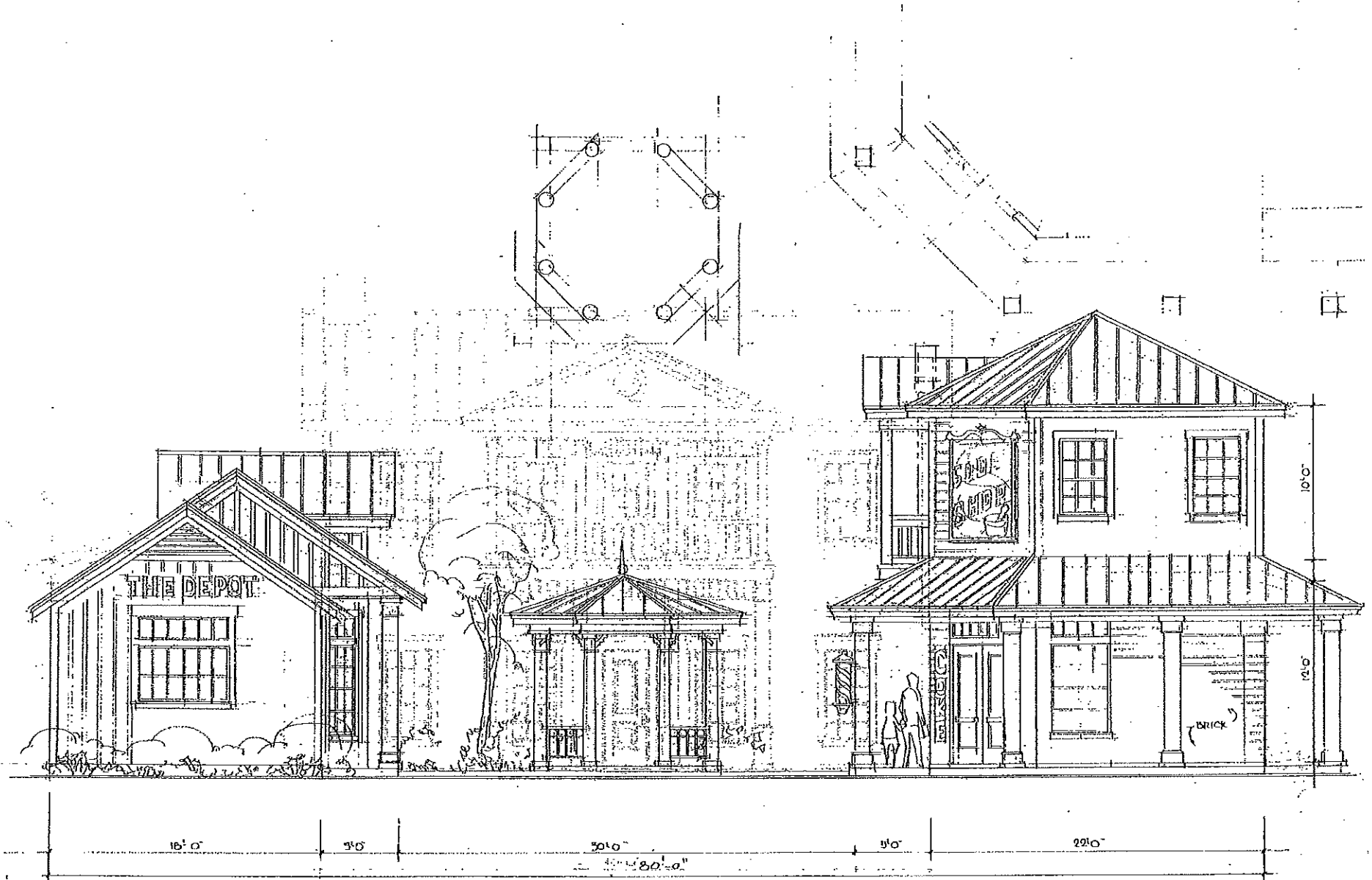


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G

Westmont Square

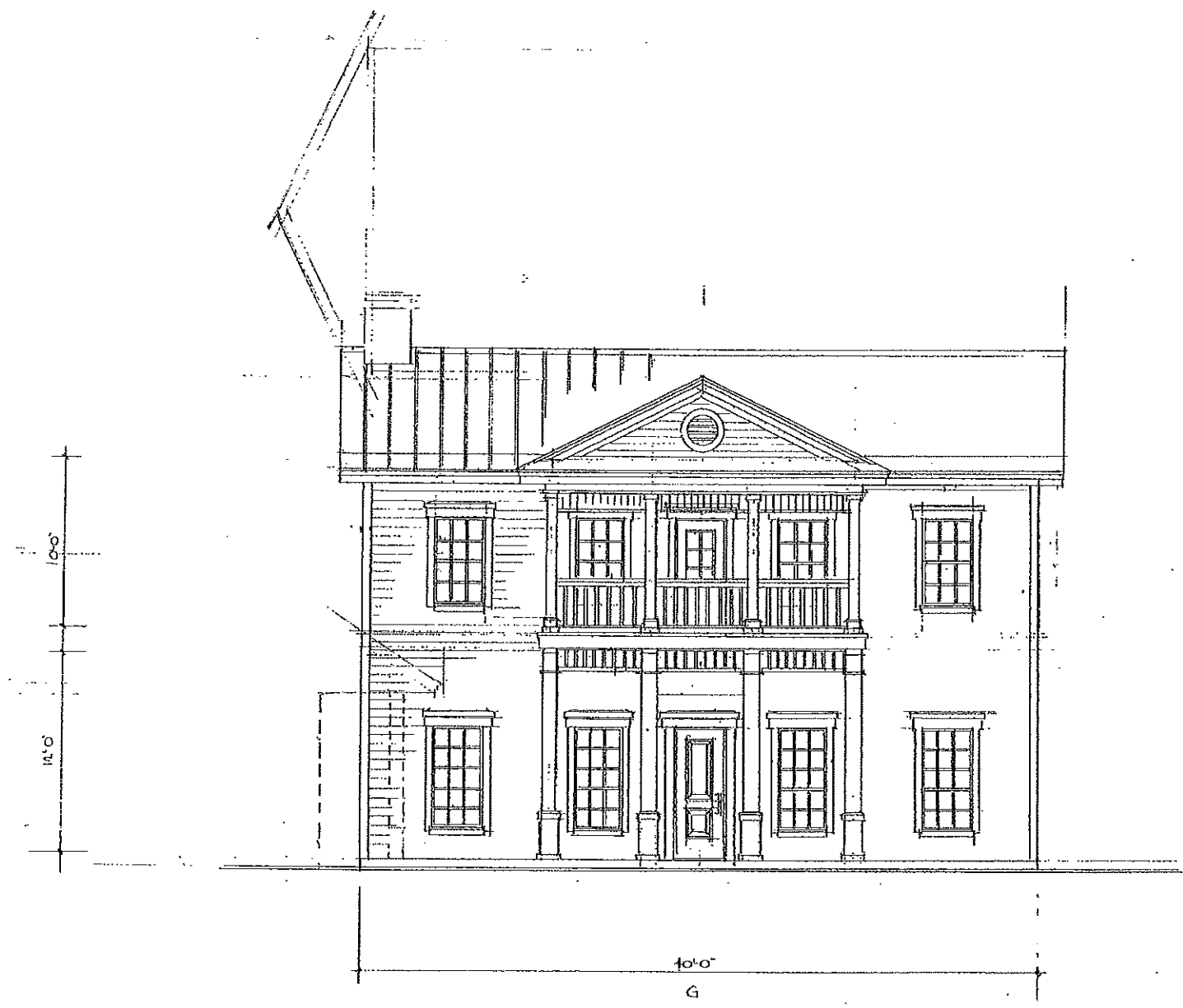
COPYRIGHT, REST. YOCEREL, H.J. BOICE INC.
 51 N. ANTONIO ROAD
 THE WICKLIFF, TEXAS, TEXAS
 05-19-17

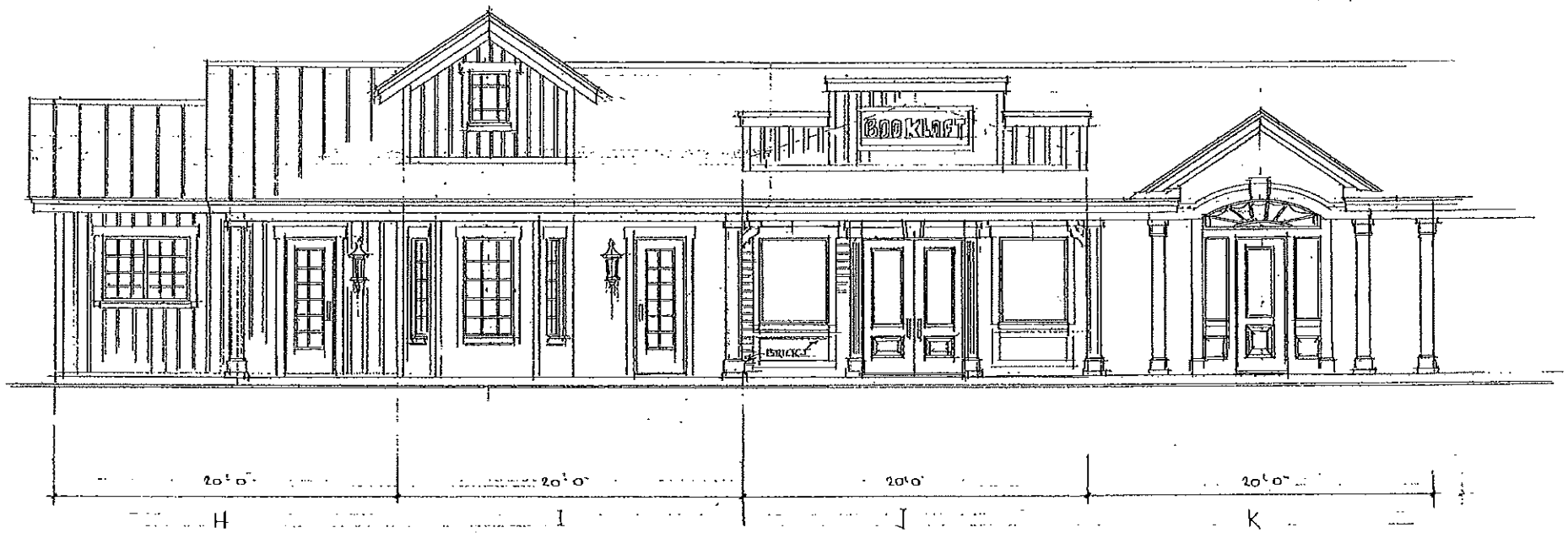
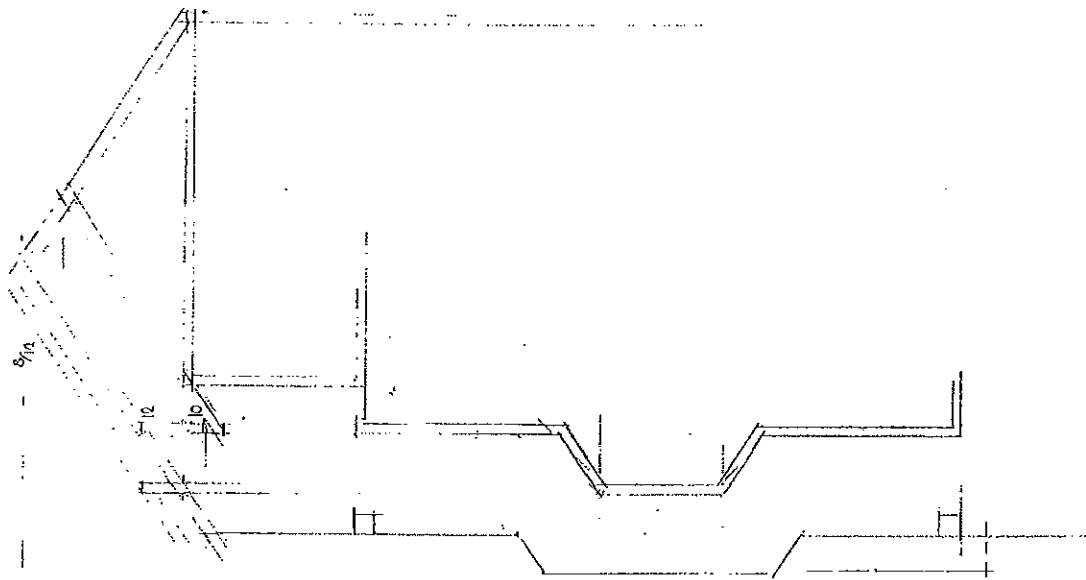


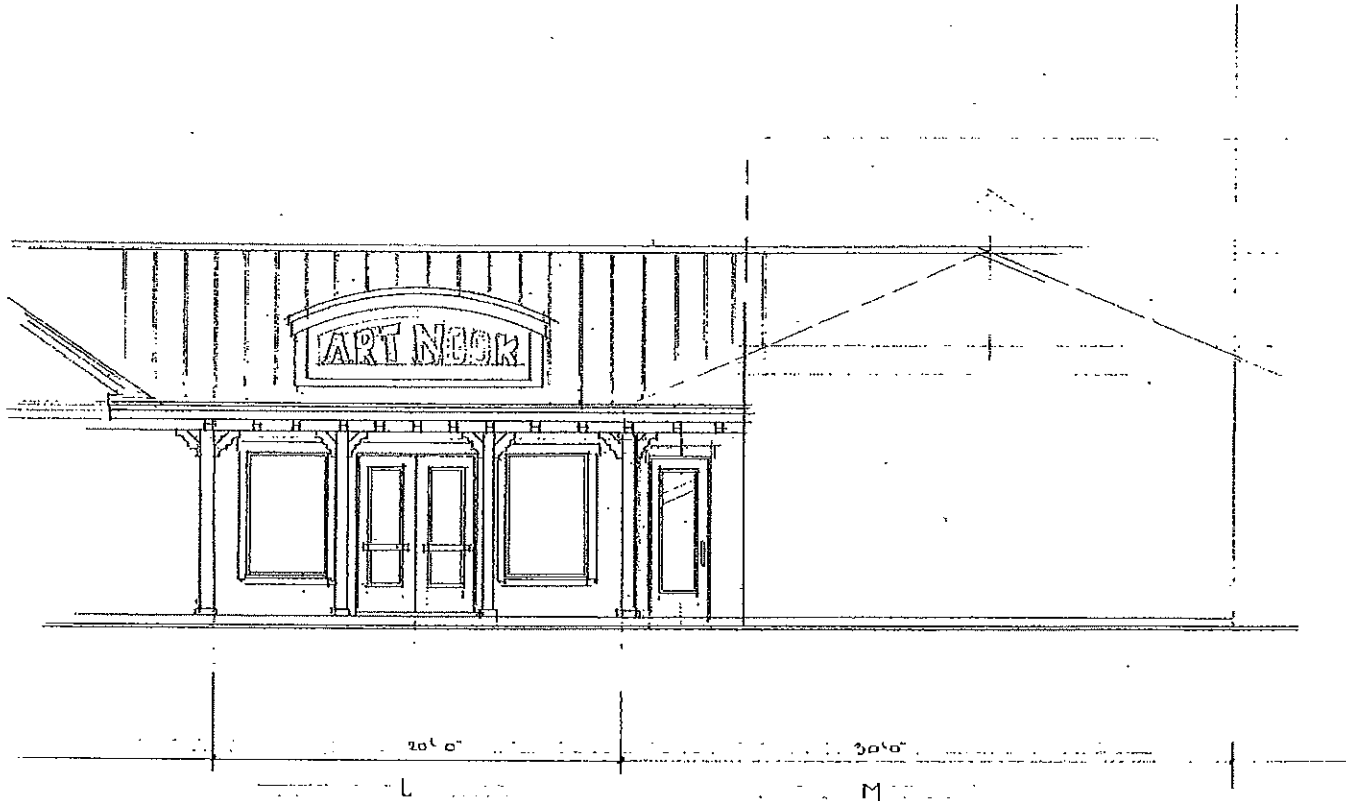
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Westmont Square A

COPYRIGHT KARL NDEKEL - JMJ HOUSE INC.
 51 N. AUTUMNBROOK WAY
 THE WOODLARKS, TEXAS, 75080
 03-29-17







CITY ADMINISTRATOR REPORT

- Met with Planning Commission for one meeting.
- Met, took minutes, of MEDC meeting.
- Attended Montgomery Area Chamber of Commerce Board of Director's meeting.
- Made arrangements to repair a roof at the Hulon House.
- Met with city engineers and city attorney several times regarding; plats, system management, upcoming projects, bridge improvements, developments throughout the city, TxDOT 149 planning, General Land Office grant possibility and billing for Escrow Accounts.
- Met with several developers during the month regarding; Heritage Plaza Medical Center, Villas of Mia Lago, northeast corner of 105/Lone Star Parkway developer, Kenrock property west of Pizza Shack, Waterstone, Colonel Laughter property, Hodge Podge Lodge, Monty West. Wrote and circulated the Development Status Report.
- Made several decisions during month as Zoning Administrator, including signs, coordinating variance requests, code enforcement, land use plan, and working on zoning changes in cooperation with the Planning Commission
- Coordinated with FEMA and State Emergency Management staff and city engineer regarding receiving payment for flood damage in the city and with FEMA.
- Worked with City Council individually and City Staff on a variety of administrative, personnel and coordination efforts, including an all-staff development meeting and developing a Budget Calendar.

Public Works

May 2017 Monthly Report

- Verified sewer main mapping on Berkley and Harley Drives
- Filled all diesel generators with fuel for hurricane season
- Repaired gate for dumpster at City Hall
- Attended asphalt paving seminar (myself and Eric Standifer)
- Met with American Legion representative about Community Center project
- Setup/cleanup for Antique Festival
- Pressure washed all buildings at Sewer Plant #2
- Attended final inspection of Pizza Shack utilities extension
- Installed cedar lift blocks on all council chamber chairs
- Onsite for fire flow testing for McCoy's building
- Replaced several broken meter boxes
- Repaired several potholes throughout the city
- Installed backflow preventer and irrigation controller at "Welcome Flags" and constructed cedar box to cover this controller
- Cleared debris from several ditches city wide
- Completed trim out of shower install at Sewer Plant #2
- Replaced stop sign at Pond and College
- Trimmed limbs along several right of ways
- Started repainting speed humps and stop bars
- Monthly grease trap inspections
- Monthly weed patrol list
- Monthly safety meeting
- Monthly door hangers and cut offs
- Monthly AED inspections
- Monthly hydrant reads
- Bi-weekly staff meetings
- Weekly vehicle pre-trip inspections
- Weekly conference calls with engineer and utility operator
- Weekly leak notifications to customers from Beacon website

- Daily line locates as necessary
- 2 water taps
- 0 sewer taps
- 4 water leaks
- 1 sewer stop up (private problem)

Parks and Recreation

- Changed batteries in all irrigation system controllers
- Sprayed for crazy ants at Memory Park
- Removed dead tree from Cedar Brake Park
- Repaired granite walkways at Memory and Fernland Parks
- Trimmed up all tree bottoms at Cedar Brake Park
- Replaced rotten fascia boards on Simonton Building
- Pressure washed and painted Simonton Building
- Painted Simonton Building front porch and wheel chair ramp with a non slip additive mixed into paint
- Changed all deadbolt locks and padlocks at Fernland Park (all keyed alike)
- Repaired the fountain at Cedar Brake Park
- Installed kickplates on restroom doors at Homecoming Park
- Pressure washed front sidewalk at Community Center
- Met with contractor for security camera quote at Fernland Park
- Met with contractor for gutter quote at Fernland Park
- Continue to water trees at Cedar Brake Park and Flagship Blvd.
- M/W/F cleaning of parks
- Monthly irrigation system inspections
- Weekly cleaning of Community Center

The docents at Fernland Park reported a total of 797 visitors for the month and provided 56 tours. Dana Bickford reports that they are more than doubling the total of visitors for either of the past two years at this point.

Prepared by:
Mike Muckleroy
Public Works Manager
June 21, 2017

Montgomery Birthplace of the Texas Flag
TEXAS

CITY OF MONTGOMERY POLICE DEPARTMENT



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CHIEF

JAMES F. NAPOLITANO

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

POLICE DEPARTMENT REPORT

May, 2017

Arrests / Charges Total Shifts A & B

Misdemeanor: 41

Felony: 10

Traffic Enforcement Total Shifts A, B & Chief

Citations: 226

Warnings: 268

Calls for Service Shifts A & B - 116

Reports Shifts A & B - 61

Montgomery Birthplace of the Texas Flag
TEXAS

CITY OF MONTGOMERY POLICE DEPARTMENT



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

The Montgomery Police Department A Shift
A Shift Commander Lt. Joe Belmares
Patrol Officers, Officer Hernandez, Officer Carswell, Officer Thompson

Narcotics Arrest

- 05/01 – Officer Thompson – Hwy 105/Lakeway
- 05/04 – Officer Carswell – 21900 Eva St.
- 05/13 – Officer Hernandez – 15100 Liberty St.
- 05/27 – Officer Hernandez – 20300 Eva St.
- 05/27 – Officer Thompson – Hwy 105/April Sound Dr.
- 05/27 – Officer Carswell – Eva/FM 2854

Weapon Offense

- 05/01 – Officer Thompson – Hwy 105/Lakeway

Warrant Arrest

- 05/03 – Officer Carswell – 100 Old Plantersville Rd
- 05/08 – Officer Thompson – LSP/Grandview
- 05/09 – Officer Thompson – 22200 Sharp Rd.
- 05/31 – Officer Thompson – Eva St./Cemetery

Motor Vehicle Accident Investigation

- 05/12 – Officer Hernandez – Liberty St./LSP
- 05/27 – Officer Thompson – Eva/FM 2854

Assault

- 05/03 – Lt. Belmares – 100 Anna Springs Ln.
- 05/13 – Officer Carswell – 200 C.B. Stewart

No DL / FMFR / DWLI / Towed Vehicle

- 05/17 – Officer Hernandez – 20100 Eva St.
- 05/22- Officer Thompson – 21100 Eva St.
- 05/27 – Officer Thompson – 22100 Eva St.
- 05/28 – Officer Thompson – Eva St./Houston St.

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TEXAS

CITY OF MONTGOMERY POLICE DEPARTMENT



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

Abandon Endangered Child w/Intent to Return

05/17 – Officer Hernandez – 22800 Hwy 105

Resisting Arrest

05/19 – Officer Thompson – 22100 Eva St.

Criminal Mischief

05/27 – Officer Carswell – Eva/FM 2854

Traffic Hazard

05/27 – Officer Thompson – 18000 Hwy 105

Criminal Trespass

05/12 – Lt. Belmares – 14600 Liberty St.

Supplement Report

05/18 - Officer Hernandez - Liberty/LSP

0531 - Officer Carswell - 20300 Eva St.

Felony – 5

Misdemeanor -17

Citations 124

Warnings - 45

Calls for service – 29

Reports – 26

Belmares – 3 Citations; Hernandez -17 Citations; Carswell – 79 Citations;
Thompson – 25 Citations

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TEXAS

CITY OF MONTGOMERY POLICE DEPARTMENT



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

The Montgomery Police Department B Shift

B Shift Commander Lt. Miguel Rosario

Patrol Officers, Officer Bauer, Officer Bracht, and Officer Riley

Narcotics -

05/25 – Rosario – 22465 FM 1097
5/21 – Bracht – 20800 Eva
05/20 – Rosario – 100 Community Center
05/20 – Rosario – 21700 Eva
05/19 – Riley – 325 Flagship
05/19 – Riley – 605 MLK
05/07 – Riley – 180 Plez Morgan
05/06 - Riley – 20100 Eva
05/05 – Riley – 20800 Eva

No DL / FMFR / Towed Vehicle

05/01 – Riley – 20500 Eva
05/30 – Rosario – 21101 Eva
05/24 – Rosario – 21700 Eva
05/16 – Riley – 20800 Eva

Warrant Arrest-

05/30 – Bracht – 149/1097

Montgomery Birthplace of the Texas Flag
TEXAS

CITY OF MONTGOMERY POLICE DEPARTMENT



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

05/29 – Riley – 2300 Lonestar PKWY

05/29 – Bracht – Liberty /Pond

05/26 – Riley – 2500 Lonestar PKWY

05/24 – Bracht – 18680 105w

05/21 – Riley – 20500 Eva

05/15 – Riley – 15100 Liberty

05/15 – Rosario – 15800 Liberty

05/10 – Riley – 2000 Lonestar PKWY

MVA-

05/24 – Bauer – 22000 Eva

Theft –

05/15 – Bauer – 720 Community

Assault –

05/30 – Bracht – 1020 Baja

Supplement Report / Misc Call-

05/07 – Bauer – 14300 Liberty (suspicious person)

05/11 – Bauer – 22394 FM 1097 (supplement)

05/20 – Bauer – 1022 MLK (supplement/assist agency)

Montgomery Birthplace of the Texas Flag
TEXAS

CITY OF MONTGOMERY POLICE DEPARTMENT



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

05/01 – Riley – 21100 Eva (supplement / liquor violation)

05/02 – Bauer – 802 Community (animal cruelty)

05/16 – Riley – 101 Old Plantersville (supplement)

05/15 – Rosario – 21300 Eva (supplement)

DWI-

05/06 – Bracht – Eva/ FM 2854

05/11 – Riley – 21300 Eva

05/19 – Bracht – 20821 Eva

05/20 – Riley – 600 Community

Arrests / Charges:

Misdemeanor Charges – 24

Felony Charges – 5

Calls for service - 87

Reports - 35

Traffic Enforcement

Citations Issued- 102

Warnings Issued- 223

Rosario – 20 Citations; Bauer – 32 Citations; Riley – 39; Bracht - 11

Montgomery Birthplace of the Texas Flag
TEXAS

CITY OF MONTGOMERY POLICE DEPARTMENT



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

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

Evidence/Property Room:

51 items (evidence) checked into the property room by Sgt. Lehn-Kendall

3 Blood kits taken to the DPS lab by Sgt. Lehn-Kendall

Warrants:

Warrants Collected - \$6,801.00

Reserve Officer's Time:

Antique Festival

05/06 –Officer Evans (9.5 Hours)

05/06 – Officer Miller (8hrs)

05/06 - Officer Lawson (8hrs)

Homecoming

05/27 – Officer Evans (5 hours)

05/27 – Officer Miller (5 Hours)

05/27 – Officer Sigala (5 hours)

05/27 - Officer Lozano (7hours)

Municipal Court-Monthly Report

May 2017

6/1/2017
Becky Lehn
Court Administrator



Montgomery Municipal Court Monthly Report

May 2017

REVENUE Category	CURRENT	YEAR TO DATE October 1, 2016
<i>Total Cases Filed</i>	268	2229
Deposit – City	\$26,195.52	\$220,499.52
Deposit - State	\$18,332.35	\$146,311.78
Deposit - OMNI	\$122.79	\$2,076.37
Child Safety Fund	\$125.00	\$1,085.55
Judicial Efficiency	\$155.09	\$1,336.62
Court Tech Fund	\$921.82	\$7,219.36
Court Bldg. Security Fund	\$688.34	\$5,405.40
Collection Agency	\$684.99	\$25,274.30
<i>Total</i>	\$47,225.90	\$409,208.90

Created By: Becky Lehn

Court Administrator

June 1, 2017



Comparison Chart

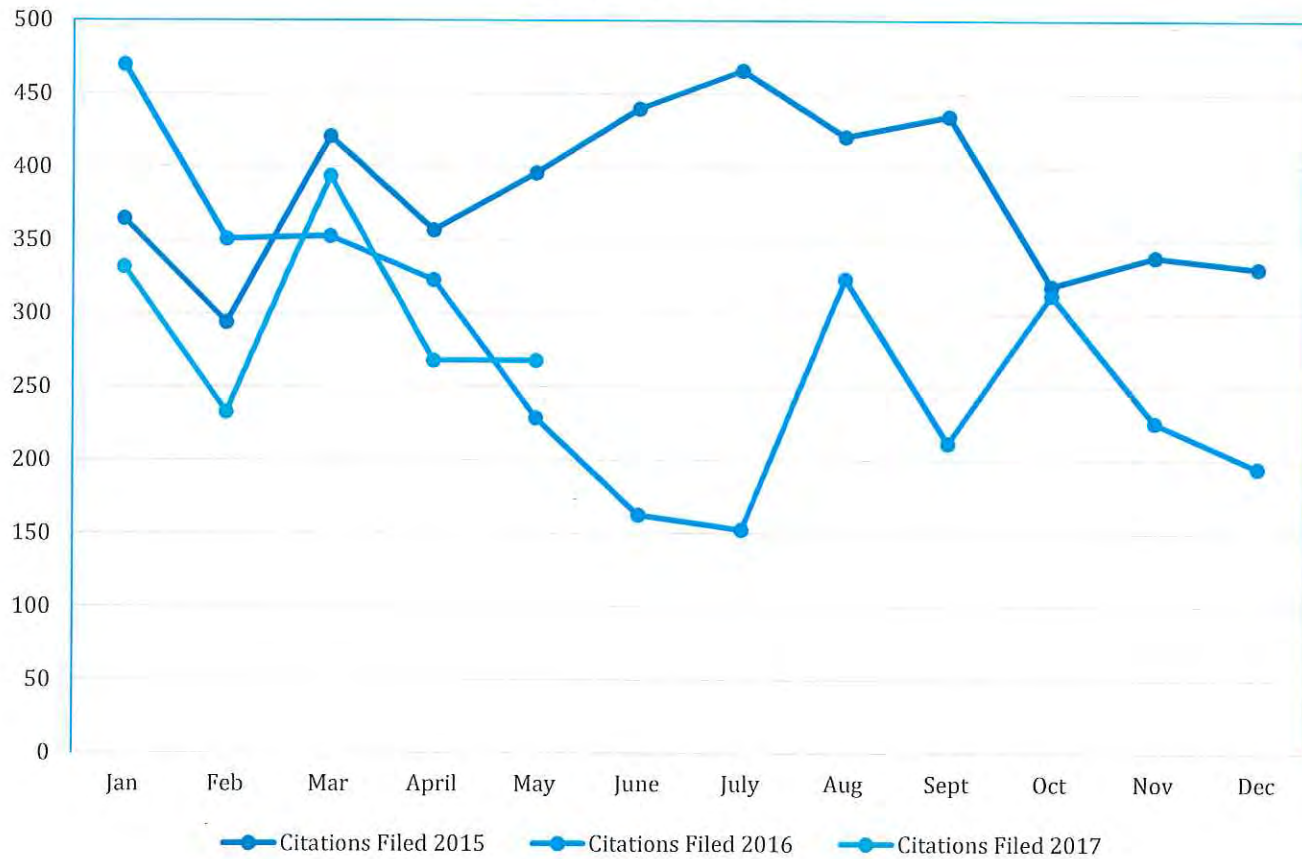
Citations/Warrants/Revenue January 2015 - Present

	Citations Filed			Warrants Collected			Total Revenue Collected		
	2015	2016	2017	2015	2016	2017	2015	2016	2017
<i>Jan</i>	365	470	332	\$2,708.90	\$2,762.37	\$15,052.44	\$44,544.59	\$44,702.82	\$41,830.44
<i>Feb</i>	294	351	233	\$3,362.90	\$10,976.60	\$33,390.71	\$56,555.03	\$67,466.54	\$67,937.61
<i>Mar</i>	421	353	394	\$15,303.54	\$14,732.43	\$26,961.27	\$63,838.40	\$86,201.43	\$62,992.57
<i>April</i>	357	323	268	\$2,106.50	\$5,940.80	\$9,307.00	\$56,577.20	\$59,388.14	\$47,163.40
<i>May</i>	396	229	268	\$3,286.10	\$3,279.10	\$6,801.00	\$48,760.60	\$50,854.90	\$47,225.90
<i>June</i>	440	163		\$9,972.20	\$6,336.57		\$67,656.40	\$41,238.67	
<i>July</i>	466	153		\$4,858.20	\$4,291.87		\$64,193.80	\$42,990.97	
<i>Aug</i>	421	324		\$2,740.40	\$24,756.07		\$47,484.40	\$52,923.17	
<i>Sept</i>	435	212		\$6,399.30	\$12,115.60		\$61,912.50	\$44,256.40	
<i>Oct</i>	319	313		\$7,550.70	\$13,892.60		\$63,688.50	\$44,138.80	
<i>Nov</i>	339	226		\$8,581.07	\$10,515.20		\$51,170.47	\$55,221.23	
<i>Dec</i>	331	195		\$8,675.20	\$12,163.00		\$53,315.66	\$42,698.95	
Totals	2164	2402	1495	\$75,545.01	\$121,762.21	\$91,512.42	\$679,697.55	\$632,082.02	\$267,149.92

Becky Lehn
 Court Administrator
 06/01/2017

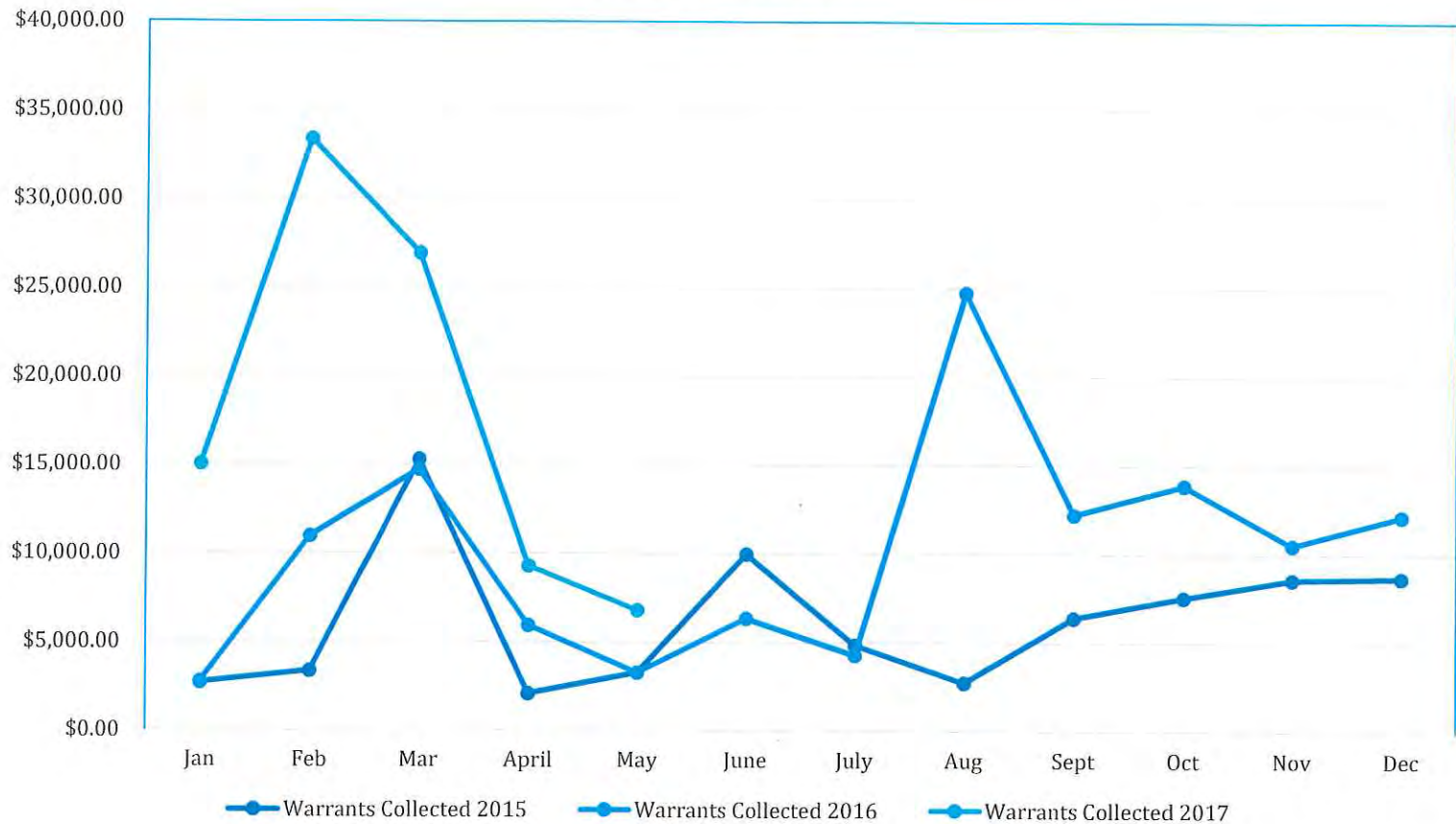
Citations Filed Yearly Comparison

2015-2017



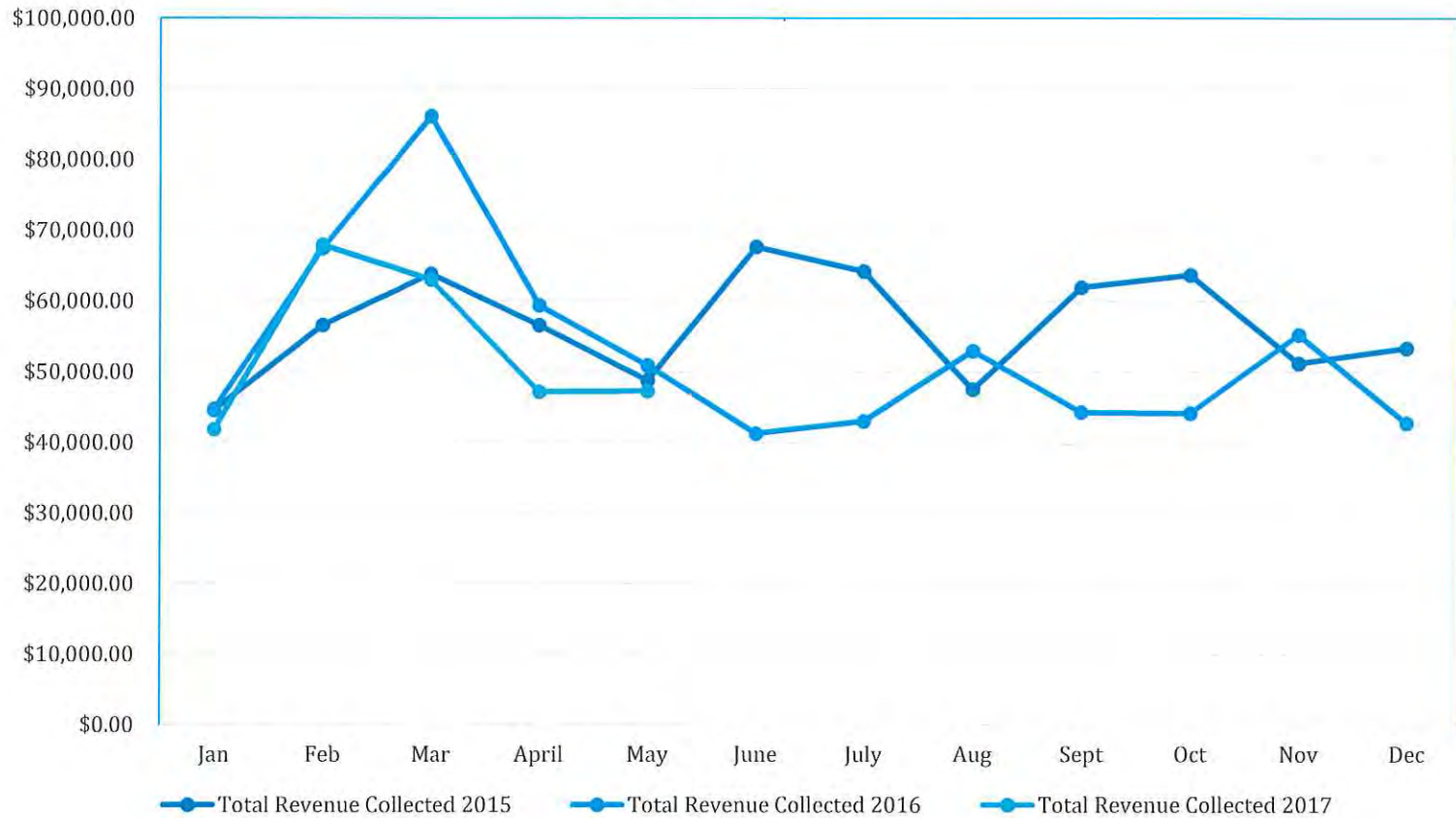
Warrants Collected Yearly Comparison

2015-2017



Total Revenue Collected Yearly Comparison

2015-2017



UTILITY REPORTS - MAY 2017

TOTAL REVENUE

Utilities	\$125,480.08
Permits	\$15,326.28
Community Building	\$965.00

UTILITIES

New Water Accts.	10
Disconnected Water Accts.	3
Total Number of Active Accts.	586

PERMITS

Type	Permit Total	Revenue
Building - Residential	9	\$6,521.33
Building - Commercial	1	\$1,860.00

Parade	1	\$25.00
Golf Cart	1	\$25.00
Burn	1	\$20.00
Photography	4	\$1,000.00
Irrigation	0	0
Electrical	10	\$1,977.25
Mechanical	8	\$2,580.00
Plumbing	6	\$1,192.70
Sign	2	\$100.00
Total:	44	\$15,326.28

COMMUNITY BUILDING – APRIL

Type of Rental	Number of Bookings	Revenue
Profit	6	\$965.00

Non - Profit	1	\$0.00
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City of Montgomery

Operations Report

4/18/17-05/18/17

TAP

INTO

TECHNOLOGY

Dear City of Montgomery Council Members:

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

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

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

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

Michael Williams
Senior Area Manager
Gulf Utility Service

SUMMARY OF OPERATIONS

District Alerts

4/28/2017 – WP#2 Water Plant Issue

NTS was called out to troubleshoot booster pump #2. NTS adjusted the coupling between the motor and the pump that was causing a noise.

