

# *City Council*



## *Agenda Pack*

*for*

*February 23, 2016  
Regular Meeting*

**NOTICE OF REGULAR MEETING**

**February 23, 2016**

**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, February 23, 2016 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 Regular Meeting held on February 9, 2016.

**CONSIDERATION AND POSSIBLE ACTION:**

2. 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

3. Consideration and possible action regarding adoption of the following Resolution:  
A RESOLUTION SUPPORTING THE MONTGOMERY COUNTY THOROUGHFARE PLAN.
4. Consideration and possible action regarding amendment to Jones & Carter EJCDC Contract pertaining to Milestone Development.
5. Consideration and possible action regarding amendment to Jones & Carter EJCDC Contract pertaining to Pizza Shack Development.
6. Consideration and possible action on final plat submission and construction drawings for Pizza Shack.
7. Consideration and possible action on final plat submission for the King Land.
8. Consideration and possible action on Utility and Economic Feasibility for Waterside Estates.
9. Consideration and possible action on L Squared Engineering request for revision to City approved paving improvements for West Side at the Park Development.
10. Consideration and possible action regarding Agreement with Kevin Barnes pertaining to a parking variance at his building located at 401 College Street, Montgomery, Texas. ,
11. Consideration and possible action regarding purchase of large diameter AMRS water meters.
12. Consideration and possible action regarding naming of the streets on SH 105 approaching the Montgomery High School Sports Complex.
13. Consideration and possible action on request for variance to required minimum driveway spacing at the proposed Heritage Place Medical Center.

**EXECUTIVE SESSION:**

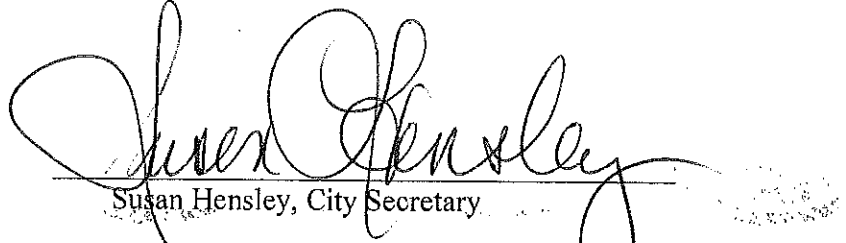
The City Council reserves the right to discuss any of the items listed specifically under this heading or for any items listed above in executive closed session as permitted by law including if they meet the qualifications in Sections 551.071(consultation with attorney), 551.072 (deliberation regarding 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 current 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 19<sup>th</sup> day of February 2016 at 3:15 o'clock p.m. I further certify that the following news media was notified of this meeting as stated above: The Courier

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*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.*

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To: Mayor and City Council members  
From: Jack Yates  
Subject: February 23<sup>thrd</sup> Council meeting  
Date: February 19<sup>th</sup>, 2016

**Item #3 Resolution in support of Montgomery County Thoroughfare Plan—**  
County Commissioner Mike Meador has requested this support Resolution. In your packet is the entire County Thoroughfare Plan and an enlarged area map around Montgomery.

The Plan was produced by the Houston Galveston Area Council (HGAC) through discussions with Mayor Jones and myself with a HGAC transportation planner several months ago and then following an open meeting that I attended in December at Shenandoah the Plan has become the recommended thoroughfare plan for the County.

The significance of the Plan is as a planning tool for cities for right-of-way securing as subdivisions occur in the path of the proposed roads and for possible grant funding.

Your approval of the plan does not bind the city in anyway to the placing of the roads or financing of the roads. I do not know of a downside to approving the Plan.

**Item #4 Regarding amendment to Jones and Carter contract pertaining to Milestone development—** The city engineer will explain further at the meeting however the only amendment regards a minor nondiscrimination paragraph. The city attorney has reviewed and approves the amendment. The amendment is in your packet.

**Item #5 Regarding amendment to Jones and Carter contract pertaining to Pizza Shack development--** The city engineer will explain further at the meeting however the only amendment regards a minor nondiscrimination paragraph. City attorney has reviewed the amendment. The amendment is in your packet

**Item #6 Final plat submission and construction drawings for Pizza Shack—**  
A memo from the City Engineer is in your packet.

**Item #7 Final plat submission for King land—** A memo from the City Engineer is in your packet.

**Item #8 Utility and Economic Feasibility for Waterside Estates—** This will be presented at the meeting.

**Item #9 L Squared Engineering request for revision to city approved paving improvements at the West Side of the Park development —** In your packet is a letter from Levi Love of L Squared Engineering basically saying that the last section of paving on the south side of Shepard Street should not be placed until

the commercial lot at that corner of State Highway 105 and Shepard is developed/built upon.

You also have in your packet a letter from Ed Shackelford, City Engineer, who basically says that they found no record of any action being taken that would remove the requirement for paving all the way to 105.

Mr. Shackelford suggests two alternatives to the Council ; 1) is to require the completion of the paving improvements as shown in the city supported construction documents or 2) in lieu of the immediate completion of the paving design, engineer a traffic control plan for review and approval by the city engineer including placement (and maintenance) on the non travel lane an installation of a three barricade barrier (MUTCD standard) at the southern terminus of the expanded asphalt paving presently in place.

Item #10 Agreement with Kevin Barnes pertaining to parking variance at 401 College St.— In your packet is an agreement that was originally prepared by the city for Mr. Barnes to sign as a result of a parking variance request that he made to the city in February 2014. Mr. Barnes was to pay the city \$10,000 so that the city could pay for elsewhere in the downtown area to satisfy Mr. Barnes off street parking requirements. Mr. Barnes did not sign the agreement at that time, so there is a hanging issue, regarding his required off street parking spaces for his building that he is nearly completing at 401 College Street. The February 2014 agreement in Section IV stated Mr. Barnes would pay the city \$5000 before June 1, 2015. Mr. Barnes had not made that payment so in December I went to Mr. Barnes and suggested to him that he make the payment and sign the agreement. Mr. Barnes said that he could not afford the \$5000.

He has now proposed giving the city \$2500 now (and he has submitted a check for \$2500 that I have not cashed pending Council action) and another \$2500 on or before May 31, 2016 with the remaining \$5000 to be paid either at the completion of his building or by December 1, 2016 whichever comes first.

My comment on this matter is to accept the amended agreement that he has signed and presented now because: 1) we will have the \$5000 by May of this year with no requirement to do anything with the funds until the full amount is paid and 2) by agreeing to the amendment prevents the variance issue from having to go through its entire process again.

Item #11 Purchase of large diameter AMRS meters— The installation of 555 meters has occurred. 525 of the meters were normal 5/8 inch residential type meters and 30 were larger diameter meters that could be retrofitted. The cost of this installation was \$147,459 plus \$2000 payment for incentive for timely installation, \$3500 to Incode for software totaling \$152,959. \$160,000 was budgeted for this item. Accurate Meter, the company contracted for the system,

has informed me that we have four inch and a half meters that could not be retrofitted at a cost of \$850 each for a total of \$3400. 32 two inch meters at a cost of \$950 each for a total cost of \$30,400 and one 4 inch meter at a cost of \$5500.

My question of the Council is do you want to manually read the 36 meters or to pay the \$25,700 ( \$33,800 - \$7,100 remaining in budgeted funds) that it will cost to replace these larger diameter meters. The staff does not suggest replacing the 4 inch meter for \$5500 because it is a good meter that serves the high school football field and is easy to read and work on in the future i will f there was ever a problem with the meter. For the 36 inch and a half and 2 inch meters it will take about two hours per month to read those meters, however it will cause possible billing issues of inserting readings on what would otherwise be an automatic system.

An alternative to buying the meters now would be to stage their placement in the next budget year(s). This would save approximately \$3,300 in installation fees as the city c will bold is ould install the meters.

Mike Muckleroy has provided a priority listing of replacement for the 2” meters if that is your choice.

The staff recommends replacing the existing meters with the AMRS meters.

Item #12 Naming of the streets approaching the Montgomery school sports complex— In your packet is a three-page listing of possible names for streets based on local historical significance that was provided by Larry Foerster.

Opinion: With agreed appreciation for the historical perspective that you want to assign to street naming, I would offer to you that since these two streets serve one specific designated destination point, namely the stadium that the names of the streets should designate that destination point. For instance, if the Abraham Lincoln boyhood home was at the end of the street would you name the street after the first post master of Montgomery — probably not, you would name it Lincoln Boulevard or President Street or something like that. My suggestion is Victory Lane for one of the streets and Stadium or Champion Lane for the other street-- leaving the historic names for other worthy streets in the city. Also, some cities adopt a formal process for naming of streets, it can get rather involved however. If you would like for me to develop a draft of such a formal process I will.

Item #13 Request for variance to required minimum driveway spacing at the proposed Heritage Place Medical Center— A memo from the City Engineer is in your packet.

## MINUTES OF REGULAR MEETING

February 9, 2016

### MONTGOMERY CITY COUNCIL

#### CALL TO ORDER

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

Present:       Kirk Jones               Mayor  
                  Jon Bickford           City Council Position # 1  
                  T.J. Wilkerson           City Council Position # 3  
                  Rebecca Huss            City Council Position # 4  
                  Dave McCorquodale    City Council Position # 5

Absent:         John Champagne        City Council Position # 2

Also Present:  Jack Yates            City Administrator  
                  Larry Foerster         City Attorney

#### INVOCATION

T.J. Wilkerson gave the invocation.

#### PLEDGE OF ALLEGIANCE TO FLAGS

John Champagne arrived at the meeting at 6:02 p.m.

#### VISITOR/CITIZENS FORUM:

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

There were no comments made.

#### CONSENT AGENDA:

1. Matters related to the approval of minutes for the Regular Meeting held on January 26, 2016.



Dave McCorquodale moved to approve the minutes as submitted. Rebecca Huss seconded the motion, the motion carried unanimously. (5-0)

**CONSIDERATION AND POSSIBLE ACTION:**

2. Consideration and possible action regarding approving a revised Community and Business Agreement for Texas Capital Fund Infrastructure Project #7215102 with Kroger Texas Limited Partnership.

Mr. Foerster advised the City has a Texas Capital Fund Agreement with Kroger and an underwriting in effect, where if something happens in the way of the obligations that the City has with the Texas Capital Fund regarding the provision for employees and so forth, Kroger will indemnify the City. Mr. Foerster advised that the language had some slight revisions made, with nothing substantial that he could tell when he reviewed the document. Mr. Foerster said he was recommending that this document be signed. Mr. Foerster said that Kroger has already submitted two (2) signed copies of the document. Mr. Foerster said that the wording revision had to do with who was the correct entity that the City would be dealing with, so his recommendation would be to sign the document and send it to the Texas Capital Fund people.

Dave McCorquodale asked if the revision originated from Kroger. Mr. Foerster said that it originated from Nic Houston with Public Management. Mr. Foerster said that they had to make a revision to the name of the Kroger Company to Kroger Limited Texas Partnership that they would be dealing with because Kroger has several layers.

Rebecca Huss asked whether Kroger Limited Texas Partnership has the assets to cover the indemnification. Mr. Foerster said that he had not checked that information, but he would assume, with the nature of the company and since they are constructing the facility that they do have those assets, but he has not confirmed that. Rebecca Huss said that she would hope that would be the company that owned the Kroger, so that if they had to they could put a lien on them. Mr. Foerster said if Kroger were to default on the agreement, suing them would be the first step. Rebecca Huss said if they did not have any assets in the partnership. Mr. Foerster said that they could pass the ordinance subject to confirmation of the company's assets, he would check on that information

tomorrow. Rebecca Huss said that she did not think that it would hurt to check. Mr. Foerster said that it was a good question and he would check on the information.

Rebecca Huss moved to adopt the Resolution as discussed, with the provision that the company's financial assets and size is confirmed. Dave McCorquodale seconded the motion.

Discussion: John Champagne said that he just noticed that on job creation, the company shall create 52 permanent new jobs at the grocery center, of the 52 new jobs, 51% percent or 27 new jobs shall be held by low and moderate income. Mr. Foerster said that he thought that was consistent with the original Texas Capital Fund ("TCF") Grant. John Champagne asked for a definition of the term low and moderate income. Mr. Foerster said that he was not sure he could answer that question. Mr. Yates said that there was a Federal definition and a statistical demarcation for Montgomery County. John Champagne said that was something that was not subjective. Mr. Yates said that was correct. Mayor Jones said that the numbers came from a formula. John Champagne said that the 52 permanent jobs does not necessarily have to be full time jobs. Mr. Yates said that he thought that they were supposed to be full time jobs. John Champagne said that the documentation did not state that. Mr. Foerster said that he would have to review the original TCF Agreement that they have, but his understanding was that this agreement indemnifies the City. John Champagne asked whether it would fulfill the City's obligation to the State. Mr. Foerster said that the City's obligation is to the State, and Kroger's obligation is to indemnify the City if Kroger fails to meet that quota. John Champagne asked whether this text in the document covers that. Mr. Foerster said that he believed that it did.

Mr. Foerster said that the motion was that this would be reviewed in terms of establishing that Kroger Texas Limited Partnership is in fact the company that is doing the work and owning the site. John Champagne said that he did not want to make a mountain out of a molehill.

The motion carried unanimously. (5-0)

3. Consideration and possible action regarding adopting the following Resolution:

A RESOLUTION OF THE CITY OF MONTGOMERY, TEXAS SUPPORTING THE PROPOSED HERITAGE SENIORS DEVELOPMENT LOCATED AT 325 FLAGSHIP BLVD., MONTGOMERY, MONTGOMERY COUNTY, TEXAS TDHCA APP. #16174, AND

AUTHORIZING THE CITY ADMINISTRATOR TO CERTIFY THE RESOLUTION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS.

Mr. Yates advised the Heritage Seniors is seeking a 9% percent allocation of a housing tax credit from the Texas Department of Housing and Community Affairs, and they are asking for the City's support in the form of a Resolution. Mr. Yates said that this action does not involve any financial support, it is just a resolution of support that will be submitted when they file for the grant. Mr. Yates said that it was the same type of Resolution that City Council approved for the first phase of this project.

Mayor Jones stated that this Resolution would be for Phase II of the Heritage Apartments. Rebecca Huss asked whether Phase I would not be seniors' specific, but Phase II would be.

Mr. Nathan Kelly, with Blazer Building/Nantucket Housing, LLC, gave an overview of their project, stating that they are well underway with Phase I. Mr. Kelly advised that this Resolution would be for Phase II of the project, which would be restricted to fully active independent seniors. Mr. Kelly stated that in addition to the age restriction, there will be some income restrictions that will be put in place for a full 35-year term.

Mr. Kelly advised that they are in the process of submitting all their paperwork to the Department of Housing & Community Affairs on March 1, 2016. Mr. Kelly said that if City Council votes to support their project by adopting the Resolution this evening, they believe that they would be successful in obtaining enough allocation credits for the second phase of the project. Mr. Kelly said that the development would be similarly designed as the first phase, they will change up some of the color schemes and interior finishes to give it a separate identity.

John Champagne asked whether there were similar requests made for Phase I of the project for tax allowances for certain things that they implemented into the business model. Mr. Kelly said that Phase I was in fact financed with an allocation of tax credits. John Champagne asked whether that was based on the same criteria that they are requesting today. Mr. Kelly advised that was correct, except in this instance the development will be restricted to 55 years of age and older. Jon Bickford said that they tried in Phase I and they did not make it, and then came back a year later and said they were not going after the 55 years of age and older market. Mr. Kelly advised that the rules of the program change year in and year out depending on how the State Legislature modifies the

program. Mr. Kelly said that the Legislature this year put senior housing on an equal footing so the opportunity to submit this site as an elderly senior only living facility would be a competitive application this year. John Champagne asked whether the State Legislature was considered 55 years of age and older as elderly. Mr. Kelly said that was correct. Mr. Kelly said that their average age is 72.

Mr. Kelly said that they are competing against four or five other applications for the tax credits in this particular region. Dave McCorquodale asked what would happen if they did not get the tax credits. Mr. Kelly said that from a scoring perspective, if they are successful in getting the City's support, they will get the tax credits for this development. Mr. Kelly said that the alternative would be to develop the property as a straight market rate multi-family development. Dave McCorquodale said that the tax credits were more for the reduced income than the seniors. Mr. Kelly advised that was correct.

Rebecca Huss asked whether they were choosing seniors because of the marketing aspect and longevity. Mr. Kelly said that they are choosing seniors because they have an existing general deal right next door, so they are trying to balance their targeted approach. Mr. Kelly said that they want to compliment the other side of the development with a more active senior development. Rebecca Huss said that it was her understanding that as part of the City's support and application, Mr. Kelly's company committed to a long term ownership of the property, and asked if that would be attached to the second application as well. Mr. Kelly said that was correct.

Mr. Kelly said that their general length of ownership with these properties is a little over 15 years, with some instances it has gone to 18 years, which would be the case with this property. Rebecca Huss asked if they generally did it that way, or would this actually be a legal part of the document that they had worked out with the City in order to get the City's support. Mr. Kelly said that time frame was part of their track record, which they have not negotiated or set in stone with the City, but that is how they operate their business and what they have done on the 22 deals of this nature that they have developed. Mayor Jones stated that they are developers and manager. Rebecca Huss said that she was just wondering what would happen if they were bought out of the project by a larger company. Mr. Kelly said they have financial obligations to uphold for a minimum of 10 years, with a guarantee to their partners for an additional 5 years, which dictates the initial 15 year period before the guaranteed obligations expire. If there is a failure in operations or a client's perspective, then they are obligated financially to make their partner whole for an extremely sizable

penalty at that point, so they choose to own the assets for that 15 year plus time period to allow those obligations to be satisfied and make sure that their partners are happy with their performance.

John Champagne asked whether this Resolution would go with a transferal of this asset to another entity. Mr. Foerster said that he could not answer that question without getting behind the scenes to see how that is done. Mr. Kelly said that he could answer that question. Mr. Kelly advised that when construction of the facility is complete, they put a land use restriction agreement in place that runs for 35 years. Mr. Kelly said that the agreement will say that it will be age restricted residents, 55 years and older at certain thresholds of income. Mr. Foerster said that the Resolution states that the City is merely confirming the City's support for the proposed Heritage Seniors development and the concept of the senior citizen development. Rebecca Huss said that she thought that once Mr. Kelly receives the confirmation from the State it would be between the developer and the State. Mayor Jones reminded Council that Phase II was always in the developer's plans.

John Champagne asked if the elderly concept was because it would be less volatile in terms of tenant turnover and currently being the largest demographics in the Country. Mr. Kelly advised that was correct. Mr. Kelly said that senior tenants generally move out for one of three reasons, 1) higher level of care required, 2) moving to be closer to their children or 3) they pass away while living on site. Mr. Kelly said that the turnover was quite low, which helps on the maintenance perspective.

Mayor Jones asked about the status of Phase I. Mr. Kelly advised that they had received their first Certificate of Occupancy for their Clubhouse and a handful of additional units this past Friday. Mr. Kelly said they are in the process of leasing that phase of the development. Mr. Kelly stated that they are doing a building a week that will be turning from construction to the management team. Mr. Kelly said that hopefully, sometime in April, they hoped to have everyone over to see the completed project. Mr. Kelly advised that they are currently about 20% percent leased and they expect to get the 80 units leased quickly.

John Champagne moved to adopt the Resolution supporting the proposed Heritage Seniors Development located at 325 Flagship Blvd., Montgomery, Montgomery County, Texas, TDHCA APP. #16174, and authorize the City Administrator to Certify the Resolution to the Texas Department of Housing and Community Affairs. T.J. Wilkerson seconded the motion, the motion carried unanimously. (5-0)

4. Consideration and possible action regarding accepting the conveyance of the following easements from Ogorchock ATH, LLC:
- a. Combination Utility Easement – Being a 0.07 acre tract of land in the Owen Shannon Survey, Abstract 36, Montgomery County, Texas, being out of Reserve “F” as graphically depicted on the Montgomery Summit Business Park Final Plat;
  - b. Combination Utility Easement – Being a 0.38 acre tract of land in the Owen Shannon Survey, Abstract 36, Montgomery County, Texas, being out of a Reserve “E”, Restrictive Reserve “D” and Restricted Reserve “C”, as graphically depicted on the Montgomery Summit Business Park Final Plat;
  - c. Access Easement – Being a 0.35 acre tract of land in the Owen Shannon Survey, Abstract 36, Montgomery County, Texas being out of a Restricted Reserve “E” and Restricted Reserve “D” as graphically depicted on the Montgomery Summit Business Park Final Plat;
  - d. Lift Station Easement – Being a 0.01 acre tract of land in the Owen Shannon Survey, Abstract 36, Montgomery County, Texas, being out of Restricted Reserve “E”, as graphically depicted on the Montgomery Summit Business Park Final Plat; and
  - e. Combination Utility Easement – Being a 0.06 acre tract of land in the Owen Shannon Survey, Abstract 36, Montgomery, County, Texas, being out of a Reserve “E” as graphically depicted on the Montgomery Summit Business Park Final Plat.

Mayor Jones asked if City Council approved a plat, wouldn't that cover this information. Mr. Fleming advised that one of the items guarantees access to the lift station on the property, and since he was not involved in the plat review process he could not say why it was not addressed. Mr. Fleming said regarding the other three items he was involved in the process, and advised that they are necessary and he has no objection to them.

Mr. Foerster said that he likes to make the easements combination utility easements to allow the flexibility to place other utilities within the right of way. Mr. Foerster said that Mr. Ogorchock said that he was fine with that action.

Jon Bickford asked to confirm that the owner is granting the City access to these pieces of property as an Easement. Mr. Fleming said that was correct. Mr. Foerster said that it would allow the City to do future maintenance. Jon Bickford asked whether the City would have any obligation to put

up fencing or anything else. Mr. Foerster said that the only obligation he knew of was the property would need to be returned to the way that they found it. Jon Bickford said that was a great rule.

Jon Bickford moved to accept the official conveyances for the easements for the Ogorchock ATH, LLC property, as proposed. John Champagne seconded the motion, the motion carried unanimously. (5-0)

5. Consideration and possible action regarding Memory Park improvements.

Mr. Yates reviewed the improvements being presented, which includes bridge and landscape improvements that would happen on an existing island at Memory Park. Mr. Yates said that the improvement consists of landscaping and benches on an existing island with a new bridge leading to the island. The improvement is not on the existing master plan of Memory Park. The cost of the improvement is \$53,530.97, which will all be paid by the Rotary Club of Lake Conroe.

Don Carter and Peter Wakefield with the Rotary Club were present to discuss the project. Mr. Wakefield advised that they were going to stabilize the soil on both sides of the island. Mr. Wakefield said that there is a considerable water flow that comes through that area so they are going to do a rock bulkhead across that area. A footbridge will be constructed across to the island with a sitting area and water feature. Mr. Wakefield said they would not be removing any of the major trees, but will remove a couple of tallow trees.

Rebecca Huss asked if there will be room for the turtles. Mr. Wakefield advised that there would be room.

Mr. Carter advised that the stone problem and the adjoining garden will be addressed at the same time. Mayor Jones asked whether all costs would be paid by the Rotary Club. Mr. Carter stated that the only cost they are asking the City to assume for the electrical work, which includes changing the sprinkler system.

Mr. Yates advised that they had a quote for the electrical work from Solomon Electric for \$1,430 and they use the funds from the line item for Memory Park maintenance, which has \$10,000 budgeted. Mayor Jones said that they might be able to get funding from Montgomery EDC.

John Champagne asked which City budget line item was covering the cost to keep the pond at Memory Park full. Mr. Yates advised that it was in the Memory Park maintenance line item. John Champagne asked if there would be enough funds to cover the electric work, which was not accounted for at budget time and might not be the wisest thing to do. Mayor Jones asked if this project would cause Memory Park to use more water. Mr. Carter stated that if it did it would be a very minimal amount for the irrigation on the small island. John Champagne said that his issue was the ongoing cost of water that has been unaccounted for up until now. John Champagne said that he just wanted to confirm the line item that was going to be used for maintenance. Mr. Yates said that it was the same line item for both expenditures, which he felt that they would be able to afford.

Mr. Yates advised that they had started billing for the water usage this past month.

Jon Bickford moved to approve the changes to Memory Park, contingent upon the Montgomery EDC paying the \$1,430.50 for electric and sprinkler work. Rebecca Huss seconded the motion.

Discussion: Dave McCorquodale asked what type of wood would be used for the bridge. Mr. Wakefield advised that it would be pressure treated wood and the decking of the bridge will be Trek to match the other areas.

Dave McCorquodale asked about whether there was enough water that they did not have to worry about scouring. Mr. Wakefield advised that had between 18 inches to two feet of water and there was soil being added to that area and not so much scouring, which was taking place on the sides as the water travels through that area. Mr. Wakefield said if they did not do this work it probably would not be a problem for another ten years, but sooner or later it will be a problem so they wanted to address the matter now so they do not have to retroactively take care of a problem. Mr. Wakefield said that it would be a lot cheaper to do the work now versus later.

Rebecca Huss said that she would like to say “thank you” for everything that Mr. Wakefield and Mr. Carter do for the park. Rebecca Huss said that she knew they had discussed the matter of the water usage, but as a user of the park, it is beautiful and she is proud to take her family there and people from out of town are amazed that little Montgomery has all this.

The motion carried unanimously. (5-0)



6. Consideration and possible action to establish Wade Street as a public street.

Mr. Yates stated that he was contacted by Mr. L.A. Washington regarding his claim that he owned and was paying taxes on what is now Wade Street. Mr. Yates said that Wade Street ties Worsham Street to Old Plantersville Road. Mr. Yates said that he confirmed the fact that Mr. Washington was being taxed with Montgomery Central Appraisal District and then he contacted Mr. Foerster regarding the matter.

Mr. Yates said that over the years the street probably started out as a trail and at some point the City paved the street and it became known as a City street. Mr. Yates said that Wade Street has been used for access to the homes along the street for more than ten years. Rebecca Huss advised that only Mr. Washington's home is located on Wade Street. Mr. Yates said that when he stated homes, he was thinking in terms of a central bypass or thoroughfare, not necessarily how many homes, because they can access homes on Worsham and Old Plantersville. Rebecca Huss stated that if you look at what happens in the City of Montgomery, there is no reason for the people on Worsham Street to go south, unless they are going to buy eggs, because everyone else is going north on Worsham Street. Rebecca Huss said that if you need to go to Old Plantersville, you would turn left on Rankin, which would be the same distance as you would travel on Wade Street.

Mr. Yates said that when he contacted the City Attorney he described this as a prescriptive easement. Mr. Yates said that he met with Mr. Washington at the site on Wade Street and the more or less agreed to the right-of-way that could be surveyed off and put into a document that the City Attorney could prepare for Council to dedicate the street as a public street. Mr. Washington stated that there are conditions to that occurring. Rebecca Huss said that Mr. Washington has several comments, noting that she had met with Mr. Washington as well as Mr. Yates. Rebecca Huss said that there is an issue with the way that the location shows up on the Appraisal District map.

Mr. Washington said that he did not know how Wade Street ever came about or how the City came about paving it or having any type of possession of the property for the water and sewer lines. Mr. Washington said that he thinks that over the years somebody owed somebody a favor so they paved this road. Mr. Washington said that there has only ever been one family house on that street, which has been his family. Mr. Washington said that not many people come through that street, but now the kids come from the high school to try and avoid the signaled intersection to get back onto SH

105. Mr. Washington said that traffic is more of a nuisance than a help. Mr. Washington said that his deal is because the City thinks that they feel a need to possess this street, he felt that it should be done with some conditions because he paid a sum of money for that property. Mr. Washington said that for the City to come and take that property away from him he felt that some tradeoff should be put in place. Mr. Washington said that the street is there and the City has been using it for water and sewer right of ways, which cannot be undone so it will have to continue.

Jon Bickford asked Mr. Washington to advise Council what he wants. Jon Bickford said that he takes issue with the City taking the property if it was not done correctly. Mayor Jones said that it could have been done with verbal permission in the past from his family. Mr. Washington said that was not the case.

Jon Bickford said that he wanted to know what Mr. Washington wanted, would he prefer that the property be all in one piece or would he prefer that the road not be there, or get paid for it. Mr. Washington said if it was up to him, he would take the road out, but that would not be feasible for the citizens with the water and sewer lines that are in place. Mr. Washington said if it was up to him and the utility lines were not there, he would put a sign at the end of Worsham Street saying "dead end" and put stripes on the end of it so people would not go through it and be left in peace. Mr. Washington said that on the other hand if they leave the road and it is consistently used by the City it will leave two or three little pieces of property that you can't do anything with. Jon Bickford asked whether those pieces of property were Mr. Washington's. Mr. Washington said that they were his property. Mr. Washington said if the City decides to utilize the street as it is, then he would like the name "Wade" changed to "L.A. Washington" as a trade-off and then dealing with the small pieces of property on the easement side that are unusable, which is approximately 7/10 of an acre.

Rebecca Huss said that there was also the complication that Mr. Washington, Sr., believes his property to be one size but does not match what it is that they own, so they need to verify the actual metes and bounds. Rebecca Huss said that her suggestion would be to name the street "L.A. Washington Street" and then maybe step by step the City works with Mr. Washington to establish first what they are dealing with in terms of the size of the property and the actual location of Mr. Washington, Sr.'s property and making sure that the family is agreeable.

Jon Bickford proposed the following:

- a) Conduct either a financial or engineering study that would show how much it is going to cost to peel up the street and re-plumb whatever they have installed, if it is water and/or sewer, and return the property to its original condition before it was commandeered.
- b) Get the fair market value for Mr. Washington for not only that strip of property, but also the impact for the side strips that are there; and
- c) Determine what Mr. Washington has been paying for taxes on that property.

Mr. Washington said that he has been paying on 0.756 acre of land \$67 per year. Jon Bickford asked how long he has been paying on that property. Mr. Yates advised that the street has been there since the 1960's. Mayor Jones stated that they do not know how that road came to be, it might have been a verbal agreement with somebody.

Mr. Washington advised that when he purchased the property the title search came back clear. Mayor Jones said that there are at least two other streets that are the same way as Wade Street, which includes Mason Street and Cemetery Street. Mayor Jones said that the property has changed hands, with the street there, but was always platted as part of the property. Mayor Jones said that they resolved the issue on Cemetery Street and now they are trying to resolve Mason Street, and now Wade Street has come up. Mayor Jones said they do not know how the streets came to be, he does not know, but they are there and used as a City street, so therefore they are a City street. Mayor Jones said that they can undo it. Mayor Jones said that the survey for his property would not even show the street as being there. Jon Bickford said that if he bought a piece of property and there was no street on his survey, guess what he would assume, there would be no street on his property.

Rebecca Huss said that Mr. Washington sounds like he is willing to do what is best for the City, and she thought that they could look at the tradeoffs that make him feel like he is getting a good deal. Jon Bickford said that Mr. Washington needed to be made whole and they need to find out what Mr. Washington wants.

Mr. Yates said that they need to survey the property, and any unusable remnants of property they will need to come up with a price or do an appraisal or do an agreement for the unusable property. Rebecca Huss asked when they do that would they replat the property so it would be a contiguous piece of property that would show the street on it and his property value would increase because it would be an accurate survey and has road frontage. Rebecca Huss said that might be something

that they look at adding onto the survey. Mr. Yates said that they could create a plat for the property. Mayor Jones asked the City Attorney for his input on the matter.

Mr. Foerster said that he had two concerns for the City, they have a road and underlying utilities. Mr. Foerster said that there are probably properties all over the City that have underground utilities that are still functioning and the people that own the property are paying taxes on the property with the underlying utilities. Mr. Foerster said if the road is not necessary and if it can be removed and that is what Mr. Washington wants, he felt that City Council has the authority to take this prescriptive road that has been used by the public, adverse to the rights of the property owner for ten or more years, and if they want to they could choose to abandon the road and remove the asphalt from the property and let Mr. Washington have the road.

Mr. Foerster said that he felt that they still have the prescriptive right to the underground utilities, which might be a pretty expensive cost to remove and does not sound what Mr. Washington is asking for. Mr. Foerster said that he did not think that Mr. Washington had a problem with the utilities, he thought he had a problem with the road. Mr. Foerster said that he felt that Mr. Washington would like to have access to the entire piece of property or have a survey carving out the road so that he would no longer have to pay taxes on the road. Mr. Foerster said that apparently the City is willing to do whatever Mr. Washington is wanting to do.

Mr. Foerster said that if Mr. Washington wanted to have the road removed he felt that was fairly easy to do if the only individual that is really served is Mr. Washington's family. Mr. Foerster said that he would suggest that since there has been some public access to the road, if they do remove the road, he felt they should treat it like they would any abandonment of a road by having a public hearing before it is ordered by the City Council. Mr. Foerster advised that the fee simple title would be owned by either Mr. Washington or the party next to him, because apparently the road runs across two tracts of land. Mr. Foerster said that by removing the road, which would fix Mr. Washington's problem and he would have access to his entire tract of land, subject to the underground utilities that would not be in his way to use the property.

Mr. Foerster asked if Mr. Washington wanted the road to remain there and removed from the tax roll, or would he rather have the road removed entirely. Mr. Washington asked if he could wait until they come up with a study and then come back and ask that questions. Mayor Jones said that it did not cost anything to pull the road up. Rebecca Huss said that either way, Mr. Washington

would like time to consider his options, which she thought that would be something that they could grant since the road has obviously been there long enough and it is not going to go anywhere. Rebecca Huss asked Mr. Washington if he would like some time to consider his options. Mr. Washington said that would be fine with him.

Mayor Jones said that they would have to build a turnaround if the road was abandoned for traffic.

Dave McCorquodale asked whether there was a third tract of land with that third owner, because according to the County's GIS map where Wade and Worsham meet it looks like there is a tiny parcel. Rebecca Huss said that he was asking about the tract numbered R124032. Mr. Washington said that they would have to get an accurate plat from the Appraisal District for a true measurement of who owns what. Dave McCorquodale said that there is a potential third owner involved right near where Wade and Worsham meet. Mr. Washington said that it would take some investigating.

Mayor Jones asked what if they left the road, resurveyed and replatted the property, along with any other dealing that they have to do with other property owners, to align the property, would that solve things. Mr. Washington said that would if they can find out who the owners are, because he doesn't believe they are going to be able to find out about that one little piece of property. Mr. Washington said that the City might be able to locate the owner by doing some deep searching, because he has not been able to find out the information.

Mr. Yates said that the surveyor can work with the title company to find out who owns that piece of property. Mr. Washington said that if all else fails, the name change would be okay and some type of compensation for the little pieces of property that are left in the easement.

Jon Bickford retracted his previous motion. John Champagne moved to table action on this item. John Champagne stated it will be hard for him to vote to do anything but take up the road and have Mr. Washington's property back to the way it was, which is going to be his position. Rebecca Huss said unless Mr. Washington decides that he wants it to be a road because he has access frontage and he can subdivide. John Champagne said that he personally did not want the road. John Champagne said that the decision is up to Mr. Washington. John Champagne said that the road is not utilized except for people that are cutting through to do whatever and there is only one home that it is serving. John Champagne said to have a small turnaround at the dead end would be nothing and it would be one less piece of street that they would have to maintain.

John Champagne said that he felt that it would be best for Mr. Washington, to make him whole, that the acreage he owns be made what it was before. John Champagne said that he is not saying that the City came in under some kind of eminent domain and took the road, he thinks that it just happened the way that was described. John Champagne said that the fact is, legally, this is one piece of property and the road just happens to be there. John Champagne said that if Mr. Washington wanted to keep the utilities there, that would be great and unless something happens and he has an epiphany, his vote is going to be for that road to be pulled up and Mr. Washington gets his property back, and then he is done with it.

John Champagne restated that he moved to table the item.

Mayor Jones said that if the road was not there Mr. Washington would be able to define his property. Mr. Washington said if the road was not there then his property would be whole and every piece that he paid for would be solely accessible to him.

Mr. Foerster said that if City Council tables action on this item it will not give staff any direction as to where to go. John Champagne said that was true.

John Champagne moved to supplement Jon Bickford's motion to conduct either a financial or engineering study that would show how much it is going to cost to peel up the street, which would be zero, and then stated he did not want the road.

Mr. Washington said that if City Council decides to abandon the road he asked that they leave the road and he will put up a gate in the front side. Jon Bickford asked to confirm with Mr. Washington that he wanted the road left on his property, and that he just wanted his property whole. Mr. Foerster said that they can still abandon the road and leave it on Mr. Washington's property. Mr. Washington said that he would take care of the road. Jon Bickford said that he wanted to know what Mr. Washington wanted, because if he wants to use the road and have it remain, then that is fine. Mr. Washington said that he could take the road up when he was ready. Mayor Jones asked if Mr. Washington would allow it to be used as a turnaround. Mr. Washington said that would take more of his property away. John Champagne said that he is envisioning a three point turn at the end of the road so they can get out. Mayor Jones said that people are going to end up down there accidentally and will need to turn around.

Dave McCorquodale said that the City ordinances would require them as a City to do something at the end of the street, such as a cul-de-sac.

Jon Bickford moved to conduct an impact study or impact cost regarding whether they leave the road or take the road up, and if they block access to the road from Worsham Street how much would it cost to block the access and would the City have to put a cul-de-sac in place and would that require more property. Jon Bickford said that Option A would be that the City gives Mr. Washington the street back and make a cul-de-sac at the end of the street, or Option B where the City makes an offer to Mr. Washington to purchase that strip of land.

Mr. Foerster stated that every City and every County in the State of Texas, including this City, has prescriptive right utilities and prescriptive right roads that have developed over time, and nobody knows the history. Mr. Foerster said that presumably at some time somebody said that they could put a utility line across their property, and they failed to get a recorded easement. Mr. Foerster said that by "prescriptive right" simply means public use adverse to the property owner. Mr. Foerster said that he wanted City Council to understand that if they go down this road, where as a matter of principal and precedent, if you start compensating every property owner for some prescriptive utility or prescriptive road, where does it end. John Champagne said that he agreed with Mr. Foerster.

John Champagne stated that there were two different motions hanging in the air, because Jon Bickford had pulled his original motion, and then revised his motion.

John Champagne said that he did not want the road, and asked that City Council do what is necessary to abandon the road and let Mr. Washington do what he wants, and make provisions for a small turn around, then City Council would done with the matter.

Mr. Foerster said that the fair thing to do, would be what Mr. Yates had said originally, since Mr. Washington is paying taxes on something that he can't use other than when he is driving up and down the road, which has become a public road at the fault of nobody in this room. Mr. Foerster said that either the City removes the road and stop using it by placing a gate up, or the City pays for a survey to find out the width of the road and remove that piece of property from Mr. Washington by City Council action so that he gets at least that portion of his property no longer

subject to taxes. Mr. Yates said that he would add to pay Mr. Washington for the unusable remnants of land on the north side of the road.

John Champagne said that he had a motion on the floor and Jon Bickford had pulled his motion back.

Dave McCorquodale said that if the City is going to keep the road they need to have a very clear understanding of what is exactly being given up, because it is not just the 18 feet of asphalt it is also the 12 feet of right of way, which could change his mind on whether or not he would want to keep the road there or not. Mr. Yates advised that he and Mr. Washington had both looked at the dimensions, and it is a good 6-7 feet on either side. Dave McCorquodale said that they would get down to property that would be very unusable, especially on the south side.

Mr. Shackleford said that City Council had authorized them to work with Montgomery County Precinct 1 and Precinct 2 to work on a Thoroughfare Study for the City, and asked whether it would be worthwhile to determine if this road would be part of the City's network system before a decision is made. John Champagne said that in his mind it would not. Mayor Jones said that he disagreed and felt that the road adds mobility to the area. Mr. Shackleford said that they would look at what traffic patterns exist and consider that information, and if the street was not there where would traffic go instead. John Champagne said that a bunch of high school kids use the road from time to time and asked how many developments have cul-de-sacs for the very same reason. John Champagne said that this is residential area and the road is only needed by the people that are living there, and the connection between Worsham and Old Plantersville Road is totally useless, except for Mr. Washington.

Rebecca Huss said that she wanted to go back to her original thought.

Rebecca Huss moved to table this action with instruction to staff. John Champagne said that there were already two motions on the table. Rebecca Huss stated that the motions died for lack of a second. Mayor Jones asked if anyone wanted to rescind their motion. John Champagne stated he did not want to rescind his motion. Jon Bickford stated that he had already rescinded his motion. Mayor Jones asked John Champagne to restate his motion.

John Champagne had originally moved to table the action, and wanted to modify his motion.



John Champagne moved to relinquish the road back to the original owner, so that Mr. Washington can have his property back, in total, we abandon all maintenance and anything to do with the road, and Mr. Washington will take care of putting up a fence or gate on either side to impede access to that road, and the City will work out something at the end of Worsham Street for a turnaround.

Mr. Fleming advised that there were functioning City utilities on either side of the road currently. Mr. Fleming said that they would have to establish some sort of access for maintenance.

John Champagne amended his motion to include access to the utility easements.

Mayor Jones restated the motion, advising that the motion was to abandon the road, and to allow Mr. Washington to block off both ends of the roadway for private use, and the City retains the right to the utilities. Mayor Jones asked if anyone wanted to change the motion.

Mr. Washington stated that City Council must understand that majority of the road runs through his property, but there are other little pieces that are outside his property. Mr. Washington said that it was important that some type of survey is done, but if the City abandoned the road that would work because nobody would be going through it. Mr. Washington said that the City would have access to the utility lines, just like the light company has access to their lines.

John Champagne retracted his motion.

Rebecca Huss moved to table this item with the request that staff meet with Mr. Washington and the City Engineers and potentially hire a surveyor, if necessary, to resolve all the outstanding questions, then allow Mr. Washington to make a decision and come back to City Council with the City's position in terms of costs and benefits on one hand, and the other Mr. Washington's desires, and hopefully those two things will meet up. John Champagne seconded the motion.

Discussion: Mr. Foerster said that when the City moves forward, if they abandon a road City Council will have to have a public hearing and give public notice. Mr. Foerster said even if 50 people come in and complain about the road, which he did not think that they would, City Council could do it. Mr. Foerster said that they needed to have a public hearing on abandoning the road. Jon Bickford said that made sense, if the residents don't want the road abandoned and Mr.

Washington gets what he wants out of it, they might choose to leave it. Rebecca Huss said that she did not think that abandonment is necessarily the end of all this, it is coming with more information so that everyone can make a decision and a better discussion. Mr. Yates said that his approach to Mr. Washington would be different than what he has done so far, and he thought that between the two of them and the engineers they could work something out that would be to everyone's agreement.

Mr. Washington asked if the public hearing would be all the citizens of Montgomery, not just the people that live on that road. Jon Bickford said that it would be open to the public, it does not mean they have to come. Rebecca Huss said that it was not a popularity contest but a legal process. John Champagne said that he could assure Mr. Washington that he could care less what they think about his property, what he cares about is what Mr. Washington thinks about his property.