5/1/2017 – WWTP1 WWTP Issue

Bleach feed system is not feeding, Fitch Services was called out to troubleshoot. Fitch found a vacuum leak on the pvc header between both bleach pumps and screen inside the CL2 barrel blocked up. Repairs were made to bring system back to normal operations.

5/1/2017 – LS#1 Lift Station Issue

Generator is running even with pole power. There was a power outage in the area. Operator turned off the pole power at LS#1 and turned generator on to pump down wet well due to transfer switch issue.

5/8/2017 – LS#14 A/D Call Out

Lift station #14 calling out high temp alarm. The lift pumps show no run time. Lift station is still under warranty contractor was called to make repairs.

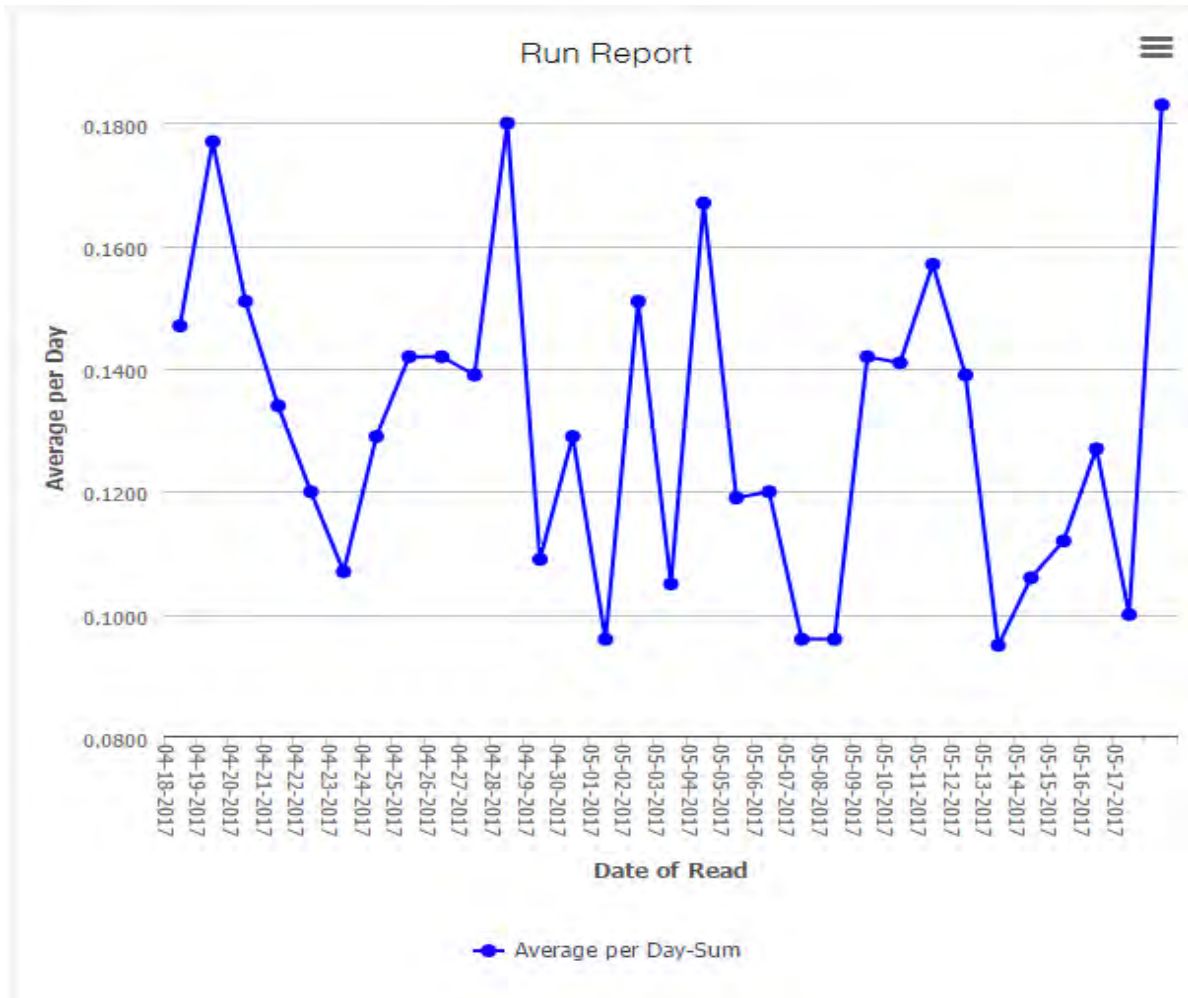
5/9/2017 – LS#2 A/D Call Out

Lift station #2 calling out for VFD failure (Code: E07.1). NTS checked the code and found it was for unbalanced power.

5/17/2017 – LS#1 L/S Alarm On

WWTP was calling out for no power. There was a power outage in the area. Entergy estimate time for restoration at 4 a.m. The operator manually switched power over to generator power to pump down wet well due to transfer switch issue.

OPERATIONS DETAIL



- Flow for the month of April was 4,058,000 gallons
 - Daily peak flow May 1, 2017 was 296,000 gallons
 - 36% of permitted value
 - Average Daily Flow 154,000 gallons
 - 19% of permitted value
- *Average per day is a non-weighted average.

Staff Gauge Accuracy
Chart

▲ Date Checked	WWTP Totalizer/Staff Gauge Variance %
05-18-2017	99.51%
05-17-2017	103.73%
05-16-2017	99.62%
05-15-2017	99.77%
05-14-2017	99.58%
05-13-2017	99.38%
05-12-2017	99.49%
05-11-2017	95.26%
05-10-2017	99.48%
05-09-2017	98.93%
05-08-2017	99.63%
05-07-2017	94.37%
05-06-2017	97.41%
05-05-2017	99.51%
05-04-2017	99.49%
05-03-2017	98.21%
05-02-2017	99.54%
05-01-2017	99.22%
04-30-2017	99.48%
04-29-2017	99.57%
04-28-2017	99.10%
04-27-2017	99.46%
04-26-2017	99.41%
04-25-2017	99.74%
04-24-2017	99.37%
04-23-2017	99.23%
04-22-2017	99.63%
04-21-2017	99.38%
04-20-2017	97.95%
04-19-2017	99.19%
04-18-2017	99.41%
	99.13%

The current permit expires 06/01/2017

Discharge Limitations

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

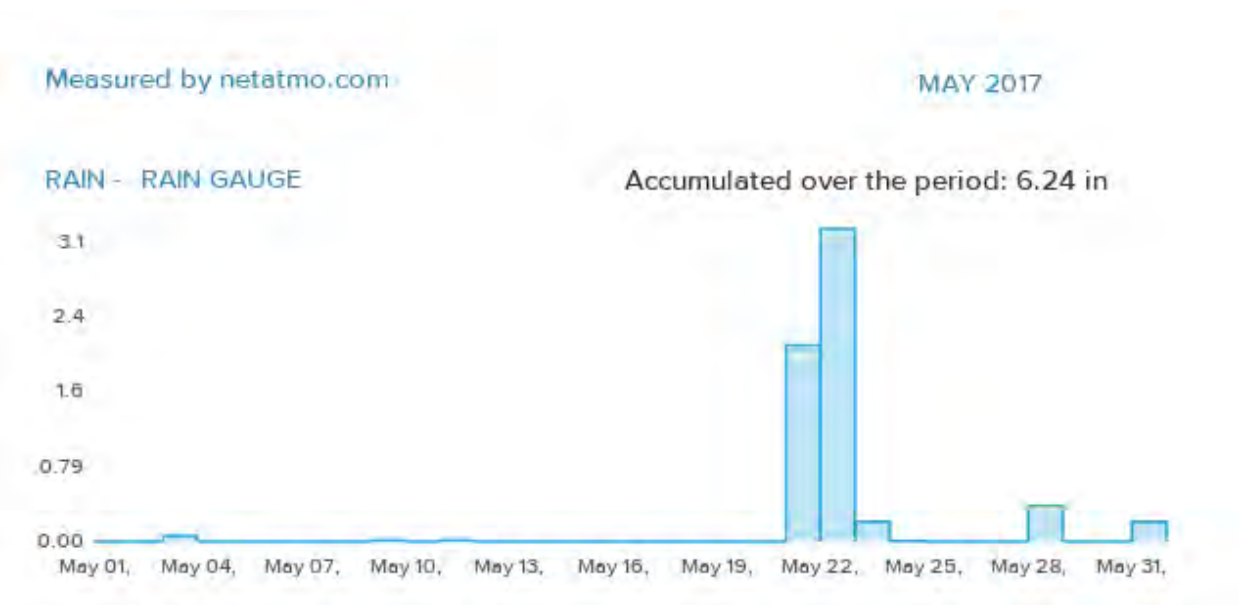
Effluent

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

Buffalo Springs WWTP Effluent Monitoring Report

Effluent Permitted Values	Parameter		Measured	Excursion
Average Monthly T.S.S.	15	MGD	5.39	no
Average Monthly NH3	2	mg/l	.15	no
Minimal CL2 Residual	1	mg/l	1.05	no
Max CL2 Residual	4	mg/l	3.33	no
Rainfall for the Month	⚡		6.24	inches

There were no excursions for the month of May

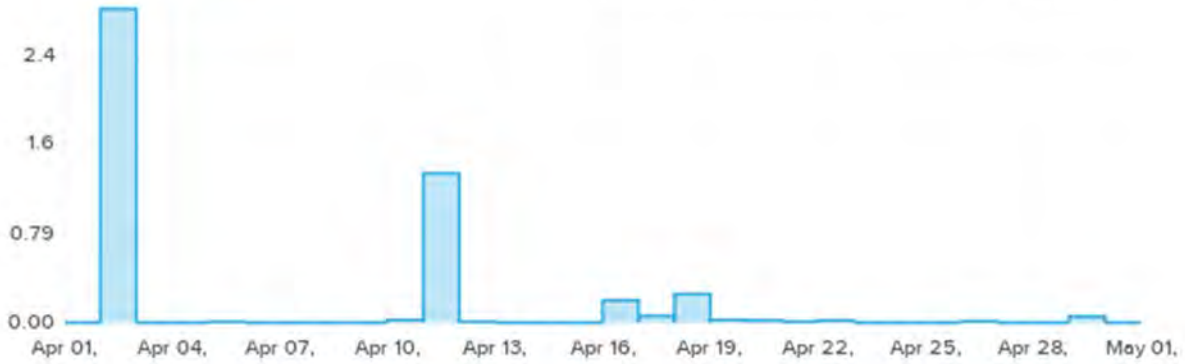


Measured by netatmo.com

APR 2017

RAIN - RAIN GAUGE

Accumulated over the period: 4.78 in



Water Report

04/18/2017-05/18/2017

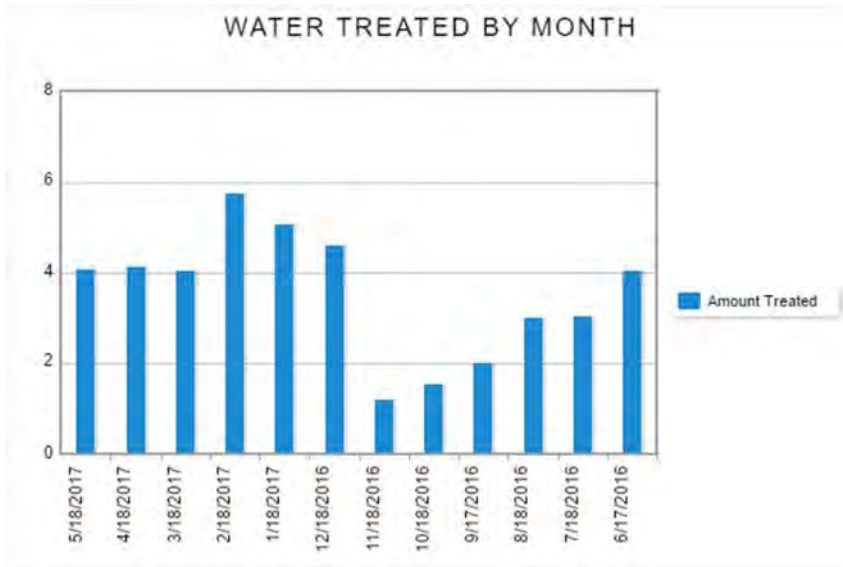
Well Name	City Recorded	GULF Recorded	% of Total	Rating g/Day	g/pMonth
Well 2	4.220	4.220	45.4%	0.864	25.92
Well 3	2.080	2.080	22.4%	0.864	25.92
Well 4	2.986	2.986	32.2%	2.160	64.80
Total	9.286	9.286	100.00%	3.888	116.64
Flushing	.250	.250			
Subtotal	9.036	9.036			
Sold	8.721	8.721			
Percentage Accounted	97%	97%			

Well Motor Run Times

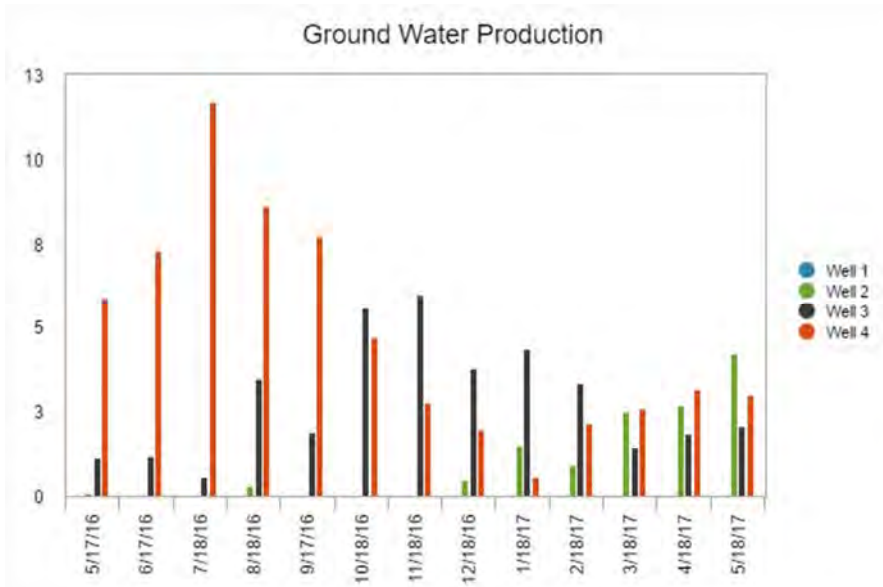
Well Name	Total Hrs	% Total	Peak Day
2	139.6	55.7%	05/11/2017
3	71.0	28.3%	05/18/2017
4	40.1	16.0%	05/07/2017
Total	250.7	100%	

WATER PRODUCTION

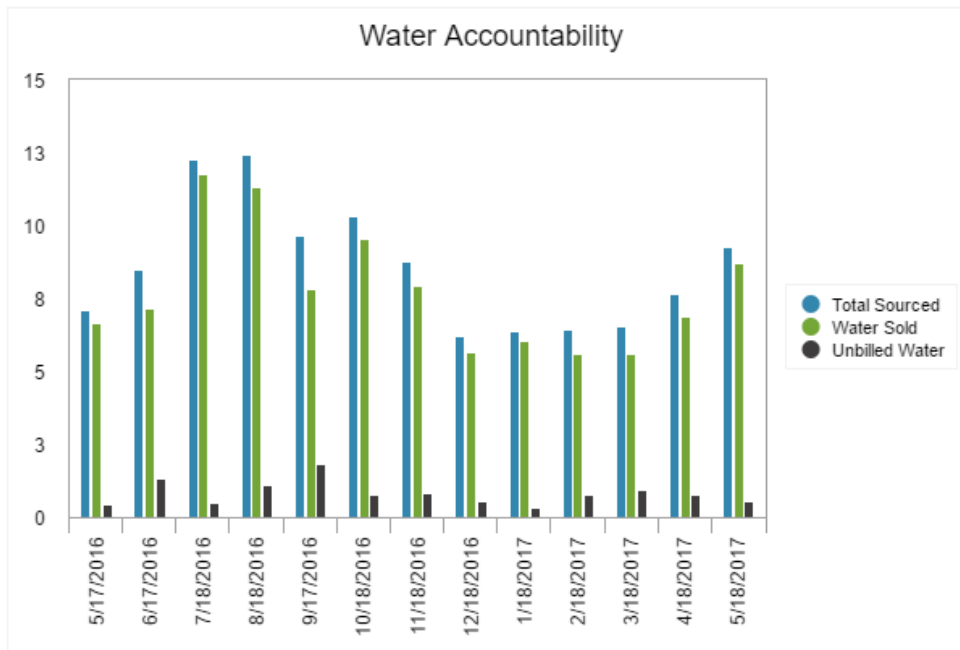
Connections	
School	7
Commercial Inside	90
Commercial Outside	1
Residential Inside	383
Residential Outside	24
Church	10
City	16
Hydrant	5
Irrigation	49
Total	585



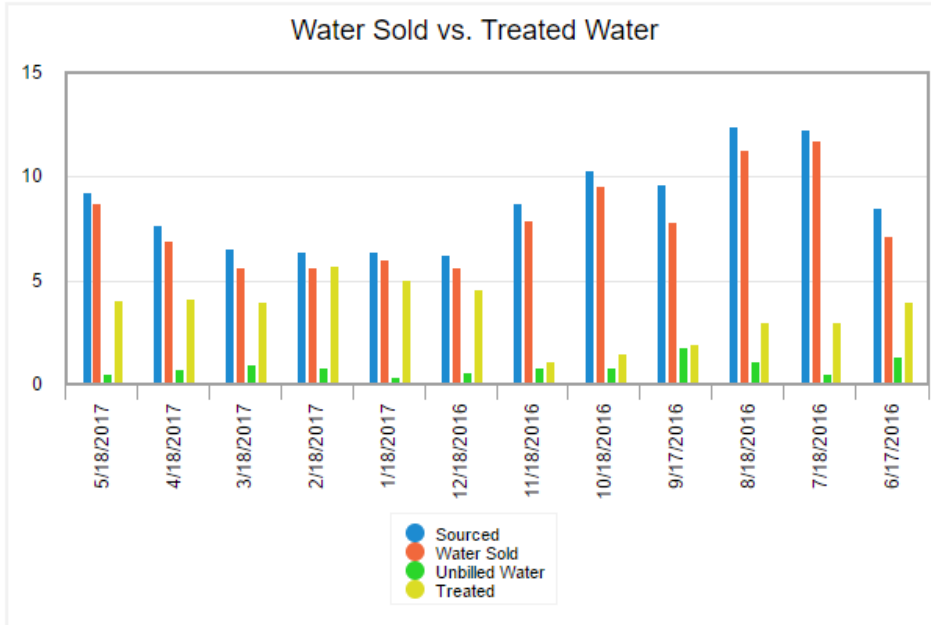
MONTH ▼	FLOW	RAIN (INCHES)
5/18/17	4.058	6.240
4/18/17	4.115	4.780
3/18/17	4.022	1.420
2/18/17	5.736	3.900
1/18/17	5.040	4.540
12/18/16	4.601	5.800
11/18/16	1.164	5.390
10/18/16	1.515	0.560
9/17/16	1.986	6.430
8/18/16	2.980	5.160
7/18/16	3.012	3.940
6/17/16	4.021	5.670
5/17/16	3.409	14.500
AVERAGE		5.213
TOTAL		151.180



DATE ▼	TOTAL	WELL 1	WELL 2	WELL 3	WELL 4
AVG	8.274	0.000	0.721	2.670	4.884
5/18/17	9.286	0.000	4.220	2.080	2.986
4/18/17	7.686	0.000	2.665	1.865	3.156
3/18/17	6.571	0.000	2.489	1.465	2.617
2/18/17	6.418	0.000	0.916	3.340	2.162
1/18/17	6.407	0.000	1.476	4.341	0.590
12/18/16	6.228	0.000	0.486	3.769	1.973
11/18/16	8.770	0.000	0.020	5.976	2.774
10/18/16	10.342	0.000	0.036	5.576	4.730
9/17/16	9.649	0.000	0.028	1.873	7.748
8/18/16	12.432	0.000	0.304	3.482	8.646
7/18/16	12.284	0.000	0.013	0.577	11.694
6/17/16	8.522	0.000	0.026	1.179	7.317
5/17/16	7.107	0.000	0.073	1.137	5.897
TOTAL	231.676	0.000	20.189	74.749	136.738



DATE ▼	TOTAL SOURCED	WATER SOLD	UNBILLED WATER	FLUSHING/LEAKS	UNACCOUNTED	ACCTBLTY
5/18/17	9.286	8.721	0.565	0.250	0.315	97%
4/18/17	7.686	6.910	0.776	0.467	0.309	96%
3/18/17	6.571	5.626	0.945	0.910	0.035	99%
2/18/17	6.418	5.626	0.792	0.421	0.371	94%
1/18/17	6.407	6.064	0.343	0.160	0.183	97%
12/18/16	6.228	5.653	0.575	0.433	0.142	98%
11/18/16	8.770	7.930	0.840	0.411	0.429	95%
10/18/16	10.342	9.541	0.801	0.295	0.506	95%
9/17/16	9.649	7.840	1.809	0.090	1.719	82%
8/18/16	12.432	11.315	1.117	0.466	0.651	95%
7/18/16	12.284	11.764	0.520	0.225	0.295	98%
6/17/16	8.522	7.194	1.328	1.199	0.129	98%
5/17/16	7.107	6.686	0.421	0.380	0.041	99%



DATE ▼	SOURCED	WATER SOLD	UNBILLED WATER	TREATED WATER	RETURN %	RAIN
5/18/17	9.286	8.721	0.565	4.058	47%	6.240
4/18/17	7.686	6.910	0.776	4.115	60%	4.780
3/18/17	6.571	5.626	0.945	4.022	71%	1.420
2/18/17	6.418	5.626	0.792	5.736	102%	3.900
1/18/17	6.407	6.064	0.343	5.04	83%	4.540
12/18/16	6.228	5.653	0.575	4.601	81%	5.800
11/18/16	8.770	7.930	0.840	1.164	15%	5.390
10/18/16	10.342	9.541	0.801	1.515	16%	0.560
9/17/16	9.649	7.840	1.809	1.986	25%	6.430
8/18/16	12.432	11.315	1.117	2.98	26%	5.160
7/18/16	12.284	11.764	0.520	3.012	26%	3.940
6/17/16	8.522	7.194	1.328	4.021	56%	5.670



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

June 21, 2017

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

Re: Engineering Report
Council Meeting: June 27, 2017
City of Montgomery

Dear Mayor and Council:

The following information summarizes our activities on your behalf since the May 23, 2017 Council Meeting:

Status of Previously Authorized Projects:

a) Joint Mobility Study

We met with City Staff on May 31st and we are scheduling a meeting with Precincts 1 and 2 to review and discuss their comments to the Joint Mobility Study. A formal presentation of the study will be made to City Council in July 2017.

b) TPDES Wastewater Treatment Plant Permit Renewals

We have submitted comments to the draft TPDES permits for both wastewater treatment plants and are awaiting receipt of final drafts.

c) Gardner Drive Public Road, Public Waterline, Public Sanitary Sewer, and Public Storm Sewer (Texas Capital Fund Grant)

The contractor is addressing the punch list items identified at the final inspection held on March 22nd. Once all punch list items are addressed we will recommend final payment and the City accept the infrastructure.

d) Pizza Shack Water and Sanitary Sewer Extension (Texas Capital Fund Grant)

The project is complete. All punch list items identified at the final inspection held on May 25th have been addressed. We are preparing the final project documents.

e) Buffalo Springs Drive Bridge Repair (FEMA)

We met with representatives from FEMA and Congressman Kevin Brady's office on June 20th to further discuss the project scope and the outstanding items needed for approval. FEMA requested an additional analysis be performed and additional documentation be provided. We are completing the requested analysis and gathering the additional documentation to provide to FEMA.

Status of Previously Authorized Projects (cont.):**f) Flagship Boulevard Pavement Repair (FEMA)**

Enclosed under separate cover is a letter to council regarding the receipt of bids for the Flagship Boulevard Pavement Repair.

Agenda Item – Consideration and possible action regarding award and execution of construction contract documents for Flagship Boulevard Pavement Repair.

g) Heritage Place Medical Center 12" Waterline Replacement

At the June 13th meeting of the City Council, the contract was awarded to Statewide Services based on their low alternate bid in the amount of \$97,706.50. We are waiting for the contractor to return executed contracts.

h) Houston Street Widening and Rehabilitation

It is our understanding the developer's engineer has received TxDOT approval on the plans for the Houston Street widening and rehabilitation. We provided comments to the plans on June 5th.

i) Water Plant No. 3 Emergency Generator Refurbishing

The work has been completed.

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

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

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

As a reminder, this project will be included as an alternate bid item in the Buffalo Springs Drive Bridge Repair project.

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

As a reminder, this project is included in the TWDB Drinking Water State Revolving Fund ("DWSRF") loan. We expect to complete the design and receive plan approval in October 2017 and we expect construction to begin in December 2017.

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

As a reminder, this project is included in the TWDB DWSRF loan. We expect to complete the design and receive plan approval in November 2017 and we expect construction to begin in January 2018.

Status of Previously Authorized Projects (cont.):

- n) **Sanitary Sewer System Analysis and Master Plan – CP No. 3b – Lift Station No. 1 Replacement**
As a reminder, this project is included in the TWDB Clean Water State Revolving Fund (“CWSRF”) loan. We plan to begin design of the project once an agreement is reached with the neighboring property owner regarding the relocation of the lift station, the construction of a gravity sanitary sewer line, and acquiring additional property for the City’s Stewart Creek Wastewater Treatment Plant. Upon reaching a decision it will take approximately 6 months to complete the design and receive approvals.
- o) **Sanitary Sewer System Analysis and Master Plan – CP No. 10 – Lift Station No. 3 Force Main Re-Route**
As a reminder, this project is included in TWDB CWSRF loan. We expect to complete the design and receive plan approval in August 2017 and we expect construction to begin in October 2017.
- p) **FM 149 Sanitary Sewer Cleaning and Televising**
As a reminder, at the June 13th meeting of the City Council, we were authorized to prepare a bid package and solicit bids for the cleaning and televising of the sanitary sewer line along FM 149 from FM 1097 to SH-105. We plan to present bids at the July 11th meeting of the City Council.
- q) **Water Plant Inspections**
Enclosed under separate cover is a letter to City Council regarding the annual inspection of the City’s water plant facilities.

Agenda Item – Consideration and possible action regarding authorization for the City Engineer to complete the annual inspection of the City’s water plant facilities.

Plan/Plat Reviews: The following plan and plat reviews are in progress.

- a) **Plan Reviews**
- i. **Buffalo Springs Shopping Center, Phase II-Drainage and Paving Facilities** – We did not receive revised plans this month.
 - ii. **Buffalo Springs Shopping Center, Phase II-Public Water and Sanitary Sewer** – We reviewed and approved revisions to the approved plans on June 21st.
 - iii. **Hills of Town Creek, Section 3** – We returned plan review comments on June 5th.
 - iv. **Lake Creek Village, Section 3** – We received a revised submission and are prepared to return approved drawings upon receiving approval by the Planning & Zoning Commission and City Council.

Agenda Item – Consideration and possible action regarding Construction Plans for Lake Creek Village, Section 3.



Plan/Plat Reviews (cont.):

- v. **Living Savior Lutheran Church** – We returned plan review comments on June 5th.
- vi. **Montgomery First (KenRoc)** – We received a revised submission and have identified minor comments to be addressed. We recommend the Planning & Zoning Commission and City Council conditionally approve the construction plans subject to the outstanding minor comments being addressed.

Agenda Item – Consideration and possible action regarding Construction Plans and Final Plat for Montgomery First (KenRoc).

- vii. **Villas of Mia Lago, Section Two** – We expect to receive revisions to the approved plans soon.

b) Plat Reviews

- i. **Villas of Mia Lago, Section Two** – We are prepared to approve the final plat once all comments have been addressed.
- ii. **Montgomery First (KenRoc)** - We received a revised submission and have identified minor comments to be addressed. We recommend the Planning & Zoning Commission and City Council conditionally approve the plat subject to the outstanding minor comments being addressed.

Agenda Item – Consideration and possible action regarding Construction Plans and Final Plat for Montgomery First (KenRoc).

Meetings and Ongoing Activities:

- a) **Lone Star Bend Extension and Bois D' Arc Bend Rehabilitation** – It is our understanding Montgomery County has awarded the project to Smith & Co. and is in the process of preparing construction contracts. It is our understanding the schedule for this project includes 30 days to prepare contracts following the bid opening date, June 9th, 30 days to hold a pre-construction meeting after contracts have been executed, and an additional 10 days to allow the contractor to mobilize on site.
- b) **Lone Star Parkway (East) Improvements** –Montgomery County will hold a pre-construction meeting with the contractor (Smith & Co.) on June 28th, and the contractor plans to mobilize on the site July 5th.

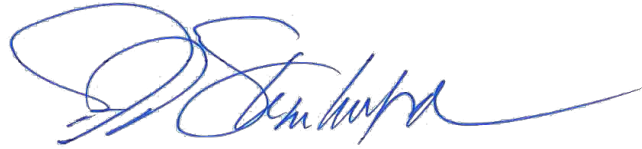


Meetings and Ongoing Activities (cont.):

- c) **Texas General Land Office Disaster Relief Funding** – As a reminder, The Texas General Land Office (“GLO”) has allocated approximately \$23 million to Montgomery County to fund projects related to the 2016 flooding disasters. Montgomery County has prepared a method of distribution (“MOD”) for a portion of the funds to go to the local municipalities. Per the draft MOD, the City is expected to receive a grant of approximately \$2,280,000. The Montgomery County Commissioners Court will review and take action on the MOD at their meeting on June 27th. Subject to the Commissioners’ approval, the MOD will be submitted to the state for approval.
- d) **Plez Morgan Drive Repair and Resurfacing** – As a reminder, the project information has been submitted to FEMA for approval for funding.
- r) **TxDOT FM 149 Widening**
We met with representatives from TxDOT on May 31st to discuss the potential utility conflicts with TxDOT’s proposed improvements project along FM 149 from FM-1097 to SH-105. The City requested TxDOT coordinate a meeting with the affected property owners to discuss the impacts to their properties. TxDOT has not yet scheduled the meeting. As a reminder, TxDOT plans to advertise for bids in November 2017.
- e) **West Side at the Park** – We provided comments to the as-built drawings and requested additional information on May 3rd. Once all comments and punch list items are addressed we will recommend the City accept the infrastructure.
- f) **The Montgomery Shoppes** – We met with City Staff, the developer, and his engineer to further discuss the City’s desire for additional land at the wastewater treatment plant, and the relocation of existing easements, sanitary sewer lines, and Lift Station No. 1. It is our understanding the developer plans to make a presentation to City Council in July.
- g) **McCoy’s Offsite Sanitary Sewer Extension** – The installation of the offsite sanitary sewer line has been completed and we are scheduling a final inspection.
- h) **Weekly Operations Conference Call** – We continue hosting a weekly conference call with representatives from Gulf Utility Service, Inc. and City Staff. Items of note discussed during the previous month included warranty repair of Cooling Tower Fan Motor No. 1 at Water Plant No. 3, and incoming current imbalance affecting well operation at Water Plant No. 2.

Please contact Chris Roznovsky or myself if you have any questions.