Dave McCorquodale said, for clarity, he would like to know the cost for moving the utilities that are located on that property versus putting an easement right through the middle of someone's property. Mr. Foerster said that as part of the process that staff will be going through, they will be talking to Mr. Washington about agreeing on an easement across his property and to define where those utilities are located, so both Mr. Washington and the City know where they are located, and the easement will be recorded. Rebecca Huss said that it would be a subsurface easement so it would not impair his use of the top soil as long as he does not dig. Mr. Foerster said that it would be like what they did with the Summit Business Park.

The motion carried unanimously. (5-0)

7. Consideration and possible action regarding adoption of an Election Services Agreement by and between the City of Montgomery, Texas and Montgomery County, Texas, by its County Election Officer.

Mr. Yates presented the information to City Council. Dave McCorquodale asked whether any of the costs had increased substantially this year. Mr. Yates advised that they had not. Mayor Jones asked if they had an approximate cost. The City Secretary advised that they would not know until they determined how many entities would be participating in the Election.

Dave McCorquodale moved to adopt the Election Services Agreement by and between the City of Montgomery, Texas and Montgomery County, Texas, by its County Election Officer. Jon Bickford seconded the motion, the motion carried unanimously. (5-0)

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

AN ORDINANCE OF THE CITY OF MONTGOMERY, TEXAS, PROVIDING FOR THE HOLDING OF A GENERAL ELECTION TO BE HELD ON MAY 7, 2016, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO (2) CITY COUNCIL MEMBERS, PLACES 2 AND 4; APPROVING ELECTION SERVICE AGREEMENTS WITH MONTGOMERY COUNTY, TEXAS; AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION.

Jon Bickford moved to adopt the Ordinance. Dave McCorquodale seconded the motion, the motion carried unanimously. (5-0)

9. Consideration and possible action regarding approval of the Joint Election Agreement for the May 7, 2016 Election.

John Champagne moved to approve the Joint Election Agreement for the May 7, 2016 Election. Jon Bickford seconded the motion, the motion carried unanimously. (5-0)

10. Consideration and possible action regarding naming of the street on SH 105 approaching the Montgomery High School Sports Complex.

Mr. Yates advised that this is the street immediately east of the First United Methodist Church that approaches the parking lot east of the football stadium. The street is public from SH 105 north to the entrance of the parking area for the football stadium and the natatorium area of the school's athletic field area.

Becky Huss asked who owned the lands that dedicated these roads. Mayor Jones advised that the school owned it as a driveway, and when they annexed they made some agreements about the school moving their gate up and the City taking over the road to have access to a lift station.

Mr. Foerster said that regarding a letter from Mr. Cheatham discussing naming of another road, he states that the City may not know both the east and west driveways are City rights of ways pursuant to the development agreement, which he has not seen, dated September 27, 2011 between the City,

Montgomery ISD and Mr. Cheatham. Mr. Foerster said that he is reading into the letter that there is something in that development agreement that allows Mr. Cheatham to participate in the naming of the street. Mr. Foerster said that since he has not seen the agreement, he would not know what that would be.

Rebecca Huss said that makes it very hard to make a decision not knowing whether there is a legal issue. Mayor Jones said that City Council had a right to pick a name. Mayor Jones said that Mr. Cheatham is putting his case forward for a name and the school also has a preference. Jon Bickford said that they had a problem in the past with developers naming their streets, and he felt that they should stick to naming them related to people from the City's history using the last name only. Mayor Jones said that Mr. Cheatham names his streets after his grandchildren. Jon Bickford said that he had no problem with developers naming the streets in their development, but for public roads he felt that they should stick with the spirit of the historical names. Mr. Foerster said that he would be happy to work on getting a list of names. Rebecca Huss said that she would not even mind recent people.

After discussion, Jon Bickford moved to table action, and asked staff to come up with five names to choose from, based on the history of Montgomery, along with a one sentence explanation of their history. Rebecca Huss seconded the motion, the motion carried unanimously. (5-0)

11. Consideration and possible action regarding electrical work at the Montgomery Community Center.

Mr. Yates advised that Mr. Muckleroy had obtained three quotes for the work, with Solomon Electric being the low bidder because of charging for only the actual time on the project.

Mr. Yates advised that the funding for the project would come from "street contract labor" in the budget, and if approved, it will be transferred to the Public Works line item "Community Center improvements".

Jon Bickford asked if this was a safety must do. Mr. Muckleroy said that the wiring is not properly done, and they did not use any wire nuts.

Jon Bickford moved to accept the bid submitted by Solomon Electric, including the LED lights. Dave McCorquodale seconded the motion, the motion carried unanimously. (5-0)

Mr. Foerster stated that there was a new law that requires when City Council votes on a contract, the vendor must submit a Form 1295 Certificate of Interested Parties. Mr. Foerster advised that he and the City Secretary were working on this information right now, because the Kroger contract will have that requirement. Mr. Foerster said that the vendor has to submit a sworn to statement identifying any interested parties they might have with people on City Council. Mr. Foerster said that Form 1295 is on file with the City and the City Secretary has to also file electronically with the Texas Ethics Commission. Mayor Jones asked what constituted an interested party. Mr. Foerster advised that if the person owns 10% percent or more of the business would be an interested party. Rebecca Huss stated that being an interested party would not make it impossible to do business with the City. Mr. Foerster said that they would just have to disclose the information for ethics purposes.

12. Consideration of proposed schedule for City Council Workshop Sessions.

Mr. Yates presented the information for three potential workshop meetings to be held with three different topics:

- Meeting #1 topics – Water/Sewer Analysis Reports, Water/Sewer Fee Review, and an ordinance regarding connection charges to the City to reflect the cost to the City.
- Meeting #2 topics – Master Plan discussion (suggested by Randy Moravec/Montgomery EDC), and an issue regarding Chamber of Commerce/Antiques Festival.
- Meeting #3 topics – review of 2015-2016 Operating Budget, and borrowing plan for the remainder of the fiscal year.

Mr. Yates suggested the following dates for the meetings: February 16, March 15 and April 12, 2016.

Rebecca Huss asked if it would be possible to move the March 15 date since it is Spring Break week and she would like to attend the meeting. Mayor Jones asked if they could meet before that March meeting. Rebecca Huss said that would be fine.

Jon Bickford asked what time the meetings would be held. Mr. Yates said that they were being proposed to be held at 6:00 p.m.

Mr. Yates said that the other items the he felt could be worked into the Planning and Zoning Commission Meetings, the regular City Council Meetings were:

- Animal Ordinance

- Tree Ordinance
- Dark Sky Ordinance
- Repairs made to Buffalo Springs Bridge resulting from the failure
- Changes to Zoning and Subdivision Ordinance as recommended by the City Engineer
- Traffic and Speed Limit issues
- Landscaping Design
- Park Memorandum of Understandings
- Annexation of property north of the City

John Champagne asked that staff send meeting invites along with the proposed meetings.

Mayor Jones asked if the Mobility Study or preliminary discussion on the list of items. Mr. Yates said that he did not have that information, but did have the street improvements. Mayor Jones said that they had enough information for a bullet point and he might want to work it into the schedule.

#### **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 current items at this time.)

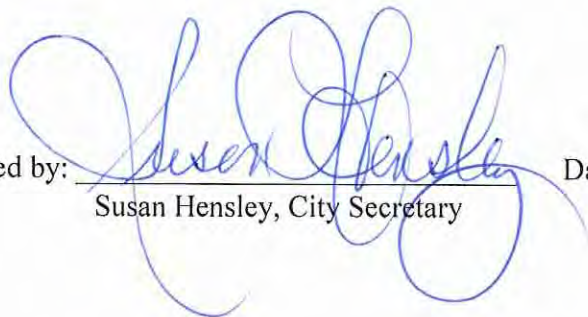
#### **COUNCIL INQUIRY:**

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

#### **ADJOURNMENT**

Jon Bickford moved to adjourn the meeting at 7:44 p.m. Rebecca Huss seconded the motion, the motion carried unanimously. (5-0)

Submitted by:



Susan Hensley, City Secretary

Date Approved: \_\_\_\_\_

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Mayor Kirk Jones

## **CITY ADMINISTRATOR REPORT**

- **Met with Planning Commission for one meeting**
- **Met with MEDC for one meeting, kept minutes**
- **Met with city engineers several times regarding plats, system management**
- **Met with several developers during the month regarding Emma's Way, Wade Nelson regarding Highway 105 in general, developer concerning 105 and Lone Star Pkwy., Bowen/Waterstone development, Kroger development, 68 acre property, Pizza Shack**
- **Worked with Mr. Washington regarding Wade Street, worked with Mr. Brosch regarding Mason Street**
- **Worked on dilapidated buildings – letters ready to send out to property owners**
- **Worked with Municipal Court Administrator and Development Clerk regarding software upgrades**
- **Discussed Baja Street drainage improvements with City Engineer**
- **Worked with contractor and staff regarding AMRS water meter installation process**
- **Communicated, discussed various items with the Council during the month**
- **Continued work with city staff on virtually all realms of my activities**

**\*\*\*\*\* Note-- it has been suggested to me that the City Administrator give the verbal Department Reports for each of the departments. I think the reason for the suggestion was to streamline the time and to hit the highlights of each report. Under this scenario the reports would still be written by the department heads and get to the Council in your packet, I would then highlight each of the reports one by one, with questions from the Council as desired, with the department heads present at the meeting for any in-depth questions.**

**How do you feel about this? The other side of this issue is that by each department head giving their report you get to see/hear from the department head themselves, and it cannot be said that the City Administrator was mis-reporting or slanting in any way their departments report. I am fine with your decision whatever it may be.**



# Public Works

## January 2016 Monthly Report

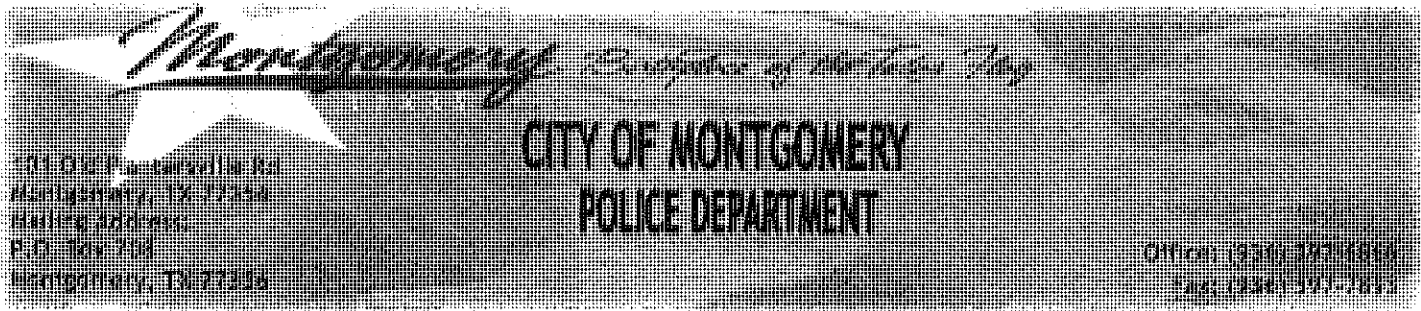
- Took down all Christmas decorations and lighting
- Fixed several potholes
- Replaced photocell for security lighting at Sewer Plant #2
- 105 west and Lake Creek Village hydrants painted
- Changed all door lock batteries in City Hall
- Meter change outs were started – assisted Accurate with leaks and locating hard to find meters
- Installed fence weave in new fence at Lift Station #12
- Raised manhole outside Lift Station #1 and re-grouted lid
- Replaced battery backup ballast in City Hall light
- Began street sign replacements to 9" blades on main roads
- Assisted Gulf with main break at Brookshire's fuel center
- Repaired sewer cleanout in ditch on MLK
- Repaired Sewer Plant #2 road with limestone base
- Onsite with Jones/Carter and Gulf Utility for cooling tower and GST one year inspections
- Monthly lighting and air filter checks at City Hall
- Monthly meter reads
- Monthly door hangers for non-payment
- Monthly cutoffs
- Monthly grease trap inspections
- 4 sewer inspection
- 1 sewer stop up
- 5 water leaks
- 2 water taps
- 2 sewer taps

## **Parks and Recreation**

- Repaired granite walkways at Fernland
- Replaced fountain pump at Cedar Brake and re-piped
- Removed crushed granite from Community Center restrooms and replaced with asphalt (picture attached)
- Added door sweeps to Community Center restroom doors
- Met contractors for electrical bids on Community Center upgrade
- Adjusted run time on Community Center irrigation controls
- M/W/F cleaning of parks
- Monthly lighting and air filter check of all parks
- Community center rental inspections
- Sprayed weed killer on all granite pathways at Fernland and Memory Parks
- Met with Mike Neuman and contractor for final walkthrough of lighting project

The docents at Fernland reported a total of 595 visitors for the month and provided 53 tours.

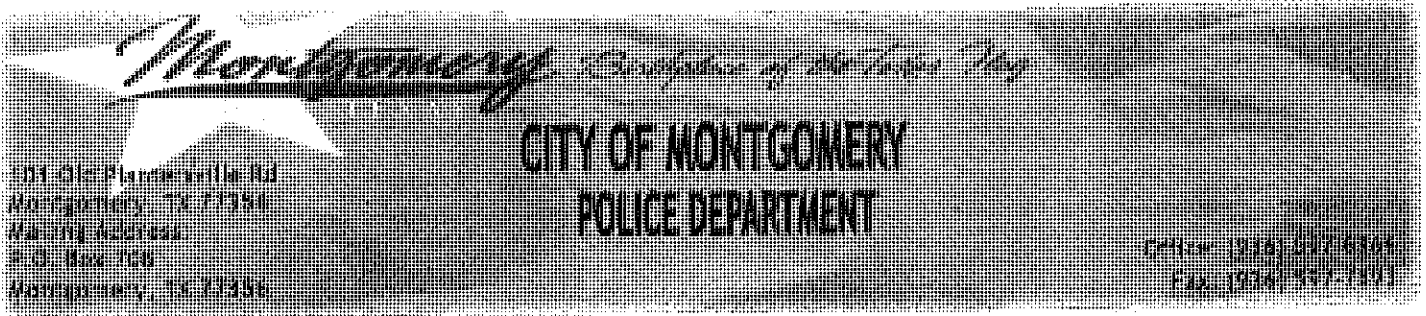




**MONTGOMERY POLICE DEPARTMENT**

**MONTHLY REPORT**

**JANUARY 2016**



## MONTGOMERY POLICE DEPARTMENT REPORTS

During the month of January the Montgomery Police Department Police Department Patrol Officers generated 52 reports. The reports are as follows:

Dui Minor - January 1 – Officer Thompson – 20200 Eva St.

Towed Vehicle / No DL / No Insurance – January 1 – Officer Thompson/ Bracht – 20900 Eva St.

Information Call – January 4 – Officer Flores – 21100 Eva St.

Motor Vehicle Accident – January 4 – Lt. Belmares - 21100 Eva St.

Possession of a Controlled Substance – January 5 – Sgt. Rosario – 600 Old Plantersville Rd.

Warrant Arrest – January 6 – Officer Flores – 21000 Eva St.

Motor Vehicle Accident – January 6 – Officer Bauer - 22800 Eva St.

Theft – January 6 – Officer Thompson / Bracht – 200 Bessie Owen Price

Towed Vehicle / Traffic Hazard – January 7 – Officer Bauer – 100 Emma’s Way

Warrant Arrest – January 8 – Officer Thompson – 1100 Buffalo Springs Dr.

Possession of Marijuana – January 8 – Officer Bracht – 21500 Eva St.

Motor Vehicle Accident – January 10 – Officer Hernandez – 14100 Liberty St.

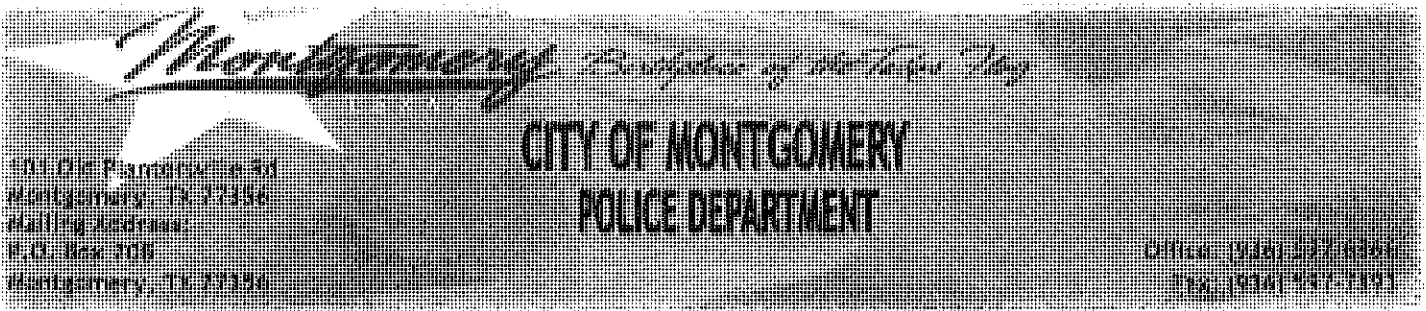
Driving while License Invalid – January 10 – Officer Carswell – 1100 Buffalo Springs Dr.

Warrant Arrest – January 10 – Officer Flores – 1100 Buffalo Springs Dr.

Motor Vehicle Accident / Warrant Arrest – January 11 – Officer Bauer – 22500 W FM 1097

Driving while License Invalid – January 12 – Officer Thompson – 20600 Eva St.

Warrant Arrest – January 13 – Officer Hernandez – 101 Old Plantersville Rd.



Driving while License Invalid – January 13 – Officer Thompson – 20200 Eva St.

Possession of Marijuana – January 13 – Officer Carswell – 22800 Eva St.

Driving while License Invalid – January 14– Officer Thompson – 20400 Eva St.

Warrant Arrest – January 14 – Officer Flores – 600 Community Dr.

Found Property – January 15 – Officer Bracht – 101 Old Plantersville Rd.

DWI – January 15 – Officer Bauer – 22800 Eva St.

Warrant Arrest – January 15 – Sgt. Rosario – 20600 Eva St.

Possession of Marijuana – January 15 – Officer Thompson – 1200 Lone Star Parkway

Possession of Drug Paraphernalia – January 16 – Officer Bracht – 20600 Eva St.

DWI – January 17 – Officer Bracht – 14700 Liberty St.

Possession of Drug Paraphernalia – January 17 – Officer Bracht – 21200 Eva St.

Criminal Mischief – January 20 – Officer Bauer – 22800 Eva St.

Motor Vehicle Accident – January 20 – Officer Bracht – 1100 Lone Star Parkway

Warrant Arrest – January 21 – Officer Bracht – 22400 W FM 1097

Motor Vehicle Accident – January 21 – Officer Bauer – 1100 Lone Star Parkway

Motor Vehicle Accident – January 21 – Officer Carswell – 20500 Eva St.

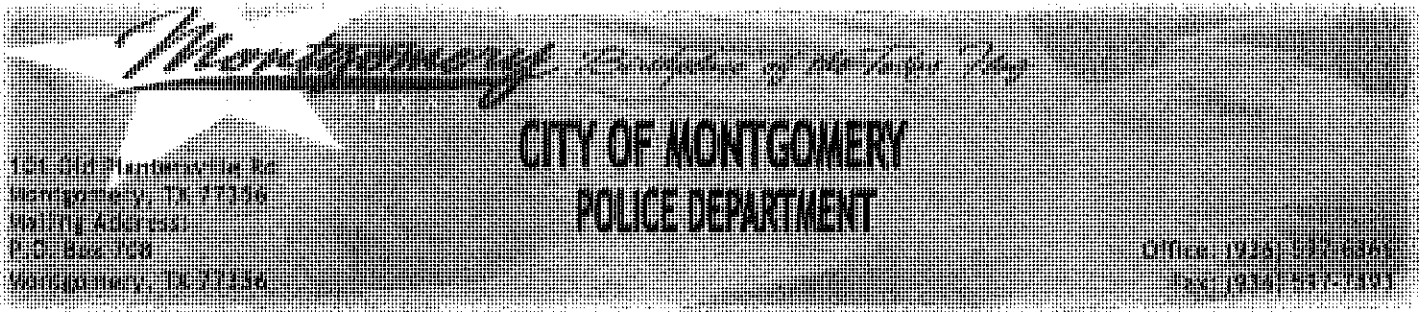
Warrant Arrest – January 21 – Officer Carswell – 14700 Liberty St.

Towed Vehicle / Traffic Hazard – January 21 – Officer Weikel – 100 Emma’s Way

Driving while License Invalid – January 22 – Officer Hernandez – 20200 Eva St.

Driving while License Invalid – January 23 – Officer Hernandez – 20200 Eva St.

Motor Vehicle Accident – January 23 – Officer Flores – 11100 Eva St.



**Towed Vehicle / No DL / No Insurance** – January 23 – Officer Thompson – 20100 Eva St.

**Motor Vehicle Accident** – January 25 – Officer Bauer – 21600 Eva St.

**Warrant Arrest** – January 27 – Officer Flores – 101 Old Plantersville Rd.

**Warrant Arrest** – January 27 – Officer Carswell – 2700 Lone Star Parkway

**Towed Vehicle / No DL / No Insurance** – January 28 – Officer Carswell – 900 Buffalo Springs Dr.

**Warrant Arrest** – January 28 – Officer Carswell – 15000 Liberty St.

**Warrant Arrest** – January 28 – Officer Flores – 22300 Sharp Rd.

**Death Investigation** – January 29 – Officer Bracht – 100 Lone Star Bend Dr.

**Towed Vehicle / No DL / No Insurance** – January 29 – Officer Bracht – 21100 Eva St.

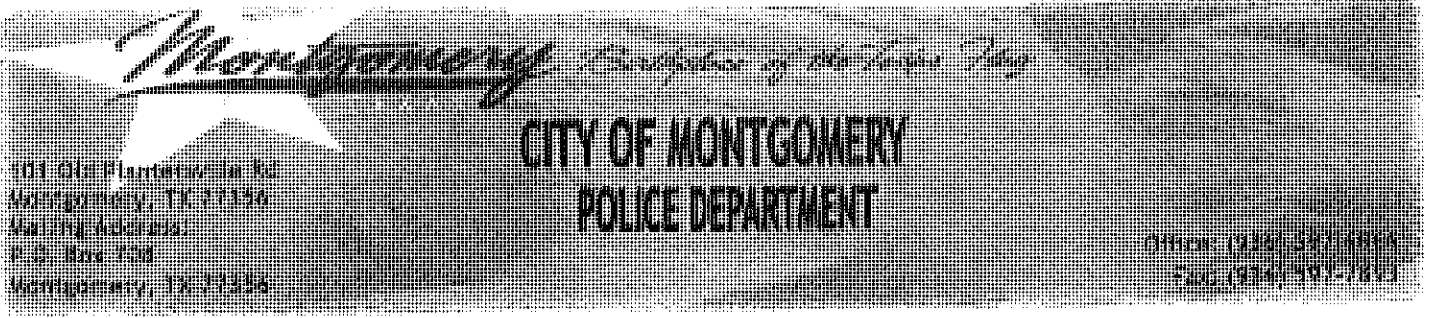
**Terroristic Threat** – January 29 – Officer Weikel – 700 Community Center Dr.

**Towed Vehicle / No DL / No Insurance** – January 30 – Officer Bracht – 400 Lone Star Parkway Dr.

**Failed to Stop and Render Aid** – January 30 – Officer Weikel – 21300 Eva St.

**Towed Vehicle / No DL / No Insurance** – January 31 – Officer Weikel – 21300 Eva St.

**Assault** – January 31 – Officer Weikel – 1000 Baja

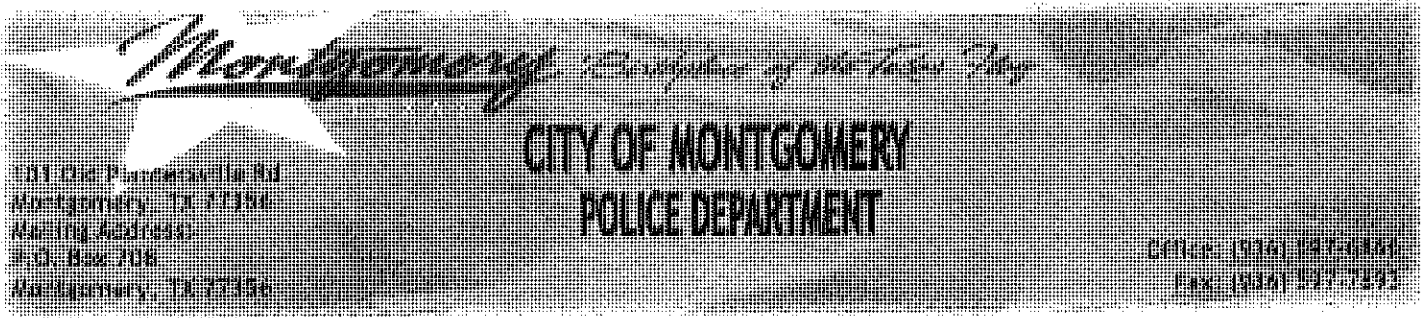


## MONTGOMERY POLICE DEPARTMENT NEWS:

On 01/25 Officer Bracht and Lt. Belmares attended a grant writing training seminar hosted by the Harris County Sheriff's Office training academy.

On 01/27 Officer Thompson attended the Standardized Field Sobriety Testing update hosted by the Harris County Sheriff's Office training academy.





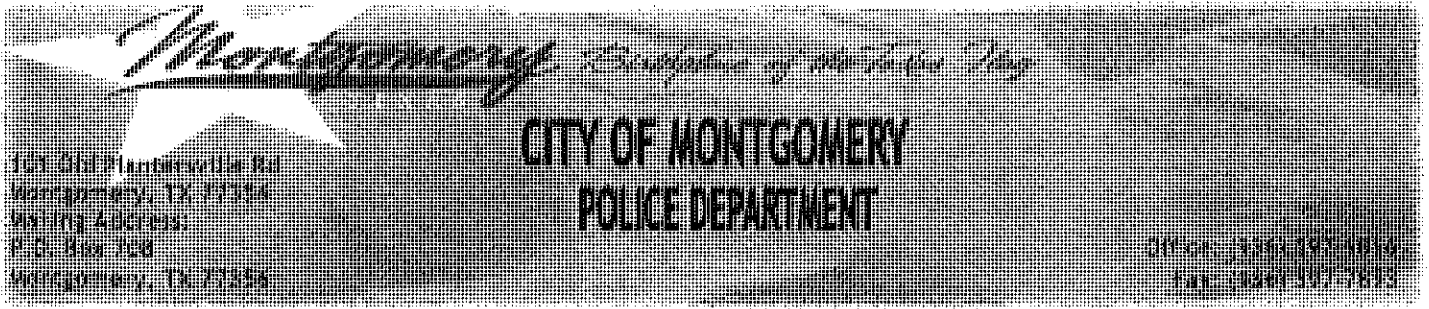
**ARRESTS/CHARGES:**

Misdemeanor - 43

Felony – 1

**TRAFFIC ENFORCEMENT:**

470 - Citations Issued



Prepared by:

Lt. Joe Belmares Unit 1601

Montgomery Police Department

101 Old Plantersville Rd.

Montgomery TX, 77356

936-537-1430

[jbelmares@ci.montgomery.tx.us](mailto:jbelmares@ci.montgomery.tx.us)

# Municipal Court-Monthly Report

January 2016

2/4/2016

Becky Lehn

Court Administrator



# Montgomery Municipal Court Monthly Report

## January 2016

<b>REVENUE Category</b>	<b>CURRENT</b>	<b>YEAR TO DATE October 1, 2015</b>
<i>Total Cases Filed</i>	470	1459
Deposit – City	\$25,299.82	\$118,876.14
Deposit - State	\$17,011.78	\$78,804.92
Deposit - OMNI	\$24.00	\$406.28
Child Safety Fund	\$29.85	\$475.00
Judicial Efficiency	\$156.45	\$703.89
Court Tech Fund	\$881.97	\$3,947.29
Court Bldg. Security Fund	\$661.48	\$2,960.49
Collection Agency	\$637.47	\$6,703.44
<b><i>Total</i></b>	<b>\$44,702.82</b>	<b>\$212,877.45</b>

Created By: Becky Lehn  
Court Administrator  
February 10, 2016



# Comparison Chart

## Citations/Warrants/Revenue January 2014 - Present

	<u>Citations Filed</u>	
	2014	2015
<i>Jan</i>	213	365
<i>Feb</i>	138	294
<i>Mar</i>	158	421
<i>April</i>	238	357
<i>May</i>	148	396
<i>June</i>	173	440
<i>July</i>	167	466
<i>Aug</i>	271	421
<i>Sept</i>	241	435
<i>Oct</i>	275	319
<i>Nov</i>	298	339
<i>Dec</i>	294	331

	<u>Warrants Collected</u>	
	2014	2015
	\$9,060.80	\$2,708.90
	\$38,679.28	\$3,362.90
	\$20,260.43	\$15,303.54
	\$14,613.61	\$2,106.50
	\$10,987.28	\$3,286.10
	\$7,354.48	\$9,972.20
	\$3,870.40	\$4,858.20
	\$4,651.40	\$2,740.40
	\$3,267.40	\$6,399.30
	\$4,257.80	\$7,550.70
	\$1,948.40	\$8,581.07
	\$1,270.00	\$8,675.20

	<u>Total Revenue Collected</u>		
	2014	2015	2016
	\$29,388.10	\$44,544.59	\$44,702.82
	\$64,299.13	\$56,555.03	
	\$44,481.53	\$63,838.40	
	\$40,156.21	\$56,577.20	
	\$36,115.98	\$48,760.60	
	\$25,471.74	\$67,656.40	
	\$29,451.41	\$64,193.80	
	\$29,328.47	\$47,484.40	
	\$31,878.10	\$61,912.50	
	\$31,657.00	\$63,688.50	
	\$30,271.30	\$51,170.47	
	\$38,855.10	\$53,315.66	

**Totals**      2164      2402      470

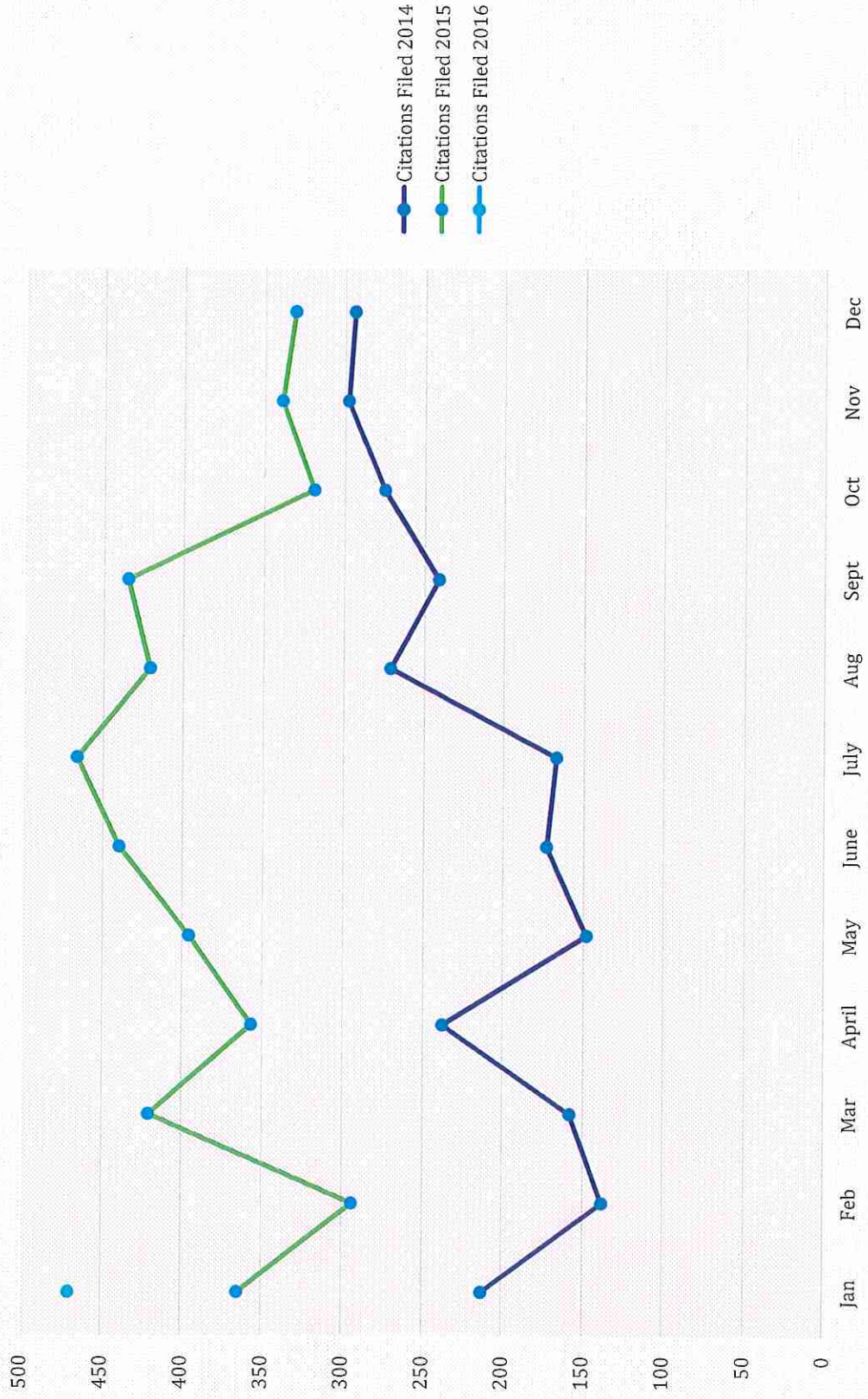
\$120,221.28      \$75,545.01      \$2,762.37

\$431,354.07      \$679,697.55      \$44,702.82

Becky Lehn  
Court Administrator  
02/04/2016

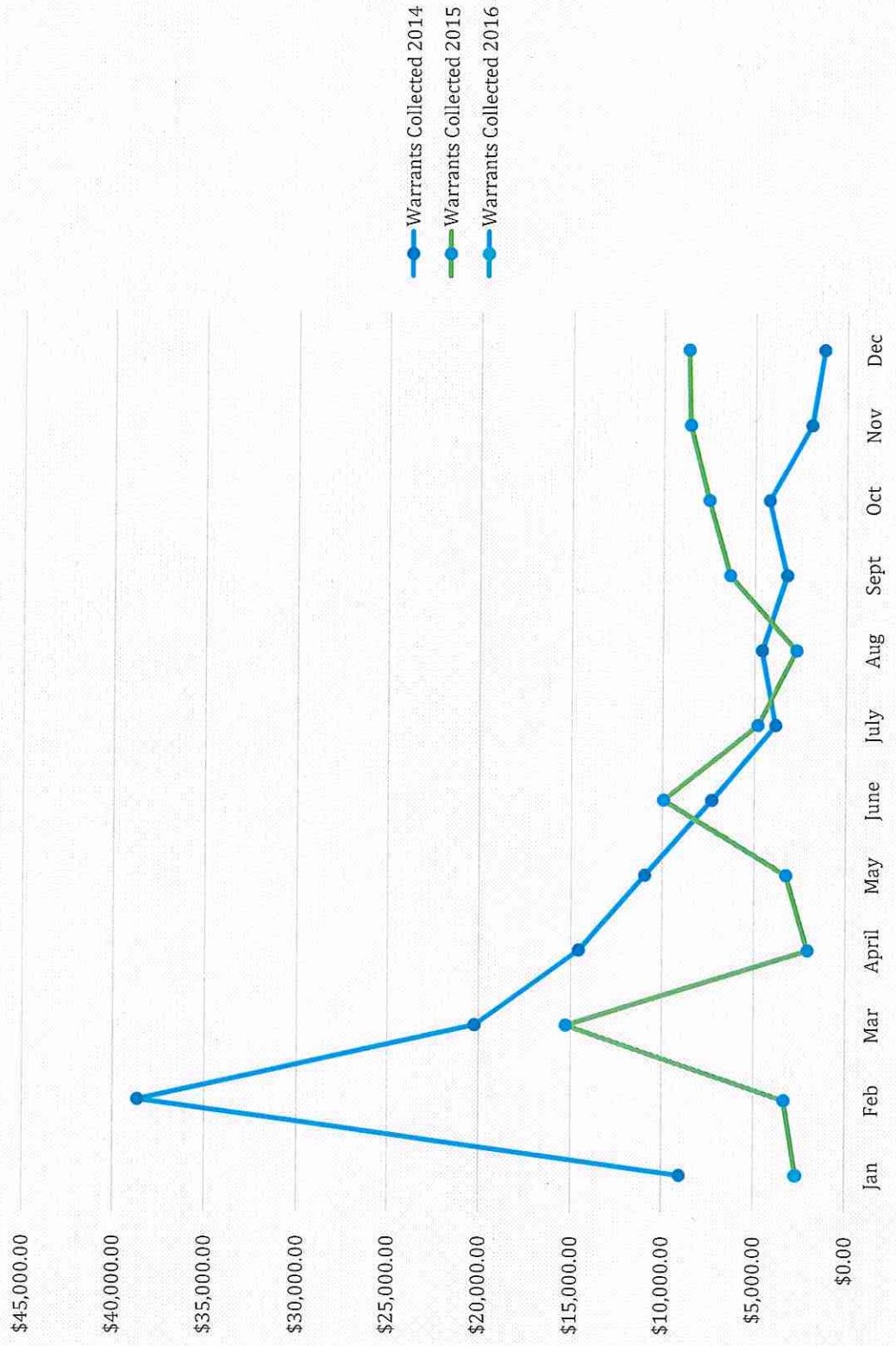
# Citations Filed

## Yearly Comparison



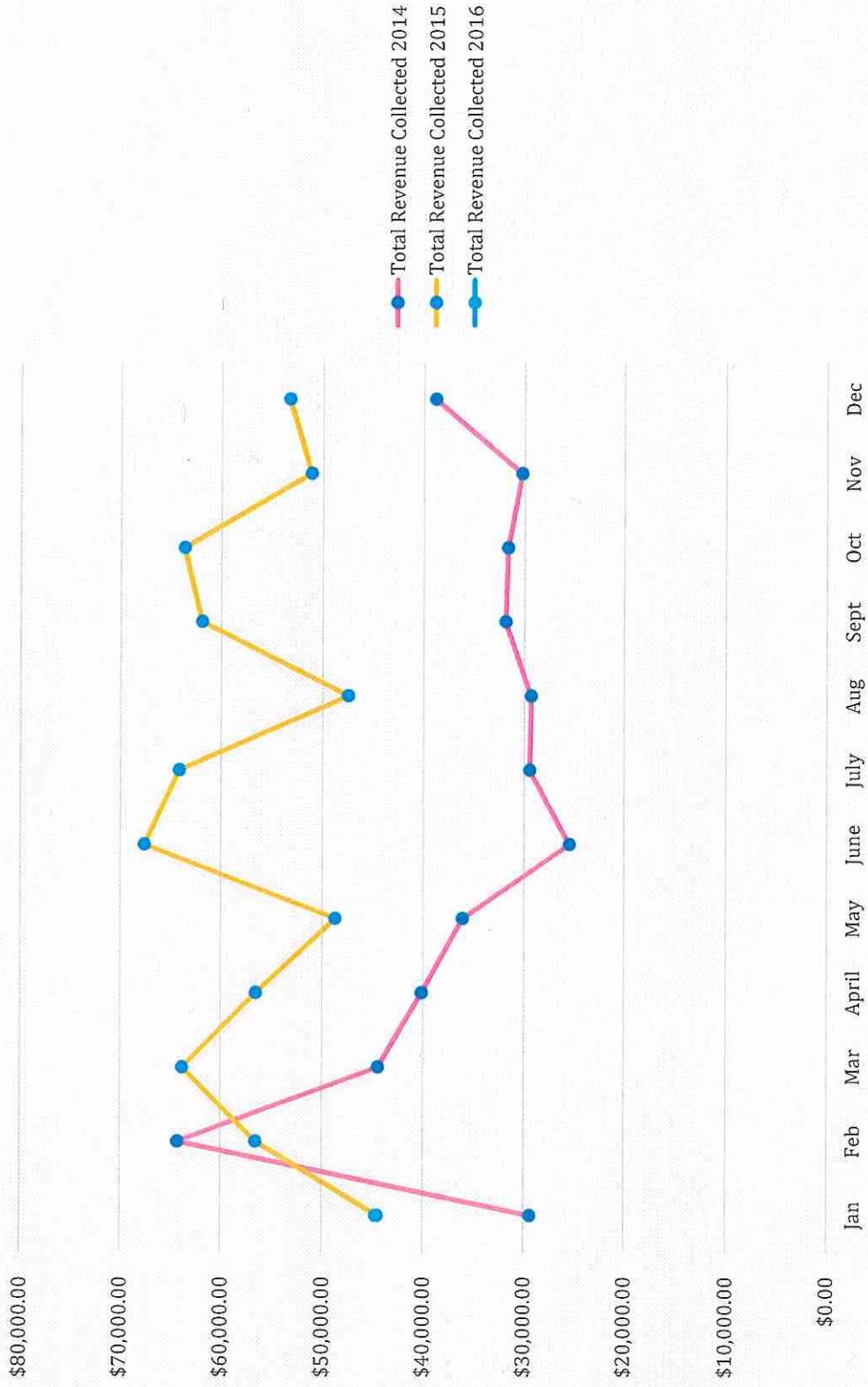
# Warrants Collected

## Yearly Comparison



# Total Revenue Collected

## Yearly Comparison





# UTILITY / PERMITS REPORTS – MONTHLY

Created by Ashley Slaughter

JANUARY 2016 Report



## UTILITY / DEVELOPMENT PERMIT REPORTS - JANUARY 2016

### TOTAL REVENUE SNAPSHOT

<b>Utilities</b>	\$ 51,145.29
<b>Permits</b>	\$2,594.00
<b>Community Building</b>	\$195.00

### UTILITIES

#### UTILITY ACCOUNT TOTALS

<b>New Water Accounts</b>	7
<b>Disconnected Water Accounts</b>	11
<b>Total number of Active Accounts</b>	531
<b>Number of Idle Accounts</b>	34
<b>Total Number of Accounts Cutoff</b>	7

- Total of 56 registered members for the new online utility website.
- Assisted Accurate with the new meter by swapping the old meters with the new ones in our utility billing system.