Sincerely,



Ed Shackelford, PE
Engineer for the City

EHS/cvr:kmf

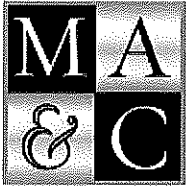
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Enclosures: N/A

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

**CITY OF MONTGOMERY
ACCOUNT BALANCES
For Meeting of June 27, 2017**

	<u>CHECKING ACCT BALANCES</u>	<u>PRIOR MONTH END INVESTMENTS</u>	<u>TOTAL FUNDS AVAILABLE</u>
<u>GENERAL FUNDS</u>			
OPERATING FUND #1017375	\$ 549,458.41		\$ 549,458.41
TEMP GRANT FUNDS - COPS UNIVERSAL #103289	\$ 10.00		\$ 10.00
ESCROW FUND #1025873	\$ -		\$ -
PARK FUND #7014236	\$ -		\$ -
POLICE DRUG & MISC FUND #1025675	\$ 10,675.64		\$ 10,675.64
INVESTMENTS - GENERAL FUND		\$ 300,000.00	\$ 300,000.00
TEXPOOL - GENERAL FUND # 00003		\$ 204,403.54	\$ 204,403.54
TEXPOOL - RESERVE FUND # 00005		\$ -	\$ -
TOTAL GENERAL FUND	\$ 560,144.05	\$ 504,403.54	\$ 1,064,547.59
<u>CONSTRUCTION FUND</u>			
BUILDING FUND #1058528	\$ -		\$ -
CONSTRUCTION ACCOUNT #1058544	\$ 519.58		\$ 519.58
TEXPOOL - CONST # 00009		\$ 571.24	\$ 571.24
INVESTMENTS - CONSTRUCTION		\$ -	\$ -
TOTAL CONSTRUCTION FUND	\$ 519.58	\$ 571.24	\$ 1,090.82
<u>DEBT SERVICE FUND</u>			
DEBT SERVICE FUND #7024730	\$ 81,744.80		\$ 81,744.80
TEXPOOL DEBT SERVICE # 00008	\$ -	\$ 24,338.65	\$ 24,338.65
TOTAL DEBT SERVICE FUND	\$ 81,744.80	\$ 24,338.65	\$ 106,083.45
<u>COURT SECURITY FUND</u> #1058361	\$ 4,749.63	\$ -	\$ 4,749.63
<u>COURT TECHNICAL FUND</u> #1058361	\$ 25,302.91	\$ -	\$ 25,302.91
<u>GRANT FUND</u>			
HOME GRANT ACCOUNT #1059104	\$ 10.00		\$ 10.00
GRANT ACCOUNT #1048479	\$ 287.74		\$ 287.74
TOTAL GRANT FUND	\$ 297.74	\$ -	\$ 297.74
<u>HOTEL OCCUPANCY TAX FUND</u> #1025253	\$ 9,399.90	\$ -	\$ 9,399.90
<u>MEDC</u>			
CHECKING ACCOUNT #1017938	\$ 310,689.31		\$ 310,689.31
TEXPOOL - MEDC # 00003		\$ 234,575.05	\$ 234,575.05
INVESTMENTS - MEDC		\$ 250,000.00	\$ 250,000.00
TOTAL MEDC	\$ 310,689.31	\$ 484,575.05	\$ 795,264.36
<u>POLICE ASSET FORFEITURES</u> #1047745	\$ 4,272.25		\$ 4,272.25
<u>UTILITY FUND</u>			
UTILITY FUND #1017383	\$ 404,243.89		\$ 404,243.89
CUSTOMER DEPOSITS FUND #1017417	\$ -		\$ -
WATER WORKS & SAN SEWER #7013840	\$ -		\$ -
TEXPOOL - UTILITY FUND # 00002		\$ 17,930.20	\$ 17,930.20
TOTAL UTILITY FUND	\$ 404,243.89	\$ 17,930.20	\$ 422,174.09
TOTAL ALL FUNDS	\$ 1,401,364.06	\$ 1,031,818.68	\$ 2,433,182.74
INVESTMENTS			
TEXPOOL - GENERAL FUND			\$ 204,403.54
INVESTMENTS - GENERAL FUND			\$ 300,000.00
TEXPOOL - CONST # 00009			\$ 571.24
TEXPOOL - DEBT SERVICE # 00008			\$ 24,338.65
TEXPOOL - MEDC			\$ 234,575.05
INVESTMENTS - MEDC			\$ 250,000.00
TEXPOOL - UTILITY			\$ 17,930.20
TOTAL ALL INVESTMENTS			\$ 1,031,818.68



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

City of Montgomery

Bookkeeper's Report

June 27, 2017

City of Montgomery
Account Balances

As of June 21, 2017

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Fund: Operating					
Certificates of Deposit					
GREEN BANK (XXXX4168)	04/12/2017	07/11/2017	0.40 %	100,000.00	
ALLEGIANCE BANK (XXXX3545)	05/12/2017	08/10/2017	0.45 %	100,000.00	
GREEN BANK (XXXX0365)	06/19/2017	12/18/2017	0.55 %	100,000.00	
Money Market Funds					
TEXPOOL (XXXX0003)	08/01/2005		0.76 %	204,403.54	
Checking Account(s)					
FIRST BANK N.A. (XXXX7375)			0.00 %	549,458.41	Checking Account
FIRST BANK N.A. (XXXX5675)			0.00 %	10,675.64	Police Drug & Misc Fund
FIRST BANK N.A. (XXXX5873)			0.00 %	0.00	Escrow
FIRST BANK N.A. (XXXX2895)			0.00 %	10.00	COPS Universal Award
FIRST BANK N.A. (XXXX4236)			0.00 %	0.00	Park
Totals for Operating Fund:				\$1,064,547.59	
Fund: Capital Projects					
Money Market Funds					
TEXPOOL (XXXX0009)	12/27/2012		0.76 %	571.24	
Checking Account(s)					
FIRST BANK N.A. (XXXX8528)			0.00 %	0.00	Building Fund
FIRST BANK N.A. (XXXX8544)			0.00 %	519.58	Const Ckg-W&S Proj 1058544
Totals for Capital Projects Fund:				\$1,090.82	
Fund: Debt Service					
Money Market Funds					
TEXPOOL (XXXX0008)	12/27/2012		0.76 %	24,338.65	
Checking Account(s)					
FIRST BANK N.A. (XXXX4730)			0.00 %	81,744.80	Checking Account
Totals for Debt Service Fund:				\$106,083.45	
Fund: CT Security					
Checking Account(s)					
FIRST BANK N.A. (XXXX0580)			0.00 %	4,749.63	Cash in Bank
Totals for CT Security Fund:				\$4,749.63	
Fund: CT Tech					
Checking Account(s)					
FIRST BANK N.A. (XXXX8361)			0.00 %	25,302.91	Cash In Bank
Totals for CT Tech Fund:				\$25,302.91	
Fund: Grant					
Checking Account(s)					
FIRST BANK N.A. (XXXX8479)			0.00 %	287.74	Grant Account
FIRST BANK N.A. (XXXX9104)			0.00 %	10.00	Checking Account
Totals for Grant Fund:				\$297.74	

City of Montgomery
Account Balances

As of June 21, 2017

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Fund: Hotel Occupancy Tax					
Checking Account(s)					
FIRST BANK N.A. (XXXX5253)			0.00 %	9,399.90	Cash In Bank
Totals for Hotel Occupancy Tax Fund:				\$9,399.90	
Fund: MEDC					
Certificates of Deposit					
ALLEGIANCE BANK (XXXX2047)	05/21/2017	12/17/2017	0.55 %	100,000.00	
ICON BANK (XXXX7731)	01/27/2017	01/27/2018	0.90 %	150,000.00	
Money Market Funds					
TEXPOOL (XXXX0006)	08/01/2005		0.76 %	234,575.05	
Checking Account(s)					
FIRST BANK N.A. (XXXX7938)			0.00 %	310,689.31	MEDC Checking
Totals for MEDC Fund:				\$795,264.36	
Fund: Policy Asset Forfeiture					
Checking Account(s)					
FIRST BANK N.A. (XXXX7745)			0.00 %	4,272.25	Cash In Bank
Totals for Policy Asset Forfeiture Fund:				\$4,272.25	
Fund: Utility					
Money Market Funds					
TEXPOOL (XXXX0002)	08/01/2005		0.76 %	17,930.20	
Checking Account(s)					
FIRST BANK N.A. (XXXX7383)			0.00 %	404,243.89	Water & Sewer Fund
FIRST BANK N.A. (XXXX7417)			0.00 %	0.00	Customer Deposit Acct
FIRST BANK N.A. (XXXX3840)			0.00 %	0.00	Water Works
Totals for Utility Fund:				\$422,174.09	
Grand total for City of Montgomery:				\$2,433,182.74	

City of Montgomery - General
Cash Flow Report - Checking Account

As of June 21, 2017

Num	Name	Memo	Amount	Balance
BALANCE AS OF 05/20/2017				\$679,507.92
Receipts				
	Due from Utility Thru 4/17		50,302.02	
	Ct. Security Admin Tsf thru 3/17		1,700.00	
	Tax Revenue CL 5/17		4,228.91	
	Tax Revenue OS 5/17		1,536.36	
	Tax P&I CL 5/17		1,013.89	
	Miscellaneous Revenue CL 5/17		63,466.65	
	Misc Revenue OS 5/17		3,774.50	
	Court Revenue CL 6/17		41,844.60	
	Court Revenue OS 5/17		6,179.20	
	Cost of Issuance-2017a&b		2,820.00	
	Interest		14.20	
	Sales Tax Revenue 6/9/17		153,336.53	
Total Receipts				330,216.86
Disbursements				
27191	Daspit, Laurence F	Payroll - 05.26.2017	(133.91)	
27192	Office of the Attorney General	0012541428, 0012011313, 0013412154, 001180485	(2,398.91)	
27193	Card Service Center	First Financial Credit Card Account XXXX 0869 -	(2,842.14)	
27194	GTIN	Fee per service agreement for 6/17 - 6175	(3,135.00)	
27195	Home Depot Credit Services	Acct # ***-4458 Inv 1011350, 8011772,5091314,4	(1,323.31)	
27196	Jones & Carter, Inc	246980,246671,70,248399,91,94,246663	(19,895.50)	
27197	Montgomery County News	2017 Graduation - Inv 12109	(150.00)	
27198	Rick Hanna, CBO	17060,61	(5,407.25)	
27199	Star Hand Car Wash, Inc.	Public Works Pick Up - Bumper to Bumper Detail	(80.00)	
27200	Thomas Printing & Publishing	1,000 - Court Doc Jackets - Inv 8634	(316.07)	
27201	Valero Marketing & Supply Company	Acct #62249487 - Fuel 4/16-5/14/17 (police)	(2,240.80)	
27202	A & A Plants and Produce	1 Red Bud Tree = Sales Slip 1851	(47.50)	
27203	CJIS Solutions	Soft Token for Smartphone/Device Inv 2017-1529	(78.00)	
27204	Dog Waste Depot	Dog Waste Bags for Parks - Inv 158535	(91.98)	
27205	Entergy	Part Utilities per spreadsheet - 5/17	(462.17)	
27206	Ger Nay Pest Control	Pest control #12003	(72.00)	
27207	Innovative Outdoors	Mowing Contract - 5/17	(6,666.67)	
27208	Montgomery Central Appraisal District	Share Funding 3rd Qtr Fees 2017	(1,608.00)	
27209	Municipal Accounts & Consulting, L.P.	Bookkeeping 5/17 Inv 46934	(7,119.98)	
27210	Perdue, Brandon, Fielder, Collins, & Mott	Collections-Fines and Fees - 3/17-4/17	(6,357.48)	
27211	Personalized Communications, Inc.	Answering Service - 6/17 - 18253-053117	(60.28)	
27212	Texas Specialties/Lone Star Signs	Uniforms Inv 11034	(1,772.00)	
27213	Thomas Lundsten	Cedar Brake Park Garden Maintenance - 5/17	(97.50)	
27214	TML-Multistate Intergovernmental	Health, Life & AD&D Insurance June 2017 - 5501	(10,893.02)	
27215	Tyler Technologies, Inc	Inv 025-191316, 025-190038	(1,632.74)	
27216	Waste Management of Texas, Inc.	Acct ID - 7-23166-83000 - Inv 5436666-1792-2	(585.45)	
27217	Weisinger Materials, Inc	Wholesale Decomposed Granite #056231	(195.00)	
27218	Wicked EFX	Public Works Uniforms #1486	(600.00)	
27219	Daspit, Laurence F	Payroll 6/9/17	(53.10)	
27220	Office of the Attorney General	0012541428, 0012011313, 0013412154, 001180485	(2,364.21)	
27221	American Law Enforcement Radar & Training	Emergency Equipment Inv 012435	(440.00)	
27222	Consolidated Communications	Telephone Service Per Spreadsheet 5/17	(888.71)	
27223	Construction Code Consultants, LLC	Commercial Building Code plan review service- #	(300.00)	
27224	Darden, Fowler & Creighton, L.L.P.	Legal Fees 5/17	(3,280.00)	
27225	Entergy	Part Utilities per spreadsheet - 5/17	(802.10)	

City of Montgomery - General
Cash Flow Report - Checking Account

As of June 21, 2017

Num	Name	Memo	Amount	Balance
Disbursements				
27226	Ewing Irrigation Products, Inc.	Cedar Brake Park - Inv 3342830,3352117, PW inv 3	(300.61)	
27227	Ger Nay Pest Control	Pest control #11989	(140.00)	
27228	Grainger	Park Supplies 9453689896	(65.52)	
27229	Iron Mountain	Document Shredding NWT1975	(104.86)	
27230	Jack Yates	Reimbursement - expense for resident rental fee fo	(280.00)	
27231	Kim Froyd	Refund Com Bldg Rental Deposit	(150.00)	
27232	LDC	CM100017 & CM100032 - Gas Service 101 Planter	(54.49)	
27233	Mike Muckleroy	Reimbursement of Travel Expense - TML Leadersh	(162.25)	
27234	Outdoor Equipment Outlet	Tools - Inv 198634	(153.98)	
27235	Rick Hanna, CBO		(4,093.75)	
27236	Robert's Tractor Repair	Steering Cylinder	(394.00)	
27237	Robert Rosenquist	Municipal Court Judge - 05/17	(1,500.00)	
27238	Sam's Club	Acct #040241083268-7 Inv 004731	(59.96)	
27239	The Mail Stop	Statement Period thru 5/19/17	(82.98)	
27240	TML-IRP	Contract #6827 - Ins Premium 6/17	(3,721.87)	
27241	Verizon Wireless	521590387-00001	(1,387.21)	
27242	TMRS	0877, 00877	(11,140.63)	
27243	James F. Napolitano	Reimburse of expenses - East Central TX Chief's	(529.03)	
27244	China Chapel	Payment of Rental for Chapel for Kim Froyd due t	(280.00)	
27245	Kevin Thompson	Reimbursement of Travel Expense	(224.00)	
27246	A & A Plants and Produce	Sales Slip 323528	(119.25)	
27247	Angela Girlinghouse	Com Bldg Dep Ref	(150.00)	
27248	Becky Lehn	Reimbursement for travel - Court Admin Seminar 6	(390.04)	
27249	City of Montgomery - Utility Fund	Water Usage @ Parks, City Hall, Com Center - 4/1	(2,219.40)	
27250	Eagle United U.S.A., Inc	Inv 47332	(754.25)	
27251	Entergy	Part Utilities per spreadsheet - 5/17	(1,127.34)	
27252	Ewing Irrigation Products, Inc.	City Hall Inv 5519105A	(59.89)	
27253	G & K Services, Inc.	Uniforms - Inv 1165846084, 52127, 58199, 64219	(476.60)	
27254	Houston Chronicle	Advertising invoices 5/17	(855.21)	
27255	Jim's Hardware	Acct #102 - Invoices - 05/17	(1,110.68)	
27256	Jones & Carter, Inc	Engineering - W5841-0024 -00 Mobility Plan #024	(5,350.00)	
27257	Kimberly Duckett	Reimbursement of Expense - Court Admin Semina	(390.04)	
27258	Krystal Gonzalez 1	Reimbursement for travel - Court Admin Seminar 6	(160.00)	
27259	Lone Star Products & Equipment, LLC	Police Equipment Inv 27561	(1,095.00)	
27260	Miller Uniforms & Emblems, Inc.	Inv 73114, 74650	(429.89)	
27261	Monica Vian	CB Deposit refund	(150.00)	
27262	Northwest Pest Patrol	Mosquito fogging - 5/17	(725.00)	
27263	Pavers Supply Company	Inv 93988, 94007	(192.64)	
27264	POS Paper.com	Heavy Thermal Paper - Inv 41350	(146.79)	
27265	Solomon Electric, Inc.	Inv 11983	(267.00)	
27266	UBEO of East Texas, Inc.	Contract 8628-01 - Overage thru 5/17 Inv 493335	(496.57)	
27267	Vet Source Mobility	Inv V061217MTPD	(4,779.68)	
27268	Whitestone Printing	Business Cards-Yates Inv 2521	(48.00)	
DD	Flores, Angelina C.	Payroll - 05.26.2017	(1,391.95)	
DD	Flores, Angelina C.	Payroll - 05.26.2017	(443.53)	
DD	Bauer, Timothy M	Payroll - 05.26.2017	(1,287.06)	
DD	Belmares, Jose N.	Payroll - 05.26.2017	(1,920.92)	
DD	Bickford, Dana N	Payroll - 05.26.2017	(218.87)	
DD	Bracht, James C.	Payroll - 05.26.2017	(1,725.03)	
DD	Carswell, Christopher M	Payroll - 05.26.2017	(1,213.98)	
DD	Duckett, Kimberly T.	Payroll - 05.26.2017	(1,133.63)	
DD	Gonzalez, Krystal	Payroll - 05.26.2017	(1,160.08)	

City of Montgomery - General
Cash Flow Report - Checking Account

As of June 21, 2017

Num	Name	Memo	Amount	Balance
Disbursements				
DD	Hensley, Susao L.	Payroll - 05.26.2017	(1,525.85)	
DD	Hernandez, George J.	Payroll - 05.26.2017	(1,049.97)	
DD	Kohl, Julie J	Payroll - 05.26.2017	(192.48)	
DD	Kowarsch, Robert D	Payroll - 05.26.2017	(133.91)	
DD	Lehn, Rebecca L.	Payroll - 05.26.2017	(1,825.13)	
DD	Muckleroy, Micha D.	Payroll - 05.26.2017	(1,763.86)	
DD	Napolitano, James F	Payroll - 05.26.2017	(2,523.35)	
DD	Raica, Carol D	Payroll - 05.26.2017	(119.61)	
DD	Rather, Regina S.	Payroll - 05.26.2017	(187.47)	
DD	Redman, Leslie A.	Payroll - 05.26.2017	(1,162.26)	
DD	Riley, James A.	Payroll - 05.26.2017	(1,636.60)	
DD	Rosario III, Miguel A.	Payroll - 05.26.2017	(1,346.30)	
DD	Rosendo, Jose A	Payroll - 05.26.2017	(1,187.36)	
DD	Standifer, Eric L.	Payroll - 05.26.2017	(1,410.35)	
DD	Thomas, Ryan A	Payroll - 05.26.2017	(1,316.69)	
DD	Thompson, Kevin A.	Payroll - 05.26.2017	(725.19)	
DD	Yates, Jack R	Payroll - 05.26.2017	(3,250.79)	
DD	Bauer, Timothy M	Payroll 6/9/17	(1,403.44)	
DD	Belmares, Jose N.	Payroll 6/9/17	(1,920.91)	
DD	Bracht, James C.	Payroll 6/9/17	(1,858.20)	
DD	Carswell, Christopher M	Payroll 6/9/17	(1,397.33)	
DD	Duckett, Kimberly T.	Payroll 6/9/17	(1,043.84)	
DD	Gonzalez, Krystal	Payroll 6/9/17	(1,111.48)	
DD	Hensley, Susan J.	Payroll 6/9/17	(1,525.86)	
DD	Hernandez, George J.	Payroll 6/9/17	(1,303.65)	
DD	Kohl, Julie J	Payroll 6/9/17	(473.70)	
DD	Kowarsch, Robert D	Payroll 6/9/17	(36.94)	
DD	Lehn, Rebecca L.	Payroll 6/9/17	(1,825.12)	
DD	Muckleroy, Micha D.	Payroll 6/9/17	(1,763.85)	
DD	Napolitano, James F	Payroll 6/9/17	(2,523.36)	
DD	Raica, Carol D	Payroll 6/9/17	(170.87)	
DD	Rather, Regina S.	Payroll 6/9/17	(202.47)	
DD	Redman, Leslie A.	Payroll 6/9/17	(1,171.79)	
DD	Riley, James A.	Payroll 6/9/17	(1,611.79)	
DD	Rosario III, Miguel A.	Payroll 6/9/17	(1,346.29)	
DD	Rosendo, Jose A	Payroll 6/9/17	(1,318.83)	
DD	Standifer, Eric L.	Payroll 6/9/17	(1,334.45)	
DD	Thomas, Ryan A	Payroll 6/9/17	(1,364.45)	
DD	Thompson, Kevin A.	Payroll 6/9/17	(902.90)	
DD	Yates, Jack R	Payroll 6/9/17	(3,250.78)	
DM	ETS Corporation	Credit Card Fees 05/17	(613.16)	
DM	Return Item	Returned Item	(215.00)	
POL	EFIPS	Payroll liabilities 5/26/17	(11,492.18)	
POL	EFIPS	Payroll Liabilities 6/9/17	(11,352.82)	
Transfer	City of Montgomery- Capital Projects	To correct Deposit error 5/17	(23,823.37)	
wire	City of Montgomery - MEDC	Sales Tax Transfer thru 3/17	(85,807.97)	
Wire	City of Montgomery - MEDC	Sales Tax Transfer thru 5/17	(76,497.79)	
Wire	City of Montgomery Court Technology Fund	Court Tech Fees Rev thru 4/30/17	(2,884.31)	
Wire	City of Montgomery Court Security Fund	Transfer of Court Fees Revenue thru 4/30/17	(2,161.91)	

City of Montgomery - General
Cash Flow Report - Checking Account

As of June 21, 2017

Num	Name	Memo	Amount	Balance
Disbursements				
Wire	City of Montgomery - Debt Service	Tax Revenue transfer thru 4/30/17	(51,994.15)	
Total Disbursements				<u>(460,266.37)</u>
BALANCE AS OF 06/21/2017				<u><u>\$549,458.41</u></u>

City of Montgomery - General
Cash Flow Report - Police Drug & Misc Fund Account
 As of June 21, 2017

Num	Name	Memo	Amount	Balance
BALANCE AS OF 05/20/2017				\$10,675.64
Receipts				
	No Receipts Activity		0.00	
Total Receipts			<u>0.00</u>	0.00
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements			<u>0.00</u>	<u>0.00</u>
BALANCE AS OF 06/21/2017				<u><u>\$10,675.64</u></u>

City of Montgomery - General
Cash Flow Report - COPS Universal Award Account
 As of June 21, 2017

Num	Name	Memo	Amount	Balance
BALANCE AS OF 05/20/2017				\$10.00
Receipts				
	No Receipts Activity		0.00	
Total Receipts			<u>0.00</u>	0.00
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements			<u>0.00</u>	<u>0.00</u>
BALANCE AS OF 06/21/2017				<u><u>\$10.00</u></u>

City of Montgomery - General Fund
Profit & Loss Budget Performance-All

Accrual Basis

May 2017

	May 17	Budget	\$ Over B...	Oct '16 - ...	YTD Bnd...	\$ Over B...	Annual B...
Ordinary Income/Expense							
Income							
14000.1 · Taxes & Franchise Fees							
14103 · Beverage Tax	175.00	0.00	175.00	5,720.78	2,000.00	3,720.78	4,000.00
14111 · Franchise Tax	5,075.77	5,833.34	-757.57	14,640.29	46,666.64	-32,026.35	70,000.00
14320 · Ad Valorem Taxes	2,961.57	37,768.00	-34,806.43	318,155.07	339,912.00	-21,756.93	339,912.00
14330 · Penalties & Interest on Adv Tax	494.89	125.00	369.89	1,691.10	2,125.00	-433.90	2,500.00
14331 · Rendition Penalties	0.00	16.67	-16.67	0.00	133.32	-133.32	200.00
14600 · Sales Tax	137,067.86	137,000.00	67.86	923,460.73	1,099,000.00	-175,539.27	1,650,000.00
Total 14000.1 · Taxes & Franchise Fees	145,775.09	180,743.01	-34,967.92	1,263,667.97	1,489,836.96	-226,168.99	2,066,612.00
14000.2 · Permits & Licenses							
14105 · Building Permits	17,067.21	10,833.34	6,233.87	126,655.26	86,666.64	39,988.62	130,000.00
14146 · Vendor Permits	0.00	8.34	-8.34	0.00	66.64	-66.64	100.00
14611 · Sign Fee	345.00	125.00	220.00	2,082.00	1,000.00	1,082.00	1,500.00
14612 · Misc Permit Fees(plats & Zoning	65.00	166.67	-101.67	2,227.66	1,333.32	894.34	2,000.00
Total 14000.2 · Permits & Licenses	17,477.21	11,133.35	6,343.86	130,964.92	89,066.60	41,898.32	133,600.00
14000.4 · Fees for Service							
14380 · Community Bldg Rental	215.00	483.34	-268.34	2,805.00	3,866.64	-1,061.64	5,800.00
14381 · Kiosk Revenue	0.00	2.50	-2.50	0.00	20.00	-20.00	30.00
14385 · Right of Way Use Fees	1,196.21	229.17	967.04	1,762.96	1,833.32	-70.36	2,750.00
Total 14000.4 · Fees for Service	1,411.21	715.01	696.20	4,567.96	5,719.96	-1,152.00	8,580.00
14000.5 · Court Fines & Forfeitures							
14101 · Collection Fees	684.99	2,000.00	-1,315.01	25,274.30	16,000.00	9,274.30	24,000.00
14102 · Asset Forfeitures	0.00	91.67	-91.67	0.00	733.32	-733.32	1,100.00
14104 · Bond Fees (Dedicated)	0.00	0.00	0.00	0.00	-500.00	500.00	-500.00
14106 · Child Belt/Safety (Dedicated)	125.00	166.67	-41.67	1,085.55	1,333.32	-247.77	2,000.00
14110 · Fines	45,325.77	41,666.67	3,659.10	364,519.85	333,333.32	31,186.53	500,000.00
14118 · OMNI	122.79	166.67	-43.88	2,076.52	1,333.32	743.20	2,000.00
14120 · State - (Dedicated)	0.00	16,666.67	-16,666.67	0.00	133,333.32	-133,333.32	200,000.00
14125 · Warrant Fees	0.00	0.00	0.00	0.00	37.50	-37.50	50.00
14126 · Judicial Efficiency (Dedicated)	155.09	166.67	-11.58	1,335.88	1,333.32	2.56	2,000.00
14130 · Accident Reports	18.00	16.67	1.33	144.00	133.32	10.68	200.00
Total 14000.5 · Court Fines & Forfeitures	46,431.64	60,941.69	-14,510.05	394,436.10	487,070.74	-92,634.64	730,850.00
14000.6 · Other Revenues							
15380 · Unanticipated Income	3,112.82			9,445.35			
15391 · Interest Income	112.87	41.67	71.20	384.38	333.32	51.06	500.00
15392 · Interest on Investments	133.40	83.34	50.06	1,172.61	666.64	505.97	1,000.00
Total 14000.6 · Other Revenues	3,359.09	125.01	3,234.08	11,002.34	999.96	10,002.38	1,500.00
15350 · Proceeds from sales	0.00	0.00	0.00	0.00	10,000.00	-10,000.00	10,000.00
15352 · Proceeds from FEMA Dissaster Re	0.00			92,796.62			
15393 · Police Grant Revenue	0.00			2,301.88			
Total Income	214,454.24	253,658.07	-39,203.83	1,899,737.79	2,082,694.22	-182,956.43	2,951,142.00
Expense							
16000 · Personnel							
16353.1 · Health Ins.	7,958.40	8,213.34	-254.94	62,873.45	65,706.64	-2,833.19	98,560.00
16353.4 · Unemployment Ins.	5.66	413.35	-407.69	78.87	3,306.60	-3,227.73	4,960.00
16353.5 · Workers Comp.	1,441.99	1,659.18	-217.19	13,820.31	13,273.28	547.03	19,910.00
16353.6 · Dental & Vision Insurance	1,083.04	950.01	133.03	6,823.58	7,599.96	-776.38	11,400.00
16353.7 · Life & AD&D Insurance	111.51	120.85	-9.34	526.96	966.60	-439.64	1,450.00
16560 · Payroll Taxes	6,952.37	6,832.52	119.85	59,797.12	54,659.92	5,137.20	81,990.00
16600 · Wages	88,070.60	86,713.34	1,357.26	673,470.10	693,706.64	-20,236.54	1,040,560.00
16600.1 · Overtime	868.96	1,625.01	-756.05	17,360.62	12,999.96	4,360.66	19,500.00
16620 · Retirement Expense	5,090.54	3,543.35	1,547.19	35,750.75	28,346.60	7,404.15	42,520.00
Total 16000 · Personnel	111,583.07	110,070.95	1,512.12	870,501.76	880,566.20	-10,064.44	1,320,850.00
16001 · Communications							

City of Montgomery - General Fund
Profit & Loss Budget Performance-All

Accrual Basis

May 2017

	May 17	Budget	\$ Over B...	Oct '16 - ...	YTD Bud...	\$ Over B...	Annual B...
16338 · Advertising/Promotion	315.29	583.34	-268.05	4,259.00	6,666.64	-2,407.64	9,000.00
Total 16001 · Communications	315.29	583.34	-268.05	4,259.00	6,666.64	-2,407.64	9,000.00
16002 · Contract Services							
16102 · General Consultant Fees	524.16	5,100.01	-4,575.85	7,888.15	40,799.96	-32,911.81	61,200.00
16220 · Omni Expense	0.00	291.67	-291.67	1,595.45	2,333.32	-737.87	3,500.00
16242 · Prosecutors Fees	450.00	958.34	-508.34	5,850.00	7,666.64	-1,816.64	11,500.00
16280 · Mowing	6,666.67	7,083.34	-416.67	51,615.02	56,666.64	-5,051.62	85,000.00
16299 · Inspections/Permits	9,501.00	4,583.34	4,917.66	50,061.83	36,666.64	13,395.19	55,000.00
16310 · Judge's Fee	1,500.00	1,500.00	0.00	12,000.00	12,000.00	0.00	18,000.00
16320 · Legal	2,040.00	3,166.67	-1,126.67	16,224.96	25,333.32	-9,108.36	38,000.00
16321 · Audit Fees	0.00	0.00	0.00	13,925.00	19,000.00	-5,075.00	19,000.00
16322 · Engineering	345.00	6,250.01	-5,905.01	46,355.25	49,999.96	-3,644.71	75,000.00
16326 · Collection Agency Fees	6,357.48	2,500.00	3,857.48	27,725.21	20,000.00	7,725.21	30,000.00
16333 · Accounting Fees	7,119.98	6,583.34	536.64	61,154.75	52,666.64	8,488.11	79,000.00
16335 · Repairs & Maintenance							
16335.1 · Maintenance - Vehicles & Equip							
16334 · Gas/Oil	63.98	2,458.34	-2,394.36	16,389.22	19,666.64	-3,277.42	29,500.00
16343 · Tractor & Mower	0.00	166.67	-166.67	30.11	1,333.32	-1,303.21	2,000.00
16357 · Auto Repairs	254.56	1,458.34	-1,203.78	13,810.29	11,666.64	2,143.65	17,500.00
16373 · Equipment repairs	1,776.31	541.67	1,234.64	4,634.35	4,333.32	301.03	6,500.00
16374 · Building Repairs-City Hall/Comm	374.86	1,541.67	-1,166.81	2,368.38	12,333.32	-9,964.94	18,500.00
16375 · Street Repairs - Minor							
16375.1 · Streets-Preventive Maintenance	0.00	1,500.00	-1,500.00	10,975.00	12,000.00	-1,025.00	18,000.00
16375 · Street Repairs - Minor - Other	0.00	1,250.00	-1,250.00	11,330.71	10,000.00	1,330.71	15,000.00
Total 16375 · Street Repairs - Minor	0.00	2,750.00	-2,750.00	22,305.71	22,000.00	305.71	33,000.00
16335.1 · Maintenance - Vehicles & Equip - O...	0.00			7.50			
Total 16335.1 · Maintenance - Vehicles & Equip	2,469.71	8,916.69	-6,446.98	59,545.56	71,333.24	-11,787.68	107,000.00
16335 · Repairs & Maintenance - Other	-10,029.83	1,775.00	-11,804.83	-4,117.30	14,200.00	-18,317.30	21,300.00
Total 16335 · Repairs & Maintenance	-7,560.12	10,691.69	-18,251.81	55,428.26	85,533.24	-30,104.98	128,300.00
16337 · Street Signs	0.00	541.67	-541.67	4,947.21	4,333.32	613.89	6,500.00
16340 · Printing & Office supplies	316.07	666.68	-350.61	3,049.26	5,333.28	-2,284.02	8,000.00
16342 · Computers/Website	3,568.02	1,233.35	2,334.67	13,979.49	9,866.60	4,112.89	14,800.00
16350 · Postage/Delivery	570.20	441.68	128.52	1,910.50	3,533.28	-1,622.78	5,300.00
16351 · Telephone	2,569.69	2,658.34	-88.65	13,772.88	21,266.64	-7,493.76	31,900.00
16360 · Tax Assessor Fees	1,608.00	0.00	1,608.00	5,046.87	4,500.00	546.87	4,500.00
16370 · Election	0.00	0.00	0.00	0.00	8,000.00	-8,000.00	16,000.00
17030 · Mobil Data Terminal	1,347.20	666.67	680.53	10,666.74	5,333.32	5,333.42	8,000.00
17031 · Police Officer Scheduling Serv	0.00	0.00	0.00	376.29	2,000.00	-1,623.71	2,000.00
17040 · Computer/Technology	1,567.50	1,166.68	400.82	11,648.41	9,333.28	2,315.13	14,000.00
17510 · State Portion of Fines/Payouts	0.00	16,666.67	-16,666.67	100,489.31	133,333.32	-32,844.01	200,000.00
Total 16002 · Contract Services	38,490.85	72,750.15	-34,259.30	515,710.84	615,499.40	-99,788.56	914,500.00
16003 · Supplies & Equipment							
16244 · Radio Fees	0.00	416.67	-416.67	420.00	3,333.32	-2,913.32	5,000.00
16328 · Uniforms & Protective Genr	1,673.41	1,333.34	340.07	9,804.14	10,666.64	-862.50	16,000.00
16358 · Copier/Fax Machine Lease	1,822.07	1,633.35	188.72	12,106.06	7,466.60	4,639.46	14,000.00
16460 · Operating Supplies (Office)							
16460.1 · Streets and Drainage	181.32	291.67	-110.35	1,493.20	2,333.32	-840.12	3,500.00
16460.2 · Cedar Brake Park	45.99	333.34	-287.35	1,847.45	2,666.64	-819.19	4,000.00
16460.3 · Homecoming Park	81.77	500.00	-418.23	348.43	4,000.00	-3,651.57	6,000.00
16460.4 · Fernland Park	177.25	250.00	-72.75	770.26	2,000.00	-1,229.74	3,000.00
16460.5 · Community Building	31.98	416.67	-384.69	1,835.67	3,333.32	-1,497.65	5,000.00
16460.6 · Tools, Etc	653.26	166.67	486.59	1,567.57	1,333.32	234.25	2,000.00
16460.7 · Memory Park	62.24	250.00	-187.76	1,524.61	2,000.00	-475.39	3,000.00
16460 · Operating Supplies (Office) - Other	945.27	1,900.01	-954.74	11,293.23	17,999.96	-6,706.73	25,600.00
Total 16460 · Operating Supplies (Office)	2,179.08	4,108.36	-1,929.28	20,680.42	35,666.56	-14,986.14	52,100.00
16503 · Code Enforcement Expenses	0.00	83.34	-83.34	0.00	666.64	-666.64	1,000.00

City of Montgomery - General Fund
Profit & Loss Budget Performance-All

Accrual Basis

May 2017

	May 17	Budget	\$ Over B...	Oct '16 - ...	YTD Bud...	\$ Over B...	Annual B...
17010 · Emergency Equipment	0.00	250.00	-250.00	0.00	2,000.00	-2,000.00	3,000.00
17050 · Radios	0.00	1,966.67	-1,966.67	22,915.29	17,133.32	5,781.97	25,000.00
17100 · Capital Purchase Furniture	0.00	0.00	0.00	6,579.43	23,200.00	-16,620.57	23,200.00
16003 · Supplies & Equipment - Other	134.24	583.34	-449.10	568.07	4,666.64	-4,098.57	7,000.00
Total 16003 · Supplies & Equipment	5,808.80	10,375.07	-4,566.27	73,073.41	104,799.72	-31,726.31	146,300.00
16004 · Staff Development							
16241 · Police Training/Education	0.00	583.34	-583.34	2,431.15	4,666.64	-2,235.49	7,000.00
16339 · Dues & Subscriptions	563.00	166.67	396.33	2,539.16	3,333.32	-794.16	4,000.00
16341 · Community Relations (Education)	529.03	266.68	262.35	703.24	2,133.28	-1,430.04	3,200.00
16354 · Travel & Training (Travel)	3,812.82	1,941.68	1,871.14	18,526.52	12,733.28	5,793.24	20,500.00
16004 · Staff Development - Other	0.00			25.00			
Total 16004 · Staff Development	4,904.85	2,958.37	1,946.48	24,225.07	22,866.52	1,358.55	34,700.00
16005 · Maintenance							
16228 · Park Maint-Memory Pk	10.71	708.34	-697.63	925.26	5,666.64	-4,741.38	8,500.00
16229 · Park Maint - Fernland	869.60	816.67	52.93	1,795.19	6,533.32	-4,738.13	9,800.00
16230 · Park Maint-Cedar Brake Park	235.00	616.67	-381.67	4,944.27	3,533.32	1,410.95	6,000.00
16231 · Park Maint. - Homecoming Park	100.67	208.34	-107.67	685.62	1,666.64	-981.02	2,500.00
Total 16005 · Maintenance	1,215.98	2,350.02	-1,134.04	8,350.34	17,399.92	-9,049.58	26,800.00
16006 · Insurance							
16353.2 · Liability Ins.	1,792.16	1,385.01	407.15	14,337.28	11,079.96	3,257.32	16,620.00
16353.3 · Property Ins.	441.49	383.35	58.14	3,531.96	3,066.60	465.36	4,600.00
Total 16006 · Insurance	2,233.65	1,768.36	465.29	17,869.24	14,146.56	3,722.68	21,220.00
16007 · Utilities							
16352.0 · Electronic Sign-City	67.21	41.67	25.54	373.31	333.32	39.99	500.00
16352.1 · Street Lights	1,189.77	1,083.34	106.43	9,198.60	8,666.64	531.96	13,000.00
16352.2 · Traffic Lights	22.64	100.00	-77.36	213.63	800.00	-586.37	1,200.00
16352.3 · Cedar Brake Park	175.81	266.67	-90.86	1,618.35	2,133.32	-514.97	3,200.00
16352.4 · Homecoming Park	95.35	100.00	-4.65	839.97	800.00	39.97	1,200.00
16352.5 · Fernland Park	326.75	258.34	68.41	2,710.99	2,066.64	644.35	3,100.00
16352.6 · Utilities - City Hall	951.16	666.67	284.49	6,430.55	5,333.32	1,097.23	8,000.00
16352.7 · Utilities - Gas	54.49	100.00	-45.51	537.95	800.00	-262.05	1,200.00
16352.8 · Utilities - Comm Center Bldg	340.44	625.00	-284.56	3,362.60	5,000.00	-1,637.40	7,500.00
16352.9 · Utilities-Memory Pk	1,553.38	1,250.00	303.38	6,076.48	10,000.00	-3,923.52	15,000.00
16007 · Utilities - Other	0.00			73.42			
Total 16007 · Utilities	4,777.00	4,491.69	285.31	31,435.85	35,933.24	-4,497.39	53,900.00
16008 · Capital Outlay							
16233 · Cap Outlay- Com Building Proj	0.00	166.67	-166.67	374.84	1,333.32	-958.48	2,000.00
17070 · Capital Outlay - Police Cars							
17070.1 · Emergency Lights, Decals	0.00	2,083.34	-2,083.34	10,169.53	16,666.64	-6,497.11	25,000.00
17070.3 · Vid Tec - In Car	0.00	1,000.00	-1,000.00	0.00	8,000.00	-8,000.00	12,000.00
17070 · Capital Outlay - Police Cars - Other	0.00	0.00	0.00	49,404.35	63,000.00	-13,595.65	63,000.00
Total 17070 · Capital Outlay - Police Cars	0.00	3,083.34	-3,083.34	59,573.88	87,666.64	-28,092.76	100,000.00
17071 · Cap Purchase - Computers/Equip							
17071.1 · Copsync	0.00	541.67	-541.67	5,483.88	4,333.32	1,150.56	6,500.00
17071.2 · Radar	0.00	333.34	-333.34	1,293.00	2,666.64	-1,373.64	4,000.00
17071.4 · Laser Fish (Software Equip)	3,489.20	0.00	3,489.20	3,489.20	1,000.00	2,489.20	1,000.00
17071.6 · Investigative and Testing Equip	0.00	0.00	0.00	0.00	3,000.00	-3,000.00	3,000.00
17071.7 · Ballistic Vests & Shields	0.00	0.00	0.00	0.00	5,000.00	-5,000.00	5,000.00
17071 · Cap Purchase - Computers/Equip - Other	41.00	1,250.00	-1,209.00	10,481.54	17,700.00	-7,218.46	22,700.00
Total 17071 · Cap Purchase - Computers/Equip	3,530.20	2,125.01	1,405.19	20,747.62	33,699.96	-12,952.34	42,200.00
17071.5 · Patrol Weapons	0.00	333.34	-333.34	0.00	2,666.64	-2,666.64	4,000.00
17072 · Capital Outlay-PWorks Items	0.00	4,233.34	-4,233.34	56,168.84	39,466.64	16,702.20	56,400.00
17080 · Capital Outlay-Improvements	0.00	833.34	-833.34	35,105.15	6,666.64	28,438.51	10,000.00
Total 16008 · Capital Outlay	3,530.20	10,775.04	-7,244.84	171,970.33	171,499.84	470.49	214,600.00

City of Montgomery - General Fund
Profit & Loss Budget Performance-All

Accrual Basis

May 2017

	May 17	Budget	\$ Over B...	Oct '16 - ...	YTD Bud...	\$ Over B...	Annual B...
16009 · Miscellaneous Expenses							
16590 · Misc. Expense	828.16	300.02	528.14	2,020.35	2,399.92	-379.57	3,600.00
Total 16009 · Miscellaneons Expenses	828.16	300.02	528.14	2,020.35	2,399.92	-379.57	3,600.00
16010 · Contingency	0.00	0.00	0.00	0.00	100.00	-100.00	100.00
16500 · Leases - Parks and Recreation							
16504 · Adams Park	0.00	3,800.00	-3,800.00	3,364.70	3,800.00	-435.30	3,800.00
Total 16500 · Leases - Parks and Recreation	0.00	3,800.00	-3,800.00	3,364.70	3,800.00	-435.30	3,800.00
17000 · Capital Purchase	24,054.00			24,054.00			
17500 · Sales Tax Rebatement	0.00	12,333.34	-12,333.34	0.00	98,666.64	-98,666.64	148,000.00
Total Expense	197,741.85	232,556.35	-34,814.50	1,746,834.89	1,974,344.60	-227,509.71	2,897,370.00
Net Ordinary Income	16,712.39	21,101.72	-4,389.33	152,902.90	108,349.62	44,553.28	53,772.00
Other Income/Expense							
Other Income							
14000.3 · Transfers In							
14620.2 · Admin Transfer from MEDC	0.00	0.00	0.00	18,750.00	18,750.00	0.00	37,500.00
14620.4 · Admin Trf from Court Security	0.00	0.00	0.00	1,700.00	1,700.00	0.00	3,400.00
Total 14000.3 · Transfers In	0.00	0.00	0.00	20,450.00	20,450.00	0.00	40,900.00
Total Other Income	0.00	0.00	0.00	20,450.00	20,450.00	0.00	40,900.00
Net Other Income	0.00	0.00	0.00	20,450.00	20,450.00	0.00	40,900.00
Net Income	16,712.39	21,101.72	-4,389.33	173,352.90	128,799.62	44,553.28	94,672.00

City of Montgomery - Capital Projects
Cash Flow Report - Const CkgW&S Proj 1058544 Account
 As of June 21, 2017

Num	Name	Memo	Amount	Balance
BALANCE AS OF 05/20/2017				\$519.58
Receipts				
	Tsf From General -To Correct Deposit made in Error 5/17/17-Krog		23,823.37	
Total Receipts				23,823.37
Disbursements				
1214	Key Construction, Inc.	Part Pay Est #4 - Kroger Project - Const of Gardne	(23,823.37)	
Total Disbursements				(23,823.37)
BALANCE AS OF 06/21/2017				\$519.58

City of Montgomery - Debt Service
Cash Flow Report - Checking Account

As of June 21, 2017

Num	Name	Memo	Amount	Balance
BALANCE AS OF 05/20/2017				\$29,749.37
Receipts				
	Transfer of Tax Rev thru 4/17		51,994.15	
	Interest		1.28	
Total Receipts			<u>51,995.43</u>	51,995.43
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements			<u>0.00</u>	<u>0.00</u>
BALANCE AS OF 06/21/2017				<u><u>\$81,744.80</u></u>

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06/23/17

Accrual Basis

**City of Montgomery - Debt Service
Profit & Loss Budget Performance
May 2017**

	<u>May 17</u>	<u>Budget</u>	<u>\$ Over ...</u>	<u>Oct '16 - ...</u>	<u>YTD Bud...</u>	<u>\$ Over ...</u>	<u>Annual ...</u>
Income							
34000 · Taxes & Franchise Fees							
34320 · Ad Valorem Taxes	2,803.70	5,500.00	-2,696.30	332,739.25	337,625.90	-4,886.65	348,091.00
34330 · Penalty & Interest	519.00	279.50	239.50	2,322.33	1,907.15	415.18	3,300.00
Total 34000 · Taxes & Franchise Fees	3,322.70	5,779.50	-2,456.80	335,061.58	339,533.05	-4,471.47	351,391.00
34100 · Transfers							
34301.4 · Transfers in-MEDC Fund	0.00	0.00	0.00	63,750.00	63,750.00	0.00	127,500.00
34301.5 · Transfers in - Utility Fund	0.00	0.00	0.00	0.00	62,800.00	-62,800.00	125,600.00
Total 34100 · Transfers	0.00	0.00	0.00	63,750.00	126,550.00	-62,800.00	253,100.00
34200 · Proceeds-Bond Series Refundings	0.00			0.00	0.00	0.00	0.00
35000 · Other Revenues							
35390 · Interest on Checking	0.00	0.00	0.00	12.03	27.83	-15.80	40.00
35391 · Interest on Investments	17.15	122.00	-104.85	101.88	972.00	-870.12	1,460.00
Total 35000 · Other Revenues	17.15	122.00	-104.85	113.91	999.83	-885.92	1,500.00
Total Income	3,339.85	5,901.50	-2,561.65	398,925.49	467,082.88	-68,157.39	605,991.00
Expense							
37000 · Debt Service							
37360 · Interest Payments On Note	0.00	0.00	0.00	8,261.25	8,261.25	0.00	46,022.91
37363 · Paying Agent Fees	0.00	0.00	0.00	250.00	1,250.00	-1,000.00	2,500.00
37365 · Interest 2012 Series Premium	0.00	0.00	0.00	98,096.88	98,096.88	0.00	193,343.76
37395 · Principal Note Payments	0.00	0.00	0.00	305,000.00	305,000.00	0.00	305,000.00
Total 37000 · Debt Service	0.00	0.00	0.00	411,608.13	412,608.13	-1,000.00	546,866.67
37370 · Expenses-Refunding Bond Act	0.00			0.00	0.00	0.00	0.00
37440 · Payment to Refunding Bond Agent	0.00			0.00	0.00	0.00	0.00
Total Expense	0.00	0.00	0.00	411,608.13	412,608.13	-1,000.00	546,866.67
Net Income	3,339.85	5,901.50	-2,561.65	-12,682.64	54,474.75	-67,157.39	59,124.33

City of Montgomery - Ct Security Fund
Cash Flow Report - Checking Account

As of June 21, 2017

Num	Name	Memo	Amount	Balance
BALANCE AS OF 05/20/2017				\$4,287.72
Receipts				
	Revenue due from General thru 4/17		2,161.91	
Total Receipts				2,161.91
Disbursements				
Transfer	City of Montgomery - General Fund	Admin Transfer 3/17	(1,700.00)	
Total Disbursements				(1,700.00)
BALANCE AS OF 06/21/2017				<u>\$4,749.63</u>

City of Montgomery - Ct Security Fund
Profit & Loss Budget Performance

Accrual Basis

May 2017

	May 17	Budget	\$ Over...	Oct '16 - ...	YTD B...	\$ Over B...	Annual ...
Ordinary Income/Expense							
Income							
84110 · Court Fines & Forfeitures							
84110.1 · Court Security Fees	688.34	458.34	230.00	5,404.69	3,666.64	1,738.05	5,500.00
Total 84110 · Court Fines & Forfeitures	688.34	458.34	230.00	5,404.69	3,666.64	1,738.05	5,500.00
84120 · Other Revenues							
84120.1 · Interest Income	0.00	0.42	-0.42	1.18	3.32	-2.14	5.00
Total 84120 · Other Revenues	0.00	0.42	-0.42	1.18	3.32	-2.14	5.00
Total Income	688.34	458.76	229.58	5,405.87	3,669.96	1,735.91	5,505.00
Expense							
86000 · Contracted Services							
86463 · Cap Outlay - Bldg Sec Equip	0.00			16,770.00			
Total 86000 · Contracted Services	0.00			16,770.00			
86005 · Miscellaneous Expenses	0.00	100.00	-100.00	0.00	600.00	-600.00	1,000.00
Total Expense	0.00	100.00	-100.00	16,770.00	600.00	16,170.00	1,000.00
Net Ordinary Income	688.34	358.76	329.58	-11,364.13	3,069.96	-14,434.09	4,505.00
Other Income/Expense							
Other Expense							
86560 · Interfund Transfers							
86551 · Baliff Transfer to General Fund	0.00	0.00	0.00	1,700.00	1,700.00	0.00	3,400.00
Total 86560 · Interfund Transfers	0.00	0.00	0.00	1,700.00	1,700.00	0.00	3,400.00
Total Other Expense	0.00	0.00	0.00	1,700.00	1,700.00	0.00	3,400.00
Net Other Income	0.00	0.00	0.00	-1,700.00	-1,700.00	0.00	-3,400.00
Net Income	<u>688.34</u>	<u>358.76</u>	<u>329.58</u>	<u>-13,064.13</u>	<u>1,369.96</u>	<u>-14,434.09</u>	<u>1,105.00</u>

City of Montgomery - Ct Tech Fund
Cash Flow Report - Checking Account
 As of June 21, 2017

Num	Name	Memo	Amount	Balance
BALANCE AS OF 05/20/2017				\$25,302.71
Receipts				
	Interest		0.20	
Total Receipts			<u>0.20</u>	0.20
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements			<u>0.00</u>	<u>0.00</u>
BALANCE AS OF 06/21/2017				<u><u>\$25,302.91</u></u>

City of Montgomery - Ct Tech Fund
Actual to Budget Performance
May 2017

Accrual Basis

	<u>May 17</u>	<u>Budget</u>	<u>\$ Ove...</u>	<u>Oct '16...</u>	<u>YTD B...</u>	<u>\$ Over ...</u>	<u>Annual...</u>
Ordinary Income/Expense							
Income							
74100 · Court Fines and Forfeitures							
74110 · Court Technology Fees	921.82	500.00	421.82	7,218.41	4,000.00	3,218.41	6,000.00
Total 74100 · Court Fines and Forfeitures	<u>921.82</u>	<u>500.00</u>	<u>421.82</u>	<u>7,218.41</u>	<u>4,000.00</u>	<u>3,218.41</u>	<u>6,000.00</u>
74200 · Other Revenues							
74291 · Interest Income	0.20	0.17	0.03	2.08	1.32	0.76	2.00
Total 74200 · Other Revenues	<u>0.20</u>	<u>0.17</u>	<u>0.03</u>	<u>2.08</u>	<u>1.32</u>	<u>0.76</u>	<u>2.00</u>
Total Income	<u>922.02</u>	<u>500.17</u>	<u>421.85</u>	<u>7,220.49</u>	<u>4,001.32</u>	<u>3,219.17</u>	<u>6,002.00</u>
Expense							
76200 · Contract Services							
76362 · Computer/Website Services	0.00	0.00	0.00	0.00	2,400.00	-2,400.00	4,800.00
Total 76200 · Contract Services	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,400.00</u>	<u>-2,400.00</u>	<u>4,800.00</u>
Total Expense	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,400.00</u>	<u>-2,400.00</u>	<u>4,800.00</u>
Net Ordinary Income	<u>922.02</u>	<u>500.17</u>	<u>421.85</u>	<u>7,220.49</u>	<u>1,601.32</u>	<u>5,619.17</u>	<u>1,202.00</u>
Net Income	<u><u>922.02</u></u>	<u><u>500.17</u></u>	<u><u>421.85</u></u>	<u><u>7,220.49</u></u>	<u><u>1,601.32</u></u>	<u><u>5,619.17</u></u>	<u><u>1,202.00</u></u>

City of Montgomery - Grant
Cash Flow Report - Grant Account Account

As of June 21, 2017

Num	Name	Memo	Amount	Balance
BALANCE AS OF 05/20/2017				\$287.74
Receipts				
	Transfer from Utility - for City Portion of Pizza Shack Est #1- Per Jac		7,936.00	
	Transfer from MEDC for it's portion of Pizza Shack Est #1 - Per Jack		75,000.00	
Total Receipts				<u>82,936.00</u>
Disbursements				
1023	Big State Excavation, Inc.	Partial Pay Est #1 - fo Water and San Sewer Extent	(82,936.00)	
Total Disbursements				<u>(82,936.00)</u>
BALANCE AS OF 06/21/2017				<u><u>\$287.74</u></u>

City of Montgomery - Grant
Cash Flow Report - Checking Account
 As of June 21, 2017

Num	Name	Memo	Amount	Balance
BALANCE AS OF 05/20/2017				\$10.00
Receipts				
	No Receipts Activity		0.00	
Total Receipts			<u>0.00</u>	0.00
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements			<u>0.00</u>	<u>0.00</u>
BALANCE AS OF 06/21/2017				<u><u>\$10.00</u></u>

City of Montgomery - Hotel Occupancy Tax Fund
Cash Flow Report - Checking Account

As of June 21, 2017

Num	Name	Memo	Amount	Balance
BALANCE AS OF 05/20/2017				\$9,399.90
Receipts				
	No Receipts Activity		0.00	
Total Receipts				0.00
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements				0.00
BALANCE AS OF 06/21/2017				<u><u>\$9,399.90</u></u>

City of Montgomery - MEDC
Cash Flow Report - MEDC Checking Account

As of June 21, 2017

Num	Name	Memo	Amount	Balance
BALANCE AS OF 05/20/2017				\$228,045.30
Receipts				
	Transfer of Sales Tax Revenue thru 3/31/17		85,807.97	
	Transfer of Sales Tax Revenue thru 5/12/17		<u>76,497.79</u>	
Total Receipts				162,305.76
Disbursements				
1811	Jones & Carter, Inc.	0248381, 8387	(4,661.75)	
Transfer	City of Montgomery	Transfer to Home Grant Account for Pizza Shack	<u>(75,000.00)</u>	
Total Disbursements				<u>(79,661.75)</u>
BALANCE AS OF 06/21/2017				<u><u>\$310,689.31</u></u>

City of Montgomery - MEDC
Actual to Budget Performance

May 2017

	May 17	Budget	\$ Over B...	Oct '16 - ...	YTD Bud...	\$ Over Bu...	Annual Bu...
Income							
55000 · Taxes & Franchise Fees							
55400 · Sales Tax	45,689.29	53,759.08	(8,069.79)	307,820.26	361,760.10	(53,939.84)	557,000.00
Total 55000 · Taxes & Franchise Fees	45,689.29	53,759.08	(8,069.79)	307,820.26	361,760.10	(53,939.84)	557,000.00
55300 · Other Revenues							
55391 · Interest Income	153.11	41.67	111.44	1,037.15	333.32	703.83	500.00
Total 55300 · Other Revenues	153.11	41.67	111.44	1,037.15	333.32	703.83	500.00
Total Income	45,842.40	53,800.75	(7,958.35)	308,857.41	362,093.42	(53,236.01)	557,500.00
Expense							
56000 · Pub Infrastructure - Category I							
56000.6 · DowntownDev Improvements	0.00	0.00	0.00	28,362.50	23,333.33	5,029.17	35,000.00
56000.8 · Utility Extensions	75,000.00	16,666.67	58,333.33	90,000.00	133,333.32	(43,333.32)	200,000.00
56000.9 · Flagship Dev Improvements	0.00	833.34	(833.34)	9,800.00	6,666.64	3,133.36	10,000.00
56430 · Tsf to Debt Service	0.00	0.00	0.00	63,750.00	63,750.00	0.00	127,500.00
Total 56000 · Pub Infrastructure - Category I	75,000.00	17,500.01	57,499.99	191,912.50	227,083.29	(35,170.79)	372,500.00
56001 · Business Dev & Ret -Category II							
56001.8 · Sales Tax Rcimbursement	0.00	0.00	0.00	0.00	67,000.00	(67,000.00)	67,000.00
56423 · Economic Development Grant Prog	0.00	0.00	0.00	0.00	20,000.00	(20,000.00)	20,000.00
Total 56001 · Business Dev & Ret -Category II	0.00	0.00	0.00	0.00	87,000.00	(87,000.00)	87,000.00
56002 · Quality of Life - Category III							
56404 · Seasonal Decorations	0.00	0.00	0.00	1,399.34	3,000.00	(1,600.66)	3,000.00
56420.2 · Christmas Lighting(Civic Assn)	0.00	0.00	0.00	2,543.42	1,600.00	943.42	1,600.00
56423.1 · Walking Tours	0.00	0.00	0.00	0.00	6,000.00	(6,000.00)	6,000.00
56424.1 · Heritage Village Det. Pond Imp	0.00	0.00	0.00	10,450.00	10,000.00	450.00	10,000.00
56429 · Removal of Blight	0.00	10,000.00	(10,000.00)	9,758.43	10,000.00	(241.57)	25,000.00
56433 · Downtown Signs	0.00	0.00	0.00	0.00	1,000.00	(1,000.00)	1,000.00
56435 · Fernland Improvements	0.00	0.00	0.00	0.00	5,000.00	(5,000.00)	5,000.00
56439 · Downtown Enhancement Projects	0.00	2,500.00	(2,500.00)	0.00	17,500.00	(17,500.00)	25,000.00
Total 56002 · Quality of Life - Category III	0.00	12,500.00	(12,500.00)	24,151.19	54,100.00	(29,948.81)	76,600.00
56003 · Marketing & Tourism-Category IV							
56408.1 · Promotional Video	0.00	0.00	0.00	1,900.00	0.00	1,900.00	1,000.00
56409 · Antique Show & Fest	0.00	0.00	0.00	10,000.00	10,000.00	0.00	10,000.00
56413 · Brochures/Printed Literature	1,750.00	2,000.00	(250.00)	5,496.65	6,500.00	(1,003.35)	8,000.00
56414 · Wine & Music Fest	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
56415 · Texian/Heritage Festival	8,000.00	0.00	8,000.00	16,000.00	0.00	16,000.00	8,000.00
56418 · Christmas in Montgomery	0.00	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00
Total 56003 · Marketing & Tourism-Category IV	9,750.00	2,000.00	7,750.00	38,396.65	21,500.00	16,896.65	42,000.00
56004 · Administration - Category V							
56004.1 · Admin Transfers to Gen Fund	0.00	0.00	0.00	18,750.00	18,750.00	0.00	37,500.00
56004.2 · MACC Administration & Office	2,566.67	2,666.67	(100.00)	20,533.36	21,333.32	(799.96)	32,000.00
56004.3 · Miscellaneous Expenses	0.00	0.00	0.00	2,991.71	3,000.00	(8.29)	6,000.00
56004.4 · Staffing (1 Pt Time/1 Interim)	0.00	3,750.00	(3,750.00)	0.00	30,000.00	(30,000.00)	45,000.00
56327 · Consulting (Professional servi)	0.00	1,250.00	(1,250.00)	1,911.25	10,000.00	(8,088.75)	15,000.00
56354 · Travel & Training Expenses	0.00	437.50	(437.50)	1,902.04	2,625.00	(722.96)	3,500.00
Total 56004 · Administration - Category V	2,566.67	8,104.17	(5,537.50)	46,088.36	85,708.32	(39,619.96)	139,000.00
Total Expense	87,316.67	40,104.18	47,212.49	300,548.70	475,391.61	(174,842.91)	717,100.00
Net Income	(41,474.27)	13,696.57	(55,170.84)	8,308.71	(113,298.19)	121,606.90	(159,600.00)

City of Montgomery - Police Asset Forfeiture
Cash Flow Report - Checking Account

As of June 21, 2017

Num	Name	Memo	Amount	Balance
BALANCE AS OF 05/20/2017				\$4,272.25
Receipts				
	No Receipts Activity		0.00	
Total Receipts				0.00
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements				0.00
BALANCE AS OF 06/21/2017				<u>\$4,272.25</u>

City of Montgomery - Water & Sewer
Cash Flow Report - Water & Sewer Fund Account

As of June 21, 2017

Num	Name	Memo	Amount	Balance
BALANCE AS OF 05/20/2017				\$370,074.57
Receipts				
	W&S Revenue CL 5/17		115,635.12	
	W&S Rev OS 5/17		1,875.05	
	W&S Rev CL Bk not Rept 5/17		415.47	
	ETS Fees Rev OS 5/17		2.50	
	Customer Meter Deposits Rev CL 5/17		8,480.00	
	Rev CL 5/17 - Due to General		16,109.50	
	ETS Fees Rev CL 5/17		121.10	
	Interest		8.02	
Total Receipts				142,646.76
Disbursements				
13476	Coburn's Conroe	Supplies - #5019512	(412.43)	
13477	DXI Industries Inc.	Chemicals Inv. DF05003398-17	(100.00)	
13478	Jones & Carter, Inc	0248380,82,83,85	(5,028.58)	
13479	Autumn Redman	Reimbursement of Exp for Week of Permit Trainin	(783.13)	
13480	Consolidated Communications	936-597-4826 - New Summit Business Park Auto	(37.80)	
13481	Dominion Pool Group, Inc.	Deposit refund	(263.28)	
13482	Entergy	Part Utilities per spreadsheet 5/17	(4,535.50)	
13483	Leahann Montgomery	Deposit Refund	(77.10)	
13484	Municipal Accounts & Consulting, L.P.	Accounting Service Inv 46934 5/17	(400.00)	
13485	Stowes' Wrecker & Collision	Inv 1512	(15.00)	
13486	Consolidated Communications	936-597-8846/0 - Stewart Creek WWTP 6/17	(37.86)	
13487	DataProse, Inc.	DP1701558- 5/17	(441.48)	
13488	DXI Industries Inc.	Chemicals - WP #2 &3 -Inv. 055008338-17, 8339-	(306.40)	
13489	Entergy	Part Utilities per spreadsheet 5/17	(4,608.79)	
13490	LDC	Generator - 149 South #1 Gen & 105 West #2 Ge	(72.86)	
13491	Neil Technical Services, Inc	73797, 72802-2,73845,73762,73930	(4,762.10)	
13492	TML - IRP	Insurance Premiums 6/17	(1,450.45)	
13493	Waste Management	Residential Garbage Collection billing 5/17	(7,359.40)	
13494	Accurate Utility Supply, LLC	Meter -Inv 137487	(1,846.00)	
13495	Badger Meter	Orion Cellular Serv Unit Inv 80012474	(627.45)	
13496	City of Montgomery - Utility Fund	Water Usage Buffalo Spring Sewer Plant - 5/17	(28.44)	
13497	Coburn's Conroe	Supplies - #5099004	(472.90)	
13498	DSHS Central Lab MC2004	Acct CEN CD2782_052017 PWS ID #1700022	(283.45)	
13499	DXI Industries Inc.	Chemicals - WP #3 -Inv. 055004279-17	(100.00)	
13500	Gulf Utility Service, Inc.	Operations - Inv 15406 5/17	(13,726.92)	
13501	Neil Technical Services, Inc	Inv 73699,73846,74120,74202,74326	(1,880.00)	
13502	USA BlueBook	Supplies Inv 270710	(129.53)	
DM	ETS Corporation	To record ETS Fees 5/17	(452.57)	
Transfer	City of Montgomery General Fund	Reimbursement of Expenses thru 5/1/17	(50,302.02)	
Transfer	City of montgomery - Grant	Transfer to cover portion of Pizza Shack Project	(7,936.00)	
Total Disbursements				(108,477.44)
BALANCE AS OF 06/21/2017				\$404,243.89

City of Montgomery - Water & Sewer Fund
Actual to Budget Performance - Utility Fund

May 2017

	May 17	Budget	\$ Over B...	Oct '16 - ...	YTD Bud...	\$ Over B...	Annual Bu...
Ordinary Income/Expense							
Income							
24000 · Charges for Service							
24100 · Water Revenue	36,172.74	40,939.00	(4,766.26)	307,859.71	327,504.00	(19,644.29)	491,260.00
24118 · Surface Water Revenue	430.64	416.67	13.97	3,697.82	3,333.32	364.50	5,000.00
24119 · Application Fee	0.00	0.00	0.00	60.00	130.00	(70.00)	200.00
24120 · Disconnect Reconnect	254.64	266.67	(12.03)	3,479.64	2,133.32	1,346.32	3,200.00
24200 · Sewer Revenue	29,431.75	25,833.34	3,598.41	258,984.92	206,666.64	52,318.28	310,000.00
24310 · Tap Fees/Inspections	20,925.00	0.00	20,925.00	178,916.74	50,000.00	128,916.74	50,000.00
24319 · Grease Trap Inspections	900.00	833.34	66.66	6,800.00	6,666.64	133.36	10,000.00
24330 · Late Charges	(24.92)	865.84	(890.76)	8,915.09	6,926.64	1,988.45	10,390.00
24333 · Returned Ck Fee	0.00	0.00	0.00	230.00	0.00	230.00	0.00
25403 · Solid Waste Revenue	8,177.21	6,666.67	1,510.54	64,885.88	53,333.32	11,552.56	80,000.00
Total 24000 · Charges for Service	96,267.06	75,821.53	20,445.53	833,829.80	656,693.88	177,135.92	960,050.00
24101 · Taxes and Franchise Fees							
24110 · Sales Tax Rev for Solid Waste	665.76	466.67	199.09	5,282.16	3,733.32	1,548.84	5,600.00
Total 24101 · Taxes and Franchise Fees	665.76	466.67	199.09	5,282.16	3,733.32	1,548.84	5,600.00
24121 · Groundwater Reduction Revenue	10,150.80	10,441.67	(290.87)	87,162.90	83,533.32	3,629.58	125,300.00
25000 · Other Revenues							
25391 · Interest Income	8.02	8.34	(0.32)	74.93	66.64	8.29	100.00
25392 · Interest earned on Investments	11.73	12.50	(0.77)	66.08	100.00	(33.92)	150.00
25399 · Miscellanons Revenue	16,233.10	30.00	16,203.10	16,674.10	240.00	16,434.10	360.00
Total 25000 · Other Revenues	16,252.85	50.84	16,202.01	16,815.11	406.64	16,408.47	610.00
Total Income	123,336.47	86,780.71	36,555.76	943,089.97	744,367.16	198,722.81	1,091,560.00
Expense							
26001 · Personnel							
26353.1 · Health Ins.	0.00	1,005.25	(1,005.25)	7,421.96	8,042.00	(620.04)	12,063.00
26353.4 · Unemployment Ins	0.00	29.17	(29.17)	343.56	233.32	110.24	350.00
26353.5 · Workers Comp.	125.34	154.17	(28.83)	1,201.29	1,233.32	(32.03)	1,850.00
26353.6 · Dental Insurance	0.00	87.09	(87.09)	687.12	696.64	(9.52)	1,045.00
26353.7 · Life & AD&D Insurance	0.00	28.34	(28.34)	218.27	226.64	(8.37)	340.00
26501 · Retirement Expense	0.00	383.34	(383.34)	2,760.78	3,066.64	(305.86)	4,600.00
26560 · Payroll Taxes	0.00	625.00	(625.00)	4,065.21	5,000.00	(934.79)	7,500.00
26600 · Wages	0.00	8,104.17	(8,104.17)	53,139.94	64,835.32	(11,695.38)	97,252.00
Total 26001 · Personnel	125.34	10,416.53	(10,291.19)	69,838.13	83,333.88	(13,495.75)	125,000.00
26200 · Contract Services							
26102 · General Consultant Fees	486.33	0.00	486.33	878.42	0.00	878.42	0.00
26320 · Legal Fees	0.00	1,666.67	(1,666.67)	9,626.49	13,333.32	(3,706.83)	20,000.00
26322 · Engineering	0.00	2,908.34	(2,908.34)	96,713.06	23,266.64	73,446.42	34,900.00
26323 · Operator	3,300.00	3,333.34	(33.34)	26,000.00	26,666.64	(666.64)	40,000.00
26324 · Billing and Collections	834.40	541.67	292.73	6,142.29	4,333.32	1,808.97	6,500.00
26328 · Testing	283.45	666.67	(383.22)	7,428.72	5,333.32	2,095.40	8,000.00
26331 · Sales Tax for Solid Waste	0.00	0.00	0.00	3,983.62	3,500.00	483.62	7,000.00
26333 · Accounting Fees	400.00	400.00	0.00	4,200.00	3,200.00	1,000.00	4,800.00
26336 · Sludge Hauling	0.00	2,833.34	(2,833.34)	10,958.42	22,666.64	(11,708.22)	34,000.00
26350 · Postage	234.53	335.00	(100.47)	2,050.01	2,260.00	(209.99)	3,600.00
26351 · Telephone	113.51	183.34	(69.83)	1,459.24	1,466.64	(7.40)	2,200.00
26370 · Tap Fees & Inspections	0.00	0.00	0.00	7,633.00	0.00	7,633.00	0.00
26399 · Garbage Pickup	7,359.40	7,500.00	(140.60)	62,426.77	60,000.00	2,426.77	90,000.00
Total 26200 · Contract Services	13,011.62	20,368.37	(7,356.75)	239,500.04	166,026.52	73,473.52	251,000.00
26300 · Communications							
26338 · Advertising/Promotion	0.00	500.00	(500.00)	824.78	900.00	(75.22)	900.00
Total 26300 · Communications	0.00	500.00	(500.00)	824.78	900.00	(75.22)	900.00
26326 · Permits & Licenses	0.00	0.00	0.00	13,030.53	13,400.00	(369.47)	23,000.00
26371 · Dues & Subscriptions	0.00	0.00	0.00	545.00	2,000.00	(1,455.00)	2,000.00
26400.1 · Supplies & Equipment							
26342 · Chemicals	1,728.93	1,333.34	395.59	12,032.79	10,666.64	1,366.15	16,000.00
26358 · Copier/Fax Machine Lease	0.00	326.67	(326.67)	0.00	2,613.32	(2,613.32)	3,920.00
26460 · Operating Supplies	2,151.54	1,833.34	318.20	43,889.88	14,666.64	29,223.24	22,000.00

	May 17	Budget	\$ Over B...	Oct '16 - ...	YTD Bud...	\$ Over B...	Annual Bo...
26485 · Uniforms	0.00	158.34	(158.34)	1,622.03	1,266.64	355.39	1,900.00
27040 · Computer/Technology Equipment	2,026.34	33.34	1,993.00	2,163.78	1,766.64	397.14	1,900.00
26400.1 · Supplies & Equipment - Other	38.00	281.67	(243.67)	1,097.96	2,253.32	(1,155.36)	3,380.00
Total 26400.1 · Supplies & Equipment	5,944.81	3,966.70	1,978.11	60,806.44	33,233.20	27,573.24	49,100.00
26401 · Groundwater Reduction Expenses	0.00	2,500.00	(2,500.00)	35,476.00	20,000.00	15,476.00	30,000.00
26500 · Staff Development							
26354 · Travel & Training (Travel)	745.13	556.67	188.46	1,170.13	2,773.32	(1,603.19)	5,000.00
26355 · Employee Relations (Education)	0.00	0.00	0.00	0.00	200.00	(200.00)	200.00
Total 26500 · Staff Development	745.13	556.67	188.46	1,170.13	2,973.32	(1,803.19)	5,200.00
26600.2 · Maintenance							
26335 · Repairs & Maintenance	15,307.81	10,500.00	4,807.81	139,889.15	105,000.00	34,889.15	147,000.00
26335.1 · Vehicle Rep. & Maint.	15.00	0.00	15.00	67.11	1,000.00	(932.89)	1,000.00
26349 · Gas & Oil	0.00	333.34	(333.34)	2,244.75	2,666.64	(421.89)	4,000.00
Total 26600.2 · Maintenance	15,322.81	10,833.34	4,489.47	142,201.01	108,666.64	33,534.37	152,000.00
26700 · Insurance Expense							
26353.2 · Liability Ins.	176.50	176.67	(0.17)	1,412.00	1,413.32	(1.32)	2,120.00
26353.3 · Property Ins.	886.59	740.00	146.59	7,092.72	5,920.00	1,172.72	8,880.00
Total 26700 · Insurance Expense	1,063.09	916.67	146.42	8,504.72	7,333.32	1,171.40	11,000.00
26800 · Utilities Expense							
26352.1 · Utilities - Gas for Generators	72.86	35.17	37.69	441.99	281.32	160.67	422.00
26352.2 · Utilities-Water Plants	4,349.59	5,000.00	(650.41)	37,027.15	40,000.00	(2,972.85)	60,000.00
26352.3 · Utilities-WW Treatment Plants	0.00	4,666.67	(4,666.67)	22,674.25	16,333.32	6,340.93	35,000.00
26352.4 · Utilities - Lift Stations	175.12	166.67	8.45	8,569.27	1,333.32	7,235.95	2,000.00
26352.5 · Utilities - Security Light	10.79	10.67	0.12	90.75	85.32	5.43	128.00
26800.1 · Buffalo Springs STP- Water Usag	28.44			7,561.12			
Total 26800 · Utilities Expense	4,636.80	9,879.18	(5,242.38)	76,364.53	58,033.28	18,331.25	97,550.00
26900 · Capital Outlay	0.00	8,750.00	(8,750.00)	961.83	70,000.00	(69,038.17)	105,000.00
26901 · Util Projects/Prev Maintenance	7,936.00	7,916.67	19.33	9,159.00	63,333.32	(54,174.32)	95,000.00
27000 · Miscellaneous Expenses							
26359 · Misc Expense	452.57	83.34	369.23	2,593.19	666.64	1,926.55	1,000.00
Total 27000 · Miscellaneous Expenses	452.57	83.34	369.23	2,593.19	666.64	1,926.55	1,000.00
Total Expense	49,238.17	76,687.47	(27,449.30)	660,975.33	629,900.12	31,075.21	947,750.00
Net Ordinary Income	74,098.30	10,093.24	64,005.06	282,114.64	114,467.04	167,647.60	143,810.00
Other Income/Expense							
Other Expense							
27001 · Other Expenses							
27001.2 · Transfer to Debt Service	0.00	0.00	0.00	62,799.98	62,799.98	0.00	125,600.00
Total 27001 · Other Expenses	0.00	0.00	0.00	62,799.98	62,799.98	0.00	125,600.00
Total Other Expense	0.00	0.00	0.00	62,799.98	62,799.98	0.00	125,600.00
Net Other Income	0.00	0.00	0.00	(62,799.98)	(62,799.98)	0.00	(125,600.00)
Net Income	74,098.30	10,093.24	64,005.06	219,314.66	51,667.06	167,647.60	18,210.00

City of Montgomery
District Debt Service Payments

06/01/2017 - 09/30/2017

Paying Agent	Series	Date Due	Date Paid	Principal	Interest	Total Due
Debt Service Payment Due 09/01/2017						
Amegy Bank of Texas	2012	09/01/2017		0.00	57,087.50	57,087.50
Amegy Bank of Texas	2012R	09/01/2017		0.00	38,159.38	38,159.38
First National Bank of Huntsville	2015R	09/01/2017		0.00	7,761.25	7,761.25
		Total Due 09/01/2017		0.00	103,008.13	103,008.13
			District Total	\$0.00	\$103,008.13	\$103,008.13

City of Montgomery
Summary of Pledged Securities

As of June 21, 2017

Financial Institution: ALLEGIANCE BANK			
Total CDs, MM:	\$200,000.00	Collateral Security Required:	No
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File:	No
Total pledged securities:	\$0.00	Investment Policy Received:	Yes
Ratio of pledged securities to investments:	N/A		
Financial Institution: FIRST BANK N.A. (Depository Bank)			
Total CDs, MM, and Checking Accounts:	\$1,401,364.06	Collateral Security Required:	Yes
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File:	Yes
Total pledged securities:	\$0.00	Investment Policy Received:	Yes
Ratio of pledged securities to investments:	0.00 %		
Financial Institution: GREEN BANK			
Total CDs, MM:	\$200,000.00	Collateral Security Required:	No
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File:	No
Total pledged securities:	\$0.00	Investment Policy Received:	Yes
Ratio of pledged securities to investments:	N/A		
Financial Institution: ICON BANK			
Total CDs, MM:	\$150,000.00	Collateral Security Required:	No
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File:	No
Total pledged securities:	\$0.00	Investment Policy Received:	Yes
Ratio of pledged securities to investments:	N/A		
Financial Institution: TEXPOOL			
Total CDs, MM:	\$481,818.68	Collateral Security Required:	No
Less FDIC coverage:	\$0.00	Collateral Security Agreement On File:	Yes
Total pledged securities:	\$0.00	Investment Policy Received:	Yes
Ratio of pledged securities to investments:	N/A		

Montgomery City Council
AGENDA REPORT

Meeting Date: June 27, 2017	Budgeted Amount:
Department: Administrative	
Prepared By: Susan Hensley, City Secretary	Exhibits: Ordinance draft, TABC Winery Festival Certificate Request Form and Memo
Date Prepared: June 20, 2017	

Subject

Amending the Code of Ordinances to provide for Special Event Permits

Recommendation

Authorize amending the City Code of Ordinances to provide for Special Event Permits.