## CITY ACCOUNT CONSUMPTION

City Venue	November 2015	December 2015	January 2016
Community Building	0	1	1
Community Building - Irrigation	36	22	8
City Cemetary	0	0	0
City Welcome Sign Irrigation at HWY 105 & Prairie – Rose Garden	0	0	0
North Liberty Sewer Plant	0	0	0
Cedar Break Park Statute Sprinkler	2	1	3
Cedar Break Park Restrooms	5	8	7
Fernland	8	3	0
Memory Park	53	26	21
Community Building Stage Irrigation – Rose Garden	0	0	0
City Hall & Irrigation	32	6	4
Homecoming Park Restrooms	0	1	0
Homecoming Park Drinking Fountain	0	0	0
Buffalo Springs Sewer Plant	166*	159*	182

### Notes:

- Included three months' worth of data for comparison and ease in tracking.
- Please note that there was a mistake on the consumption for the Buffalo Springs Sewer Plant in last months report. In October it was correctly reported of having 164 consumption, but it was incorrectly reported of having 0 consumption in November and 1 consumption in December. The corrected totals are reflected above with an \*

## PERMITS

Type	Number of Permits	Revenue
Building - Residential	0	\$0.00
Building - Commercial	1	\$75.00
Building - Pool	0	\$0.00
Building – Misc.	0	\$0.00
Electrical	8	\$902.00
Mechanical	3	\$459.20
Plumbing	8	\$1,157.80
Sign	0	\$0.00
<b>Total:</b>	<b>20</b>	<b>\$2,594.00</b>

- Implemented the new permit software *Fast* for all permits issued under the new adopted 2015 IBC & IRC codes.

## COMMUNITY BUILDING – JANUARY

Type of Rental	# of Bookings	Revenue
Profit	3	\$195.00
Non - Profit	2	\$0.00
Amount collected after full or partial loss of deposit	0	\$0.00

Created by Ashley Slaughter  
FEBRUARY 17th, 2016

## SUMMARY OF OPERATIONS

We responded to eight district alerts during 12/18/15-1/20/16. On **12/19** the police department called in a possible main break at 20423 Eva St., we were called back shortly and notified the leak was within the churches responsibility to repair. The leak was isolated at the meter, the field technician was in route and called off. **12/27** we were notified the red light was on at lift station 3, when the operator arrived the wet well was at a normal level and no problems were found. There was rain that day possibly causing a high wet well for a short period of time. **1/06** water plant 3 called for well 4 fail to prime, operator found the well in alarm upon arrival, alarms were reset and well was ran in hand no problems were found at this time cause of alarm was possibly due to a power surge. **1/06** Lift station 10 was in high wet well upon arrival of a normal check in, the operator was able to pump down the wet well in hand but the pumps would not work in auto, NTS found the transducer (indicates level of wet well to controls) was inoperable and had to be replaced, NTS also found the conduit was broken underground and had to rework conduit to run a new transducer into the wet well. **1/07** Lift station called out high wet well, all three pumps were pumping upon arrival, flow coming in was too high for lift pumps to keep out of high level due to rain, operator monitored wet well until out of high level. 1/11 we were notified that the red light at lift station 3 was on, operator investigated and found that the lift pumps needed to be pulled, NTS pulled the pumps and the check valves. **1/18** Accurate meter was changing out meters and a curbstop broke, our construction department was dispatched to isolate line and replace broken curbstop. **1/20** Accurate meter was changing out meters and heard water flowing into the sanitary manhole, further investigation showed that there was a brick placed between the water and storm line possibly during construction that punched a hole in the water line, our construction department made repairs that evening.

## OPERATIONS DETAIL

### Water Report

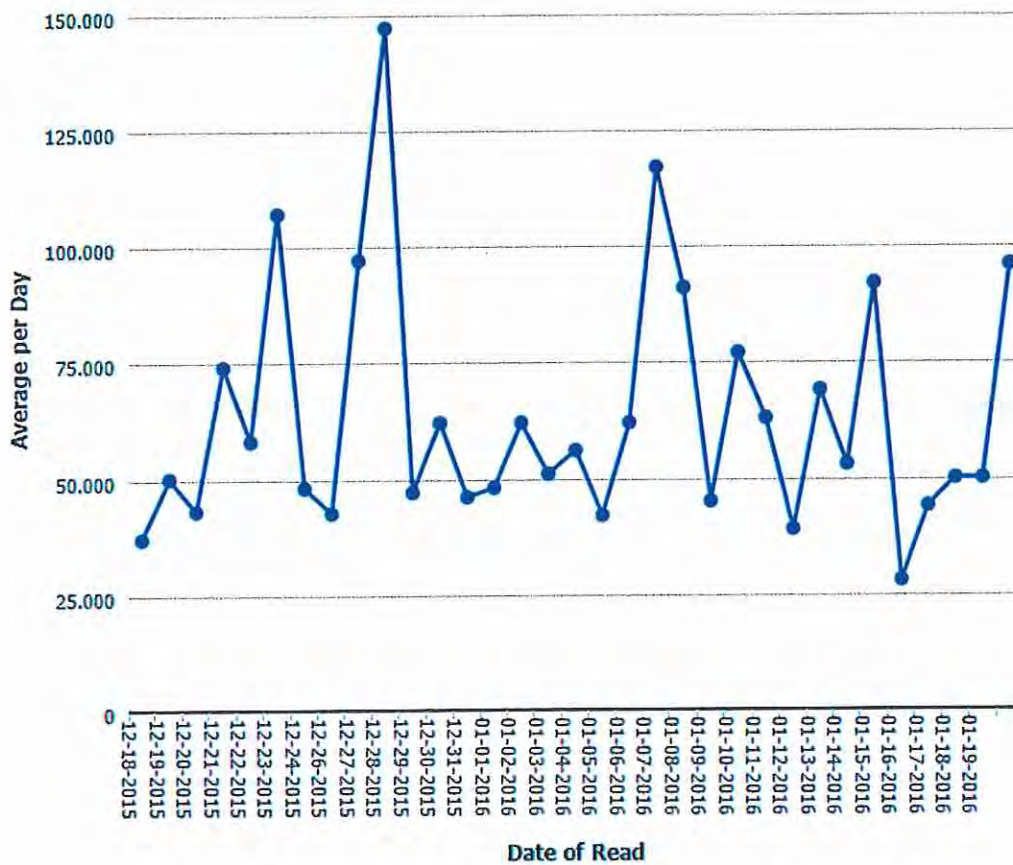
12/18/2015 – 01/20/2015

Well Name	City Recorded	GULF Recorded	% of Total	Rating g/Day	g/pMonth
Well 2	0.030	0.053	00.4%	0.864	25.92
Well 3	0.499	0.577	06.8%	0.864	25.92
Well 4	6.826	6.984	92.8%	2.160	64.80
Total	7.355	7.614	100.00%	3.888	116.64
Flushing	0.055	0.055			
Subtotal	7.300	7.559			
Sold	5.551	5.551			
Percentage Accounted	76%	73%			

TAP

INTO

TECHNOLOGY



- Flow for the month of January was 2,136,000 gallons
- Daily peak flow December 28, 2015 was 147,000 gallons (.147 MGD)
  - 58% of permitted value
- Average Daily Flow 63,000 gallons (.63 MGD)
  - 21% of permitted value

\*Average per day is a non-weighted average.

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



**GULF UTILITY**  
**SERVICE, INC.**  
281-355-1312

## City of Montgomery

Operations Report

12/18/15-1/20/16

**TAP**

**INTO**

**TECHNOLOGY**

**Dear City of Montgomery Council Members:**

We are pleased to provide you with the January 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 district.

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  
Gulf Utility Service



## SUMMARY OF OPERATIONS

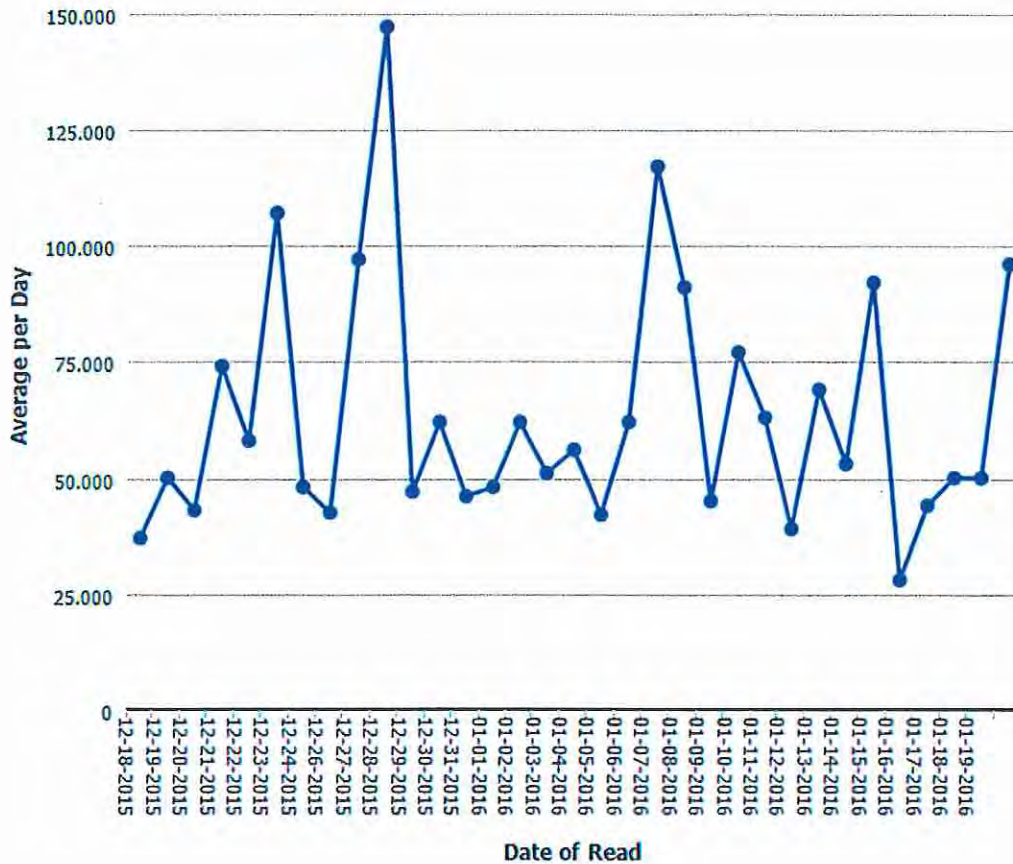
We responded to eight district alerts during 12/18/15-1/20/16. On **12/19** the police department called in a possible main break at 20423 Eva St., we were called back shortly and notified the leak was within the churches responsibility to repair. The leak was isolated at the meter, the field technician was in route and called off. **12/27** we were notified the red light was on at lift station 3, when the operator arrived the wet well was at a normal level and no problems were found. There was rain that day possibly causing a high wet well for a short period of time. **1/06** water plant 3 called for well 4 fail to prime, operator found the well in alarm upon arrival, alarms were reset and well was ran in hand no problems were found at this time cause of alarm was possibly due to a power surge. **1/06** Lift station 10 was in high wet well upon arrival of a normal check in, the operator was able to pump down the wet well in hand but the pumps would not work in auto, NTS found the transducer (indicates level of wet well to controls) was inoperable and had to be replaced, NTS also found the conduit was broken underground and had to rework conduit to run a new transducer into the wet well. **1/07** Lift station called out high wet well, all three pumps were pumping upon arrival, flow coming in was too high for lift pumps to keep out of high level due to rain, operator monitored wet well until out of high level. 1/11 we were notified that the red light at lift station 3 was on, operator investigated and found that the lift pumps needed to be pulled, NTS pulled the pumps and the check valves. **1/18** Accurate meter was changing out meters and a curbstop broke, our construction department was dispatched to isolate line and replace broken curbstop. **1/20** Accurate meter was changing out meters and heard water flowing into the sanitary manhole, further investigation showed that there was a brick placed between the water and storm line possibly during construction that punched a hole in the water line, our construction department made repairs that evening.

## OPERATIONS DETAIL

### Water Report

12/18/2015 – 01/20/2015

Well Name	City Recorded	GULF Recorded	% of Total	Rating g/Day	g/pMonth
Well 2	0.030	0.053	00.4%	0.864	25.92
Well 3	0.499	0.577	06.8%	0.864	25.92
Well 4	6.826	6.984	92.8%	2.160	64.80
Total	7.355	7.614	100.00%	3.888	116.64
Flushing	0.055	0.055			
Subtotal	7.300	7.559			
Sold	5.551	5.551			
Percentage Accounted	76%	73%			



- Flow for the month of January was 2,136,000 gallons
- Daily peak flow December 28, 2015 was 147,000 gallons (.147 MGD)
  - 58% of permitted value
- Average Daily Flow 63,000 gallons (.63 MGD)
  - 21% of permitted value

\*Average per day is a non-weighted average.

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

## **WATER DISTRIBUTION AND MONITORING**

The operator will collect a sample from the City on a daily basis. The purpose is to ensure that a good chlorine residual is maintained throughout the water distribution system. There are a total of seven sample locations that have been carefully selected to provide a fair representation of the entire district. The operator will rotate the sample locations taking a sample from the location that has the oldest prior sample date. Kardia will display the next sample location for the operator. Kardia can display the date of the latest sample and result or list the historical sample dates and results by location.

### **Flushing**

A flushing program has been carefully created to ensure that the City's residents are provided with clean, clear and disinfected water.

## **COLLECTION SYSTEM**

GUS operates and maintains 12 lift stations for the City. Our operator will inspect each location for problems. The access hatches will be opened and a visual inspection will be performed. If the control panel includes an ETM, the hours will be entered into Kardia. Auto dialers are verified weekly.

## **WASTEWATER TREATMENT PLANT**

During each plant visit a visual inspection of the entire facility is performed. All flow meters and ETM values will be recorded in Kardia along with totalizer readings. The operator will also note erratic flow, upset or cloudy effluent, chlorine residual, chemical inventory, sludge blanket depths, mixed liquor sets, temperature and rainfall. All data is entered into Kardia. The City and consultants are able to view the data by logging into our website. The data can also be provided in electronic format. The operator will also record the staff gauge reading, Kardia returns the calculation for instantaneous flow. The calculated result is compared to the instant flow reading per the totalizer. The operator is looking for the readings to be within 80% - 120% of each other. Consistently different results would indicate a problem with totalizer calibration or with the transducer. The operator will also coordinate with the lab company. The permit values are maintained in Kardia and compared to sample results.

*Permit Information – Stewart Creek*

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 (NH<sub>3</sub>) 2 mg/l
- Chlorine Residual >1.0 mg/l < 4.0 mg/l

*Lab results*

GUS has contracted with Eastex Environmental to pull scheduled monthly samples from the effluent and the aeration basin. The samples are required by the state and are used to ensure that the plant has complied with all permitted limits.

*Effluent*

*BOD*

Sample Date	Result	Limit	Permit
01/06/2016	2.00	10	OK
01/13/2016	2.00	10	OK
01/20/2016	2.00	10	OK
01/27/2016	3.00	10	OK
Average	2.25	10	OK

### Observation

An average BOD of 2.7 mg/l with an average flow of 120,000 gallons per day indicates that the plant is discharging 3.23 lbs of BOD per day. If we assume that the plant is running at 95% efficiency the total amount of influent entering the plant would be 54 lbs per day. The average amount of BOD per person is estimated at .17 lbs per day indicating a population of 318 individuals. Another check would be to use 100 gallons per day per person which would result in a population estimate of 1,200 individuals. Kardian will accept assumptions and inputs, calculate results that can be set up as alerts or as part of a requested report.

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

### Buffalo Springs WWTP Effluent Monitoring Report

Effluent Permitted Values	Parameter		Measured	Excursion
Average Monthly T.S.S.	15	MGD	8.90	no
Average Monthly NH3	2	mg/l	0.20	no
Minimal CL2 Residual	1	mg/l	1.06	no
Max CL2 Residual	4	mg/l	3.71	no
Rainfall for the Month		1.50	inches	

**There were no excursions for the month of January**

### *Aeration*

It is extremely important that the samples are taken where the operator has indicated. The operator is not always present when the samples are taken. The operator routinely communicates with the lab company and the lab technician taking the samples. The operator has marked the sample locations.

*Well Run Times*

Well Name	Total Hrs	% Total	Peak Day	Peak Hrs
2	0.9	1	01/20/2016	.5
3	17.5	17	01/07/2016	3.0
4	82.1	82	01/11/2016	3.8
Total	100.5	100		

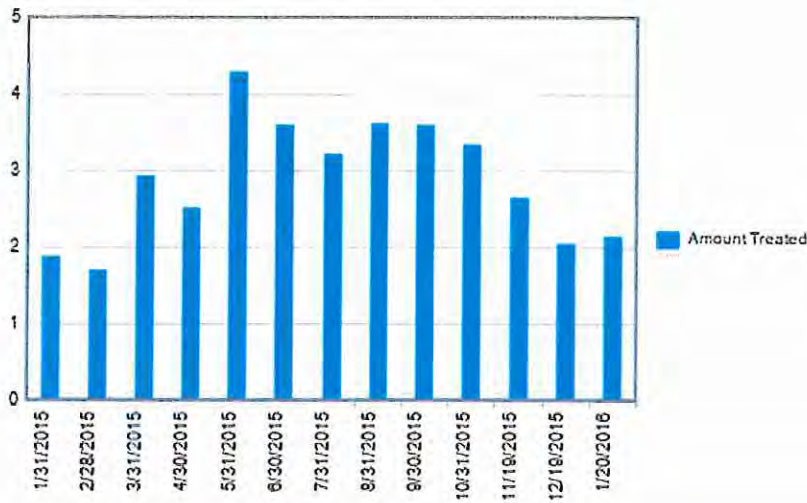
**WATER PRODUCTION**

Connections	
School	7
City Inside	100
City Outside	2
Residential Inside	381
Residential Outside	22
Church	10
City	17
Hydrant	3
Irrigation	56
Total	598

Gulf Utility Services Operations Report  
February 23, 2016

Full Report   Grid Edit   Email   More ▾ 33 Facility meter reads									
	Date of Read	Time of Read	Reading	Adj Prior Date	Days Between Reads	Adj Prior Reading	Usage	Average per Day	
<b>JAN 2016 (20 Facility meter reads)</b>									
🔍	01-20-2016		78039.000	01-19-2016	1	77943.000	96.000	96.000	
🔍	01-19-2016		77943.000	01-18-2016	1	77893.000	50.000	50.000	
🔍	01-18-2016		77893.000	01-17-2016	1	77843.000	50.000	50.000	
🔍	01-17-2016		77843.000	01-16-2016	1	77799.000	44.000	44.000	
🔍	01-16-2016		77799.000	01-15-2016	1	77771.000	28.000	28.000	
🔍	01-15-2016		77771.000	01-14-2016	1	77679.000	92.000	92.000	
🔍	01-14-2016		77679.000	01-13-2016	1	77626.000	53.000	53.000	
🔍	01-13-2016		77626.000	01-12-2016	1	77557.000	69.000	69.000	
🔍	01-12-2016		77557.000	01-11-2016	1	77518.000	39.000	39.000	
🔍	01-11-2016		77518.000	01-10-2016	1	77455.000	63.000	63.000	
🔍	01-10-2016	09:45	77455.000	01-09-2016	1	77378.000	77.000	77.000	
🔍	01-09-2016	09:37	77378.000	01-08-2016	1	77333.000	45.000	45.000	
🔍	01-08-2016		77333.000	01-07-2016	1	77242.000	91.000	91.000	
🔍	01-07-2016		77242.000	01-06-2016	1	77125.000	117.000	117.000	
🔍	01-06-2016		77125.000	01-05-2016	1	77083.000	62.000	62.000	
🔍	01-05-2016		77083.000	01-04-2016	1	77021.000	42.000	42.000	
🔍	01-04-2016		77021.000	01-03-2016	1	76965.000	56.000	56.000	
🔍	01-03-2016		76965.000	01-02-2016	1	76914.000	51.000	51.000	
🔍	01-02-2016		76914.000	01-01-2016	1	76852.000	62.000	62.000	
🔍	01-01-2016	12:01	76852.000	12-31-2015	1	76804.000	46.000	46.000	
<b>TOT</b>					<b>20</b>	<b>1235.000</b>			
<b>AVG</b>							<b>61.750</b>	<b>61.750</b>	
<b>DEC 2015 (13 Facility meter reads)</b>									
🔍	12-31-2015		76804.000	12-30-2015	1	76758.000	46.000	46.000	
🔍	12-30-2015		76758.000	12-29-2015	1	76696.000	62.000	62.000	
🔍	12-29-2015		76696.000	12-28-2015	1	76649.000	47.000	47.000	
🔍	12-28-2015		76649.000	12-27-2015	1	76592.000	147.000	147.000	
🔍	12-27-2015	11:27	76592.000	12-26-2015	1	76495.000	97.000	97.000	
🔍	12-26-2015	10:55	76495.000	12-24-2015	2	76320.000	85.000	42.500	
🔍	12-24-2015	14:09	76320.000	12-23-2015	1	76272.000	48.000	48.000	
🔍	12-23-2015		76272.000	12-22-2015	1	76165.000	107.000	107.000	
🔍	12-22-2015		76165.000	12-21-2015	1	76107.000	58.000	58.000	
🔍	12-21-2015		76107.000	12-20-2015	1	76033.000	74.000	74.000	
🔍	12-20-2015		76033.000	12-19-2015	1	75990.000	43.000	43.000	
🔍	12-19-2015		75990.000	12-18-2015	1	75940.000	50.000	50.000	
🔍	12-18-2015		75940.000	12-17-2015	1	75903.000	37.000	37.000	
<b>TOT</b>					<b>14</b>	<b>801.000</b>			
<b>AVG</b>							<b>60.308</b>	<b>60.308</b>	
<b>TOT</b>					<b>34</b>	<b>2136.000</b>			
<b>AVG</b>							<b>64.727</b>	<b>63.439</b>	