Discussion

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 Wine Festival and Freedom Fest. When I spoke to TABC they 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 (4) consecutive days at the same location.

TABC advised that when the vendor applies for the permit they are required to submit a letter of approval from the property owner, stating that they allow the festival or event to be located on their property. For City events, the letter of approval would have to be issued by the City.

This information would be maintained by the City Secretary in a permit file, as is done with vendor permits.

Approved By		
City Secretary		Date: June 20, 2017
City Administrator		Date: June 21, 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 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.

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, 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 applicant a Special Event permit 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: The City Council may grant an applicant a Special Event permit for a certain defined area and a certain defined period of time to allow the drinking of alcoholic beverages by persons afoot on a public street, sidewalk or alley of the city, conditioned upon documentation that shall include the Texas Alcoholic Beverage Commission Permit and a Letter of Authorization from the property owner.*
- (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 27th day of June, 2017.

THE CITY OF MONTGOMERY, TEXAS

Kirk Jones, Mayor

ATTEST:

Susan Hensley, City Secretary

APPROVED AS TO FORM:

Larry L. Foerster, City Attorney



WINERY FESTIVAL CERTIFICATE REQUEST

L-GF
(01/2016)

The Winery Festival Certificate Request authorizes wineries to sell wine at a civic or wine festival, farmers' market, celebration, or similar event. The permit may not be used for more than four consecutive days at the same location. You must notify your local TABC office of the date and location before the certificate is used. Additional information (such as letter from property owner, diagram, site plan, etc.) may be required to process your request.

If the Winery Festival Certificate Request is in a dry area be advised that the permit holder may sell or dispense wine only if the wine is: bottled in this state; and at least 75 percent by volume fermented juice of grapes or other fruit grown in this state or a lesser percentage established by the commissioner of agriculture under Section 12.039, Agriculture Code.

CURRENT WINERY PERMIT INFORMATION

1. Current Winery (G) Permit No.

2. Trade Name of Location as on Current Winery (G) Permit

3. Business Phone No.

Alternate Phone No.

E-mail Address:

FESTIVAL LOCATION INFORMATION

4. Location Address

5. City

County

State

Zip Code

TX

6. The festival function is requested for the following inclusive dates:

From: / / 20

To: / / 20

7. Description of festival function:

8. The event will take place:

Outdoor Festival Indoor Festival

9. Did you obtain authorization from the owner of premise or event sponsor to participate in this event?

Yes No

Your written authorization must be provided with this application.

10 The type of event: (See Rule 33.15, of the Texas Alcoholic Beverage Administrative Rules, for qualifications.)

Civic/Wine Festival Celebration
 Farmers' Market Other

PERMIT HOLDER INFORMATION AND SIGNATURE

PRINT
NAME

TITLE

SIGN
HERE

DATE

/ / 20

Business Phone No.

Alternate Phone No.

E-mail Address:

Montgomery City Council
AGENDA REPORT

Meeting Date: June 27, 2017	Budgeted Amount:
Department:	
	Exhibits: MEDC Statement of Income, Expenditures and Net Change In Net Assets, Amendments to MEDC budget, Changes to \$45,000 Staffing/ Internship line item
Prepared By: Jack Yates City Administrator	
Date Prepared: June 22, 2017	

Subject

Amendment of the Montgomery Economic Development Corporation 2016-2017 budget.

Description

The MEDC budget needed amending due to , an increased beginning fund balance for the year, the deletion of Kroger sales tax, the paving of a parking lot downtown, more public infrastructure expenses than planned, and due to the distribution of Staffing/Internship line item once it was determined to contract out that work rather than hire a staff person for the work involved.

The Kroger sales tax had a \$67,000 increase in sales tax expected, but also had a \$67,000 Kroger reimbursement expenditure so taking both of those away from the budget that has a no net effect on the budget.

The Downtown Parking lot is expected to cost approx.. \$50,000 and that amount is added to the Downtown development improvements line item.

The Utility extensions are listed on the budget amendments page. All of these expenditures probably will happen in this fiscal year.

The MEDC wanted to further aid the Christmas Tree decorations began this past fall by adding some height to the trees, and adding other decorations -- thus the addition of \$9,000. to this line item.

The remaining changes are due to the MEDC deciding to contract out individual assignments with the funds taken from the Staffing/Internship line item originally budgeted at \$45,000. The possibility was, at the time of the setting of the budget for \$10,000 to be set aside for an Internship program to be developed and \$35,000 for either a staff person to be added to the city or for the tasks meant for the staff person to be contracted out individually. After much deliberation and discussion with the HMBA group the MEDC decided to contract out the individual tasks rather than have the administrative overhead and issues involved with adding a city employee. The person selected to do most, but not all, of the contracting work is Barbie Jorge who is owner of Home focus magazine located in downtown Montgomery. Mrs. Jorge has the marketing ability and between herself and her staff can perform all of the tasks planned.

The breakdown of how the \$35,000 staffing funds are distributed, and for the purposes, is on the attached "Staffing/Internship Breakout" sheet.

Recommendation

To approve the MEDC budget with amendments as presented.

Approved By

City Administrator

Jack Yates

Date: June 22, 2017

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

	2015-16 Actual	2016-17 Original Budget	2016-17 Proposed Changes	2016-17 Amended Budget	
Beginning net assets (fund balance)	\$ 636,886	\$ 697,140	\$ 137,675	\$ 834,815	
Income					
Sales tax (one-half of one percent)	485,651	557,000	(47,000)	510,000	
Interest income	960	500	-	500	
Miscellaneous	-	-	-	-	
Total income	<u>486,611</u>	<u>557,500</u>	<u>(47,000)</u>	<u>510,500</u>	
Total Appraisable Funds	<u>1,123,497</u>	<u>1,254,640</u>	<u>90,675</u>	<u>1,345,315</u>	
Expenditures					
Public Infrastructure (Category 1)					
Downtown development improvements	-	35,000	50,000	35,000	85,000
Utility extensions	-	200,000	130,000	330,000	
Flagship development improvements	-	10,000	-	10,000	
Undesignated infrastructure projects	-	-	-	-	
Transfer to debt service	117,500	127,500	-	127,500	
Total infrastructure	<u>117,500</u>	<u>372,500</u>	<u>130,000</u>	<u>502,500</u>	552,500
Business development and retention (Category 2)			180,000		
Wine and music festival	-	-	-	-	
Antique show and festival	-	-	-	-	
Sales tax reimbursement	-	67,000	(67,000)	-	
Economic development grant program	-	20,000	-	20,000	
Total business development	<u>-</u>	<u>87,000</u>	<u>(67,000)</u>	<u>20,000</u>	
Quality of life (Category 3)					
Seasonal decorations	9,810	3,000	9,000	12,000	
Christmas lighting, civic association	1,342	1,600	-	1,600	
Walking tour	2,660	6,000	3,000	9,000	
Downtown enhancement projects	3,380	25,000	-	25,000	
Removal of blight	23,084	25,000	-	25,000	
Downtown signs	-	1,000	-	1,000	
Fernland Improvements	10,000	5,000	-	5,000	
Heritage village detention pond improvements	-	10,000	-	10,000	
Park improvements	-	-	-	-	
Total quality of life	<u>50,276</u>	<u>76,600</u>	<u>12,000</u>	<u>88,600</u>	
Marketing and tourism (Category 4)					
Promotional video	800	1,000	-	1,000	
Website	-	-	7,500	7,500	
Brochures / printed literature	4,550	8,000	5,000	13,000	
Christmas in Montgomery	5,000	5,000	-	5,000	
Wine and music festival	9,500	10,000	-	10,000	
Antique show and festival	10,000	10,000	-	10,000	
Texian heritage festival	8,000	8,000	-	8,000	
Total marketing and tourism	<u>37,850</u>	<u>42,000</u>	<u>12,500</u>	<u>54,500</u>	
Administration (Category 5)					
Transfers to city general fund	37,500	37,500	-	37,500	
Montgomery area chamber of commerce office	30,800	32,000	-	32,000	
Staffing (one part-time person; one intern)	-	45,000	(45,000)	-	
Internship program	-	-	10,000	10,000	
Miscellaneous expense	10,336	6,000	-	6,000	
Consulting (professional services)	2,370	15,000	18,500	33,500	
Travel and training	2,050	3,500	-	3,500	
Total administration	<u>83,056</u>	<u>139,000</u>	<u>(16,500)</u>	<u>122,500</u>	
Total expenditures	<u>288,682</u>	<u>717,100</u>	<u>121,000</u>	<u>788,100</u>	838,100
Net income (loss)	<u>197,929</u>	<u>(159,600)</u>	<u>(168,000)</u>	<u>(277,600)</u>	337,600
Ending net assets (fund balance)	<u>\$ 834,815</u>	<u>\$ 537,540</u>	<u>\$ 19,675</u>	<u>\$ 557,215</u>	508,215
			69,676		

MONTGOMERY ECONOMIC DEVELOPMENT CORP.
STATEMENT OF INCOME, EXPENDITURES AND CHANGES IN NET ASSETS

*Amendments
To
MEDC
Budget*

		CHANGES
AMENDMENT PROPOSED	COMMENTS	
\$ 834,815	\$769,472 is Actual Carryover to 2016-17	
\$ 510,000	Not including Kroger- at all	
\$ 500		
\$ 510,500		
\$ 1,345,315		
\$ 85,000	Addition of parking lot (\$50,000)	
\$ 330,000	Includes McCoy's (\$100,000), Pizza Shack (\$75,000), (\$120,000) Heritage Medical Facility, Miniature Golf (\$15,000), Other (\$20,000)	
\$ 10,000		
\$ 127,500		
\$ 552,500		
\$	Kroger reimbursemtn	
\$ 20,000		
\$ 20,000		
\$ 12,000	\$6,800 for 4' extension, \$2,200 decorations	
\$ 1,600		
\$ 9,000	Plus \$3,000 to Home Focus	
\$ 25,000		
\$ 25,000		
\$ 1,000		
\$ 5,000		
\$ 10,000		
\$ 88,600		
\$ 1,000		
\$ 7,500	Home Focus -- Experience Montgomery website	
\$ 13,000	Plus \$2,000 Home Focus, \$3,000 printing	
\$ 5,000		
\$ 10,000		
\$ 10,000		
\$ 8,000		
\$ 54,500		
\$ 37,500		
\$ 32,000		
\$ 10,000	New Line Item added	
\$ 6,000		
\$ 33,500	Plus \$18,500 to Home Focus, others	
\$ 3,500		
\$ 122,500		
\$ 838,100		
\$ 508,215		

\$45,000 EXISTING BUDGET			
NEW ADD LINE ITEM	AMOUNT	ACTIVITY	BUDGET CATEGORY
Website - New	\$ 7,500	Building Website	Marketing/Tourism
Walking Tour - existing	\$ 3,000	Walking Tour	Quality of Life
Consulting - Existing	\$ 5,500	Support for Local Organizations Hosting Event	Marketing/Tourism
Brochures/printed Literature -existing	\$ 3,000	Produce Tourist Information	Marketing/Tourism
Brochures/printed Literature -existing	\$ 3,000	Liason Locals w/design, Printing of Marketing Materials	Marketing/Tourism
Consultant - Existing	\$ 3,000	Devise & Plan Tours, Arrange itineraries	Administration
Consultant - Existing	\$ 2,500	Maintain Website Monthly	Administration
Consultant- Existing	\$ 1,500	Work w/various Districts and Retail Segments to Enhance Marketing	Administration
Consultant- Existing	\$ 3,500	Collect /analyze Data to Direct Marketing to Target Audiences and Create Marketing Plans, Marketing Area of City	Administration
Create New Internship Line Item	\$ 10,000	Internship Program	Administration
Consultant - Existing	\$ 2,500	Assist City Adm.Ec.Dev. Director in Strategic Planning Projects, Budget Preparation	Administration
	\$ 45,000.00		

Staffing / Internship
Break out

Montgomery City Council
AGENDA REPORT

Meeting Date: June 27, 2017	Budgeted Amount:
Department:	
	Exhibits: Waste Management June 1 Letter regarding Price Adjustment, Current charges, Contract regarding Adjustment, Charts substantiating increase
Prepared By: Jack Yates City Administrator	
Date Prepared: June 21, 2017	

Subject

This is to acknowledge the Waste Management 2017 Annual Review and Adjustment to the collection fees charged under the existing contract with the City.

Description

The increase is a 2% pass-through charge from the increase that Waste Management shows through their chart pages saying that Fuel had a 2.2% increase over the past year – using Bureau of Labor Statistics Diesel fuel prices.

The 2% works out as follows:

<u>Service</u>	<u>Current Customer Charge</u>	<u>Increase</u>	<u>New Charge</u>
Residential pickup	\$17.92	.35 cents	\$18.27
2 nd Residential container	\$14.40	.28 cents	\$14.68
Commercial	\$19.37	.38 cents	\$19.75

Montgomery City Council
AGENDA REPORT

Recommendation

To acknowledge and accept the 2% increase in solid waste collection fees as per the contract with Waste Management.

Approved By

City Administrator

Jack Yates

Date: June 21, 2017



June 1, 2017

Jack Yates
City Administrator
City of Montgomery
P.O. Box 708
Montgomery, TX 77356

Ref: Contract- Price Adjustment- "2017 Annual Review and Adjustment"

Dear Mr. Yates;

Waste Management has completed its annual review. Contained within is the rate adjustment data outlined under ARTICLE 9- MODIFICATION TO RATES. This information specifies the scheduled for the Annual Adjustment Date for Consumer Price Index adjustment and Fuel Adjustment is for August 1, 2017.

Presented herein are the Department of Labors US City Average All Urban area consumer price index numbers, along with an adjustment for Department of Energy-Gulf Coast Diesel Hwy fuel cost increases over the last year. I trust that the 2017 Price Matrix and rate calculation provided herein for your review simplifies the adjustments in fees which would be effective August 1, 2017.

CPI-U Apr 2016: 437.676 to Apr 2017: 447.129 = Increase 2.2%
Fuel Trigger \$4.00- May, 2017 Fuel was 2.435 per gal= 0%

Request a total "Adjustment Amount of = 2.2 %
Resulting in a per cart rate of \$ 17.80

Attached are copies of the terms of the agreement and of the WEB Sites for your review and Price Matrix. Please feel free to contact me with any questions or comments to the request at twoodson@wm.com or 713-423-1762.

Sincerely,

A handwritten signature in blue ink, appearing to read "Terry R. Woodson".

Terry R. Woodson
Public Sector Solutions Manager
Waste Management of Texas, Inc.

City of Montgomery

8/1/2017

FOR THE CUSTOMER TAB

RESIDENTIAL RATES

Residential Rates	\$17.80	<i>1 x wk CART & 1 x WK BIN recycling At Your Door</i>
Extra Trash Cart	\$13.15	
Rate 3 (Please Describe)	N/A	
Rate 4 (Please Describe)	N/A	
Rate 5 (Please Describe)	N/A	
		<i>Trash 13.07</i>
		<i>Recycling 3.33</i>
		<i>At Your Door 1.40</i>
		<i>Total Residential Rate 17.80</i>

COMMERCIAL HAND COLLECT

	1XWK	2XWK	
Hand-PU 1-CART	\$ 17.80	N/A	includes recycling bin
ADDITIONAL cart	\$ 13.15	N/A	

ROLL-OFF RATES

Container Size / Type	Delivery Rate	Rental Rate	BY Month or Day Rate	Hauling Charge (Per Pull + Disp)	Haul Rate per Pull	Disposal Rate per ton
20 Yard (Open-Top)	\$ 98.09	N/A	Day	\$ 326.97	N/A	N/A
30 Yard (Open-Top)	\$ 98.09	N/A	Day	\$ 381.45	N/A	N/A
40 Yard (Open-Top)	\$ 98.09	N/A	Day	\$ 484.99	N/A	N/A

NOTES

*City of Montgomery Facilities At No Charge
 AT Your Door Program
 City Quarterly Cleanup 3-30 yards
 No fuel Adjustment in 2017-2018*

6.10. **Point of Contact.** All dealings and contacts between Contractor and the City shall be directed between the Municipal Marketing Department of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the City.

7. **LICENSE AND TAXES:**

Contractor shall obtain at its sole expense all licenses and permits required by the City and the State, and shall maintain same in full force and effect.

8. **BILLING:**

(a) City shall provide billing and bill collection services for Residential Units, and Commercial Hand Loads Unit Services during the term of this Agreement. Within thirty (30) days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered under this Agreement for the prior month, City shall remit to Contractor payment per the invoice for such services within thirty (30) days after receipt of invoice. Past due invoices shall bear interest at the highest rate permitted by law.

(b) The City shall notify Contractor in writing of any Customer that has failed to pay the City for waste collection services, and Contractor, upon written direction from City, shall cease servicing such delinquent Customer until notified by the City.

9. **MODIFICATION TO RATES:**

2.01 CPI Adjustment. Base Rates charged by Contractor for services will remain fixed as set forth in Section 4 above and will not be adjusted for changes in the CPI (as hereinafter defined), until August 1, 2016. Commencing on August 1, 2016, and continuing annually on each anniversary date of the Commencement Date of this Agreement, upon thirty (30) days' notice to the City, the Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100) (the "C.P.I.") shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

9.2 Fuel Adjustment. Every anniversary date, the Base Rates shall be subject to a fuel surcharge as follows: an additional one percent (1%) for every twenty five cent (\$0.25) increase in the price of diesel fuel above and including \$4.00 per gallon (with a 1% surcharge beginning at \$4.25 per gallon and a 2% surcharge at \$4.50 per

**CPI-All Urban Consumers (Current Series)
Original Data Value**

Series Id: CUUR0000SEHG02
 Not Seasonally Adjusted
 Series Title: Garbage and trash collection in U.S. city average.
 Area: U.S. city average
 Item: Garbage and trash collection
 Base Period: DECEMBER 1983=100
 Years: 2007 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2007	340.087	340.898	342.033	343.286	343.198	343.836	345.081	347.168	347.949	348.684	351.136	353.439
2008	356.901	358.059	358.550	359.586	361.533	363.159	366.043	368.960	369.651	371.155	371.648	371.093
2009	371.828	372.503	373.241	375.392	375.599	376.582	377.494	377.879	378.285	379.560	379.208	379.248
2010	380.036	382.490	383.362	383.615	383.405	383.749	383.832	385.010	385.920	385.909	387.216	387.884
2011	389.727	391.854	391.855	392.754	395.477	395.329	395.723	396.605	397.028	397.106	398.910	398.720
2012	398.880	400.381	401.692	400.913	401.067	402.793	406.243	406.823	407.594	409.495	410.155	410.416
2013	411.126	411.805	412.305	413.675	414.511	414.802	416.505	417.760	418.357	419.687	421.427	422.237
2014	422.440	422.483	423.413	425.393	425.242	425.930	426.562	426.771	427.327	427.995	427.808	428.187
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745
2017	446.266	447.699	446.987	447.129								

Annual 2017	447.129
Annual 2016	437.676
Difference	9.453
Percentage Difference	2.2%

Weekly Gulf Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)

Year-Month	Week 1		Week 2		Week 3		Week 4		Week 5	
	End Date	Value	End Date	Value	End Date	Value	End Date	Value	End Date	Value
2016-Aug	08/01	2.224	08/08	2.184	08/15	2.179	08/22	2.249	08/29	2.269
2016-Sep	09/05	2.264	09/12	2.256	09/19	2.242	09/26	2.230		
2016-Oct	10/03	2.250	10/10	2.317	10/17	2.357	10/24	2.353	10/31	2.353
2016-Nov	11/07	2.340	11/14	2.316	11/21	2.296	11/28	2.290		
2016-Dec	12/05	2.361	12/12	2.371	12/19	2.410	12/26	2.421		
2017-Jan	01/02	2.451	01/09	2.448	01/16	2.429	01/23	2.414	01/30	2.408
2017-Feb	02/06	2.403	02/13	2.424	02/20	2.433	02/27	2.433		
2017-Mar	03/06	2.429	03/13	2.419	03/20	2.380	03/27	2.378		
2017-Apr	04/03	2.414	04/10	2.446	04/17	2.458	04/24	2.458		
2017-May	05/01	2.435	05/08	2.410	05/15	2.382				

Montgomery City Council
AGENDA REPORT

Meeting Date: June 27, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits:
Date Prepared: June 21, 2017	

Subject

This ordinance would place into effect a .38 cent increase on Residential pickup from \$17.92 to \$18.30, a second container pickup from \$14.40 to \$14.70 and Commercial pickup from \$19.37 to \$19.75

Description

The increase is a 2% pass-through charge from the increase that Waste Management just put into effect due to their contractual price adjustment clause.

The intent is to make the rate increase on July 20, 2017 so that the increase is in sync with Waste Managements increased charges to the city.

Recommendation

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.

Approved By

City Administrator	Jack Yates	Date: June 21, 2017
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Motion was made by _____, seconded by _____,

that the following Ordinance by passed:

ORDINANCE NO. _____

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 ORDIANANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION.

WHEREAS, the City Council of the City of Montgomery, Texas has entered into a contract with Waste Management, Inc. for the collection of garbage within the City in those areas served by the City; and

WHEREAS, all residential, commercial and industrial customers of the City are required to use the service provided by Waste Management, Inc.; and

WHEREAS, Waste Management, Inc. has notified the City of a price increase as permitted in its contract with the City;

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

Section. 1. Garbage Rates.

There shall be charged and collected by the City from each resident user and commercial customer for garbage and trash pickup the following rates:

- a. **Residential** \$18.27 per month for one container and \$14.68 per month for each additional container; service to include once weekly pickup and weekly trash collection.
- b. **Commercial:** \$19.75 per month service to include once weekly pickup and extra trash collection service.

Section 2. Time and Place of Payment

All customer accounts for garbage and trash pickup service shall be billed on a monthly basis. Payments shall be due and payable within fifteen (15) days after the bill

is mailed. Payment shall be made at the City Hall, City of Montgomery, Texas, located at 101 Old Plantersville Road, or by mail at P.O. Box 708, Montgomery, Texas 77356. It shall be prima facia evidence that a billing has been received by a customer if the bill has been deposited in the U. S. Mail, postage paid.

Section 3. Penalties for Late Payment.

There shall be added to each account for garbage and trash services which are not paid as provided in Section 1 herein, a sum equal to ten percent (10%) of the amount of said account, as a penalty for late payment more than fifteen (15) days past the due date.

Section 4. Discontinuance of Service.

Garbage and trash service to any customer whose account is more than twenty (20) days delinquent shall be cut-off, and the charge therefore will be Twenty-Five Dollars (\$25.00) for resumption of service.

Section 5. Repealing Clause.

Any conflicting provisions of any other City ordinance are hereby repealed.

Section 6. Savings Clause.

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

Section 7. 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 the 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 8. Effective Date.

The Ordinance shall become effective after it has been published as required by law.

PASSED AND APPROVED after a second reading, this _____ day of June, 2017.

Kirk Jones, Mayor

ATTEST:

Susan Hensley, City Secretary

APPROVED AS TO FORM:

Larry L. Foerster, City Attorney

Montgomery City Council
AGENDA REPORT

Meeting Date: June 27, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Letter from Greg Nemeth, Minutes of May 23 rd Council Consideration, E-mail from Mr. Nemeth
Date Prepared: June 19, 2017	

Subject

Request from a property owner in the Montgomery ETJ to comment on a proposed development in the ETJ to Montgomery County and TxDOT.

Description

The Council directed me to discuss the issues/questions regarding this development with the owner of the development named Jennings Trace.

I spoke with the Owner of the property, Chad Stultz, on June 19th. After explaining the reason for the call and the upcoming questions, I asked Mr. Stultz:

- 1) Was he planning on placing a street light at the entrance to the driveway? Mr. Stultz replied tht he did plan on doing that, but that presently he had not picked out the specific type of light but that he would put in what amounts to a street light above the entrance.
- 2) What is the width of the proposed driveway and have you received a permit from TxDOT? Mr. Stultz replied that the width of the driveway was 21' in width and that he did have a TxDOT driveway permit. I replied that 21' was the width of a commercial driveway permit, Mr. Stultz agreed.
- 3) Have you, or would you, consider the addition of an accel and decal lane approaching your driveway? Mr. Stultz replied, No, I did not and TxDOT did not mention that in their review of the driveway permit.

Montgomery City Council
AGENDA REPORT

- 4) What is your water source? Mr. Stultz replied that he will be connecting to the Dobbins-Plantersville Water Supply Corporation water line.
- 5) What is your method of sewage collection? Mr. Stultz replied that he has a design large enough for his planned use and that he had applied to the county for a septic tank permit.
- 6) When do you plan to obtain a building permit? Mr. Stultz replied that he had just started the process.

I thanked Mr. Stultz and the conversation was ended.

As I related to you when this was before you on May 23rd, Your options appear to be:

- 1) Take no position and do not comment at all to the County because the City has no legal standing on outside City permits.
- 2) You could comment on the basis that it is in an area that the City may annex at some point in the future. Then pick what parts to comment upon.
- 3) You could direct the City Administrator to, when a permit is actually applied for, write a letter of general concern to the County about the issues Mr. Nemeth brings up in his letter, with no demands of the County.

Recommendation

To make no comment to the County regarding the permit or development.

Approved By

City Administrator	Jack Yates	Date: June 19, 2017
--------------------	------------	---------------------

Greg Nemeth

23800 FM 1097W • Montgomery, Texas 77356 • 936-449-6581
E-Mail: Luv2fly@consolidated.net

Date: 15 May 2017

Mr. Jack Yates
Montgomery City Administrator
101 Old Plantersville Rd.
Montgomery, TX 77316

Dear Mr. Yates:

Per our conversation I am requesting support from the Montgomery City Council for ensuring a proposed business will follow the proper building code, fire code and permit and procedures set forth in the county's code of ordinances and if possible any applicable city ordinances or codes. My request is so they take appropriate measures so as not to endanger the local residents or our passing visitors. My concerns are strictly for safety of the current residents and the people who utilize the roads on a daily basis along with establishing a basis for future businesses to abide by within Montgomery's ETJ.

The property in question is located at 23849 W FM 1097, Montgomery, Texas. It is located outside the city limits but within Montgomery's ETJ. The proposed tract of land is 8.96 acres and according to their website will house a business that is called Jennings Trace. No permits have been issued and no construction has taken place as of yet. Jennings Trace is reported to be a wedding /corporate event venue that according to their website will accommodate 350 people, serve alcohol and the hours of operation are from 8AM to midnight.

The proposed area is rural residential and that has not been opened with commercial property development. Road access is via a 2-lane farm to market with no man-made street or safety lighting. This road serves as the only viable access to hundreds of homeowners and farmers to the city of Montgomery and the surrounding area. Weekends are filled with farmers pulling trailers, cyclists, motorcyclists and your typical Sunday drivers. Certain weekends are expanded even more with other events: Ironman competition, Oilman competition, local athletic clubs and the local MLK Homecoming. Currently we are undergoing a repaving of 1097W. Once complete these traffic numbers will rise significantly. All the local athletes and weekend drivers will want to ride on a new country road that includes a shoulder. Combine this with the current unlit 2-lane road traffic on weekends and the traffic incident odds increase dramatically.

I am also concerned with their utilities or lack thereof and their impact on the surrounding neighbors. A venue of that size will stress the local water table and possibly contaminate the ground water runoff if local municipalities are not utilized. There is no city water, sewer or fire hydrants currently on the site, Montgomery

city water is available nearby on MLK and Dobbins-Plantersville water is available a few hundred feet away at Vintage Oaks subdivision.

Again I am not trying to suppress economic development in the area, I just want to ensure that the current local residents and our weekend visitors are not harmed or endangered by a business entering a rural residential area and that all safety measures, codes and ordinances are adhered to.

In closing I am asking for the council's support of the following:

- Requiring Montgomery County to assure proper building code, fire code and permit procedures are followed to set precedence for future commercial establishments and in order to limit the cities liability in the event of future annexation.
- Requiring Montgomery County to require the installation of a turn lane into the business to handle the increase in traffic generated along with properly sized entrance culverts for the number of anticipated vehicles.
- Requiring Montgomery County to require properly installed directional lighting for increased nighttime visibility at its entrance and exit.
- Requiring Montgomery County to require the use of local municipality water and sewer to limit the impact and exposure to current local residents.
- Requiring Montgomery County to require a USGS study on ground water runoff contamination and the lowering of the water table by increased pumping in the immediate area. A venue of that size and capacity will have a drastic affect on area wells and runoff contamination if they are not using any city utilities.

Sincerely,

Greg Nemeth

9. Consideration and possible action regarding presentation of Greg Nemeth regarding outside City development.

Mr. Yates said that Mr. Nemeth could not attend the meeting tonight, but his letter has been distributed to City Council, that requests the City to influence a possible, not yet applied for, building permit that would be issued by Montgomery County to a wedding/corporate event center located in the City's ETJ. This location is near the intersection of Dr. Martin Luther King, Jr. Drive and West FM 1097. Mr. Yates said that Mr. Nemeth's concerns are street safety, the water table being stressed with a larger well and possible contamination of water wells with installation of a septic system for this larger facility.

Rebecca Huss said that finding out what the time line is might be useful, because it sounds like Mr. Nemeth has a lot of concerns but she is not sure that he has direct knowledge of exactly what they are talking about. Rebecca Huss said that she would like to see the information on the water and sewer contamination if it is a legitimate business, the City might look at running water and sewer out there. Rebecca Huss said that there are a lot of different options, but they don't know what to do if they do not really know what is happening.

Mr. Yates said that Mr. Nemeth is concerned with someone that is going to build near him. Rebecca Huss said that she would like to know some facts before they try to tell the County how to make any decisions. Mr. Yates said that they are located in the City's ETJ.

Mr. Yates said that the City has no legal standing on outside City permits, other than subdivision platting in the ETJ. Mr. Foerster concurred with Mr. Yates and said that the City has limitations to control development in its ETJ.

Mr. Foerster said that FM 1097 West is a State maintained road. Mr. Foerster said that 2-3 years ago on FM 1097 East there was a new company that was constructing their facility and the State Highway required, at their expense, to put a turn lane in on FM 1097 East. Mr. Foerster said that if this is a wedding venue, there will be times where there will be a lot of traffic, and it might be advisable for Mr. Nemeth to contact the District Engineer to say that he has a concern. Dave McCorquodale said that, unless there is an existing driveway there, when they get a permit for a culvert that is the point in the process when TxDOT catches it and makes their requirements known. Dave McCorquodale said that he was inclined to agree he would like more information before he would be ready to do anything on any of it. Mr. Foerster said that it would not hurt for Mr. Yates to approach the property owner and ask questions, but in terms of us giving directions or ultimatums, he did not think that the City was in the position to do that.

After discussion, Rebecca Huss moved to table this item. Dave McCorquodale seconded the motion, the motion carried unanimously. (3-0)



Re: Jennings Trace

1 message

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

To: Greg <Luv2fly@consolidated.net>

Greg, I just spoke to Chad Stultz who is co-owner of the property that will comprise the Jennings Trace development. Mr. Stultz said that the driveway entrance is 21' wide, which is the standard and he also said that they have an approved TxDOT driveway permit. He said that they had not considered, nor been requested by TxDOT to place an access/decell approach lane width to it that they would place a security light at the driveway entrance off FM 1097. Mr. Stultz said that they would be connecting to Dobbins-Plantersville Water Supply Corporation. Mr. Stultz also said that the septic system that was designed for their capacity and that the septic permit was going through the Montgomery County septic system permitting process now.

I also asked and Mr. Stultz said that they had begun the process of obtaining a Montgomery County Building Permit.

I think this answers your questions and those of the City Council. I will report this to the City Council next Tuesday (the 27th) at the Council's next meeting.

Jack

On Sat, Jun 17, 2017 at 2:53 PM, Greg <Luv2fly@consolidated.net> wrote:

Mr. Yates,

My apologies for the tardiness in my response but I've been consumed with a medical condition that needed immediate attention. I believe you stated in your last email that the city could request until further information is available. I'm sorry to hear that. Prompt attention to this matter is required to protect the city's future liability, our neighbors and our weekend visitors.

I seem to have misplaced that last email so I'm going off of memory for your requested information. Please let me know what I've missed. I believe the council was seeking contact information and confirm information. I do not have names for the owners. I do have a copy of the sales that shows the 8.96 acre property was bought by Avajen Investments LLC on April 15, 2015, Suite 130, Conroe, Texas. I noticed a TABC sign placed recently on the property that shows Moon Vine Tavern LLC as the applicant. (Please see attached picture) So I don't really know if Moak is somehow connected to Jennings Trace from both the website and from a friend who is on the "Preferred Vendors" list on their website.

Texas Department of Transportation will not do any type of road widening or turn lane without a traffic survey AFTER the venue is built. That will be too late! The resurfacing of the road will not approve a widening due to the added cost and the fact that new road is complete. Meanwhile local vehicle traffic and cyclists will already be impacted and subjected to a lower margin of safety.

Here is a link to their website. It has the overall information of the venue.

<http://www.jenningstrace.com/>

The link to their contacts page. Neither of the above listed LLCs are on it. It does provide an address, phone and email contact.

<http://www.jenningstrace.com/weddings/contact-us/>

A link to frequently asked questions. This confirms capacity, time limits, parking, alcohol and many other questions that I believe the council requested.

<http://www.jenningstrace.com/weddings/information/faqs/>

The link to their Facebook page.

<https://www.facebook.com/jenningstracevenue/>

This link shows the 350 person capacity is correct. It also misidentifies the property in both size and trees while creating a false representation to the prospective client. The land is 8.96 acres with a tree on the property. If they do this on their website what will they do in reality? **"Upon entering the 10 wooded acres, Jennings Trace provides a sense of peace and solitude. Nestle in the bushes"**

<http://www.jenningstrace.com/weddings/about-us/>

These links above confirm my information in my formal request to the city council. It also confirms Jennings Trace's misinformation and deceit. Is this what the council wants to represent?

Again I am requesting the Montgomery City Council to protect its neighbors. I want to ensure that the current local residents and our weekend visitors are not harmed or endangered by this area and that all safety measures, codes and ordinances are strictly adhered to.

Regards,

Greg

Adobe Reader File Edit View Window Help
 2016 Sale of 1097 West - 8 acres.pdf
 Open [Icons] 1 / 15 300% [Icons]

2251 North Loop 336 West, Suite A, Conroe, TX 77304
Phone: (936)441-1411 | FAX: (713)341-6388

MASTER STATEMENT

<p>Settlement Date: April 15, 2016 Disbursement Date: April 15, 2016</p> <p>Borrower: Avajen Investments LLC 13080 Highway 105 West, Suite 130 Conroe, TX 77304</p> <p>Seller: Wickersham Holdings, LLC P. O. Box 812 Montgomery, TX 77356</p> <p>Property: 0000 FM 1097 Montgomery, TX 77356 8.96 acre in the Ben Rigby Survey, A-31, Montgomery County, Texas. Addl L6 B46 S5, Walden, Montgomery County, Texas</p> <p>Lender: First National Bank of Anderson 1071 Highway 90 South, Post Office Box 159 Anderson, TX 77830</p>	<p>Escrow Number: cth-co-CTT16662 Escrow Officer: Peggy Hager</p>
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8.49 x 11.06 in [Icons]





Montgomery City Council
AGENDA REPORT

Meeting Date: June 27, 2017	Budgeted Amount:
Department:	
	Exhibits: Lease Agreement between City and Mr. Laughter
Prepared By: Jack Yates City Administrator	
Date Prepared: June 22, 2017	

Subject

This is to consider a five-year lease with Mr. laughter for his property immediately north of Caroline Street and south of the lease with Cozy Grape Restaurant.

Description

This is a new Agreement between Mr. Ramon Laughter and the city. Hopefully this five-year lease answers the issue of the paving of the Laughter part of the parking lot planned for paving by the MEDC.

This lease was brought about by the Council's concerns about paving on the one-year lease now in place. If you approve the lease bids will be taken on the paving of the entirety of the Cozy Grape and Laughter properties. If you remember, the worst case is after five years Mr. Laughter could ask the City to remove the asphalt paving over his property. That can be accomplished for approximately \$3,000 or he could simply leave the asphalt on his property.

The lease is the same wording as the existing one-year lease with the exception of the Right of First Refusal by Tenant paragraph. The paragraph gives the City 45 days to match a genuine contract for sale of the Laughter property.

Montgomery City Council
AGENDA REPORT

Recommendation

To approve the lease as presented.

Approved By

City Administrator

Jack Yates

Date: June 22, 2017

LEASE AGREEMENT BETWEEN
CITY OF MONTGOMERY, TEXAS
AND RAMON M. LAUGHTER

DATE: _____, 2017

LANDLORD: RAMON M. LAUGHTER, and his heirs, administrators, and successors

Landlord's Address:

8225 FM 149 Road
Montgomery, Texas 77316-9260

Tenant: CITY OF MONTGOMERY, TEXAS

Tenant's Address:

P.O. Box 708
Montgomery, Texas. 77356

Premises: Montgomery Townsite 02, Tracts 24 and 25, as particularly described in Exhibit "A" attached and incorporated here

Term (months): Five (5) years [60 months]

Commencement Date: September 1, 2017

Termination Date: August 31, 2022

Early Termination: Notwithstanding anything herein to the contrary, this Agreement is automatically renewed from year to year after the Termination Date, while termination with mutual consent of the parties may happen at any time during the term of this lease. Tenant understands that Landlord may wish to sell the Premises during the term of this lease or any extended term of the lease. If a contract to purchase is submitted to Landlord by a third party, Landlord shall give 45 days' notice to Tenant which shall have the Right of First Refusal as described below. If Tenant does not offer to match the purchase price, this Agreement to lease is terminated effective the 45th day after the written notice is received by Tenant.