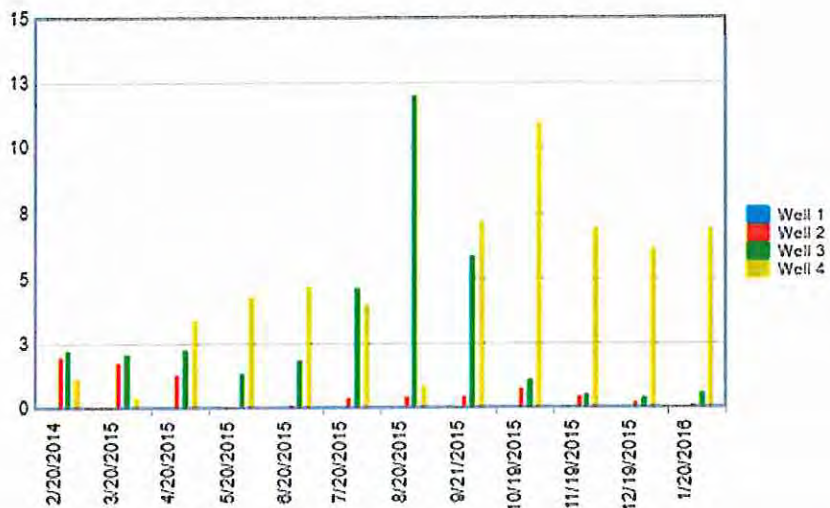
### WATER TREATED BY MONTH



MONTH ▲	FLOW	RAIN (INCHES)
1/31/15	1.87	5.00
2/28/15	1.70	1.60
3/31/15	2.93	6.25
4/30/15	2.50	11.00
5/31/15	4.30	8.00
6/30/15	3.60	2.50
7/31/15	3.21	0.00
8/31/15	3.62	3.50
9/30/15	3.60	3.75
10/31/15	3.34	6.75
11/19/15	2.63	8.25
12/19/15	2.04	6.25
1/20/16	2.14	1.50
AVERAGE		4.95
TOTAL		64.35

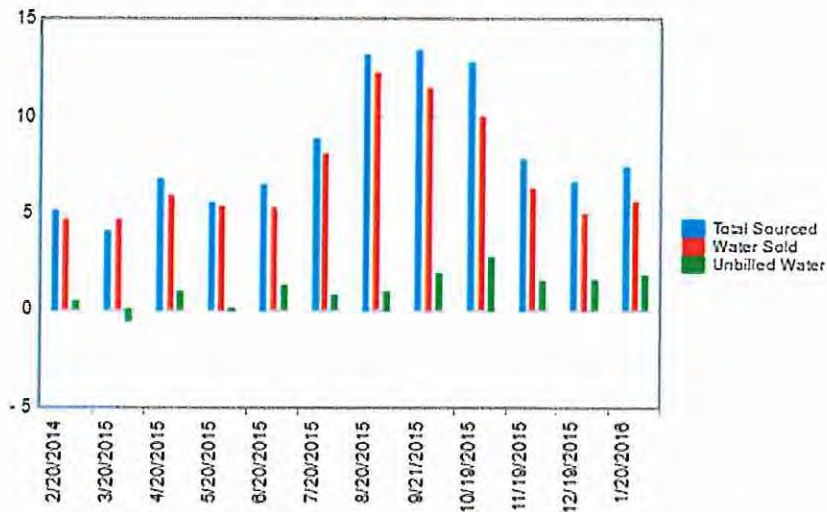


### GROUND WATER PRODUCTION



DATE ▼	TOTAL	WELL 1	WELL 2	WELL 3	WELL 4
AVG	8.14	0	0.61	2.84	4.69
1/20/16	7.36	0	0.03	0.50	6.83
12/19/15	6.58	0	0.16	0.33	6.09
11/19/15	7.76	0	0.42	0.47	6.89
10/19/15	12.72	0	0.72	1.03	10.97
9/21/15	13.34	0	0.42	5.78	7.15
8/20/15	13.18	0	0.41	11.98	0.81
7/20/15	8.81	0	0.33	4.56	3.92
6/20/15	6.46	0	0.04	1.79	4.63
5/20/15	5.50	0	0.00	1.26	4.25
4/20/15	6.76	0	1.22	2.18	3.36
3/20/15	4.03	0	1.68	2.01	0.34
2/20/14	5.14	0	1.90	2.17	1.08
<b>TOTAL</b>	<b>97.65</b>	<b>0</b>	<b>7.32</b>	<b>34.02</b>	<b>56.31</b>

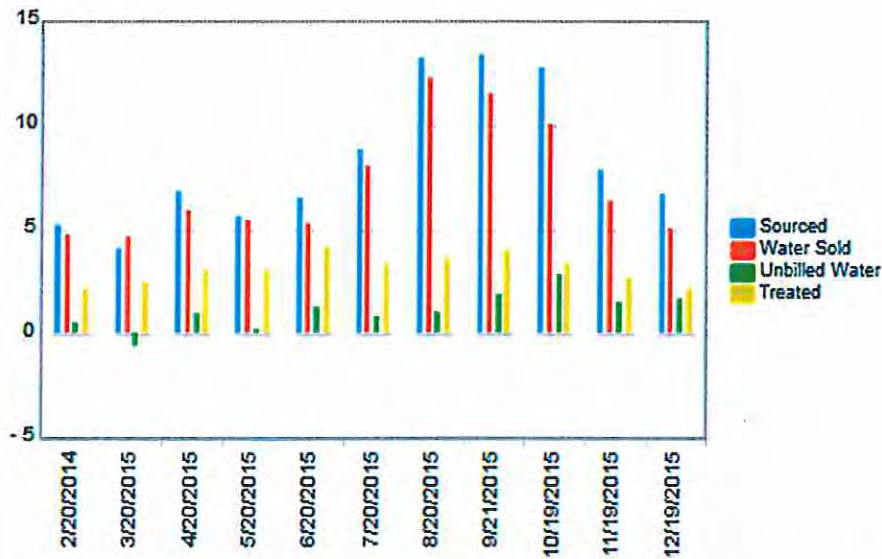
### WATER ACCOUNTABILITY



DATE	TOTAL SOURCED	WATER SOLD	UNBILLED WATER	FLUSHING/LEAKS	UNACCOUNTED	ACCTBLTY
1/20/16	7.35	5.55	1.80	0.03	1.75	76%
12/19/15	6.58	5.00	1.58	0	1.58	76%
11/19/15	7.76	6.28	1.48	0.14	1.35	83%
10/19/15	12.72	9.97	2.76	0	2.76	78%
9/21/15	13.34	11.48	1.87	0	1.87	86%
8/20/15	13.18	12.20	0.98	0	0.98	93%
7/20/15	8.81	8.02	0.79	0	0.79	91%
6/20/15	6.46	5.23	1.23	0	1.23	81%
5/20/15	5.5	5.37	0.14	0	0.14	98%
4/20/15	6.76	5.85	0.91	0	0.91	87%
3/20/15	4.03	4.61	-0.59	0	-0.59	115%
2/20/14	5.14	4.66	0.49	0	0.49	91%

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

### WATER SOLD VS. TREATED WATER



DATE ▼	SOURCED	WATER SOLD	UNBILLED WATER	TREATED WATER	RETURN %	RAIN
12/19/15	6.58	5.00	1.58	2.04	41%	6.3
11/19/15	7.76	6.28	1.48	2.63	42%	8.3
10/19/15	12.72	9.97	2.76	3.33	33%	6.8
9/21/15	13.34	11.48	1.87	3.9	34%	4.5
8/20/15	13.18	12.20	0.98	3.54	29%	2.0
7/20/15	8.81	8.02	0.79	3.31	41%	0.3
6/20/15	6.46	5.23	1.22	4.09	78%	6.8
5/20/15	5.50	5.37	0.13	3.02	56%	7.5
4/20/15	6.76	5.85	0.91	2.99	51%	7.0
3/20/15	4.03	4.61	-0.59	2.35	51%	6.8
2/20/14	5.14	4.66	0.49	2.12	45%	3.1





February 17, 2016

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

Re: Engineering Activities for the Period from January 26, 2016 – February 23, 2016  
The City of Montgomery

Dear Mayor and Council:

Attached is our monthly engineering report which documents activities undertaken on your behalf by Jones & Carter, Inc. during the referenced time period. Included in this report are updates on the ongoing utility extension projects to serve Kroger and Pizza Shack, as well as Capital Project Nos. 1 and 2 as identified in the Water System Analysis and Master Plan. Also included is an accounting of the plan reviews, plat reviews, and other meetings and activities undertaken during the month. Additional topics of discussion will include the utility and economic feasibility for the proposed Waterside Estates Development, minor revisions to the EJCDC contracts for the grant funded utility extensions to serve Kroger and the Pizza Shack, multiple plat submissions, and a Developer request for revision to the previously approved construction drawings for the West Side at the Park development.

Thank you for the opportunity to serve the City of Montgomery. As always, should you have any questions or need any additional information, please do not hesitate to contact Glynn Fleming or myself.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ed Shackelford', with a long horizontal flourish extending to the right.

Ed Shackelford, P.E.  
Engineer for the City

EHS/gef:lr2

\\Wdlsclus\jcw\PROJECTS\W5841 - City of Montgomery\W5841-0900-00 General Consultation\2016\Engineer's Reports\Cover Letters\Report Cover 2-23-2016.doc

cc: The Planning and Zoning Commission – The 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



JONES | CARTER

February 17, 2016

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

8701 New Trails Drive, Suite 200  
The Woodlands, Texas 77381-4241  
Tel: 281.363.4039  
Fax: 281.363.3459  
[www.jonescarter.com](http://www.jonescarter.com)

Re: Engineering Report  
Council Meeting: February 23, 2016  
City of Montgomery

Dear Mayor and Council:

The following information summarizes our activities on your behalf since the January 26, 2016 Council Meeting:

**Status of Ongoing Projects:**

**a) Texas Capital Fund Grant (Kroger)**

We are continuing to coordinate with LJA Engineering to complete construction drawings for the public utility extensions and paving improvements to serve the Kroger development. We expect to request authorization to advertise this project for bids at the March 22<sup>nd</sup> Council meeting.

- i. **Agenda Item No. 4:** Following a review of the Jones | Carter EJCDC contract for this project, the State of Texas Department of Agriculture has requested that we include additional federal civil rights language in our contract. We will submit the referenced addition and a required HB Form 1295-Certificate of Interested Parties for your review, consideration, and approval.

**b) Texas Capital Fund Grant (Pizza Shack)**

We are completing engineering design and expect to request authorization to advertise this project for bids at the March 22<sup>nd</sup> Council meeting.

- i. **Agenda Item No. 5:** Following a review of the Jones | Carter EJCDC contract for this project, the State of Texas Department of Agriculture has requested that we include additional federal civil rights language in our contract. We will submit the referenced addition and a required HB Form 1295-Certificate of Interested Parties for your review, consideration, and approval.

**c) Water Distribution System Analysis and Master Plan-CP No. 1, GST Backfill**

Engineering design is complete and we are completing internal constructability reviews prior to submitting for agency review. We expect to advertise the project for bids in mid-April. Recall, this project includes the installation of additional piping, valves, and electrical controls to backfill the ground storage tank at Water Plant No. 2 from the distribution system.



**Status of Ongoing Projects (cont.):**

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

The project is currently advertised for bids. We expect to receive bids on March 3<sup>rd</sup>, and to present a recommendation of award at the March 8<sup>th</sup> City Council meeting. Recall, this project includes the installation of approximately 700 linear feet of 12-inch waterline across the Town Creek Bridge as originally planned for in the Waterstone Development Agreement.

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

**a) Plan Reviews**

- i. **Heritage Place Medical Center** – We returned review comments on January 15<sup>th</sup> and are currently awaiting revised drawings.
- ii. **Heritage Place Parking Expansion** – We returned review comments on January 11<sup>th</sup> and are currently awaiting revised drawings.
- iii. **Heritage Plaza, Phase II** – We returned review comments on July 22<sup>nd</sup> and are currently awaiting revised drawings.
- iv. **Lake Creek Village, Section Two** – We expect to return approved drawings within the week.
- v. **Kroger Civil Site** – We returned review comments on February 15<sup>th</sup> and are actively coordinating with LJA Engineering to address review comments which coincide with the public utility extension drawings.
- vi. **Pizza Shack** – We received revised drawings on February 9<sup>th</sup> and expect to present them for Planning and Zoning Commission approval on February 22<sup>nd</sup>.

**b) Plat Reviews**

- i. **King Land** – We received a revised plat submission on February 1<sup>st</sup> and expect to present it for Planning and Zoning Commission approval on February 22<sup>nd</sup>.
- ii. **Pizza Shack** – We received a revised plat submission on February 9<sup>th</sup> and expect to present it for Planning and Zoning Commission approval on February 22<sup>nd</sup>.
- iii. **SH-105 Retail Center/Virgin Tract** – We received a preliminary plat submission on February 12<sup>th</sup> and expect to present review comments to the Planning and Zoning Commission on February 22<sup>nd</sup>.

**Meetings and Activities:**

- a) **Buffalo Crossings Waterline/Waterstone Development Agreement** – On February 3<sup>rd</sup> we met with representatives from the Waterstone development and the City Attorney to further discuss the current disposition of the 2006 Development Agreement as it pertains to completion of the waterline across the Town Creek Bridge. Recall, the City previously commissioned engineered drawings for this project in mid-2014. We advised the Developer that we were proceeding with advertising of the project and will provide the resulting bid tabulation for his review prior to the City executing contracts for completion of the project.
- b) **Hills of Town Creek, Section Two** – Bids were received in the offices of L Squared Engineering on February 4<sup>th</sup>. We have not been notified of the results.
- c) **Kroger, Rough Grading** – Key Construction is nearing completion of initial clearing and earthwork, and preparing to proceed with building pad construction and construction of private utilities.
- d) **Pre-development Meeting, 19-Acre Tract** – On February 9<sup>th</sup> we met with representatives from Landev Engineers, Inc., Halberdier Real Estate, and the City Administrator to discuss potential development of a 19-acre tract located on the northeast corner of SH-105 and Lone Star Parkway.
- e) **Terra Vista, Section One** – Construction of water, sanitary sewer, storm sewer, and paving is ongoing.
- f) **TxDOT Widening of FM 149** – We are currently awaiting a progress update from TxDOT representatives regarding the planned widening of FM 149 through downtown.
- g) **Waterstone, Section Two** – Construction of water, sanitary sewer, storm sewer, and lower stage inlets is ongoing.
- h) **Weekly Operations Conference Call** – We continue hosting a weekly conference call with representatives from Gulf Utility Service, Inc. and the City of Montgomery. Items of note discussed during the previous month included:
  - i. **Annual Water Plant Inspections** – We expect to conduct annual inspections at Water Plant Nos. 2 & 3 in the first week of March and will deliver the resulting inspection reports in early April.
  - i) **West Side at the Park** – We conducted a walkthrough with Boyd Services, L Squared Engineering, and Public Works on December 9<sup>th</sup>, and provided a punch list to L Squared Engineering. L Squared has submitted a request for revision to the proposed paving improvements shown on the City approved construction drawings. A memo and exhibit pertaining to this request will accompany Agenda Item No. 9 in your Council Packets.





City of Montgomery

Page 4

February 17, 2016

Please contact Glynn Fleming or myself if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ed Shackelford', written in a cursive style.

Ed Shackelford, P.E.

EHS/gef:lr2

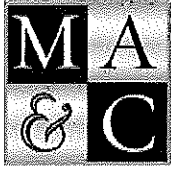
P:\PROJECTS\W5841 - City of Montgomery\W5841-0900-00 General Consultation\2016\Engineer's Reports\Engineer's Report 2-23-2016.docx

Enclosures:

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  
As of February 23, 2016**

	<u>CHECKING ACCT BALANCES</u>	<u>PRIOR MONTH END INVESTMENTS</u>	<u>TOTAL FUNDS AVAILABLE</u>
<b><u>GENERAL FUNDS</u></b>			
OPERATING FUND #1017375	\$ 590,936.17		\$ 590,936.17
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		\$ 202,305.23	\$ 202,305.23
TEXPOOL - RESERVE FUND # 00005		\$ -	\$ -
<b>TOTAL GENERAL FUND</b>	<b>\$ 601,621.81</b>	<b>\$ 502,305.23</b>	<b>\$ 1,103,927.04</b>
<b><u>CONSTRUCTION FUND</u></b>			
BUILDING FUND #1058528	\$ -		\$ -
CONSTRUCTION ACCOUNT #1058544	\$ 9,592.75		\$ 9,592.75
TEXPOOL - CONST # 00009		\$ 202,329.58	\$ 202,329.58
INVESTMENTS - CONSTRUCTION		\$ -	\$ -
<b>TOTAL CONSTRUCTION FUND</b>	<b>\$ 9,592.75</b>	<b>\$ 202,329.58</b>	<b>\$ 211,922.33</b>
<b><u>DEBT SERVICE FUND</u></b>			
DEBT SERVICE FUND #7024730	\$ 343,850.22		\$ 343,850.22
TEXPOOL DEBT SERVICE # 00008	\$ -	\$ 24,192.74	\$ 24,192.74
<b>TOTAL DEBT SERVICE FUND</b>	<b>\$ 343,850.22</b>	<b>\$ 24,192.74</b>	<b>\$ 368,042.96</b>
<b>COURT SECURITY FUND #1058361</b>	<b>\$ 13,990.19</b>	<b>\$ -</b>	<b>\$ 13,990.19</b>
<b>COURT TECHNICAL FUND #1058361</b>	<b>\$ 11,142.45</b>	<b>\$ -</b>	<b>\$ 11,142.45</b>
<b><u>GRANT FUND</u></b>			
HOME GRANT ACCOUNT #1059104	\$ 10.00		\$ 10.00
GRANT ACCOUNT #1048479	\$ 287.74		\$ 287.74
<b>TOTAL GRANT FUND</b>	<b>\$ 297.74</b>	<b>\$ -</b>	<b>\$ 297.74</b>
<b>HOTEL OCCUPANCY TAX FUND #1025253</b>	<b>\$ 9,399.90</b>	<b>\$ -</b>	<b>\$ 9,399.90</b>
<b><u>MEDC</u></b>			
CHECKING ACCOUNT #1017938	\$ 326,766.32		\$ 326,766.32
TEXPOOL - MEDC # 00003		\$ 232,774.17	\$ 232,774.17
INVESTMENTS - MEDC		\$ 100,000.00	\$ 100,000.00
<b>TOTAL MEDC</b>	<b>\$ 326,766.32</b>	<b>\$ 332,774.17</b>	<b>\$ 659,540.49</b>
<b>POLICE ASSET FORFEITURES #1047745</b>	<b>\$ 2,259.82</b>		<b>\$ 2,259.82</b>
<b><u>UTILITY FUND</u></b>			
UTILITY FUND #1017383	\$ 125,255.49		\$ 125,255.49
CUSTOMER DEPOSITS FUND #1017417	\$ -		\$ -
WATER WORKS & SAN SEWER #7013840	\$ -		\$ -
TEXPOOL - UTILITY FUND # 00002		\$ 67,783.65	\$ 67,783.65
<b>TOTAL UTILITY FUND</b>	<b>\$ 125,255.49</b>	<b>\$ 67,783.65</b>	<b>\$ 193,039.14</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 1,444,176.69</b>	<b>\$ 1,129,385.37</b>	<b>\$ 2,573,562.06</b>
<b>INVESTMENTS</b>			
TEXPOOL - GENERAL FUND			\$ 202,305.23
INVESTMENTS - GENERAL FUND			\$ 300,000.00
TEXPOOL - CONST # 00009			\$ 202,329.58
TEXPOOL - DEBT SERVICE # 00008			\$ 24,192.74
TEXPOOL - MEDC			\$ 232,774.17
INVESTMENTS - MEDC			\$ 100,000.00
TEXPOOL - UTILITY			\$ 67,783.65
<b>TOTAL ALL INVESTMENTS</b>			<b>\$ 1,129,385.37</b>



MUNICIPAL ACCOUNTS  
& CONSULTING, L.P.