First Right of Refusal by Tenant: In the event a genuine contract to purchase the Premises is offered to Landlord by a third party, Landlord will give Tenant (City of Montgomery) 45 days' written notice of such offer to purchase. Thereupon, within 45 days from the Tenant's receipt of such written notice by Landlord, Tenant shall have the first right of refusal to purchase the Premises at the same price and under the same terms offered in writing to Landlord by a third party.

Rent: Tenant shall annually pay to Landlord the amount of \$1.00 which shall be paid in the month of September of each year of this 5-year term or any extended term of the lease. Tenant shall remit payment without invoices from the Landlord. Tenant may prepay the rent amount for any, or all, of the years of the term of this Agreement.

Permitted Use of Premises:

1. Tenant and its agents shall be permitted to host special public events on the Premises for event vendors and event parking at no additional cost to the Tenant.
2. Tenant shall be permitted to construct, install, maintain, utilize and operate a parking lot on the Premises, along with related appurtenances, including but not limited to, overhead and/or underground lighting and electricity, fencing, benches, gazebos, paving, and other improvements necessary to promote public use for public events. Tenant may use the Premises as an overflow parking area and an events area for the City of Montgomery and the public.

Clauses and Covenants

A. Tenant agrees to:

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.
3. Obey (a) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any common areas and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.
4. Obtain and pay for all utility services used by Tenant and not provided by Landlord.
5. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers.
6. Repair, replace and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
7. Vacate the Premises on the last day of the Term or extended term of the Lease.
8. Maintain a liability insurance policy covering the Premises in an amount similar to other property owned and or leased by Tenant and provide Landlord certificates of insurance or other proof of said insurance on request. The liability policy must be endorsed to name Landlord as additional insured.
9. Maintain the premises in a neat and attractive condition, and reasonably mowed and maintained.

B. Tenant agrees not to:

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste
4. Allow a lien to be placed on the Premises.
5. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to:

1. Lease to Tenant the Premises subject to the Term and Termination Date provisions.
2. Obey all laws relating to Landlord's operation of the Premises.

D. Landlord agrees not to:

1. Interfere with Tenant's possession of the Premises so long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require in writing that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.
2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.
3. *Default by Landlord/Event.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice.
4. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages.
5. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent after being given thirty (30) day's written notice by Landlord; (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

6. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to terminate this lease by written notice and sue for damages.
7. *Default/Waiver/Mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.
8. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant-at-will and must vacate the Premises on receipt of written notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend this Term.
9. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
10. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.
11. *Venue.* Exclusive venue is in Montgomery County, Texas.
12. *Entire Agreement.* This lease constitutes the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the lease of the Premises by Landlord to Tenant that are not in this lease.
13. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
14. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
15. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, person delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when received. Any address for notice may be changed by written notice delivered as provided herein.
16. *Abandoned Property.* Landlord may retain, destroy or dispose of any property left on the Premises at the end of the Term.

17. *Binding on Successors.* This lease shall be binding on the parties' heirs, administrators, successors and assigns.
18. *Recording the Lease Agreement.* Landlord and Tenant agree that this Lease Agreement may be recorded in the Real Property Records of the County Clerk of Montgomery, County.

LANDLORD:

RAMON M. LAUGHTER, Owner

TENANT:

CITY OF MONTGOMERY, TEXAS

KIRK JONES, Mayor

ATTEST:

SUSAN HENSLEY City Secretary

After Recording Return To:

City of Montgomery, Texas
P. O. Box 708
Montgomery, Texas 77356

Exhibit "A"

Property: (including any improvements):

Two tracts of land in the Town of Montgomery in the John Corner Survey, A-8, described as follows:

TRACT 1:

Being 0.055 acre of land described in Deed to Edgar Geisinger recorded in Volume 570, Page 231 of the Deed Records of Montgomery County, Texas, and being further described as follows, to-wit:

BEGINNING at an iron rod which is the Northwest corner of an old Peel lot conveyed to Edgar Geisinger described in Volume 569, Page 438 of the Deed Records of Montgomery County, Texas, in the East line of Liberty Street, 27.5 feet from the centerline of same, and being North 55.0 feet from the intersection of Caroline and Liberty Streets;

THENCE North with the East line of Liberty Street, 22.0 feet to an iron rod for corner, the Southwest corner of a W.B. Wood lot;

THENCE East 110.0 feet to an iron rod for corner in the West line of McCown Street;

THENCE South with street 22.0 feet to an iron rod for corner;

THENCE West 110.0 feet to the Place of Beginning and containing 0.055 acres of land, more or less.

TRACT 2:

Being 0.139 acre of land described in Deed from Eunice Peel Jett, et al recorded in Volume 569, Page 438 of the Deed Records of Montgomery County, Texas, and being further described as follows, to-wit:

BEGINNING at an iron rod which is the intersection of Caroline and McCown Street, and the southeast corner of the tract herein described.

THENCE West with the North line of Caroline Street 110.0 feet to an iron stake for corner, at the intersection of Liberty Street;

THENCE North with the East line of street 55.09 feet to an iron rod for corner, the Southwest corner of another Peel lot conveyed to Edgar Geisinger;

THENCE East 110.0 feet to an iron rod for corner, in the West line of McCown Street;

THENCE South 55.0 feet to the Place of Beginning and containing 0.139 acre of land, more or less.

Montgomery City Council
AGENDA REPORT

Meeting Date: June 27, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Escrow Agreement
Date Prepared: June 22, 2017	

Subject

This is to adopt a formal Escrow Agreement between Developers and the City for engineering costs, legal fees, consulting fees and administrative expenses incurred during planning of the development of property in the city.

Description

The Escrow Agreement proposed is based on a City of Shenandoah model ordinance. Each Escrow Agreement with each Developer would require City Council approval. The Agreement would be used whenever a Developer begins development of their property and needing time/work/review by the city.

Article II has a blank for the cost of the types of services provided by the City. Following city adoption, which happens after agreement by the Developer to the Agreement, the Developer would deposit payment to the Escrow Fund of the City. The Agreement can only be done in writing and with mutual consent of the City council and the Developer.

Section 2.03 states that in the event funds advanced are insufficient to cover the City's cost the Developer agrees to tender additional sums upon request to cover those costs. Any funds which remain after completion of the development will be refunded to the Developer.

The City Attorney stands ready to answer any further questions/comments.

Montgomery City Council
AGENDA REPORT

Recommendation

To approve the Escrow Agreement document as presented.

Approved By

City Administrator

Jack Yates

Date: June 22, 2017

ESCROW AGREEMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

THE STATE OF TEXAS ⊃

COUNTY OF MONTGOMERY ⊃

This Escrow Agreement, is made and entered into as of the _____ day of _____, 20____ by and between the CITY OF MONTGOMERY, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "City"), and _____, a Corporation, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of an _____ acre tract of land located in the _____ Survey, A-_____, Montgomery County, Texas sometimes referred to as the _____ Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

WHEREAS, the City policy requires the Developer to establish an Escrow Fund with the City to reimburse the City for engineering costs, legal fees, consulting fees and administrative expenses incurred during the preliminary and final platting phase and for construction management and

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

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

AGREEMENT

ARTICLE I

SERVICES REQUIRED

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

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

ARTICLE II

FINANCING AND SERVICES

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

Engineering Fees:	\$ _____
Legal Fees	_____
Administrative Services	_____
Construction Management and Inspection	_____
Consulting Fees	_____
TOTAL:	\$ _____

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

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

ARTICLE III

MISCELLANEOUS

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

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

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

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

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

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

If to City, to:	City Administrator City of Montgomery
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I01 Old Plantersville Rd.
Montgomery, Texas 77356

If to Developer, to:

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

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

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

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

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

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

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

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

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

CITY OF MONTGOMERY, TEXAS

By: _____
_____ Mayor

ATTEST:

By: _____
Susan Hensley, City Secretary

Developer

By:

Signature

Title: _____

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

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

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

Notary Public, State of Texas

THE STATE OF TEXAS {

COUNTY OF _____ {

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

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

Notary Public, State of Texas

Montgomery City Council
AGENDA REPORT

Meeting Date: June 27, 2017	Budgeted Amount:
Department:	
	Exhibits: Memo from City Engineer, Drawings showing public infrastructure
Prepared By: Jack Yates City Administrator	
Date Prepared: June 22, 2017	

Subject

This is to consider approval of the Final Plat for the Montgomery First property, that is situated immediately west of the new Pizza Shack property.

Description

The engineer states, in his memo, that most review comments have been addressed however, the Engineer recommends that you grant provisional approval to allow addressing of the minor items remaining prior to final plat being signed and filed of record.

Recommendation

To give provisional approval to allow addressing of the minor items remaining prior to final plat being signed and filed of record.

Approved By

City Administrator	Jack Yates	Date: June 22, 2017
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June 21, 2017

The Planning and Zoning Commission
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Re: Submission of Final Plat and Construction Drawings
Montgomery First
City of Montgomery

Commission Members:

We have reviewed the referenced Final Plat as prepared by Mr. Jay Dean Canine, RPLS. Most review comments have been addressed however there are still outstanding items to be addressed. We have also reviewed the accompanying construction drawings as prepared by Mr. E. Levi Love, PE. Again, most review comments have been addressed however there are still outstanding items to be addressed. We offer the recommendation that should the Commission grant provisional approval of the referenced documents we will continue to coordinate with Messers. Canine and Love to ensure all review comments are addressed prior to formal approval of the final plat and accompanying construction drawings.

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

Sincerely,

Ed Shackelford, PE
Engineer for the City

EHS/cvr:kmf

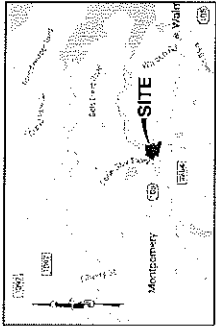
P:\PROJECTS\W5841 - City of Montgomery\W5841-0900-00 General Consultation\2017\P&Z Reports\6.26.17\Montgomery First Final Plan and Plat P&Z Opinion.doc

Enclosure:

Montgomery First Final Plat
Montgomery First Construction Plans

cc/enc:

The Honorable Mayor and City Council, City of Montgomery
Mr. Jack Yates – City of Montgomery, City Administrator
Ms. Susan Hensley – City of Montgomery, City Secretary
Mr. Larry Foerster – Darden, Fowler and Creighton, LLP, City Attorney
Mr. E. Levi Love, PE – L Squared Engineering
Mr. Jay Dean Canine, RPLS – Town & Country Surveyors



VICINITY MAP
1/2" MAP - 10/11

LINE TABLE

NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	IDENTITY
01	N 72° 18' 47.1" E	24.98	01	S 73° 29' 39.7" E	32.21	N 12° 28' 11.1" E
02	S 73° 29' 39.7" E	18.93	02	S 27° 00' 00.0" E	44.48	S 27° 00' 00.0" E
03	S 27° 00' 00.0" E	25.14	03	S 42° 33' 31.1" E	21.11	S 42° 33' 31.1" E
04	S 42° 33' 31.1" E	25.14	04	S 27° 00' 00.0" E	44.48	S 27° 00' 00.0" E
05	S 27° 00' 00.0" E	18.93	05	N 72° 18' 47.1" E	24.98	N 72° 18' 47.1" E
06	N 72° 18' 47.1" E	24.98	06	N 12° 28' 11.1" E	32.21	N 12° 28' 11.1" E
07	N 12° 28' 11.1" E	32.21	07	N 72° 18' 47.1" E	24.98	N 72° 18' 47.1" E
08	N 72° 18' 47.1" E	24.98	08	N 12° 28' 11.1" E	32.21	N 12° 28' 11.1" E
09	N 12° 28' 11.1" E	32.21	09	N 72° 18' 47.1" E	24.98	N 72° 18' 47.1" E
10	N 72° 18' 47.1" E	24.98	10	N 12° 28' 11.1" E	32.21	N 12° 28' 11.1" E
11	N 12° 28' 11.1" E	32.21	11	N 72° 18' 47.1" E	24.98	N 72° 18' 47.1" E
12	N 72° 18' 47.1" E	24.98	12	N 12° 28' 11.1" E	32.21	N 12° 28' 11.1" E
13	N 12° 28' 11.1" E	32.21	13	N 72° 18' 47.1" E	24.98	N 72° 18' 47.1" E
14	N 72° 18' 47.1" E	24.98	14	N 12° 28' 11.1" E	32.21	N 12° 28' 11.1" E
15	N 12° 28' 11.1" E	32.21	15	N 72° 18' 47.1" E	24.98	N 72° 18' 47.1" E
16	N 72° 18' 47.1" E	24.98	16	N 12° 28' 11.1" E	32.21	N 12° 28' 11.1" E
17	N 12° 28' 11.1" E	32.21	17	N 72° 18' 47.1" E	24.98	N 72° 18' 47.1" E
18	N 72° 18' 47.1" E	24.98	18	N 12° 28' 11.1" E	32.21	N 12° 28' 11.1" E
19	N 12° 28' 11.1" E	32.21	19	N 72° 18' 47.1" E	24.98	N 72° 18' 47.1" E
20	N 72° 18' 47.1" E	24.98	20	N 12° 28' 11.1" E	32.21	N 12° 28' 11.1" E
21	N 12° 28' 11.1" E	32.21	21	N 72° 18' 47.1" E	24.98	N 72° 18' 47.1" E
22	N 72° 18' 47.1" E	24.98	22	N 12° 28' 11.1" E	32.21	N 12° 28' 11.1" E
23	N 12° 28' 11.1" E	32.21	23	N 72° 18' 47.1" E	24.98	N 72° 18' 47.1" E
24	N 72° 18' 47.1" E	24.98	24	N 12° 28' 11.1" E	32.21	N 12° 28' 11.1" E
25	N 12° 28' 11.1" E	32.21	25	N 72° 18' 47.1" E	24.98	N 72° 18' 47.1" E
26	N 72° 18' 47.1" E	24.98	26	N 12° 28' 11.1" E	32.21	N 12° 28' 11.1" E
27	N 12° 28' 11.1" E	32.21	27	N 72° 18' 47.1" E	24.98	N 72° 18' 47.1" E
28	N 72° 18' 47.1" E	24.98	28	N 12° 28' 11.1" E	32.21	N 12° 28' 11.1" E
29	N 12° 28' 11.1" E	32.21	29	N 72° 18' 47.1" E	24.98	N 72° 18' 47.1" E
30	N 72° 18' 47.1" E	24.98	30	N 12° 28' 11.1" E	32.21	N 12° 28' 11.1" E

LINE TABLE

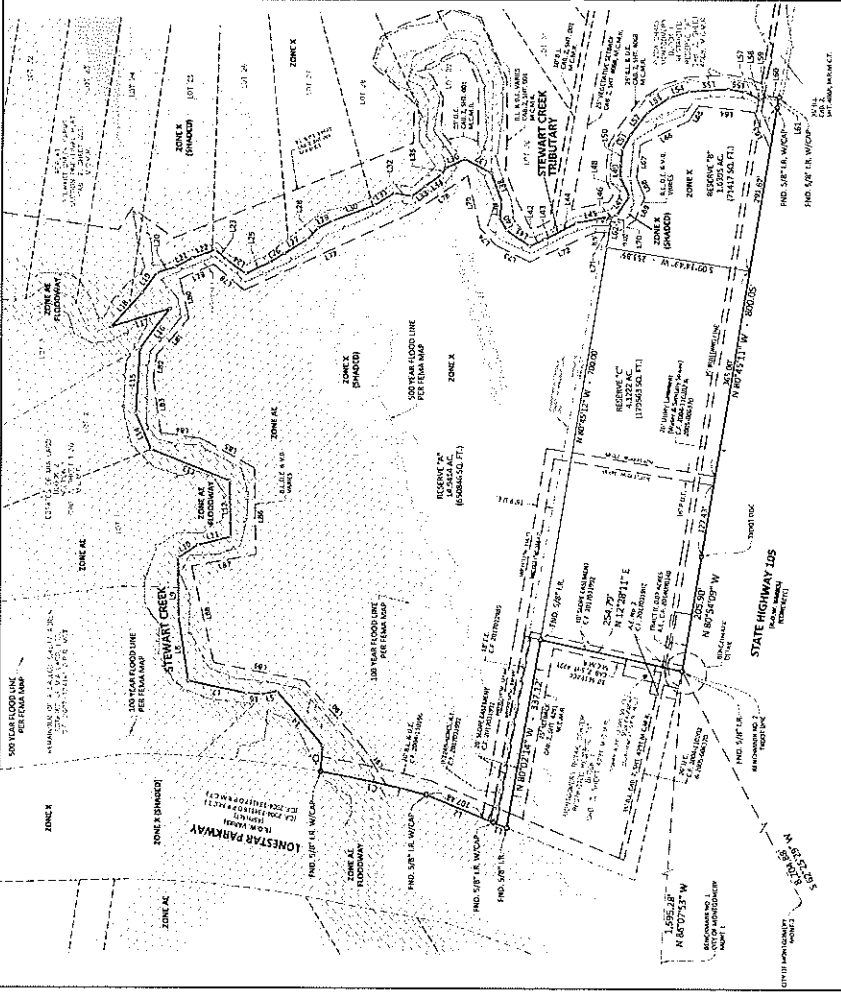
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
31	N 72° 18' 47.1" E	24.98	31	N 12° 28' 11.1" E	32.21
32	N 12° 28' 11.1" E	32.21	32	N 72° 18' 47.1" E	24.98
33	N 72° 18' 47.1" E	24.98	33	N 12° 28' 11.1" E	32.21
34	N 12° 28' 11.1" E	32.21	34	N 72° 18' 47.1" E	24.98
35	N 72° 18' 47.1" E	24.98	35	N 12° 28' 11.1" E	32.21
36	N 12° 28' 11.1" E	32.21	36	N 72° 18' 47.1" E	24.98
37	N 72° 18' 47.1" E	24.98	37	N 12° 28' 11.1" E	32.21
38	N 12° 28' 11.1" E	32.21	38	N 72° 18' 47.1" E	24.98
39	N 72° 18' 47.1" E	24.98	39	N 12° 28' 11.1" E	32.21
40	N 12° 28' 11.1" E	32.21	40	N 72° 18' 47.1" E	24.98
41	N 72° 18' 47.1" E	24.98	41	N 12° 28' 11.1" E	32.21
42	N 12° 28' 11.1" E	32.21	42	N 72° 18' 47.1" E	24.98
43	N 72° 18' 47.1" E	24.98	43	N 12° 28' 11.1" E	32.21
44	N 12° 28' 11.1" E	32.21	44	N 72° 18' 47.1" E	24.98
45	N 72° 18' 47.1" E	24.98	45	N 12° 28' 11.1" E	32.21
46	N 12° 28' 11.1" E	32.21	46	N 72° 18' 47.1" E	24.98
47	N 72° 18' 47.1" E	24.98	47	N 12° 28' 11.1" E	32.21
48	N 12° 28' 11.1" E	32.21	48	N 72° 18' 47.1" E	24.98
49	N 72° 18' 47.1" E	24.98	49	N 12° 28' 11.1" E	32.21
50	N 12° 28' 11.1" E	32.21	50	N 72° 18' 47.1" E	24.98

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHD. BRC.	CHORD
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02	1.0224	1.3162	1.5708	1.0224	0.7122
03	1.0224	1.3162	1.5708	1.0224	0.7122
04	1.0224	1.3162	1.5708	1.0224	0.7122
05	1.0224	1.3162	1.5708	1.0224	0.7122
06	1.0224	1.3162	1.5708	1.0224	0.7122
07	1.0224	1.3162	1.5708	1.0224	0.7122
08	1.0224	1.3162	1.5708	1.0224	0.7122
09	1.0224	1.3162	1.5708	1.0224	0.7122
10	1.0224	1.3162	1.5708	1.0224	0.7122
11	1.0224	1.3162	1.5708	1.0224	0.7122
12	1.0224	1.3162	1.5708	1.0224	0.7122
13	1.0224	1.3162	1.5708	1.0224	0.7122
14	1.0224	1.3162	1.5708	1.0224	0.7122
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17	1.0224	1.3162	1.5708	1.0224	0.7122
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19	1.0224	1.3162	1.5708	1.0224	0.7122
20	1.0224	1.3162	1.5708	1.0224	0.7122
21	1.0224	1.3162	1.5708	1.0224	0.7122
22	1.0224	1.3162	1.5708	1.0224	0.7122
23	1.0224	1.3162	1.5708	1.0224	0.7122
24	1.0224	1.3162	1.5708	1.0224	0.7122
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26	1.0224	1.3162	1.5708	1.0224	0.7122
27	1.0224	1.3162	1.5708	1.0224	0.7122
28	1.0224	1.3162	1.5708	1.0224	0.7122
29	1.0224	1.3162	1.5708	1.0224	0.7122
30	1.0224	1.3162	1.5708	1.0224	0.7122
31	1.0224	1.3162	1.5708	1.0224	0.7122
32	1.0224	1.3162	1.5708	1.0224	0.7122
33	1.0224	1.3162	1.5708	1.0224	0.7122
34	1.0224	1.3162	1.5708	1.0224	0.7122
35	1.0224	1.3162	1.5708	1.0224	0.7122
36	1.0224	1.3162	1.5708	1.0224	0.7122
37	1.0224	1.3162	1.5708	1.0224	0.7122
38	1.0224	1.3162	1.5708	1.0224	0.7122
39	1.0224	1.3162	1.5708	1.0224	0.7122
40	1.0224	1.3162	1.5708	1.0224	0.7122
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44	1.0224	1.3162	1.5708	1.0224	0.7122
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48	1.0224	1.3162	1.5708	1.0224	0.7122
49	1.0224	1.3162	1.5708	1.0224	0.7122
50	1.0224	1.3162	1.5708	1.0224	0.7122

FINAL PLAT
MONTGOMERY FIRST
 A COMMERCIAL SUBDIVISION OF
 20.7031 ACRES
 (901,866 SQ. FT.)
 IN THE
MONTGOMERY COUNTY, TEXAS
 1 BLOCK 3 RESERVES
 JUNE 2017

SHEET 1 OF 2



GENERAL NOTES

1. OFFICIAL: Final Plat, Montgomery County, Texas
2. M.C.L.C. (Montgomery County Land Commission) has approved this plat.
3. R.L.M. (Resubmittal) - This plat is a resubmittal of the original plat.
4. E.L. (Easement) - Easements are shown on this plat.
5. U.L. (Utility) - Utility easements are shown on this plat.
6. L.L. (Leasehold) - Leasehold interests are shown on this plat.
7. J.L. (Joint Tenancy) - Joint tenancy interests are shown on this plat.
8. S.L. (Surface Lease) - Surface lease interests are shown on this plat.
9. P.L. (Public Utility) - Public utility interests are shown on this plat.
10. M.L. (Mortgage Lien) - Mortgage liens are shown on this plat.
11. F.L. (Floodplain) - Floodplain areas are shown on this plat.
12. V.L. (Vegetation) - Vegetation areas are shown on this plat.
13. C.L. (Cultural Resources) - Cultural resources are shown on this plat.
14. H.L. (Historical Landmarks) - Historical landmarks are shown on this plat.

OWNER:
 MONTGOMERY COUNTY SUBDIVISIONS
 201 BROADWAY, SUITE 100
 HOUSTON, TEXAS 77002
 PH: 281.441.8515

PREPARED BY:
 TOWN & COUNTRY SURVEYORS
 10000 WEST 29TH AVENUE, SUITE 100
 DENVER, COLORADO 80231
 PH: 303.751.1111

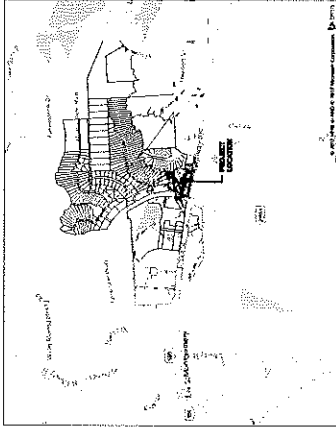
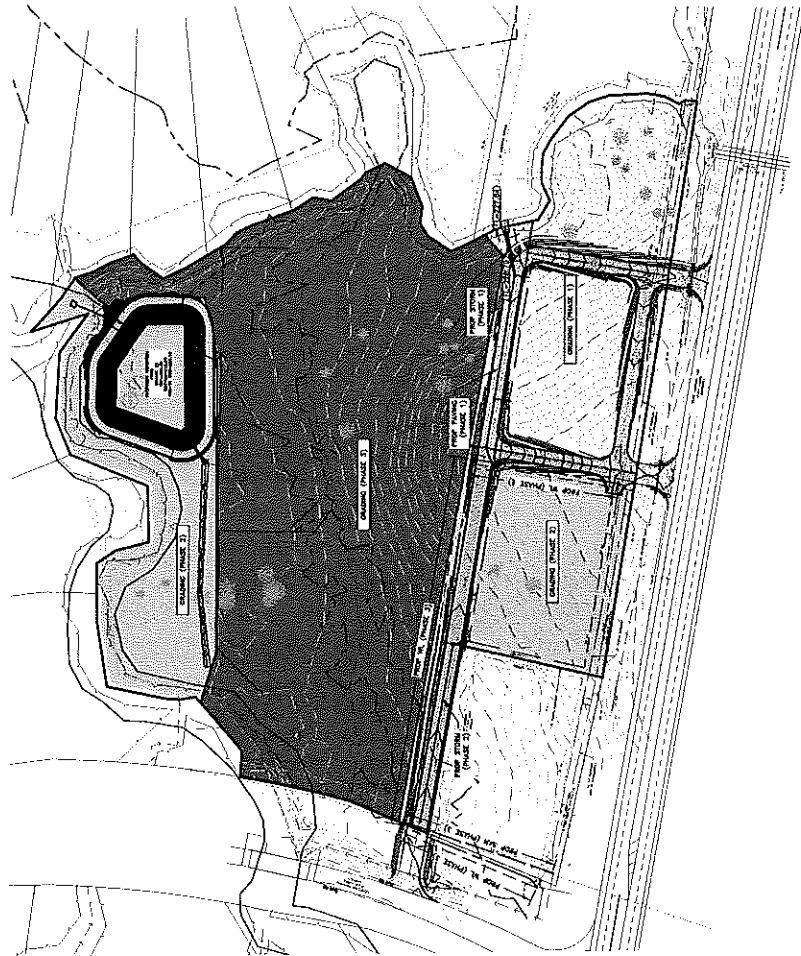
DATE: JUNE 2017

CITY OF MONTGOMERY, TEXAS
MONTGOMERY FIRST
PUBLIC INFRASTRUCTURE
 (CONSTRUCTION PLANS FOR PHASE 1 & PHASE 2)

INDEX

1	TITLE SHEET
2	EXISTING SURVEY CONDITIONS
3	OVERALL SITE PLAN
4	GRADING PLAN
5	CUT AND FILL MITIGATION
6	UTILITY PLAN
7	ROAD 1 UTILITY PLAN & PROFILE
8	ROAD 2 UTILITY PLAN & PROFILE
9	ROAD 3 UTILITY PLAN & PROFILE
10	ROAD 4 UTILITY PLAN & PROFILE
11	PRE-DEVELOPED OVERALL DRAINAGE PLAN
12	DRAINAGE PLAN
13	DRAINAGE CALCULATIONS
14	DETENTION POND DETAIL
15	SWPPP
16	GRADING PLAN - PHASING
17	CONSTRUCTION NOTES
18	UTILITY DETAILS
19	STORM SEWER DETAILS
20	PAVING DETAILS
21	PLAT (SHEET 1)
22	PLAT (SHEET 2)

THESE CONSTRUCTION PLANS HAVE BEEN PREPARED BY THE ENGINEER AND CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ENGINEER AND CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ENGINEER AND CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.



PROJECT LOCATION
 SCALE: N.T.S.

SQUARED ENGINEERING
 10000 N. GARDNER ROAD
 SUITE 100
 DALLAS, TEXAS 75243
 WWW.SQUAREDENGINEERING.COM
 TEL: 972.412.1234
 FAX: 972.412.1235

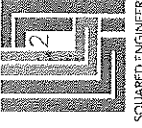
DATE: 10/15/2014
 PROJECT ADDRESS:
 PROJECT NUMBER:
 SHEET NUMBER: 1

MONTGOMERY FIRST
PUBLIC INFRASTRUCTURE

COVER SHEET

DATE	10/15/2014
SCALE	1" = 40' (HARD) 1" = 100' (SOFT)
SHEET	1

REGISTERED PROFESSIONAL ENGINEER
 STATE OF TEXAS
 NO. 12345
 CITY OF MONTGOMERY, TEXAS



SQUARED ENGINEERING, INC.
 1120 S. 10TH ST. SUITE 200
 DENVER, CO 80202
 WWW.SQUAREDENGINEERING.COM

**MONTGOMERY FIRST
 PUBLIC INFRASTRUCTURE**

OVERALL SITEPLAN

PROJECT:	1120 S. 10TH ST. SUITE 200
DRAWN BY:	JR
CHECKED BY:	JK
DATE:	11/20/13
SHEET:	3



- LEGEND:**
- 1. 1" = 10' (AS SHOWN)
 - 2. 1" = 5' (AS SHOWN)
 - 3. 1" = 2' (AS SHOWN)
 - 4. 1" = 1' (AS SHOWN)
 - 5. 1" = 1/2' (AS SHOWN)
 - 6. 1" = 1/4' (AS SHOWN)
 - 7. 1" = 1/8' (AS SHOWN)
 - 8. 1" = 1/16' (AS SHOWN)
 - 9. 1" = 1/32' (AS SHOWN)
 - 10. 1" = 1/64' (AS SHOWN)
 - 11. 1" = 1/128' (AS SHOWN)
 - 12. 1" = 1/256' (AS SHOWN)
 - 13. 1" = 1/512' (AS SHOWN)
 - 14. 1" = 1/1024' (AS SHOWN)
 - 15. 1" = 1/2048' (AS SHOWN)
 - 16. 1" = 1/4096' (AS SHOWN)
 - 17. 1" = 1/8192' (AS SHOWN)
 - 18. 1" = 1/16384' (AS SHOWN)
 - 19. 1" = 1/32768' (AS SHOWN)
 - 20. 1" = 1/65536' (AS SHOWN)
 - 21. 1" = 1/131072' (AS SHOWN)
 - 22. 1" = 1/262144' (AS SHOWN)
 - 23. 1" = 1/524288' (AS SHOWN)
 - 24. 1" = 1/1048576' (AS SHOWN)
 - 25. 1" = 1/2097152' (AS SHOWN)
 - 26. 1" = 1/4194304' (AS SHOWN)
 - 27. 1" = 1/8388608' (AS SHOWN)
 - 28. 1" = 1/16777216' (AS SHOWN)
 - 29. 1" = 1/33554432' (AS SHOWN)
 - 30. 1" = 1/67108864' (AS SHOWN)
 - 31. 1" = 1/134217728' (AS SHOWN)
 - 32. 1" = 1/268435456' (AS SHOWN)
 - 33. 1" = 1/536870912' (AS SHOWN)
 - 34. 1" = 1/1073741824' (AS SHOWN)
 - 35. 1" = 1/2147483648' (AS SHOWN)
 - 36. 1" = 1/4294967296' (AS SHOWN)
 - 37. 1" = 1/8589934592' (AS SHOWN)
 - 38. 1" = 1/17179869184' (AS SHOWN)
 - 39. 1" = 1/34359738368' (AS SHOWN)
 - 40. 1" = 1/68719476736' (AS SHOWN)
 - 41. 1" = 1/137438953472' (AS SHOWN)
 - 42. 1" = 1/274877906944' (AS SHOWN)
 - 43. 1" = 1/549755813888' (AS SHOWN)
 - 44. 1" = 1/1099511627776' (AS SHOWN)
 - 45. 1" = 1/2199023255552' (AS SHOWN)
 - 46. 1" = 1/4398046511104' (AS SHOWN)
 - 47. 1" = 1/8796093022208' (AS SHOWN)
 - 48. 1" = 1/17592186044416' (AS SHOWN)
 - 49. 1" = 1/35184372088832' (AS SHOWN)
 - 50. 1" = 1/70368744177664' (AS SHOWN)
 - 51. 1" = 1/140737488355328' (AS SHOWN)
 - 52. 1" = 1/281474976710656' (AS SHOWN)
 - 53. 1" = 1/562949953421312' (AS SHOWN)
 - 54. 1" = 1/1125899906842624' (AS SHOWN)
 - 55. 1" = 1/2251799813685248' (AS SHOWN)
 - 56. 1" = 1/4503599627370496' (AS SHOWN)
 - 57. 1" = 1/9007199254740992' (AS SHOWN)
 - 58. 1" = 1/18014398509481984' (AS SHOWN)
 - 59. 1" = 1/36028797018963968' (AS SHOWN)
 - 60. 1" = 1/72057594037927936' (AS SHOWN)
 - 61. 1" = 1/144115188075855872' (AS SHOWN)
 - 62. 1" = 1/288230376151711744' (AS SHOWN)
 - 63. 1" = 1/576460752303423488' (AS SHOWN)
 - 64. 1" = 1/1152921504606846976' (AS SHOWN)
 - 65. 1" = 1/2305843009213693952' (AS SHOWN)
 - 66. 1" = 1/4611686018427387904' (AS SHOWN)
 - 67. 1" = 1/9223372036854775808' (AS SHOWN)
 - 68. 1" = 1/18446744073709551616' (AS SHOWN)
 - 69. 1" = 1/36893488147419103232' (AS SHOWN)
 - 70. 1" = 1/73786976294838206464' (AS SHOWN)
 - 71. 1" = 1/147573952589676412928' (AS SHOWN)
 - 72. 1" = 1/295147905179352825856' (AS SHOWN)
 - 73. 1" = 1/590295810358705651712' (AS SHOWN)
 - 74. 1" = 1/1180591620717411303424' (AS SHOWN)
 - 75. 1" = 1/2361183241434822606848' (AS SHOWN)
 - 76. 1" = 1/4722366482869645213696' (AS SHOWN)
 - 77. 1" = 1/9444732965739290427392' (AS SHOWN)
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 - 81. 1" = 1/151115727451828646838272' (AS SHOWN)
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 - 83. 1" = 1/604462909807314587353088' (AS SHOWN)
 - 84. 1" = 1/1208925819614629174706176' (AS SHOWN)
 - 85. 1" = 1/2417851639229258349412352' (AS SHOWN)
 - 86. 1" = 1/4835703278458516698824704' (AS SHOWN)
 - 87. 1" = 1/9671406556917033397649408' (AS SHOWN)
 - 88. 1" = 1/19342813113834066795298816' (AS SHOWN)
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 - 90. 1" = 1/77371252455336267181195264' (AS SHOWN)
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 - 94. 1" = 1/123794003928538027489912448' (AS SHOWN)
 - 95. 1" = 1/247588007857076054979824896' (AS SHOWN)
 - 96. 1" = 1/495176015714152109959649792' (AS SHOWN)
 - 97. 1" = 1/990352031428304219919299584' (AS SHOWN)
 - 98. 1" = 1/1980704062856608439838591168' (AS SHOWN)
 - 99. 1" = 1/3961408125713216879677182336' (AS SHOWN)
 - 100. 1" = 1/7922816251426433759354364672' (AS SHOWN)



DRIVE TABLE

LINE	STATION	LENGTH	AREA	PERIMETER
1	11.125	11.125	123.38	123.38
2	11.125	11.125	123.38	123.38
3	11.125	11.125	123.38	123.38
4	11.125	11.125	123.38	123.38
5	11.125	11.125	123.38	123.38
6	11.125	11.125	123.38	123.38
7	11.125	11.125	123.38	123.38
8	11.125	11.125	123.38	123.38
9	11.125	11.125	123.38	123.38
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11	11.125	11.125	123.38	123.38
12	11.125	11.125	123.38	123.38
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29	11.125	11.125	123.38	123.38
30	11.125	11.125	123.38	123.38
31	11.125	11.125	123.38	123.38
32	11.125	11.125	123.38	123.38
33	11.125	11.125	123.38	123.38
34	11.125	11.125	123.38	123.38
35	11.125	11.125	123.38	123.38
36	11.125	11.125	123.38	123.38
37	11.125	11.125	123.38	123.38
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39	11.125	11.125	123.38	123.38
40	11.125	11.125	123.38	123.38
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43	11.125	11.125	123.38	123.38
44	11.125	11.125	123.38	123.38
45	11.125	11.125	123.38	123.38
46	11.125	11.125	123.38	123.38
47	11.125	11.125	123.38	123.38
48	11.125	11.125	123.38	123.38
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56	11.125	11.125	123.38	123.38
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69	11.125	11.125	123.38	123.38
70	11.125	11.125	123.38	123.38
71	11.125	11.125	123.38	123.38
72	11.125	11.125	123.38	123.38
73	11.125	11.125	123.38	123.38
74	11.125	11.125	123.38	123.38
75	11.125	11.125	123.38	123.38
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97	11.125	11.125	123.38	123.38
98	11.125	11.125	123.38	123.38
99	11.125	11.125	123.38	123.38
100	11.125	11.125	123.38	123.38

LINE TABLE

LINE	STATION	LENGTH	AREA	PERIMETER
1	11.125	11.125	123.38	123.38
2	11.125	11.125	123.38	123.38
3	11.125	11.125	123.38	123.38
4	11.125	11.125	123.38	123.38
5	11.125	11.125	123.38	123.38
6	11.125	11.125	123.38	123.38
7	11.125	11.125	123.38	123.38
8	11.125	11.125	123.38	123.38
9	11.125	11.125	123.38	123.38
10	11.125	11.125	123.38	123.38
11	11.125	11.125	123.38	123.38
12	11.125	11.125	123.38	123.38
13	11.125	11.125	123.38	123.38
14	11.125	11.125	123.38	123.38
15	11.125	11.125	123.38	123.38
16	11.125	11.125	123.38	123.38
17	11.125	11.125	123.38	123.38
18	11.125	11.125	123.38	123.38
19	11.125	11.125	123.38	123.38
20	11.125	11.125	123.38	123.38
21	11.125	11.125	123.38	123.38
22	11.125	11.125	123.38	123.38
23	11.125	11.125	123.38	123.38
24	11.125	11.125	123.38	123.38
25	11.125	11.125	123.38	123.38
26	11.125	11.125	123.38	123.38
27	11.125	11.125	123.38	123.38
28	11.125	11.125	123.38	123.38
29	11.125	11.125	123.38	123.38
30	11.125	11.125	123.38	123.38
31	11.125	11.125	123.38	123.38
32	11.125	11.125	123.38	123.38
33	11.125	11.125	123.38	123.38
34				

Montgomery City Council
AGENDA REPORT

Meeting Date: June 27, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Memo from City Engineer, Drawings showing construction intent
Date Prepared: June 22, 2017	

Subject

This is the planned construction for Lake Creek Village Section Three.