## City of Montgomery

### Bookkeeper's Report

February 18, 2016

City of Montgomery  
Account Balances

As of February 18, 2016

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Fund: Operating</b>					
<b>Certificates of Deposit</b>					
GREEN BANK (XXXX0365)	11/23/2015	02/22/2016	0.20 %	100,000.00	
INDEPENDENT BANK (XXXX1533)	12/19/2015	03/18/2016	0.35 %	100,000.00	
ALLEGIANCE BANK (XXXX3545)	01/18/2016	04/17/2016	0.40 %	100,000.00	
<b>Money Market Funds</b>					
TEXPOOL (XXXX0003)	08/01/2005		0.29 %	202,305.23	
<b>Checking Account(s)</b>					
FIRST BANK N.A. (XXXX7375)			0.00 %	476,108.65	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
<b>Totals for Operating Fund:</b>				<b>\$989,099.52</b>	
<b>Fund: Capital Projects</b>					
<b>Money Market Funds</b>					
TEXPOOL (XXXX0009)	12/27/2012		0.29 %	202,329.58	
<b>Checking Account(s)</b>					
FIRST BANK N.A. (XXXX8528)			0.00 %	0.00	Building Fund
FIRST BANK N.A. (XXXX8544)			0.00 %	9,592.75	Const Ckg-W&S Proj 1058544
<b>Totals for Capital Projects Fund:</b>				<b>\$211,922.33</b>	
<b>Fund: Debt Service</b>					
<b>Money Market Funds</b>					
TEXPOOL (XXXX0008)	12/27/2012		0.29 %	24,192.74	
<b>Checking Account(s)</b>					
FIRST BANK N.A. (XXXX4730)			0.00 %	343,850.22	Checking Account
<b>Totals for Debt Service Fund:</b>				<b>\$368,042.96</b>	
<b>Fund: CT Security</b>					
<b>Checking Account(s)</b>					
FIRST BANK N.A. (XXXX0580)			0.00 %	13,990.19	Cash In Bank
<b>Totals for CT Security Fund:</b>				<b>\$13,990.19</b>	
<b>Fund: CT Tech</b>					
<b>Checking Account(s)</b>					
FIRST BANK N.A. (XXXX8361)			0.00 %	11,142.45	Cash In Bank
<b>Totals for CT Tech Fund:</b>				<b>\$11,142.45</b>	
<b>Fund: Grant</b>					
<b>Checking Account(s)</b>					
FIRST BANK N.A. (XXXX8479)			0.00 %	287.74	Grant Account
FIRST BANK N.A. (XXXX9104)			0.00 %	10.00	Checking Account
<b>Totals for Grant Fund:</b>				<b>\$297.74</b>	

City of Montgomery  
**Account Balances**

As of February 18, 2016

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Fund: Hotel Occupancy Tax</b>					
<b>Checking Account(s)</b>					
FIRST BANK N.A. (XXXX5253)			0.00 %	9,399.90	Cash In Bank
<b>Totals for Hotel Occupancy Tax Fund:</b>				<b>\$9,399.90</b>	
<b>Fund: MEDC</b>					
<b>Certificates of Deposit</b>					
GREEN BANK (XXXX3896)	11/27/2015	02/25/2016	0.20 %	100,000.00	
<b>Money Market Funds</b>					
TEXPOOL (XXXX0006)	08/01/2005		0.29 %	232,774.17	
<b>Checking Account(s)</b>					
FIRST BANK N.A. (XXXX7938)			0.00 %	326,766.32	MEDC Checking
<b>Totals for MEDC Fund:</b>				<b>\$659,540.49</b>	
<b>Fund: Policy Asset Forfeiture</b>					
<b>Checking Account(s)</b>					
FIRST BANK N.A. (XXXX7745)			0.00 %	2,259.82	Cash In Bank
<b>Totals for Policy Asset Forfeiture Fund:</b>				<b>\$2,259.82</b>	
<b>Fund: Utility</b>					
<b>Money Market Funds</b>					
TEXPOOL (XXXX0002)	08/01/2005		0.29 %	67,783.65	
<b>Checking Account(s)</b>					
FIRST BANK N.A. (XXXX7383)			0.00 %	125,665.89	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
<b>Totals for Utility Fund:</b>				<b>\$193,449.54</b>	
<b>Grand total for City of Montgomery:</b>				<b>\$2,459,144.94</b>	

City of Montgomery - General  
**Cash Flow Report - Checking Account**  
As of February 18, 2016

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/25/2016				\$459,448.77
<b>Receipts</b>				
	Beverage Tax collected 1/16		1,178.35	
	Tax P&i Revenue CL 1/16		398.42	
	Tax Revenue CL 1/16		129,223.89	
	Tax Revenue OS 1/16		23,940.88	
	Tax Revenue EOM 1/16		28,351.32	
	Court Deposits CL 1/16		34,735.08	
	Court Deposits OS 1/16		9,295.00	
	Miscellaneous deposits CL 1/16		15,244.71	
	Miscellaneous Rev OS 1/16		1,681.55	
	Sales Tax Revenue 2/12/16		200,985.71	
<b>Total Receipts</b>				445,034.91
<b>Disbursements</b>				
25957	Jennifer Anthony	Com Bldg Dep Refund	(150.00)	
25958	Blue Tarp Financial, Inc.	Acct #99775 Northern Tool Inv 34654576	(37.98)	
25959	Burton Accounting, P.L.L.C.	Depreciation Audit Schedules Inv 2867	(3,000.00)	
25960	Consolidated Communications	Telephone Service 1/15	(61.58)	
25961	Construction Code Consultants, LLC	Commercial Building Code plan review service- Kr	(5,383.85)	
25962	Grainger	City Hall Maintenance 9938271146	(169.10)	
25963	Greater Conroe/Lake Conroe Chamber of Com	Membership Renewal 2016	(160.00)	
25964	GTIN	USB 4TB Backup & WiFi Box (Already purchased	(337.98)	
25965	Lone Star Products & Equipment, LLC	Vid Tec In Car - Police #26013	(93.25)	
25966	Montgomery County News	Inv 11226 - Merry Christmas 2015	(175.00)	
25967	On Site Decals, LLC	Police Graphics - Inv 2306	(565.50)	
25968	Pathmark Traffic Products of Texas, Inc.	Inv #15471 - Street Signs	(1,315.21)	
25969	Plastix Plus, LLC	CM5037 - Inv 5945 (Poly Vaults for Police Cars)	(5,200.00)	
25970	Sam's Club	Acct #0402 41083268 7 - CM 5061 1/16	(110.43)	
25971	Bickford, Dana N	Payroll 02/05/2016	(184.70)	
25972	Daspit, Laurence F	Payroll 02/05/2016	(253.97)	
25973	Office of the Attorney General	0012541428, 0012011313, 0009584649, 001180485	(1,754.84)	
25974	Documation, Inc.	Contract 25366376 Account 124715 Inv 48554255	(1,245.00)	
25975	Fasley Enterprises of Texas, Inc.	City Hall & Community Center General Cleaning 0	(725.00)	
25976	GTIN	VOID: Fee per service agreement for 2/16 Inv 56	0.00	
25977	L.N. McKean Inc.	Erosion & Slope Repair Bridge on Rampy Drive	(19,200.00)	
25978	Montgomery Area Chamber of Commerce	Membership dues 2016 Invoice 320	(125.00)	
25979	Motorola	Purchase of new Radios Inv 13036463	(25,844.00)	
25980	Municipal Accounts & Consulting, L.P.	Bookkeeping 01/16-40826	(5,565.49)	
25981	Pavers Supply Company	Inv 83992 - A Gr 2 Limestone	(421.84)	
25982	Rick Hanna, CPI	Inspections - 16045 and 16046	(2,196.75)	
25983	Robert Rosenquist	VOID: Municipal Court Judge - 01/16	0.00	
25984	Rotary Club of Lake Conroe	3rd Qtr - 01/01/2016 to 03/31/2016 Inv. 955	(193.00)	
25985	Thomas Lundsten	Cedar Brake Park Garden Maintenance - 01/16	(65.00)	
25986	TML-IRP	Contract #6827 - Ins Premium 02/16	(7,294.04)	
25987	TML-Multistate Intergovernmental	Health, Life & AD&D Insurance February 2016	(10,010.22)	
25988	Valero Marketing & Supply Company	Acct #62249487 - Fuel 12/16/15-01/18/2016 (p	(1,690.23)	
25989	3rd Day Creations Lawn & Landscaping	Mowing Contract -#1666 Inv 2364	(5,557.50)	
25990	Dog Waste Depot	Dog Waste Bags for Parks - Inv 96858	(99.00)	
25991	Don Carter	Reimbursement for Memory Park Supplies	(251.11)	
25992	Information Professionals, Inc.	Subscription to E-workorders - 3 months - Inv 32	(555.00)	
25993	JK Graphics, Inc.	Inv 34523 - PW Decals	(60.00)	

City of Montgomery - General  
**Cash Flow Report - Checking Account**  
As of February 18, 2016

Num	Name	Memo	Amount	Balance
<b>Disbursements</b>				
25994	Reginald Bankston	Municipal Court Refund	(152.90)	
25995	City of Conroe	Repairs - Police Autos Thru 02/01/2016	(2,410.85)	
25996	Texas Specialties/Lone Star Signs	Full Color Plastic Bags - Inv 10198	(106.00)	
25997	Entergy	Part Utilities per spreadsheet 01/16	(1,466.43)	
25998	Entergy	Part Utilities per spreadsheet 1/16	(270.09)	
25999	Texas Social Security Program	Acct 9291051 Annual Admin Fee 2016	(42.00)	
26000	TMRS	0877, 00877	(9,216.96)	
26001	Clearwater Cove POA	Community Building Deposit refund	(100.00)	
26002	Consolidated Communications	Telephone Service Per Spreadsheet (part) 02/16	(811.44)	
26003	Crown Oaks POA	Deposit refund for 1/21/16	(100.00)	
26004	Darden,Fowler & Creighton, L.L.P.	Legal Fees 1/16	(4,506.43)	
26005	G & K Services, Inc.	Uniforms -CR Inv 1165392266, 398544 , Inv 1165	(136.30)	
26006	GTIN	Inv 5627, 1860	(3,833.73)	
26007	Houston Community Newspaper	Acct #189014 - Notice of Public Hearing & Initial	(833.00)	
26008	Iron Mountain	Document Shredding MID9121 1/16	(96.19)	
26009	Jim's Hardware	Acct #102 - Part Invoices - 1/16	(400.65)	
26010	LDC	CM100017 & CM100032 - Gas Service 101 Planter	(129.25)	
26011	Lone Star Products & Equipment, LLC	Police Equipment Inv 26061 (Emergency lights &	(10,081.94)	
26012	O'Reilly Auto Parts	Acct # 700907 Inv 1838211585,3047,3026,3112,40	(245.72)	
26013	Postmaster	Yearly P. O. Box #1667 renewal fee 2/29/16-2/28	(90.00)	
26014	Robert Rosenquist	Municipal Court Judge - 01/16	(1,000.00)	
26015	Techline, Inc	Order 2520198-00 - Safety Glasses	(63.01)	
26016	The Mail Stop	Statement Period thru 1/15/16 - Register Chg 128	(180.26)	
26020	LTS Corporation	Credit Card Fees 1/16	(564.34)	
DD	Bauer, Timothy M	Payroll 02/05/2016	(1,360.80)	
DD	Belmares, Jose N.	Payroll 02/05/2016	(1,859.55)	
DD	Bracht, James C.	Payroll 02/05/2016	(1,742.03)	
DD	Carswell, Christopher M	Payroll 02/05/2016	(1,321.04)	
DD	Duckett, Kimberly T.	Payroll 02/05/2016	(1,084.90)	
DD	Flores, Angelina C.	Payroll 02/05/2016	(1,479.02)	
DD	Gonzalez, Krystal	Payroll 02/05/2016	(1,121.85)	
DD	Hensley, Susan L.	Payroll 02/05/2016	(1,551.89)	
DD	Hernandez, George J.	Payroll 02/05/2016	(1,064.50)	
DD	Kowarsch, Robert D	Payroll 02/05/2016	(78.50)	
DD	Lehn, Rebecca L.	Payroll 02/05/2016	(1,739.26)	
DD	Muckleroy, Micha D.	Payroll 02/05/2016	(1,628.86)	
DD	Napolitano, James F	Payroll 02/05/2016	(2,437.58)	
DD	Raica, Carol D	Payroll 02/05/2016	(472.83)	
DD	Rosario III, Miguel A.	Payroll 02/05/2016	(1,027.61)	
DD	Rosendo, Jose A	Payroll 02/05/2016	(1,164.26)	
DD	Slaughter, Ashley A.	Payroll 02/05/2016	(1,226.67)	
DD	Standifer, Eric L.	Payroll 02/05/2016	(1,385.05)	
DD	Thompson, Kevin A.	Payroll 02/05/2016	(1,073.53)	
DD	Weikel, Clayton H.	Payroll 02/05/2016	(1,597.31)	
DD	Yates, Jack R	Payroll 02/05/2016	(3,146.21)	
POI	EFIPS	Payroll Liabilities - 02/05/2016	(10,908.24)	
Trans	City of Montgomery - Debt Service	Tax Revenue transfer	(185,038.07)	
Trans	City of Montgomery Court Security Fund	Transfer of Court Fees Revenue thru 12/15	(2,299.01)	
Trans	City of Montgomery Court Technology Fund	Court Tech Fees Rev thru 12/15	(2,412.00)	

City of Montgomery - General  
**Cash Flow Report - Checking Account**  
 As of February 18, 2016

Num	Name	Memo	Amount	Balance
<b>Disbursements</b>				
Trans	City of Montgomery - MEDC	Sales Tax Transfer thru 1/16	(59,191.23)	
Trans	Police Assets Forfeiture	Revenue Transfer	<u>(2,074.17)</u>	
<b>Total Disbursements</b>				<u>(428,375.03)</u>
<b>BALANCE AS OF 02/18/2016</b>				<u><u>\$476,108.65</u></u>



City of Montgomery - General  
**Cash Flow Report - Police Drug & Misc Fund Account**  
 As of February 18, 2016

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/25/2016				\$10,675.64
<b>Receipts</b>				
	No Receipts Activity		<u>0.00</u>	
<b>Total Receipts</b>				0.00
<b>Disbursements</b>				
	No Disbursements Activity		<u>0.00</u>	
<b>Total Disbursements</b>				<u>0.00</u>
BALANCE AS OF 02/18/2016				<u><u>\$10,675.64</u></u>

City of Montgomery - General  
**Cash Flow Report - COPS Universal Award Account**  
 As of February 18, 2016

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/25/2016				\$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 02/18/2016				<u><u>\$10.00</u></u>

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

Accrual Basis

January 2016

	Jan 16	Budget	\$ Over B...	Oct '15 - ...	YTD Bu...	\$ Over B...	Annual B...
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
14000.1 · Taxes & Franchise Fees							
14103 · Beverage Tax	1,178.35	1,500.00	-321.65	2,293.82	3,000.00	-706.18	6,000.00
14111 · Franchise Tax	0.00	0.00	0.00	3,796.86	0.00	3,796.86	70,000.00
14320 · Ad Valorem Taxes	89,201.07	21,360.58	67,840.49	178,244.04	85,442.36	92,801.68	256,327.00
14330 · Penalties & Interest on Adv Tax	175.61	125.00	50.61	296.15	500.00	-203.85	1,500.00
14331 · Rendition Penalties	0.00	20.83	-20.83	0.00	83.36	-83.36	250.00
14600 · Sales Tax	177,573.69	111,666.67	65,907.02	446,524.27	446,666.64	-142.37	1,340,000.00
<b>Total 14000.1 · Taxes &amp; Franchise Fees</b>	<b>268,128.72</b>	<b>134,673.08</b>	<b>133,455.64</b>	<b>631,155.14</b>	<b>535,692.36</b>	<b>95,462.78</b>	<b>1,674,077.00</b>
14000.2 · Permits & Licenses							
14105 · Bnilding Permits	6,287.56	6,666.67	-379.11	55,540.13	26,666.64	28,873.49	80,000.00
14146 · Vendor Permits	0.00	12.50	-12.50	0.00	50.00	-50.00	150.00
14611 · Sign Fee	0.00	200.00	-200.00	340.30	800.00	-459.70	2,400.00
14612 · Misc Permit Fees(plats & Zoning	1,022.79	20.83	1,001.96	11,225.79	83.36	11,142.43	250.00
<b>Total 14000.2 · Permits &amp; Licenses</b>	<b>7,310.35</b>	<b>6,900.00</b>	<b>410.35</b>	<b>67,106.22</b>	<b>27,600.00</b>	<b>39,506.22</b>	<b>82,800.00</b>
14000.4 · Fees for Service							
14380 · Commnunity Bldg Rental	1,565.00	366.67	1,198.33	2,865.00	1,466.64	1,398.36	4,400.00
14381 · Kiosk Revenue	0.00	2.50	-2.50	0.00	10.00	-10.00	30.00
14385 · Right of Way Use Fees	0.00	0.00	0.00	834.48	0.00	834.48	0.00
<b>Total 14000.4 · Fees for Service</b>	<b>1,565.00</b>	<b>369.17</b>	<b>1,195.83</b>	<b>3,699.48</b>	<b>1,476.64</b>	<b>2,222.84</b>	<b>4,430.00</b>
14000.5 · Court Fines & Forfeitures							
14101 · Collection Fees	637.47	2,166.67	-1,529.20	6,703.44	8,666.64	-1,963.20	26,000.00
14102 · Asset Fortfeitures	0.00	275.00	-275.00	0.00	550.00	-550.00	1,100.00
14104 · Bond Fees (Dedicated)	-152.90	0.00	-152.90	-152.90	0.00	-152.90	0.00
14106 · Child Belt/Safety (Dedicated)	29.85	187.50	-157.65	475.00	750.00	-275.00	2,250.00
14110 · Fines	41,638.86	39,966.67	1,672.19	185,033.46	159,866.64	25,166.82	479,600.00
14118 · OMNI	24.00	250.00	-226.00	406.28	1,000.00	-593.72	3,000.00
14120 · State - (Dedicated)	0.00	12,500.00	-12,500.00	0.00	50,000.00	-50,000.00	150,000.00
14126 · Judicial Efficiency (Dedicated)	156.45	125.00	31.45	703.89	500.00	203.89	1,500.00
14130 · Accident Reports	18.00	16.67	1.33	60.00	66.64	-6.64	200.00
<b>Total 14000.5 · Court Fines &amp; Forfeitures</b>	<b>42,351.73</b>	<b>55,487.51</b>	<b>-13,135.78</b>	<b>193,229.17</b>	<b>221,399.92</b>	<b>-28,170.75</b>	<b>663,650.00</b>
14000.6 · Other Revenues							
15380 · Unanticipated Income	59.92			1,041.01	0.00	1,041.01	0.00
15391 · Interest Income	0.00	83.33	-83.33	88.65	333.36	-244.71	1,000.00
15392 · Interest on Investments	45.91	41.67	4.24	322.36	166.64	155.72	500.00
<b>Total 14000.6 · Other Revenues</b>	<b>105.83</b>	<b>125.00</b>	<b>-19.17</b>	<b>1,452.02</b>	<b>500.00</b>	<b>952.02</b>	<b>1,500.00</b>
<b>Total Income</b>	<b>319,461.63</b>	<b>197,554.76</b>	<b>121,906.87</b>	<b>896,642.03</b>	<b>786,668.92</b>	<b>109,973.11</b>	<b>2,426,457.00</b>
<b>Expense</b>							
16000 · Personnel							
16247 · Compensated Benefit Exp.	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
16353.1 · Health Ins.	8,763.32	7,095.83	1,667.49	32,176.38	28,383.36	3,793.02	85,150.00
16353.4 · Unemployment Ins.	84.34	771.42	-687.08	113.83	3,085.64	-2,971.81	9,257.00
16353.5 · Workers Comp.	1,102.49	1,460.16	-357.67	4,409.96	5,840.72	-1,430.76	17,522.00
16353.6 · Dental & Vision Insurance	891.60	933.33	-41.73	3,256.73	3,733.36	-476.63	11,200.00
16353.7 · Life & AD&D Insurance	-61.29	115.00	-176.29	207.97	460.00	-252.03	1,380.00
16560 · Payroll Taxes	6,454.72	5,633.33	821.39	28,811.26	22,533.36	6,277.90	67,600.00
16600 · Wages	79,829.81	73,546.00	6,283.81	357,921.66	314,184.00	43,737.66	902,552.00
16600.1 · Overtime	4,502.79	1,291.67	3,211.12	11,653.00	5,166.64	6,486.36	15,500.00
16620 · Retirement Expense	3,420.11	2,709.17	710.94	14,929.73	10,836.64	4,093.09	32,510.00
<b>Total 16000 · Personnel</b>	<b>104,987.89</b>	<b>93,555.91</b>	<b>11,431.98</b>	<b>453,480.52</b>	<b>394,223.72</b>	<b>59,256.80</b>	<b>1,152,671.00</b>
16001 · Communications							
16338 · Advertising/Promotion	0.00	750.00	-750.00	478.00	3,000.00	-2,522.00	9,000.00