Description

The engineer states, in his memo, that he recommends approval of the plans as shown.

Recommendation

To give approval to the construction plans as shown.

Approved By

City Administrator	Jack Yates	Date: June 22, 2017
--------------------	------------	---------------------



JONES | CARTER

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

June 21, 2017

Planning and Zoning Commission
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Re: Approval of Construction Drawings
Lake Creek Village, Section Three
City of Montgomery

Commission Members:

We have reviewed the referenced construction drawings as submitted by GLS Engineering and offer no objections to the plans as submitted to us. We offer our recommendation that the Planning and Zoning Commission approve the construction plans as shown. A final plat will be recorded following completion of construction.

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

Sincerely,

Ed Shackelford, PE
Engineer for the City

EHS/cvr:kmf

K:\W5841\W5841-0900-00 General Consultation\Correspondence\Letters\2017\MEMO to PZ RE Lake Creek Village Section 3 Plan Approval.doc

Enc: Construction Plans – Lake Creek Village, Section III

cc: The Honorable Mayor and City Council, City of Montgomery

Mr. Jack Yates – City of Montgomery, City Administrator

Ms. Susan Hensley – City of Montgomery, City Secretary

Mr. Larry Foerster – Darden, Fowler & Creighton, LLP, City Attorney

Mr. Troy Toland, PE – GLS Engineering

CONSTRUCTION PLANS
FOR

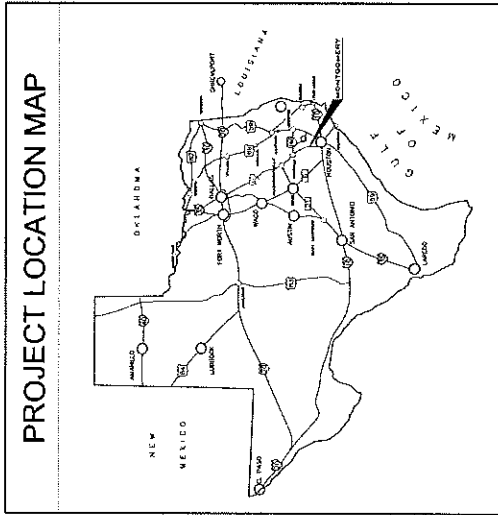
LAKE CREEK VILLAGE SECTION III

8.25 ACRES, 1 BLOCK, 22 LOTS, 3 RESERVES
(PAVING, WATER, SEWER, DRAINAGE IMPROVEMENTS)

MAY 2017

LAKE CREEK VILLAGE SECTION III
(PAVING, WATER, SEWER, DRAINAGE IMPROVEMENTS)

LAKE CREEK VILLAGE SECTION III
(PAVING, WATER, SEWER, DRAINAGE IMPROVEMENTS)



SUBMITTED: *Stephen Toy Toland*
Stephen Toy Toland, P.E.
Goodwin-Laster-Strong

DATE: 6/21/2017

I certify that these plans which bear my seal have been prepared by me or under my direct supervision and are, to the best of my knowledge, in compliance with all applicable city, state, and federal requirements. This proposed site will not impede the flow of surface waters from higher adjacent properties, will not alter the natural flow of surface waters so as to discharge them upon adjacent properties at a more rapid rate (except where previously agreed upon) or in a different location, and will not concentrate flow of surface waters in a manner which exceeds the capacity of the receiving watercourse (see note on sheet C1.4).

City of Montgomery, City Engineer
Signature Valid for One (1) Year _____ Date _____

Num	Sheet Title	Revision
	Cover Sheet	
C1.0	Project Notes & Information	
C1.1	Project Notes & Information	
C1.2	Overall Project Layout	
C1.3	Overall Grading & SWPPP Plan	
C1.4	Drainage Area Map	
PP1	Preliminary Plan	
C2.1	Roadway and Drainage Plan & Profile	
C2.2	Roadway and Drainage Plan & Profile	
	Sanitary Sewer Plan & Profile	
C3.1	Sanitary Sewer Plan & Profile	
C3.2	Sanitary Sewer Plan & Profile	
	Waterline Plan & Profile	
C4.1	Waterline Plan & Profile	
C4.2	Waterline Plan & Profile	
	Project Details	
C5.1	Project Details - Paving Details	
C5.2	Project Details - Sanitary Sewer Details	
C5.3	Project Details - Drainage Details	
C5.4	Project Details - Water Details	

* Sheets updated this revision.
Design Speed: 30 MPH

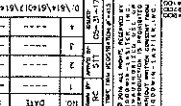
Variances:
1. Design speed of 30 MPH in lieu of 40 MPH.

PREPARED BY



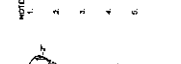
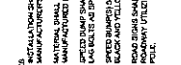
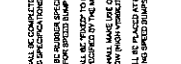
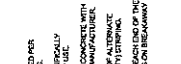
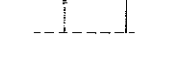
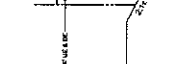
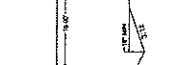
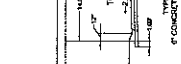
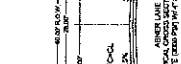
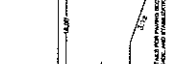
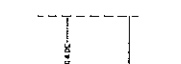
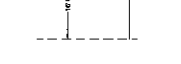
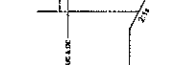
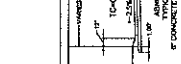
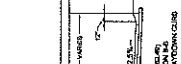
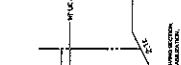
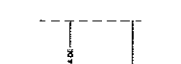
GOODWIN-LASTER-STRONG
A PROFESSIONAL ENGINEERING FIRM
1405 W. BAYVIEW BLVD., SUITE 100, MONROE, LA 70132
504.335.1100
20225 LEBLANC BLVD., SUITE 200, BRUNSWICK, GEORGIA 31520
504.335.1100
20000 W. STATE ST., SUITE 200, NEW ORLEANS, LA 70119
504.335.1100
8. West of I-10 at I-210, SECTION 12
7/7/2013 3:33 PM

NO.	DATE	REVISIONS
1	10/1/17	ISSUE FOR PERMIT
2	10/1/17	ISSUE FOR PERMIT
3	10/1/17	ISSUE FOR PERMIT
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10	10/1/17	ISSUE FOR PERMIT



Overall Project Layout
 Montgomery, Texas
 Levear Development - Phillip Levear
 Lake Creek Village Section III

CONTRACT NO. 818017
 SHEET NO. C1.2



Lake Creek Village Section Three
 BLOCK 1 22 LOTS
 3 RESERVES
 1 BLOCK
 TOTAL
 23 RESERVES

- NOTES
1. LIGHT POLES BY OTHERS FOR LIGHTING PURPOSES TO BE INSTALLED BY OTHERS. CONTRACTOR TO VERIFY LOCATION ONLY. COORDINATE WITH ELECTRICAL CONTRACTOR.
 2. SPEED BUMPS SHALL BE YELLOW WITH BLACK LETTERING AND YELLOW REFLECTIVE MATERIAL ON TOP.
 3. SPEED BUMPS SHALL BE PLACED AT EACH END OF THE ROAD.
 4. ROAD SIGNS SHALL BE PLACED AT EACH END OF THE ROAD.
 5. ROAD SIGNS SHALL BE PLACED AT EACH END OF THE ROAD.

QUANTITY TABLE

Item	Description	Quantity
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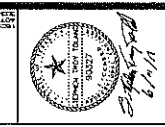
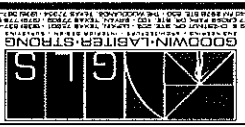
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NO.	DATE	REVISIONS
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STORM WATER POLLUTION PREVENTION PLAN (SWPPP) NOTES:

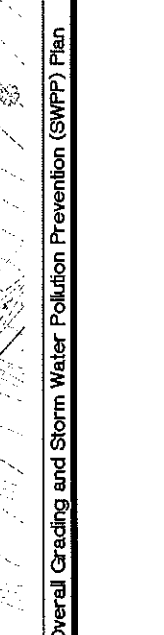
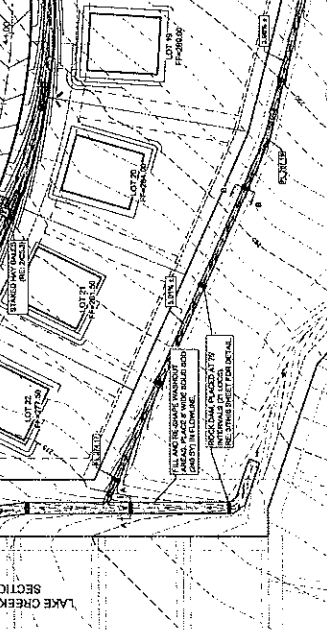
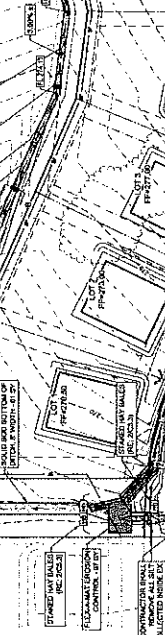
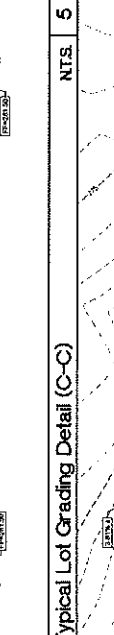
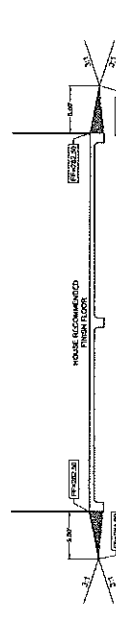
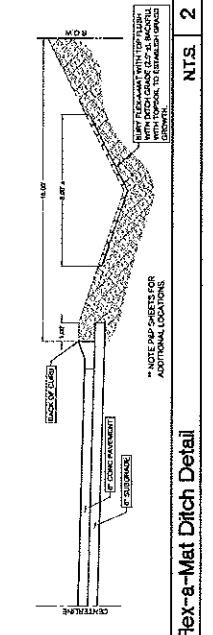
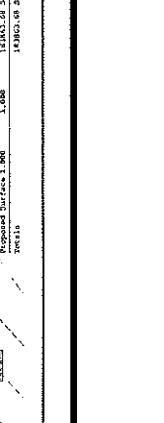
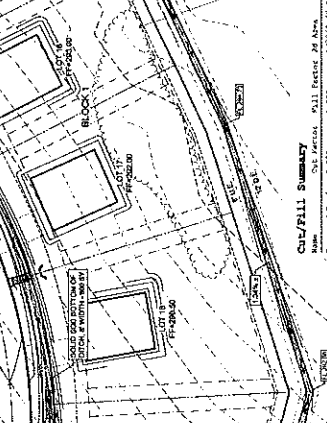
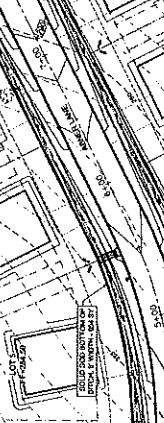
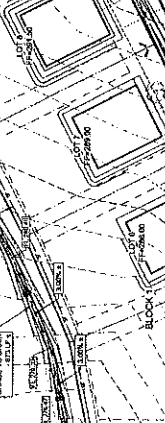
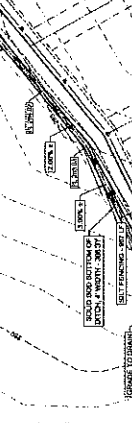
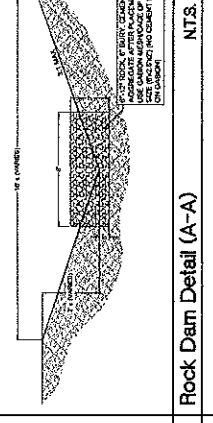
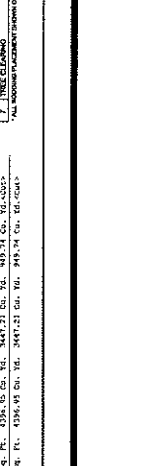
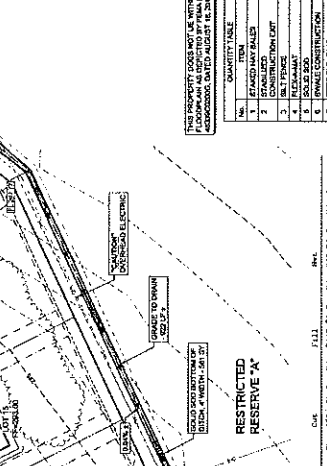
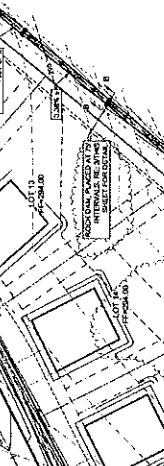
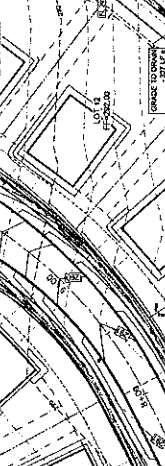
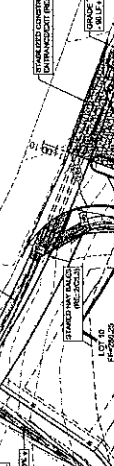
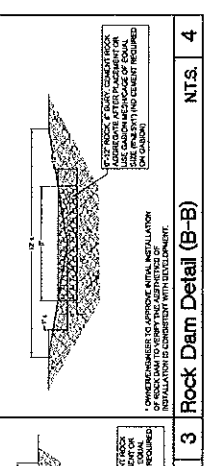
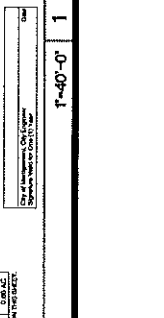
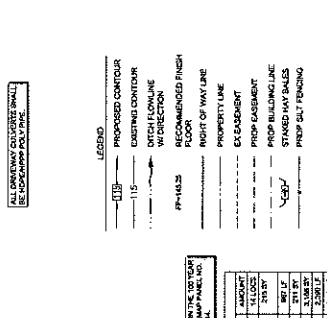
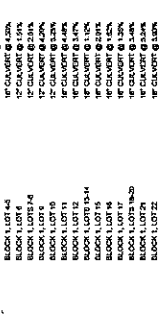
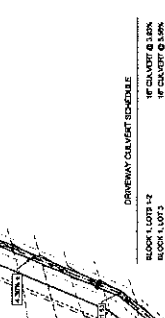
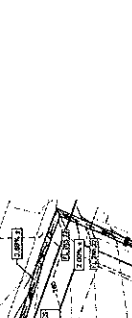
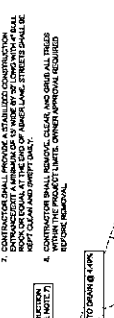
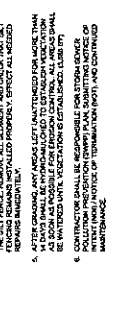
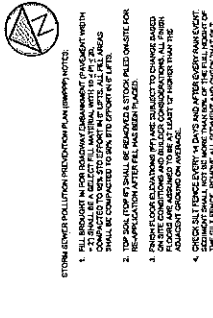
1. ALL SWPPP MEASURES SHALL BE INSTALLED AND MAINTAINED WITHIN THE PERMITTED AREA AND SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT. ALL SWPPP MEASURES SHALL BE INSTALLED AND MAINTAINED WITHIN THE PERMITTED AREA AND SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
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Lake Creek Village Section III
 Lavey Development - Phillip Letever
 Montgomery, Texas
 Overall Grading & SWPP Plan

CONTRACT NO. 14119
 SHEET NO. C1.3

NO.	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		



Flex-a-Mat Ditch Detail

Rock Dam Detail (B-B)

Rock Dam Detail (C-C)

Typical Lot Grading Detail (C-C)

Typical Lot Grading Detail (C-C)

Typical Lot Grading Detail (C-C)

Typical Lot Grading Detail (C-C)

Typical Lot Grading Detail (C-C)

Montgomery City Council
AGENDA REPORT

Meeting Date: June 27, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits:
Date Prepared: June 22, 2017	

Subject

This is the consideration of awarding a bid for the repaving work needed on Flagship Boulevard.

Description

The bids will be opened Monday, June 26th. The Engineer will have reviewed and will recommend a bidder at the Council meeting.

The FEMA funds paid to the City for Flagship Boulevard were \$87,074.30 which was meant to be for 75% of the total cost of drainage repairs and repaving. The drainage repairs were accomplished about four months ago at a cost of \$48,000. So we need to hope for a \$39,074.30 or less bid, otherwise the overage amount will need to come from General Fund Street Repairs line item.

The intent is to award the bid and to get the project completed over a Friday-Saturday and Sunday period before school opens in August.

Recommendation

To award the bid to _____ Company and to authorize the Mayor to execute a contract.

Approved By

City Administrator	Jack Yates	Date: June 22, 2017
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Montgomery City Council
AGENDA REPORT

Meeting Date: June 27, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Montgomery County Emerg. Communications District letter explaining about City Board position
Date Prepared: June 22, 2017	

Subject

This is to vote on, or suggest a different appointee, the Cities position on the MCECD Board.

Description

The Cities of Montgomery County have two position slots on the Board. One of those positions is held by Vicky Rudy of Oak Ridge North and that position is not open this time. Paul Virgadamo, City Administrator of Conroe, is the other Cities position and it is up for selection this time.

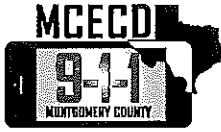
I have not heard of any problems with the MCECD and believe Mr. Virgadamo is doing an adequate job of representing the Cities.

Recommendation

To nominate Mr. Paul Virgadamo to the Montgomery County Emergency Communications District

Montgomery City Council
AGENDA REPORT

Approved By		
City Administrator	Jack Yates	Date: June 22, 2017



Montgomery County Emergency Communication District

June 19, 2017

Mayor Kirk Jones
City of Montgomery
Post Office Box 708
Montgomery, Texas 77356

Dear Mayor Jones:

As you probably know, the Montgomery County Emergency Communication District (MCECD) oversees and administers the 9-1-1 system for all of Montgomery County. Nearly 200,000 Montgomery County residents dialed 9-1-1 in the last year when they urgently needed a police officer, the fire department or emergency medical care.

MCECD is governed by a five member Board of Managers appointed for staggered terms of two (2) years. Two of the members are appointed by a majority vote of the cities within the county. Two others are appointed by the County Commissioners Court and the remaining member is appointed by the fire chiefs of the volunteer fire departments. (All appointments are governed by Texas Health and Safety Code, Section 772.306 c 1A.) The board currently consists of the following persons:

- Appointed by the cities: Paul Virgadamo and Vicky Rudy
- Appointed by the Commissioners Court: Jim Simon and Ryan Gable
- Appointed by the fire departments: Bob Hudson

The term for Paul Virgadamo will expire on September 30, 2017. Mr. Virgadamo is willing to remain serving as a city appointee. Your city may submit a nomination for Mr. Virgadamo or another qualified individual for a two-year term, expiring September 30, 2019.

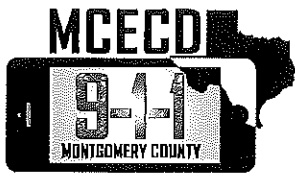
Please complete and return the enclosed nomination form as soon as possible but no later than Friday, July 14, 2017. A ballot with the names of all the nominees will be sent in September for your city's final vote.

If you should have any questions, please call me at (936) 523-5915. Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Chip VanSteenberg".

Chip VanSteenberg
Executive Director



Montgomery County Emergency Communication District
Post Office Box 1830
Conroe, Texas 77305-1830
(936) 523-5911 Fax: (936) 539-9111

**Cities of Montgomery County
9-1-1 Board of Managers Appointment
To serve the two-year term
October 1, 2017 – September 30, 2019**

NOMINATION FORM

Nominee: _____

Name: _____

City of _____

By: _____

Date: _____

Printed Name: _____

Signature: _____

Please complete and fax to (936) 539-9111, no later than close of business on Friday, July 14, 2017, or email to tgill@mc911.org.

Montgomery City Council
AGENDA REPORT

Meeting Date: June 27, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Power point- presentation From Texas City Atty. Assn.
Date Prepared: June 19, 2017	

Subject

Briefing from City Attorney regarding mandate that wireless infrastructure providers and wireless service providers have access to city rights of way to locate their facilities

Description

The City Attorney will give a summary regarding mobile and wireless antennas and towers in the City as involved in the recent law SB 1004.

The attached Power Point basically says that Small Cell and Distributed Antenna Systems can now, with a few guidelines, be placed anywhere in the city without paying and franchise fees (but they do have to pay an application fee). There are a few restrictions, such as in a Historical District or a city park, but they generally can be placed on city traffic signal poles, non-decorative street lights and street signs.

While a permit is required they must be given/rejected within 30 days of the application. The application must comply with the law. A Design Manual appears to be the city's guidelines for where the Small Cell and Distributed Antenna Systems can be placed.

Montgomery City Council
AGENDA REPORT

Recommendation

To listen and ask questions you consider relevant.

Approved By

City Administrator

Jack Yates

Date: June 19, 2017



Summer Conference

June 14-16, 2017

Emerging Right of Way Issues

Small Cells are a Big Deal

Senior Assistant City Attorney
Dallas City Attorney's Office



presented by
Don Knight

Chairman of the Board
Texas Coalition of Cities For Utility Issues



Texas Coalition of Cities for Utility Issues

What we will cover

- What is a small cell a.k.a network node?
- Steps to Prepare for SB 1004/Chapter 284
- PUC Proceedings
 - Extenet v. City of Houston
 - Crown Castle v. City of Dallas
- FCC Proceedings
 - Mobilitie Petition
 - Wireless NPRM
 - Wireline NPRM

Coming to a Right of Way near you

Small Cells aren't so small

The Players

CMRS PROVIDERS

- AT&T Mobility
- Verizon Wireless
- Sprint
- T-Mobile

WIRELESS INFRASTRUCTURE PROVIDERS

- Crown Castle
- Extenet
- Mobilitie
- Zayo
- and others...

Small Cell v. DAS

SMALL CELL

- A generic term that can apply to any cell site other than a macro site
- A single user cell site (not DAS) is usually referred to as a “small cell” site

DISTRIBUTED ANTENNA SYSTEM (DAS)

- A specific type of small cell system that can be shared by multiple wireless providers
- CMRS providers don't like DAS systems because they don't like to share facilities with their competitors



Typical Small Cell Components

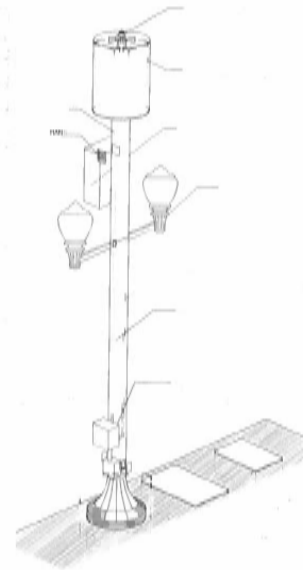
- Electric Service drop riser
- Multi-Host Antenna w/4 coax
- Antenna mount
- Fiber/Telecom Junction Box
- Radio Packs
- Grounding Bar
- Antenna Coax
- Electric Meter
- Breaker panel with disconnect

Special Thanks to John Haislet
Assistant City Attorney
College Station

Sample of Proposed DAS in the CBD



Current look



Per specifications



Proposed look

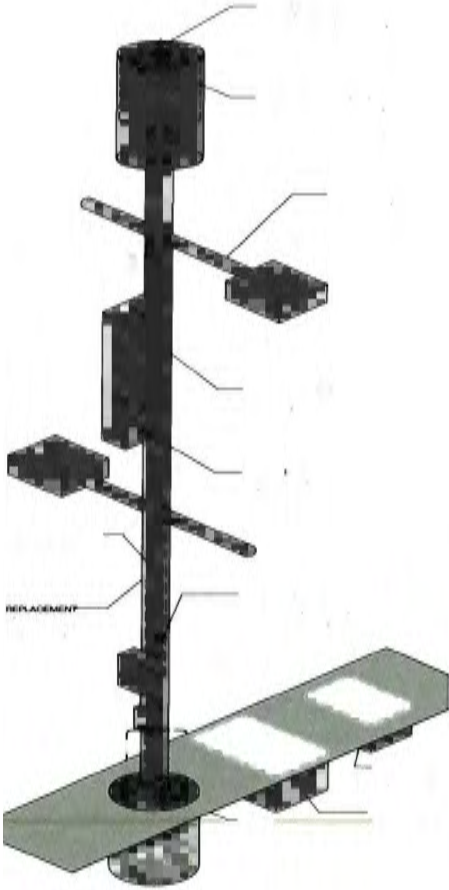
Streetlight
East on Market St. south
of Pacific

Sample of Proposed DAS in the CBD



Current look

Streetlight
Southside on Main west
of Ervay



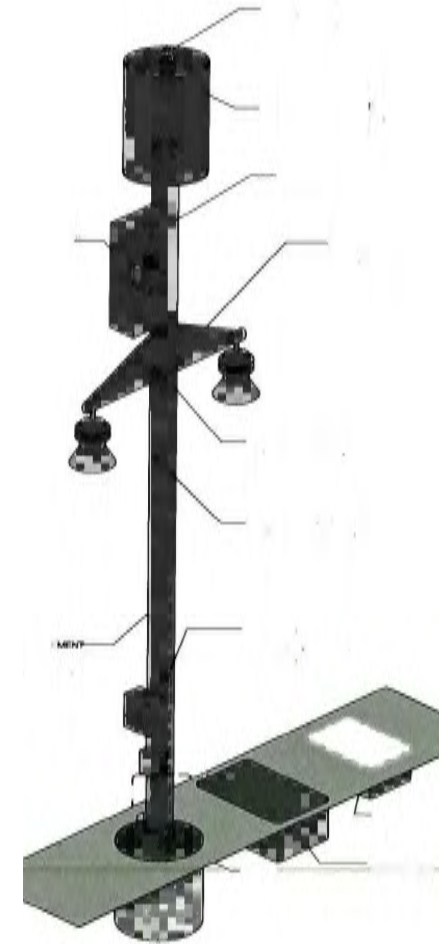
Proposed look
Per specifications

Sample of Proposed DAS in the CBD



Current look

Streetlight
Southwest corner of Field and Pacific



Proposed look
Per specifications

Example of Small Cell in Alley



Typical Alley Installation



Sample of a Pole for
Antenna Only Use



Small cell on a building

Hint: They don't have to be in the ROW



Close up of equipment boxes

Dual DAS – so much for DAS=less



Example of a cluttered small cell install

New Chapter 284 of the Texas Local
Government Code

Steps to Prepare for SB 1004

Become familiar with key provisions of Chapter 284

- Sec. 284.101 mandated access to RoW and Sec. 284.101 (a) (3) to city infrastructure ("Service poles") [traffic signals, non-decorative street lights, street signage] with agreement;
- Sec. 284.104, cannot use parks RoW and certain residential areas if street is 50 ft. wide or less, "without the municipalities' discretionary, non-discriminatory, and written consent";
- Sec. 284.105 Before installations in Historic Districts, Design Districts with decorative Poles, "must obtain advance approval from municipality". "As a condition for approval... may require reasonable design or concealment measures".
- Shot clock - Review and understand Sec. 284.154's deadlines for completeness, and time to act, as otherwise, the permit is "deemed" approved. Note the very short time to review fiber installations for completeness of 10 days, while its 30 days on network nodes; and note times to act or deemed granted.

Become familiar with key provisions of Chapter 284

- “Collocate or Collocation”, this term is confusing as it includes both new/initial installations, and adding facilities to existing installations.
- “Decorative pole”, is specific definition for certain qualified street lights that prohibits their use, as their use and access is not mandated by Sec. 284.101 (a) (3) as that section only applies to “Poles” and while “Poles” includes “Service poles”, “Service poles” does not include “Decorative poles”.

Become familiar with key provisions of Chapter 284

- "Design district". A new type of area that is generally an area that has land use controls as to certain design elements, and Decorative poles on which the city may require concealment of wireless facilities. For the City to apply stealth/concealment conditions to network nodes or node support poles in a Design district under Sec. 284.105, each City must formally zone or designate the applicable areas as Design districts that meet the statutory definition.

Become familiar with key provisions of Chapter 284

- "Historic district". In a Historic district the city may require concealment of wireless facilities, but for the City to apply s stealth/concealment conditions to network nodes or node support poles in Historic districts under Sec. 284.105, each City must formally zone or designate applicable areas as Historic Districts that meet the statutory definition.

Become familiar with key provisions of Chapter 284

- "Micro network node" - these are the tennis racket size devices cable companies have installed by lashing in the lines between poles in the rights-of-ways for several years now.
- "Municipal park". For the exclusion of Node support poles in a Municipal park RoW as allowed by Sec. 284.104 each City must formally zone or designate the applicable areas as a Municipal park.

Become familiar with key provisions of Chapter 284

- “Network node” is the broadly written term in Chapter 284 for wireless equipment, except the pole, which is a separate definition.
- “Network provider” is very broad, as it includes a “wireless provider” which is defined such that it could arguably include any entity that provides a wi-fi hot spot to the public.
- “Node support pole” is a new pole installed just to support a network node facility.

Become familiar with key provisions of Chapter 284

- "Pole" includes three other defined term items: "Node support pole", "Service pole", "Utility pole". This is key as to what is included as mandated access and use in Sec. 284.101 (a) (3).
- "Public right-of-way management ordinance", this is a RoW Ord. conforming to Ch. 284.
- "Public right-of-way rate", annual rental charge per Network node site, CPI adjusted.

Become familiar with key provisions of Chapter 284

- “Service pole” includes city traffic signal poles, non-decorative street lights, street signs.
- “Transport facility” is the physical fiber or line connection between the Network node in the right-of-way and the cellular network’s mobile switching location, which in most instances is on private property. A Transport facility is “for the purpose of providing backhaul for network nodes.”

Access: Mandated v. Limited v. Prohibited Network Node v. Network Support Pole

- ***Sec. 284.101 (a) (1) -(2) mandated access to RoW to install Network Nodes, use utility poles and install new Node Support poles.***
- ***Sec. 284.101 (a) (3) mandated use of City Service poles-- traffic signals, non-decorative street lights, street signage, with agreement, but no access or use of Decorative poles, as defined in Sec. 284.002;***

Access: Mandated v. Limited v. Prohibited Network Node v. Network Support Pole

- Sec. 284.104 (a) *limited access* to place Node Support poles in **Municipal parks RoW** and in **certain residential areas if street is 50 ft. wide or less, “without *the municipalities’ discretionary, non-discriminatory, and written consent*”;**
- Sec. 284.104 (b), *additional restrictions* for Network nodes and Node Support poles in municipal parks or residential areas that meet the area criteria of Sec. 284.104 (a) **must comply with private deed restrictions and other private restrictions.**

Access: Mandated v. Limited v. Prohibited Network Node v. Network Support Pole

- **Sec. 284.105. *Conditional concealment restrictions*** -- Before installations of Network nodes and Node support poles in designated **Historic districts, Design districts with decorative Poles**, they "must obtain *advance approval from municipality*". "*As a condition for approval... [a city] may require reasonable design or concealment measures*".
- **Sec. 284.107. Compliance with *undergrounding requirements*.**

Access: Mandated v. Limited v. Prohibited Network Node v. Network Support Pole

- **Sec. 284.102.** General installation requirements.
- **Sec. 284.103. 55-foot max. height.**
- **Sec. 284.108 (a) (2).** Equipment must be 8 ft. above grade and (b) comply with Design manual.

Distinguish Between Types of Installations to Determine Different Shot Clocks

- Sec. 284.154. Shot clock Chart- Review and understand Sec. 284.154's deadlines for completeness, and time for the city to act, as otherwise, the permit is "deemed" approved.
- Very short time to review fiber Transport (Transfer) facility installations for completeness within 10 days v. 30 days for network nodes and Node support poles

Distinguish Between Types of Installations to Determine Different Shot Clocks

- Network nodes - 30 days to determine completeness; 60 days to approve or deny, or if not acted on by that time permit is deemed approved.
- Node Support poles - 30 days to determine completeness; 150 days to approve or deny, or if not acted on by that time permit is deemed approved

Distinguish Between Types of Installations to Determine Different Shot Clocks

- Transfer facility (fiber)-10 days to determine completeness; 21 days to approve or deny, or if not acted on by that time permit is deemed approved



- Micro network node-no permit, so no shot clock if the installation is “strung” on lines between poles or node support poles. Sec. 284.157 (a) (3).

Distinguish between types of installations to determine different application and annual fees

NETWORK NODES

- **Application Fee:** Sec. 283.156 (b). application fee is lesser of: actual cost or \$500 for up to 5 Network nodes, and \$250 for each additional Network node on a permit (up to 30, per Sec. 284.152 (b)).
- **Annual Network Node site rental rate:** Sec. 284.053 \$250 per Network Node site, with annual CPI adjustment. Sec. 284.054.

Distinguish between types of installations to determine different application and annual fees

NODE SUPPORT POLES

- **Application Fee:** Sec. 283.156 (b). application fee is lesser of: actual cost or \$1,000 for each pole.
- **Annual rental rate:** No separate rate from Sec. 284.053 \$250 per Network Node site, with annual CPI adjustment. Sec. 284.054.

Distinguish between types of installations to determine different application and annual fees

TRANSFER FACILITY

- **Application Fee:** Not clear if the Sec. 284.156 (b) application fee for a Network node applies, although likely not.
- **Annual Transfer Facility rental rate:** Sec. 284.055. \$28 monthly for each Network Node site, unless an equal or greater amount is paid under Chapter 283, Loc. Gov. Code or Chapter 66, Util. Code.

Distinguish between types of installations to determine different application and annual fees

MICRO NETWORK NODE

- **No fee *if*** the installation is “strung” on lines between poles or node support poles. Sec. 284.157 (a) (3).

Distinguish When Permits are Required

Permits are generally required, per Sec. 284.152, but no permits under Sec. 284.157 (a) (1) -(3), with notice Sec. 284.157 (d) (1)) for:

- **Routine maintenance without excavation or closing sidewalks or vehicular lanes.**

Distinguish When Permits are Required

Permits are generally required, per Sec. 284.152, but no permits under Sec. 284.157 (a) (1) -(3), with notice Sec. 284.157 (d) (1)) for:

- **Replacing or upgrading that is substantially the same size (as defined in Sec. 284.157 (b)).**
- **Micro network node no permit *if* the installation is “strung” on lines between poles or node support poles. Sec. 284.157 (a) (3).**

Designate Areas and Districts by zoning or otherwise

- Municipal parks that meet the definition in Sec. 284.002.
- Residential areas that meet the criteria of Sec. 284.104.
- Historic Districts that meet the definition in Sec. 284.002 and the criteria in Sec. 284.105.
- Design Districts that meet the definition in Sec. 284.002 and the criteria of Sec. 284.105.
- Areas that qualify for compliance with underground requirements that meet the criteria of Sec. 284.107.

Documents to be prepared or reviewed

- Pole Attachment Agreement for use of Service Poles
- Design manual
- Review of RoW Management Ordinance
- Application Forms for Wireless Facilities in the Right of Way

Pole Attachment Agreements

- a.k.a. an Agreement between city and “network provider” to access/use of municipal “Service Poles”
- “Service Poles” is a defined term in sec. 284.002 (22) and includes city traffic lights, non-decorative street lights and traffic signs
- While access and use of “Service Poles is “mandated” by Sec. 284.101 (a) (3), the City can have a more detailed agreement. The agreement must be consistent with and not in conflict with Chapter 284 to use "Service poles"

Pole Attachment Agreements

- This agreement can be very short i.e., simply requiring compliance with RoW ord. and Design Manual, or more detailed, e.g., based on language used in the Houston Master License Agreement Template, conformed to be consistent with Ch. 284.
- Note: While city police powers are retained in Sec. 284.301, they are subject to the extent they do not conflict with Chapter 284, in accordance with Sec. 284. 151, arguably a general preemption of police powers by Ch. 284. Therefore, if there is any dispute on any conflict between the RoW Ord. and Chap. 284, litigation may ensue. Sec. 284.110, reiterates no discrimination among providers.

Design Manual

- Authorized by Sec. 284.108.
- Also see Sec. 284.102 and Sec. 284.103 regarding general limitations in installations
- Sec. 284.107 requires compliance with a city's undergrounding requirements.
- Pole minimum spacing and a single network per pole restrictions by cities are allowed according to testimony by an AT&T attorney and the House sponsor at House hearing on the bill

Review ROW Management Ordinance and Conform to Chapter 284

- Sec. 284.101 (b) requires compliance with a city's RoW Management Ordinance.
- RoW Management Ordinance is defined in Sec. 284.002 (19) as an ordinance that complies with Subchapter C [Sec. 284.101-284.110]. City should review and if necessary, update its RoW Management Ordinance to ensure it will be enforceable pursuant to Chapter 284.

Application Forms

- Forms should distinguish between wireless facilities in RoW, as opposed to private property.
- *For those on private property* distinguishing between new installations, and modifications, and for those that are modifications distinguishing between substantial changes and those that are not “substantial changes” under FCC Rules for Section 6409 unilateral expansion purposes and different FCC shot clocks.

Application Forms

- *For those in RoW Chap. 284* shot clock applies, and application and annual rental fees vary – forms must distinguish between:
 - “Network node” installations.
 - “Node support poles” installation.
 - “Transport facility” installations.

Application Forms

- Include contact info. for notification by city of CPI changes to Right of Way fees.
- Permits must require same information requested of other telecoms, except to show compliance with Chapter 284, per Sec. 284.153.
- **No permit as to “Micro network nodes” *if* the installation is “strung” on lines between poles or node support poles. Sec. 284.157 (a) (3).**

Constitutional
Questions posed by
SB1004

- Texas Constitution Article III, Sec. 52
Sec. 52. COUNTIES, CITIES OR OTHER POLITICAL CORPORATIONS OR SUBDIVISIONS; LENDING CREDIT; GRANTS; BONDS. (a) Except as otherwise provided by this section, **the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever,** or to become a stockholder in such corporation, association or company. However, this section does not prohibit the use of public funds or credit for the payment of premiums on nonassessable property and casualty, life, health, or accident insurance policies and annuity contracts issued by a mutual insurance company authorized to do business in this State.

Constitutional
Questions posed by
SB1004

- Texas Constitution Article III, Sec. 52
Sec. 52. COUNTIES, CITIES OR OTHER POLITICAL CORPORATIONS OR SUBDIVISIONS; LENDING CREDIT; GRANTS; BONDS. (a) Except as otherwise provided by this section, **the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever,** or to become a stockholder in such corporation, association or company. However, this section does not prohibit the use of public funds or credit for the payment of premiums on nonassessable property and casualty, life, health, or accident insurance policies and annuity contracts issued by a mutual insurance company authorized to do business in this State.

Extenet v. City of Houston

Crown Castle v. City of Dallas

Texas PUC Small Cell Proceedings

Interim Order – Extenet v. City of Houston

- The Public Utility Commission entered an Interim Order May 10th.
- The order is not final; as it is the subject of a motion for rehearing.
- What the PUC found is that ExteNet has no access lines and the PUC's order expressly declined to find that ExteNet provided backhaul lines.
- Not having backhaul lines and having no access lines, the question remains: How is ExteNet going to compensate the City for use of the City's ROW?

Interim Order – Extenet v. City of Houston

- Extenet argues that under Extenet v. City of Houston order they do not need to pay to be in the ROW or obtain a license to be in the ROW from the City
- PUC's critical Conclusions of Law are Nos. 6, 9 and 10
- However these Conclusions of Law fail to answer that fundamental question of how ExteNet will pay compensation for use of city ROW

Interim Order – Extenet v. City of Houston

Conclusion of Law No. 6

- ExteNet is providing telecommunications service.

Conclusion of Law No. 6

- Doesn't identify which telecom service ExteNet provides; so, one cannot discern from that conclusion that ExteNet is indeed providing a service to which access lines may be attributed. And given that the PUC found ExteNet has no access lines and is not providing backhaul service, the fact alone that ExteNet is providing telecommunications service is not conclusive of ExteNet's rights under Chapter 283.

Interim Order – Extenet v. City of Houston

Conclusion of Law No. 9

A CTP is required to pay compensation to the municipality in the amount determined by chapter 283 and the Commission's rules established under chapter 283.

Conclusion of Law No. 9

- This conclusion simply states what we can all agree to: Chapter 283 governs where Chapter 283 applies. But that conclusion doesn't conclude that the telecom service ExteNet provides over its antenna and fiber is covered by Chapter 283. Indeed, Conclusion of Law refers generically to a "CTP," but no where does it refer to ExteNet.

Interim Order – Extenet v. City of Houston

Conclusion of Law No. 10

Chapter 283 implements a uniform method for compensating municipalities for the use of the public rights of way that is, among other things: (a) administratively simple to municipalities and telecommunications providers, (b) is consistent with state and federal law, (c) is competitively neutral, and (d) is nondiscriminatory.

Conclusion of Law No. 10

- This conclusion does nothing more than to paraphrase the policy embodied in Chapter 283. But it provides no guidance with regard to ExteNet's rights or obligations in relation to use of the City's ROW.

Interim Order – Extenet v. City of Houston

- While Chapter 284 is not effective until Sep. 1, 2017, it addresses the very use of the ROW that ExteNet proposes to employ.
- As the Interim Order was issued before SB 1004 became law, the PUC has yet to address how the legislature could see a need for a new Chapter 284 if existing Chapter 283 already covered those same facilities.

Crown Castle v. City of Dallas

- SOAH ORDER NO. 5 LIFTING ABATEMENT AND SCHEDULING PREHEARING CONFERENCE on June 20, 2017
- Stay tuned...

We're the Federal Government and we're here to help you
stop thwarting broadband deployment...

FCC Proceedings

Wireless NPRM – FCC 17-38

Federal Communications Commission

FCC 17-38

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)
)
Accelerating Wireless Broadband Deployment by) WT Docket No. 17-79
Removing Barriers to Infrastructure Investment)

NOTICE OF PROPOSED RULEMAKING AND NOTICE OF INQUIRY

Adopted: April 20, 2017

Released: April 21, 2017

Comment Date: (30 days after date of publication in the Federal Register)

Reply Comment Date: (60 days after date of publication in the Federal Register)

By the Commission: Chairman Pai and Commissioner O’Rielly issuing separate statements;
Commissioner Clyburn concurring and issuing a statement.

TABLE OF CONTENTS

Heading	Paragraph #
I. INTRODUCTION.....	1

Wireline NPRM – FCC 17-37

Federal Communications Commission

FCC 17-37

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)
)
Accelerating Wireline Broadband Deployment by) WC Docket No. 17-84
Removing Barriers to Infrastructure Investment)

NOTICE OF PROPOSED RULEMAKING, NOTICE OF INQUIRY, AND REQUEST FOR COMMENT

Adopted: April 20, 2017

Released: April 21, 2017

Comment Date: [30 days after date of publication in the Federal Register]

Reply Comment Date: [60 days after date of publication in the Federal Register]

By the Commission: Chairman Pai and Commissioner O’Rielly issuing separate statements; Commissioner Clyburn concurring and issuing a separate statement.

TABLE OF CONTENTS

	Para.
I. INTRODUCTION.....	1
II. NOTICE OF PROPOSED RULEMAKING	3
A. Title, Attachment Reference	2

A.	Pole Attachment Reforms	3
1.	Speeding Access to Poles	6
2.	Re-examining Rates for Make-Ready Work and Pole Attachments	32
3.	Pole Attachment “Shot Clock” For Pole Attachment Complaints	47
4.	Reciprocal Access to Poles Pursuant to Section 251.....	52
B.	Expediting the Copper Retirement and Network Change Notification Process	56
1.	Copper Retirement	57
2.	Network Change Notifications Generally	66
3.	Section 68.110(b)	70
C.	Streamlining the Section 214(a) Discontinuance Process.....	71
1.	Applications That “Grandfather” Existing Customers	73
2.	Applications to Discontinue Previously Grandfathered Legacy Data Services	85
3.	Clarifying Treatment Under Section 214(a) of Carrier-Customers’ End Users	90
4.	Other Part 63 Proposals	95
III.	NOTICE OF INQUIRY	100
A.	Prohibiting State and Local Laws Inhibiting Broadband Deployment	100
B.	Preemption of State Laws Governing Copper Retirement.....	113
IV.	REQUEST FOR COMMENT.....	115
A.	The “Functional Test” Standard.....	115
B.	Determining Whether “Service” Goes Beyond a Single Offering or Product	123
C.	Comment Timeframes	124
V.	PROCEDURAL MATTERS.....	125
A.	<i>Ex Parte</i> Rules	125
B.	Initial Regulatory Flexibility Analysis.....	126
C.	Paperwork Reduction Act.....	127
D.	Filing of Comments and Reply Comments.....	128

Sprint, T-Mobile US
CEOs among the
most hated

By Kelly Hill on June 2, 2017

Telecom Tweets of the Week: RCR Wireless News

Sprint beat T-Mobile US this week, but I don't think they'll be bragging about the circumstances any time soon. Marcelo Claure edged out John Legere as one of the most-hated CEOs in America, according to analysis done by crowdsourced analytics company Owler.

The two wireless company CEOs were both in the top-five-most hated — Claure actually tied with Yahoo's Marissa Mayer, and Legere took the fourth spot. Neither one of them garnered as much dislike as United CEO Oscar Munoz, however

<http://www.rcrwireless.com/20170602/opinion/telecom-tweets-of-the-week-sprint-t-mobile-us-ceos-among-the-most-hated-tag6>



Questions?

A special thanks to Clarence West for all his help with this presentation and accompanying paper

BUT MOST OF ALL

For the many years of service to municipal government as a trusted advisor!

Montgomery City Council
AGENDA REPORT

Meeting Date: June 27, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits:
Date Prepared: June 21, 2017	

Subject

Briefing from City Attorney regarding a required Design Manual required under SB1004 regarding Small Cell and Distributed Antenna Systems

Description

The City Attorney is working with other City Attorney's to prepare a compliant Design Manual. He will report at the meeting.

Recommendation

To listen and ask questions you consider relevant.

Approved By

City Administrator	Jack Yates	Date: June 21, 2017
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Design Manual
by the City of
Montgomery, Texas

for the

*Installation of Network Nodes and Node Support Poles
pursuant to Tex. Loc. Gov. Code, Chapter 284.*

Table of Contents

SECTION 1. PURPOSE AND APPLICABILITY.....	3
SECTION 2. DEFINITIONS.....	3
SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.....	7
SECTION 4. GUIDELINES ON PLACEMENT.....	11
SECTION 5. GENERAL AESTHETIC REQUIREMENTS	15
SECTION 6. ELECTRICAL SUPPLY	16
SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.....	16
SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, REPLACEMENT, MAINTENANCE AND REPAIR.....	16
SECTION 9. INSTALLATION AND INSPECTIONS.....	18
SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT	19
SECTION 11. GENERAL PROVISIONS	19
SECTION 12. ADMINISTRATIVE HEARING - REQUEST FOR EXEMPTION.....	22
SECTION 13-19 RESERVED	22
SECTION 20. DESIGN MANUAL - UPDATES.....	22

SECTION 1. PURPOSE AND APPLICABILITY.

The City of Montgomery, Texas (“City”) recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities.

Purpose: Loc. Gov. Code, Chapter 284 allows certain wireless Network Providers to install in the public rights-of-way their wireless facilities, described and defined in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 as “Micro Network Nodes”, “Network Nodes”, and “Node Support Poles”.

As expressly allowed by Tex. Loc. Gov. Code, Chapter 284, Section 284.108, and pursuant to its police power authority reserved in Sec. 284.301¹, the City enacts these Design Guidelines in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

Applicability: This Design Manual is for siting and criteria for the installation Wireless Facilities, including Micro Network Nodes, Network Nodes, Node Support Poles and related ground equipment being installed pursuant to Loc. Gov. Code, Chapter 284

This Design Manual shall apply to any sitings, installations, collocations in, on, over or under the public rights-of-way of Network nodes, Node support poles, Micro network nodes, Distributed Antenna Systems, microwave communications or other Wireless Facilities, by whatever nomenclature, whether they are installed pursuant to Chapter 284, or installed pursuant to an agreement as agreed to and consented to by the City in its discretion, or installed as may otherwise be allowed by state law.

City Rights-of-Way Management Ordinance: A Network Provider shall comply with the City’s Rights-of-Way Management Ordinance except where in conflict with this Design Manual or Chapter 284, Subchapter C.

SECTION 2. DEFINITIONS.

The definitions as used in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual, unless otherwise noted in this Section 2, below.²

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means:

- (A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and
- (B) local amendments to those codes to the extent not inconsistent with Chapter 284.

City means the City of Montgomery, Texas or its lawful successor.

City Administrator shall mean City Administrator or designee

Chapter 284 means Tex. Loc. Gov. Code, Chapter 284.

Collocate and *collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Concealment or Camouflaged means any Wireless Facility or Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City advance approval under Chapter 284, Sec. 284.105 in Historic or Design Districts. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Design District means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Disaster emergency or disaster or emergency means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city state or federal governmental authorities.

Distributed Antenna System or DAS shall be included as a type of “Network Node.”

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Federal Communications Commission or FCC means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic district means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law. The City of Montgomery has designated historic preservation districts within Chapter 98, "Zoning," of the City Code of Ordinances. All references to *Historic Districts* shall mean historic preservation districts

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

Local means within the geographical boundaries of the City.

Location means the City approved and lawfully permitted location for the Network Node.

Macro tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.

Mayor means the Mayor for the City.

Micro network node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal park means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

Municipally owned utility pole means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

MUTCD means Manual of Uniform Traffic Control Devices.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower.

Network provider means:

- (A) a wireless service provider; or
- (B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:
 - (i) network nodes; or
 - (ii) node support poles or any other structure that supports or is capable of supporting a network node.

Node support pole means a pole installed by a network provider for the primary purpose of supporting a network node.

Permit means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

Pole means a service pole, municipally owned utility pole, node support pole, or utility pole.

Private easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Provider has the same meaning as “Network Provider.”

Public right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

- (A) a private easement; or
- (B) the airwaves above a public right-of-way with regard to wireless telecommunications.

Public right-of-way management ordinance means an ordinance that complies with Chapter 284, Subchapter C.

Service pole means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Small cell shall be included as a type of “Network Node.”

Street means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A “Street” is generally part of, but smaller in width than the width of the entire right-of-way, while a right-of-

way may include sidewalks and utility easements, a “Street” does not. A “street” does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

SWPPP shall mean Storm Water Pollution Prevention Plan.

TAS means Texas Accessibility Standards.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Underground Requirement Area shall mean means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility pole means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (B) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

Wireless service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider means a person that provides wireless service to the public.

Wireless facilities mean “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles” as defined in Texas Local Government Code Chapter 284.

SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

A. Prohibited or Restricted Areas for Certain Wireless facilities, except with Separate City Agreement or Subject to Concealment Conditions.

1. *Municipal Parks and Residential Areas*. In accordance with Chapter 284, Sec. 284.104 (a), a Network Provider may not install a Node Support Pole in a public right-of-way without the City's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a Municipal park or is adjacent to a street or thoroughfare that is:

(1) not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and

(2) adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1. In accordance with Chapter 284, Sec. 284.104 (b), a Network Provider installing a Network Node or Node Support Pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

Each permit application shall disclose if it is within a Municipal Park and Residential Areas as described above.

2. *Historic District and Design Districts.* In accordance with Chapter 284, Sec. 284.105, a Network Provider must obtain advance written approval from the City before collocating Network Nodes or installing Node Support Poles in a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

2.1. As a condition for approval of Network Nodes or Node Support Poles in Design Districts with Decorative Poles or in a Historic District, the City shall require reasonable design or Concealment measures for the Network Nodes or Node Support Poles. Therefore, any request for installations in a Design District with Decorative Poles or in a Historic District, must be accompanied with proposed Concealment measures in the permit applications.

2.2. The City request that a Network Provider explore the feasibility of using Camouflage measures to improve the aesthetics of the Network Nodes, Node Support Poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in Design Districts or in an Historic District.

2.3. Network Provider shall comply with and observe all applicable City, State, and federal historic preservation laws and requirements.

2.4. Each permit application shall disclose if it is within a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

3. *Historic Landmarks.* A Network Provider is discouraged from installing a Network Node or Node Support Pole within 300 feet of a historic site or structure or Historic Landmark recognized by the City, state or federal government (*see, for example, and not limited to* §442.001(3) of the Texas Government Code, and 16 U.S.C. §470), as of the date of the submission of the permit. It is recommended that each permit application disclose if it is with 300 feet of such a structure.

4. Compliance with Undergrounding Requirements. In accordance with Chapter 284, Sec. 284.107, a Network Provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

4.1 Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and or conversions of overhead to underground areas, as may be allowed by law.

4.2 Each permit application shall disclose if it is within an area that has undergrounding requirements.

B. Least preferable locations.

1. Residential Areas and Parks. A Network Provider is discouraged from installing a Network Node on an existing pole in a public right-of-way without written consent from the City Council if the public right-of-way is located in or adjacent to a street or thoroughfare that is adjacent to a municipal park or single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1 In accordance with Chapter 284, Sec. 284.104 (b) a Network Provider installing a Network Node or a Node Support Pole in a public right-of-way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

2. Historic Districts and Design Districts. A Network Provider is discouraged from installing a Network Node or a Node Support Pole in the public right-of-way in any area designated by the City as a Design Districts or in an area of the City zoned or otherwise designated as a Historic District unless such a Network Node or a new Node Support Pole is camouflaged.

C. Most preferable locations

1. *Industrial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

2. *Highway Rights-of-Way* areas if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

3. *Retail and Commercial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

D. Designated Areas.

1. The City Council may designate an area as a Historic District or a Design District under Chapter 284.105 at any time.

2. Currently designated *Historic Districts* are:

(a) Historic Preservation District is that area referred to in Chapter 98, "Zoning," of the City Code of Ordinances. Its boundaries are defined in the City Zoning Map.

3. Currently designated *Design District* areas are:

(a) Design District Number 1 is the area referred to as _____. Its boundaries are: _____.

(b) Design District Number 2 is the area referred to as _____. Its boundaries are: _____.

4. The failure to designate an area in this Chapter shall not mean that such an area is not within a defined district, if so designated by the City Council. Future areas may be designated as one of these Districts at any time. Such a designation does not require a zoning case.

5. While not required under Chapter 284 to designate Underground Compliance Areas to prohibit above ground Wireless facilities, the City may also, from time to time, also designate Underground Compliance Areas.

Currently designated *Underground Compliance Areas* are:

(a) Underground Compliance Area Number 1 is the area referred to as _____. Its boundaries are: _____.

(b) Underground Compliance Area Number 2 is the area referred to as _____. Its boundaries are: _____.

(c) _____ or Underground Compliance Area Number 3 is the area referred to as _____. Its boundaries are: _____.

(d) Underground District Number 4 is the area referred to as _____. Its boundaries are: _____.

E. Exceptions

The City by its discretionary consent and agreement may grant exceptions to the above prohibited locations and sizes, but only in a non-exclusive, and non-discriminatory manner, as allowed or required by Chapter 284, Sec. 284.109 and Sec. 284.110.

F. Order of Preference regarding Network Node attachment to existing facilities and New Node Support Poles.

1. *Existing telephone or electrical lines between existing utility poles.* Micro Network Nodes shall only be lashed on existing telephone or electrical lines between existing utility poles

(electric poles or telephones poles), with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on Utility Poles, Node Support Poles or Service Poles.

2. *Existing Utility Poles* (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment.

3. *Municipal Service Poles*:

a. *Non-decorative street lights* with a height of more than 20 feet.

b. *Traffic signal structures* when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public and in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

c. *Street signage* shall be a low priority use for attachment of a Network Node.

d. *Other municipal Service pole* use is discouraged.

4. *New node support poles* shall be the least preferred type of allowed facility for attachment of Network Nodes.

4. *Ground Equipment*. Ground equipment should be minimal and the least intrusive.

SECTION 4. GUIDELINES ON PLACEMENT.

A. Generally.

In accordance with Chapter 284.102, a Network Provider shall construct and maintain Network Nodes and Node Support Poles in a manner that does not:

1. obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
2. obstruct the legal use of a public right-of-way by other utility providers;
3. violate nondiscriminatory applicable codes;
4. violate or conflict with the municipality's publicly disclosed public right-of-way management ordinance or this Design Manual.
5. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

B. General Requirements and Information:

1. *Size Limits*. Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in Chapter 284, in accordance with, but not limited to Chapter 284, Sec. 284.002, size of a Micro Network Node, Sec. 284.003, Size of Network Nodes, and Sec. 284.103, Max. pole height, with each application and with each request for a permit for each location.³

2. *State and Federal Rights-of-way permit.* If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.

3. *Confirmation of non-interference with City Safety Communication Networks.*

a. The Network Provider needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, or other city safety communications components in accordance with Chapter 284, Sec. 284.304.

b. It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed Network Node. A Network Node shall not be installed in a location that causes any interference. Network Nodes shall not be allowed on City's public safety radio infrastructure.

4. *Improperly Located Network Node facilities, Node Support Poles and related ground equipment:*

a. Improperly Located Network Node facilities, Node Support Poles and related ground equipment shall not impede pedestrian or vehicular traffic in the Right-of-Way. If any Network Node facilities, Node Support Poles or ground equipment is installed in a location that is not in accordance with the plans approved by the City Administrator and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Network Provider shall promptly remove the Network Node facilities, Node Support Poles or ground equipment.

b. Notice to Remove unauthorized facilities and relocate and penalty: After 30 days' notice to remove of Network Node facilities, Node Support Poles or ground equipment that is located in the incorrect permitted location, if not relocated the Network Provider shall be subject to a penalty of \$500.00 per day penalty until the Network Node facilities, Node Support Poles or ground equipment is relocated to the correct area within the permitted Location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the Network Node facilities, Node Support Poles or ground equipment in strict conformity with the City Rights-of-way management ord., and other applicable ordinances concerning improperly located facilities in the rights-of-way.

B. Underground Requirement Areas.

1. In accordance with Chapter 284.107, a Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

2. If a location is designated by the City to transits to be an Underground Requirement Area, then a Network Provider's permit for the location of the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location

will be revoked 90 days after the designation, with removal of said the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition of other overhead facilities.

C. Network Node facilities placement:

1. *Right-of-Way:* Network Node facilities, Node Support Poles and related ground equipment shall be placed, as much as possible, within two feet of the outer edge of the Right-of-Way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.

2. *Height above ground.* Network Node attachments to a pole shall be installed at least eight (8) feet above the ground in accordance with Chapter 284, Sec. 284.108, and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Protrusions.* In accordance with Chapter 284, Sec. 284.003 (a) (1) (C), Sec. 284.003 (a) (2) (C) and Sec. 284.003 (a) (3) (B) no protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.

4. *Limit on number of Network Nodes per Site.* There shall be no more than one Network Node on any one Pole.

D. New Node Support Poles.

1. *New Node Support Poles Spacing.* New node support poles shall be spaced apart from existing utility poles or Node Support poles at the same as the spacing between utility poles in the immediate proximity, but no less than at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

2. *Height of Node Support Poles or modified Utility Pole.* In accordance with Chapter 284, Sec. 284.103 a Node support pole or modified Utility Pole may not exceed the lesser of:

- (1) 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or
- (2) 55 feet above ground level.

E. Ground Equipment.

1. *Ground Equipment near street corners and intersections:* Ground equipment should be minimal and the least intrusive. In accordance with Chapter 284.102 (1), to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. *Ground Equipment near Municipal Parks.* For the safety of Municipal park patrons, particularly small children, and to allow full line of sights near Municipal park property, the Network Provider shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park, unless approved by the City Manager and Parks Director in writing.

3. *Minimize Ground equipment density:*

In accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more.

F. Municipal Service Poles:

1. *In accordance with Agreement:* Installations on all Service Poles shall be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

2. *Required industry standard pole load analysis:* Installations on all Service Poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely support the load, in accordance with Chapter 284.108.

3. *Height of attachments:* All attachments on all Service Poles shall be at least 8 feet above grade, in accordance with Chapter 284, Sec. 285.108 (a) (1) - (2) and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Installations on Traffic Signals:* Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b). Installation of Network Node facilities on any traffic signal structures shall:

- i. Be encased in a separate conduit than the traffic light electronics;
- ii. Have a separate electric power connection than the traffic signal structure; and
- iii. Have a separate access point than the traffic signal structure; and

4. *Installations on Street signage:* Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of Network Node facilities on any street signage structures that has electrics shall:

- i. Be encased in a separate conduit than any City signage electronics;
- ii. Have a separate electric power connection than the signage structure;

iii. Have a separate access point than the signage structure; and

SECTION 5. GENERAL AESTHETIC REQUIREMENTS

A. Concealment.

1. Concealment of Network Nodes and Node support poles shall be required by the City in Design Districts with Decorative Poles and in Historic Districts pursuant to Chapter 284.105.

2. It is also the City's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.

3. The Network Node facilities shall be concealed or enclosed as much as reasonably possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

The Network Node facilities shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible, except to the extent not consistent with Chapter 284.

B. New Node Support Pole Spacing.

New node support poles shall be at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

C. Minimize Ground Equipment Concentration.

In order to minimize negative visual impact to the surrounding area, and in accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more to minimize effect on property values and aesthetics on the area.

C. Allowed Colors.

Colors in Historic Districts and Design Districts must be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

Colors in Historic Districts and Design Districts must be approved by the City Administrator from a palette of approved colors. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the facilities are located upon and all efforts shall be made for the colors to be inconspicuous. Colors in areas other than in Historic

Districts and Design Districts shall conform to colors of other installations of telecommunication providers in the immediately adjacent areas.

SECTION 6. ELECTRICAL SUPPLY

A. Network Provider shall be responsible for obtaining any required electrical power service to the Micro Network Node, Network Node facilities, Node Support Poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the Micro Network Node, Network Node facilities, Node Support Poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure, or for any other cause beyond the control of the City.

B. Network Provider shall not allow or install generators or back-up generators in the Right-of-Way in accordance with Chapter 284, Sec. 284.002 (12) (B) (1).

SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.

1. Insurance, bonding and security deposits shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. Indemnity shall be in accordance with Chapter 284, Sec. 284.302, as provided for in Chapter 283, Sec. 283.057 (a) and (b) of the Texas Loc. Gov't Code.

SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, REPLACEMENT, MAINTENANCE AND REPAIR

A. REMOVAL OR RELOCATION BY NETWORK PROVIDER.

1. Removal and relocation by the Network provider of its Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

1. If the Network Provider removes or relocates a Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, it shall notify the City administrator in writing not less than 10 business days prior to removal or relocation. Network Provider shall obtain all Permits required for relocation or removal of its Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment prior to relocation or removal.

2. The City shall not issue any refunds for any amounts paid by Network Provider for Micro Network Node, Network Node facilities, Node Support Poles or related ground equipment that have been removed.

B. REMOVAL OR RELOCATION REQUIRED FOR CITY PROJECT.

1. Removal and Relocation of Network Provider's Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof required for a City project shall

be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284, Sec. 284.107, except as provided in existing state and federal law.

1. In accordance with Chapter 284, Sec. 284.107, except as provided in existing state and federal law, a Network Provider shall relocate or adjust Micro Network Node, Network Node, Node Support Pole and related ground equipment in a public right-of-way in a timely manner and without cost to the municipality managing the public right-of-way

2. Network Provider understands and acknowledges that the City may require Network Provider to remove or relocate its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or any portion thereof from the Right-of-Way for City construction projects as allowed by state and feral law, including the common-law.

3. Network Provider shall, at the City Administrator's direction, remove or relocate the same at Network Provider's sole cost and expense, except as otherwise provided in existing state and federal law, whenever the City Administrator reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project of a street ort public rights-of-way to enhance the traveling publics use for travel and transportation.

3. If Network Provider fails to remove or relocate the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof as requested by the City Administrator within 90 days of Network Provider 's receipt of the request, then the City shall be entitled to remove the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof at Network Provider's sole cost and expense, without further notice to Network Provider.

4. Network Provider shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof.

C. REMOVAL REQUIRED BY CITY FOR SAFETY AND IMMINENT DANGER REASONS.

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Administrator if the City Administrator reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. If the City Administrator reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Administrator if the City Administrator reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law. If the City Administrator reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense.

2. The City Administrator shall provide 90 days written notice to the Network Provider before removing a Micro Network Node, Network Node, Node Support Pole and related ground equipment under this Section, unless there is imminent danger to the public health, safety, and welfare.

3. Network Provider shall reimburse City for the City's actual cost of removal of Micro Network Node, Network Node, Node Support Pole and related ground equipment within 30 days of receiving the invoice from the City.

SECTION 9. INSTALLATION AND INSPECTIONS

A. INSTALLATION.

Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the City Administrator, as such may be amended from time to time. Network Provider's work shall be subject to the regulation, control and direction of the City Administrator. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment shall be in compliance with all applicable laws, ordinances, codes, rules and regulations of the City, applicable county, the state, and the United States ("Laws").

B. INSPECTIONS.

The City Administrator, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way shall be allowed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

The City Administrator, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way as the City Administrator deems appropriate without notice. If the inspection requires physical contact with the Micro Network Node, Network Node, Node Support Poles or related ground equipment, the City Administrator shall provide written notice to the Network Provider within five business days of the planned inspection. Network Provider may have a representative present during such inspection.

SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

Abandoned or obsolete Micro Network Node, Network Node, Node Support Pole and related ground equipment shall be removed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall remove Micro Network Node, Network Node, Node Support Pole and related ground equipment when such facilities are Abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 90 days of the Micro Network Node, Network Node, Node Support Pole and related ground equipment being Abandoned or within 90 days of receipt of written notice from the City. When Network Provider removes, or Abandons permanent structures in the Right-of-Way, the Network Provider shall notify the City Administrator in writing of such removal or Abandonment and shall file with the City Administrator the location and description of each Micro Network Node, Network Node, Node Support Pole and related ground equipment removed or Abandoned. The City Administrator may require the Network Provider to complete additional remedial measures necessary for public safety and the integrity of the Right-of-Way.

SECTION 11. GENERAL PROVISIONS.

1. As Built Maps and Records. Network Provider's as built maps and records shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall maintain accurate maps and other appropriate records of its Network Node facilities, Node Support Poles and related ground equipment as they are actually constructed in the Rights-of-Way, including, upon request, the use of Auto CAD/GIS digital format. Network Provider will provide additional maps to the City upon request.

2. Courtesy and Proper Performance. Courtesy and Proper Performance of Network provider's personnel, and contractors shall be in strict accordance with the City's rights-of-way

management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall make citizen satisfaction a priority in using the Right-of-Way. Network Provider shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its Micro Network Node, Network Node, Node Support Pole and related ground equipment in the Right-of-Way. Network Provider's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the City Administrator or designee, Network Provider is not interacting in a positive and polite manner with citizens, he or she shall request Network Provider to take all remedial steps to conform to these standards.

3. DRUG POLICY. Drug policy of Network provider's personnel, and contractors in the rights-of-way shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Network Provider's employees, contractors, subcontractors, sub-Network Provider's, or vendors while on City rights-of-way is prohibited.

4. ALLOCATION OF FUNDS FOR REMOVAL AND STORAGE. The City has appropriated \$0.00 to pay for the cost of any removal or storage of Micro Network Node, Network Node, Node Support Pole and related ground equipment, as authorized under this Article, and no other funds are allocated.

5. OWNERSHIP. Ownership of Network Node and related equipment shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

No part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment erected or placed on the Right-of-Way by Network Provider will become, or be considered by the City as being affixed to or a part of, the Right-of-Way. All portions of the Micro Network Node, Network Node, Node Support Pole and related ground equipment constructed, modified, erected, or placed by Network Provider on the Right-of-Way will be and remain the property of Network Provider and may be removed by Network Provider at any time, provided the Network Provider shall notify the City Administrator prior to any work in the Right-of-Way.

6. Tree Maintenance. Tree maintenance shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider, its contractors, and agents shall obtain written permission from the City Administrator before trimming trees hanging over its Micro Network Node, Network Node, or Node Support Pole, to prevent branches of such trees from contacting attached Micro Network Node, Network Node, or Node Support Pole. When directed by the City Administrator, Network Provider shall trim under the supervision and direction of the Public Works Director. The City shall not be liable for any damages, injuries, or claims arising from Network Provider's actions under this section.

7. Signage. Signage shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Network Node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the City Administrator.

Except as required by Laws or by the Utility Pole owner, Network Provider shall not post any other signage or advertising on the Micro Network Node, Network Node, Node Support Pole, Service pole or Utility Pole.

8. Graffiti Abatement. Graffiti abatement shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

As soon as practical, but not later than fourteen (14) calendar days from the date Network Provider receives notice thereof, Network Provider shall remove all graffiti on any of its Micro Network Node, Network Node, Node Support Pole, and related ground equipment located in the Right of Way. The foregoing shall not relieve the Network Provider from complying with any City graffiti or visual blight ordinance or regulation.

9. Restoration.

Network Provider shall restore and repair of the rights-of-way from any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall repair any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) within 10 calendar days following the date of such removal or relocation, at Network Provider's sole cost and expense, including restoration of the Right-of-Way and such property to substantially the same condition as it was immediately before the date Network Provider was granted a Permit for the applicable Location or did the work at such Location (even if Network Provider did not first obtain a Permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the City Administrator.

10. Network provider's responsibility.

Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions.

SECTION 12. ADMINISTRATIVE HEARING – REQUEST FOR EXEMPTION

Should the Network Provider desire to deviate from any of the standards set forth in the Design Manual, the Network Provider may request an Administrative Hearing before a Board of Appeals. The Zoning Board of Adjustment shall act as the Board of Appeals for a Request for Exemption.

The process for an application, hearing and vote shall follow the process set out for a variance.

SECTION 13-19 RESERVED

SECTION 20. DESIGN MANUAL - UPDATES

Placement or Modification of Micro Network Node, Network Node, Node Support Pole and related ground equipment shall comply with the City's Design Manual at the time the Permit for installation or Modification is approved and as amended from time to time.

¹ Sec. 284.301. LOCAL POLICE-POWER-BASED REGULATIONS. (a) Subject to this chapter and applicable federal and state law, a municipality may continue to exercise zoning, land use, planning, and permitting authority in the municipality's boundaries, including with respect to utility poles.

(b) A municipality may exercise that authority to impose police-power-based regulations for the management of the public right-of-way that apply to all persons subject to the municipality.

(c) A municipality may impose police-power-based regulations in the management of the activities of network providers in the public right-of-way only to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.

² The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual.

Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002. DEFINITIONS. In this chapter:

(1) "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

(2) "Applicable codes" means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with this

chapter.

(3) "Collocate" and "collocation" mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

(4) "Decorative pole" means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

(5) "Design district" means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

(6) "Historic district" means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

(7) "Law" means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

(8) "Macro tower" means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.

(9) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

(10) "Municipally owned utility pole" means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

(11) "Municipal park" means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

(12) "Network node" means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

(i) equipment associated with wireless communications;

(ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and

(iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

(i) an electric generator;

(ii) a pole; or

(iii) a macro tower.

(13) "Network provider" means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

(i) network nodes; or

(ii) node support poles or any other structure that supports or is capable of supporting a network node.

(14) "Node support pole" means a pole installed by a network provider for the primary

purpose of supporting a network node.

(15) "Permit" means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

(16) "Pole" means a service pole, municipally owned utility pole, node support pole, or utility pole.

(17) "Private easement" means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

(18) "Public right-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

(A) a private easement; or

(B) the airwaves above a public right-of-way with regard to wireless telecommunications.

(19) "Public right-of-way management ordinance" means an ordinance that complies with Subchapter C.

(20) "Public right-of-way rate" means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network nodes within a public right-of-way in the municipality.

(21) "Service pole" means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

(A) a pole that supports traffic control functions;

(B) a structure for signage;

(C) a pole that supports lighting, other than a decorative pole; and

(D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

(22) "Transport facility" means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

(23) "Utility pole" means a pole that provides:

(A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or

(B) services of a telecommunications provider, as defined by Section 51.002, Utilities Code.

(24) "Wireless service" means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

(25) "Wireless service provider" means a person that provides wireless service to the public.

³ Sec. 284.002. DEFINITIONS (8) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Sec. 284.003. LIMITATION ON SIZE OF NETWORK NODES. (a) Except as provided by Section 284.109, a network node to which this chapter applies must conform to the following conditions:

- (1) each antenna that does not have exposed elements and is attached to an existing structure or pole:
 - (A) must be located inside an enclosure of not more than six cubic feet in volume;
 - (B) may not exceed a height of three feet above the existing structure or pole; and
 - (C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;
 - (2) if an antenna has exposed elements and is attached to an existing structure or pole, the antenna and all of the antenna's exposed elements:
 - (A) must fit within an imaginary enclosure of not more than six cubic feet;
 - (B) may not exceed a height of three feet above the existing structure or pole; and
 - (C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;
 - (3) the cumulative size of other wireless equipment associated with the network node attached to an existing structure or pole may not:
 - (A) be more than 28 cubic feet in volume; or
 - (B) protrude from the outer circumference of the existing structure or a node support pole by more than two feet;
 - (4) ground-based enclosures, separate from the pole, may not be higher than three feet six inches from grade, wider than three feet six inches, or deeper than three feet six inches; and
 - (5) pole-mounted enclosures may not be taller than five feet.
- (b) The following types of associated ancillary equipment are not included in the calculation of equipment volume under Subsection (a):
- (1) electric meters;
 - (2) concealment elements;
 - (3) telecommunications demarcation boxes;
 - (4) grounding equipment;
 - (5) power transfer switches;
 - (6) cut-off switches; and
 - (7) vertical cable runs for the connection of power and other services.
- (c) Equipment attached to node support poles may not protrude from the outer edge of the node support pole by more than two feet.
- (d) Equipment attached to a utility pole must be installed in accordance with the National Electrical Safety Code, subject to applicable codes, and the utility pole owner's construction standards.

Montgomery City Council
AGENDA REPORT

Meeting Date: June 27, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits:
Date Prepared: June 23, 2017	

Subject

This is the report from the City Engineers and the City Administrator regarding the bridge repair.

Description

I contacted Congressman Kevin Brady's office and they immediately contacted me and set up a meeting with FEMA representatives to get FEMA moving on what the issues are and their solution. The meeting was held June 20th with clarification from FEMA given at that time, along with other actions required by FEMA, and a commitment by FEMA to work quickly/ as forcefully as possible on the bridge repair. Representative Brady's Field Staff were present at the June 20th meeting.

Recommendation

Listen and comment/ask questions as you think.

Approved By

City Administrator

Jack Yates

Date: June 23, 2017