*-44,333 extra pay period  
-41,562 to be transferred  
to utility fund payroll*

3:44 PM  
02/18/16

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

Accrual Basis

January 2016

	Jan 16	Budget	\$ Over B...	Oct '15 - ...	YTD Bu...	\$ Over B...	Annual B...
Total 16001 · Communications	0.00	750.00	-750.00	478.00	3,000.00	-2,522.00	9,000.00
16002 · Contract Services							
16102 · General Consultant Fees	2,416.75	3,016.66	-599.91	2,416.75	12,066.72	-9,649.97	36,200.00
16220 · Omni Expense	0.00	258.33	-258.33	276.00	1,033.36	-757.36	3,100.00
16242 · Prosecutors Fees	450.00	833.33	-383.33	2,700.00	3,333.36	-633.36	10,000.00
16280 · Mowing	5,557.50	5,416.67	140.83	21,859.68	21,666.64	193.04	65,000.00
16299 · Inspections/Permits	3,246.75	3,750.00	-503.25	21,228.66	15,000.00	6,228.66	45,000.00
16310 · Judge's Fee	1,000.00	1,000.00	0.00	4,000.00	4,000.00	0.00	12,000.00
16320 · Legal	4,590.43	2,916.66	1,673.77	11,330.43	11,666.72	-336.29	35,000.00
16321 · Audit Fees	0.00	0.00	0.00	14,480.00	10,000.00	4,480.00	17,000.00
16322 · Engineering	0.00	6,250.00	-6,250.00	15,927.25	25,000.00	-9,072.75	75,000.00
16326 · Collection Agency Fees	0.00	2,916.67	-2,916.67	5,292.71	11,666.64	-6,373.93	35,000.00
16333 · Accounting Fees	5,565.49	6,583.33	-1,017.84	26,240.81	26,333.36	-92.55	79,000.00
16335 · Repairs & Maintenance							
16335.1 · Maintenance - Vehicles & Equip							
16334 · Gas/Oil	1,690.23	3,666.66	-1,976.43	7,823.16	14,666.72	-6,843.56	44,000.00
16343 · Tractor & Mower	0.00	83.33	-83.33	135.23	333.36	-198.13	1,000.00
16357 · Auto Repairs	0.00	1,083.33	-1,083.33	4,609.96	4,333.36	276.60	13,000.00
16373 · Equipment repairs	244.63	466.66	-222.03	2,172.59	1,866.72	305.87	5,600.00
16374 · Building Repairs-City Hall/Comm	289.07	250.00	39.07	1,850.11	1,000.00	850.11	3,000.00
16375 · Street Repairs - Minor	0.00	208.33	-208.33	10,892.00	833.36	10,058.64	2,500.00
Total 16335.1 · Maintenance - Vehicles & E...	2,223.93	5,758.31	-3,534.38	27,483.05	23,033.52	4,449.53	69,100.00
16335 · Repairs & Maintenance - Other	-218.42	2,108.33	-2,326.75	3,832.58	8,433.36	-4,600.78	25,300.00
Total 16335 · Repairs & Maintenance	2,005.51	7,866.64	-5,861.13	31,315.63	31,466.88	-151.25	94,400.00
16337 · Street Signs	0.00	291.67	-291.67	3,366.31	1,166.64	2,199.67	3,500.00
16340 · Printing & Office supplies	12.65	366.67	-354.02	1,230.40	1,466.64	-236.24	4,400.00
16342 · Computers/Website	3,580.00	1,275.00	2,305.00	8,780.25	3,600.00	5,180.25	9,300.00
16350 · Postage/Delivery	67.50	374.99	-307.49	611.04	1,500.08	-889.04	4,500.00
16351 · Telephone	1,466.89	1,825.00	-358.11	6,070.64	7,300.00	-1,229.36	21,900.00
16360 · Tax Assessor Fees	843.00	0.00	843.00	1,019.00	2,500.00	-1,481.00	2,500.00
16370 · Election	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00
17030 · Mobil Data Terminal	0.00	666.67	-666.67	4,493.41	2,666.64	1,826.77	8,000.00
17031 · Police Officer Scheduling Serv	0.00	166.67	-166.67	2,000.00	666.64	1,333.36	2,000.00
17040 · Computer/Technology	3,236.75	1,333.34	1,903.41	6,641.37	5,333.28	1,308.09	16,000.00
17510 · State Portion of Fines/Payouts	0.00	14,583.33	-14,583.33	57,318.84	58,333.36	-1,014.52	175,000.00
Total 16002 · Contract Services	34,039.22	61,691.63	-27,652.41	248,599.18	257,766.96	-9,167.78	768,800.00
16003 · Supplies & Equipment							
16244 · Radio Fees	0.00	333.33	-333.33	3,641.13	1,333.36	2,307.77	4,000.00
16328 · Uniforms & Protective Gear	179.33	687.50	-508.17	4,985.40	2,750.00	2,235.40	8,250.00
16358 · Copier/Fax Machine Lease	1,245.00	316.66	928.34	3,411.92	1,266.72	2,145.20	3,800.00
16460 · Operating Supplies (Office)							
16460.1 · Streets and Drainage	421.84	208.33	213.51	776.89	833.36	-56.47	2,500.00
16460.2 · Cedar Brake Park	113.97	291.67	-177.70	518.64	1,166.64	-648.00	3,500.00
16460.3 · Homecoming Park	14.97	166.67	-151.70	334.24	666.64	-332.40	2,000.00
16460.4 · Fernland Park	14.97	166.67	-151.70	388.56	666.64	-278.08	2,000.00
16460.5 · Commnity Building	350.00	500.00	-150.00	1,480.00	2,000.00	-520.00	6,000.00
16460.6 · Tools, Etc	102.96	83.33	19.63	351.60	333.36	18.24	1,000.00
16460.7 · Memory Park	14.94	166.67	-151.73	334.22	666.64	-332.42	2,000.00
16460 · Operating Supplies (Office) - Other	395.81	1,875.04	-1,479.23	6,133.99	7,499.68	-1,365.69	22,500.00
Total 16460 · Operating Supplies (Office)	1,429.46	3,458.38	-2,028.92	10,318.14	13,832.96	-3,514.82	41,500.00
16503 · Code Enforcement Expenses	0.00	166.67	-166.67	0.00	666.64	-666.64	2,000.00
17010 · Emergency Equipment	0.00	250.00	-250.00	0.00	1,000.00	-1,000.00	3,000.00
17050 · Radios	0.00	2,166.66	-2,166.66	25,844.00	8,666.72	17,177.28	26,000.00
17100 · Capital Purchase Furniture	0.00	1,141.67	-1,141.67	0.00	2,316.64	-2,316.64	5,450.00
16003 · Supplies & Equipment - Other	32.07	250.00	-217.93	196.77	1,000.00	-803.23	3,000.00

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

Accrual Basis

January 2016

	Jan 16	Budget	\$ Over B...	Oct '15 - ...	YTD Bu...	\$ Over B...	Annual B...
<b>Total 16003 · Supplies &amp; Equipment</b>	2,885.86	8,770.87	-5,885.01	48,397.36	32,833.04	15,564.32	97,000.00
<b>16004 · Staff Development</b>							
16241 · Police Training/Education	319.50	566.66	-247.16	1,850.41	2,266.72	-416.31	6,800.00
16339 · Dues & Subscriptions	503.00	1,812.50	-1,309.50	1,204.50	7,312.50	-6,108.00	22,000.00
16341 · Employee Relations (Education)	0.00	233.33	-233.33	755.39	933.36	-177.97	2,800.00
16354 · Travel & Training (Travel)	0.00	1,541.67	-1,541.67	1,524.95	6,166.64	-4,641.69	18,500.00
<b>Total 16004 · Staff Development</b>	822.50	4,154.16	-3,331.66	5,335.25	16,679.22	-11,343.97	50,100.00
<b>16005 · Maintenance</b>							
16228 · Park Maint-Memory Pk	251.11	666.67	-415.56	2,243.72	2,666.64	-422.92	8,000.00
16229 · Park Maint - Fernland	230.37	566.67	-336.30	495.81	2,266.64	-1,770.83	6,800.00
16230 · Park Maint-Cedar Brake Park	65.00	400.00	-335.00	953.67	1,600.00	-646.33	4,800.00
16231 · Park Maint. - Homecoming Park	0.00	233.33	-233.33	0.00	933.36	-933.36	2,800.00
<b>Total 16005 · Maintenance</b>	546.48	1,866.67	-1,320.19	3,693.20	7,466.64	-3,773.44	22,400.00
<b>16006 · Insurance</b>							
16353.2 · Liability Ins.	1,438.67	1,201.67	237.00	5,754.68	4,806.64	948.04	14,420.00
16353.3 · Property Ins.	369.25	316.66	52.59	1,477.00	1,266.72	210.28	3,800.00
<b>Total 16006 · Insurance</b>	1,807.92	1,518.33	289.59	7,231.68	6,073.36	1,158.32	18,220.00
<b>16007 · Utilities</b>							
16352.0 · Electronic Sign-City	74.26	41.67	32.59	146.62	166.64	-20.02	500.00
16352.1 · Street Lights	94.28	1,025.00	-930.72	3,392.23	4,100.00	-707.77	12,300.00
16352.2 · Traffic Lights	71.91	100.00	-28.09	119.45	400.00	-280.55	1,200.00
16352.3 · Cedar Brake Park	359.23	150.00	209.23	718.81	600.00	118.81	1,800.00
16352.4 · Homecoming Park	160.13	83.33	76.80	306.76	333.36	-26.60	1,000.00
16352.5 · Fernland Park	569.94	200.00	369.94	796.58	800.00	-3.42	2,400.00
16352.6 · Utilities - City Hall	994.16	541.67	452.49	2,143.11	2,166.64	-23.53	6,500.00
16352.7 · Utilities - Gas	129.25	175.00	-45.75	293.16	700.00	-406.84	2,100.00
16352.8 · Utilities - Comm Center Bldg	861.06	408.34	452.72	1,282.19	1,633.28	-351.09	4,900.00
<b>Total 16007 · Utilities</b>	3,314.22	2,725.01	589.21	9,198.91	10,899.92	-1,701.01	32,700.00
<b>16008 · Capital Outlay</b>							
16233 · Cap Outlay- Com Building Proj	0.00	166.67	-166.67	0.00	666.64	-666.64	2,000.00
<b>17070 · Capital Outlay - Police Cars</b>							
17070.1 · Emergency Lights, Decals	0.00	0.00	0.00	0.00	0.00	0.00	23,000.00
17070.3 · Vid Tec - In Car	93.25	2,750.00	-2,656.75	167.93	11,000.00	-10,832.07	33,000.00
17070 · Capital Outlay - Police Cars - Other	565.50	0.00	565.50	32,171.80	20,000.00	12,171.80	60,000.00
<b>Total 17070 · Capital Outlay - Police Cars</b>	658.75	2,750.00	-2,091.25	32,339.73	31,000.00	1,339.73	116,000.00
<b>17071 · Cap Purchase - Computers/Equip</b>							
17071.1 · Copsync	0.00			5,285.16	0.00	5,285.16	0.00
17071.2 · Radar	0.00			101.75			
17071.6 · Investigative and Testing Equip	0.00	250.00	-250.00	0.00	1,000.00	-1,000.00	3,000.00
17071.7 · Ballistic Vests & Shields	0.00	416.67	-416.67	0.00	1,666.64	-1,666.64	5,000.00
17071 · Cap Purchase - Computers/Equip - O...	0.00	1,808.34	-1,808.34	15,700.70	7,233.28	8,467.42	21,700.00
<b>Total 17071 · Cap Purchase - Computers/Equip</b>	0.00	2,475.01	-2,475.01	21,087.61	9,899.92	11,187.69	29,700.00
17071.5 · Patrol Weapons	0.00	333.33	-333.33	0.00	1,333.36	-1,333.36	4,000.00
17071.9 · In Field Fingerprinter	0.00	375.00	-375.00	0.00	1,500.00	-1,500.00	4,500.00
17072 · Capital Outlay-PWorks Items	0.00	3,833.33	-3,833.33	39,733.43	15,333.36	24,400.07	46,000.00
17080 · Capital Outlay-Improvements	0.00	1,666.66	-1,666.66	0.00	6,666.72	-6,666.72	20,000.00
<b>Total 16008 · Capital Outlay</b>	658.75	11,600.00	-10,941.25	93,160.77	66,400.00	26,760.77	222,200.00
<b>16009 · Miscellaneous Expenses</b>							
16590 · Misc. Expense	564.34	1,025.00	-460.66	5,929.23	4,100.00	1,829.23	12,300.00
16009 · Miscellaneous Expenses - Other	0.00			530.07			
<b>Total 16009 · Miscellaneous Expenses</b>	564.34	1,025.00	-460.66	6,459.30	4,100.00	2,359.30	12,300.00

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 Accrual Basis

City of Montgomery - General Fund  
 Profit & Loss Budget Performance-All  
 January 2016

	Jan 16	Budget	\$ Over B...	Oct '15 - ...	YTD Bu...	\$ Over B...	Annual B...
16010 · Contingency	0.00	8.33	-8.33	0.00	33.36	-33.36	100.00
16356 · Contract Labor- Streets	0.00	8,737.25	-8,737.25	19,200.00	14,949.00	4,251.00	84,847.00
<b>Total Expense</b>	<b>149,627.18</b>	<b>196,403.16</b>	<b>-46,775.98</b>	<b>895,234.17</b>	<b>814,425.22</b>	<b>80,808.95</b>	<b>2,470,338.00</b>
<b>Net Ordinary Income</b>	<b>169,834.45</b>	<b>1,151.60</b>	<b>168,682.85</b>	<b>1,407.86</b>	<b>-27,756.30</b>	<b>29,164.16</b>	<b>-43,881.00</b>
<b>Other Income/Expense</b>							
<b>Other Income</b>							
14000.3 · Transfers In							
14620.2 · Admin Transfer from MEDC	0.00	0.00	0.00	9,375.00	9,375.00	0.00	37,500.00
14620.4 · Admin Trf from Court Security	0.00	0.00	0.00	720.00	720.00	0.00	2,880.00
<b>Total 14000.3 · Transfers In</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,095.00</b>	<b>10,095.00</b>	<b>0.00</b>	<b>40,380.00</b>
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,095.00</b>	<b>10,095.00</b>	<b>0.00</b>	<b>40,380.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,095.00</b>	<b>10,095.00</b>	<b>0.00</b>	<b>40,380.00</b>
<b>Net Income</b>	<b>169,834.45</b>	<b>1,151.60</b>	<b>168,682.85</b>	<b>11,502.86</b>	<b>-17,661.30</b>	<b>29,164.16</b>	<b>-3,501.00</b>

City of Montgomery - Capital Projects  
**Cash Flow Report - Const CkgW&S Proj 1058544 Account**  
As of February 18, 2016

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/25/2016				\$11,526.75
<b>Receipts</b>				
	No Receipts Activity		<u>0.00</u>	
<b>Total Receipts</b>				0.00
<b>Disbursements</b>				
1205	Jones & Carter, Inc.	Inv 0226398, 6855	<u>(1,934.00)</u>	
<b>Total Disbursements</b>				<u>(1,934.00)</u>
BALANCE AS OF 02/18/2016				<u><u>\$9,592.75</u></u>

City of Montgomery - Capital Projects Acct  
**Profit & Loss Budget Performance**  
 January 2016

Accrual Basis

	<u>Jan 16</u>	<u>Budget</u>	<u>% of ...</u>	<u>Oct '15 ...</u>	<u>YTD Bud..</u>	<u>% of ...</u>	<u>Annual B..</u>
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
45391 · Interest Earned	45.91	12.50	367.3%	112.89	50.00	225.8%	150.00
<b>Total Income</b>	<u>45.91</u>	<u>12.50</u>	<u>367.3%</u>	<u>112.89</u>	<u>50.00</u>	<u>225.8%</u>	<u>150.00</u>
<b>Expense</b>							
43890 · Engineering -Series 2012							
43890.1 · Eng-Catahoula Aquifer WW	0.00			1,062.72			
43890.2 · Eng-WP #3 Improvements	0.00			4,475.92			
43890 · Engineering -Series 2012 - Other	0.00			1,889.50			
<b>Total 43890 · Engineering -Series 2012</b>	<u>0.00</u>			<u>7,428.14</u>			
44000 · Wastewater System							
44000.1 · Wastewater-Lift Station Repair	0.00	0.00	0.0%	0.00	30,000.00	0.0%	30,000.00
44002 · Cap Outlay-SS Diversion/Permit	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
<b>Total 44000 · Wastewater System</b>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>	<u>0.00</u>	<u>30,000.00</u>	<u>0.0%</u>	<u>30,000.00</u>
46000 · Roadway System Improvements							
46000.1 · Water - Meters	0.00	0.00	0.0%	0.00	120,000.00	0.0%	120,000.00
46000 · Roadway System Improvements - Other	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
<b>Total 46000 · Roadway System Improvements</b>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>	<u>0.00</u>	<u>120,000.00</u>	<u>0.0%</u>	<u>120,000.00</u>
48000 · Cap Outlay-Fac, Equip. & Plng							
48000.1 · Water-Buffalo Sp Bridge Proj	0.00	0.00	0.0%	0.00	70,000.00	0.0%	70,000.00
48000 · Cap Outlay-Fac, Equip. & Plng - Other	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
<b>Total 48000 · Cap Outlay-Fac, Equip. &amp; Plng</b>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>	<u>0.00</u>	<u>70,000.00</u>	<u>0.0%</u>	<u>70,000.00</u>
<b>Total Expense</b>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>	<u>7,428.14</u>	<u>220,000.00</u>	<u>3.4%</u>	<u>220,000.00</u>
<b>Net Ordinary Income</b>	<u>45.91</u>	<u>12.50</u>	<u>367.3%</u>	<u>-7,315.25</u>	<u>-219,950.00</u>	<u>3.3%</u>	<u>-219,850.00</u>
<b>Net Income</b>	<u>45.91</u>	<u>12.50</u>	<u>367.3%</u>	<u>-7,315.25</u>	<u>-219,950.00</u>	<u>3.3%</u>	<u>-219,850.00</u>



City of Montgomery - Debt Service  
**Cash Flow Report - Checking Account**  
 As of February 18, 2016

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/25/2016				\$159,062.15
Receipts				
	Tax Revenue thru 1/16		185,038.07	
Total Receipts				185,038.07
Disbursements				
1037	Amegy Bank	Series 2012 Annual Paying Agent Fees	(250.00)	
Total Disbursements				(250.00)
BALANCE AS OF 02/18/2016				<u>\$343,850.22</u>

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Accrual Basis

**City of Montgomery - Debt Service**  
**Profit & Loss Budget Performance**  
**January 2016**

	Jan 16	Budget	\$ Over B...	Oct '15 - ...	YTD Bud...	\$ Over B...	Annual B...
<b>Income</b>							
34000 · Taxes & Franchise Fees							
34320 · Ad Valorem Taxes	92,315.02	91,257.88	1,057.14	184,685.07	194,866.20	-10,181.13	264,985.00
34330 · Penalty & Interest	222.81	108.33	114.48	353.00	433.36	-80.36	1,300.00
<b>Total 34000 · Taxes &amp; Franchise Fees</b>	<b>92,537.83</b>	<b>91,366.21</b>	<b>1,171.62</b>	<b>185,038.07</b>	<b>195,299.56</b>	<b>-10,261.49</b>	<b>266,285.00</b>
34100 · Transfers							
34301.4 · Transfers in-MEDC Fund	0.00	0.00	0.00	29,375.00	29,375.00	0.00	117,500.00
34301.5 · Transfers in - Utility Fund	0.00	0.00	0.00	31,325.00	31,325.00	0.00	125,300.00
<b>Total 34100 · Transfers</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>60,700.00</b>	<b>60,700.00</b>	<b>0.00</b>	<b>242,800.00</b>
34200 · Proceeds-Bond Series Refundings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35000 · Other Revenues							
35390 · Interest on Checking	0.00	1.25	-1.25	0.00	5.00	-5.00	15.00
35391 · Interest on Investments	5.50	15.42	-9.92	29.95	61.64	-31.69	185.00
<b>Total 35000 · Other Revenues</b>	<b>5.50</b>	<b>16.67</b>	<b>-11.17</b>	<b>29.95</b>	<b>66.64</b>	<b>-36.69</b>	<b>200.00</b>
<b>Total Income</b>	<b>92,543.33</b>	<b>91,382.88</b>	<b>1,160.45</b>	<b>245,768.02</b>	<b>256,066.20</b>	<b>-10,298.18</b>	<b>509,285.00</b>
<b>Expense</b>							
37000 · Debt Service							
37380 · Interest Payments On Note	0.00	0.00	0.00	0.00	0.00	0.00	16,841.25
37363 · Paying Agent Fees	250.00	1,500.00	-1,250.00	500.00	1,500.00	-1,000.00	2,500.00
37385 · Interest 2012 Series Premium	0.00	0.00	0.00	0.00	0.00	0.00	198,988.75
37395 · Principal Note Payments	0.00	0.00	0.00	0.00	0.00	0.00	295,000.00
<b>Total 37000 · Debt Service</b>	<b>250.00</b>	<b>1,500.00</b>	<b>-1,250.00</b>	<b>500.00</b>	<b>1,500.00</b>	<b>-1,000.00</b>	<b>513,310.00</b>
37370 · Expenses-Refunding Bond Act	0.00	0.00	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	0.00	0.00
<b>Total Expense</b>	<b>250.00</b>	<b>1,500.00</b>	<b>-1,250.00</b>	<b>500.00</b>	<b>1,500.00</b>	<b>-1,000.00</b>	<b>513,310.00</b>
<b>Net Income</b>	<b>92,293.33</b>	<b>89,882.88</b>	<b>2,410.45</b>	<b>245,268.02</b>	<b>254,566.20</b>	<b>-9,298.18</b>	<b>-4,025.00</b>

City of Montgomery - Ct Security Fund  
**Cash Flow Report - Checking Account**  
 As of February 18, 2016

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/25/2016				\$11,690.98
<b>Receipts</b>				
	Interest		0.20	
	Revenue transfer thru 12/15		<u>2,299.01</u>	
<b>Total Receipts</b>				2,299.21
<b>Disbursements</b>				
	No Disbursements Activity		<u>0.00</u>	
<b>Total Disbursements</b>				<u>0.00</u>
BALANCE AS OF 02/18/2016				<u><u>\$13,990.19</u></u>

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

Accrual Basis

January 2016

	<u>Jan 16</u>	<u>Budget</u>	<u>\$ Ove...</u>	<u>Oct '1...</u>	<u>YTD ...</u>	<u>\$ Ove...</u>	<u>Annual...</u>
Ordinary Income/Expense							
Income							
84110 · Court Fines & Forfeitures							
84110.1 · Court Security Fees	0.00	375.00	-375.00	2,299.01	1,500.00	799.01	4,500.00
<b>Total 84110 · Court Fines &amp; Forfeitures</b>	<u>0.00</u>	<u>375.00</u>	<u>-375.00</u>	<u>2,299.01</u>	<u>1,500.00</u>	<u>799.01</u>	<u>4,500.00</u>
84120 · Other Revenues							
84120.1 · Interest Income	0.20	1.67	-1.47	0.74	6.64	-5.90	20.00
<b>Total 84120 · Other Revenues</b>	<u>0.20</u>	<u>1.67</u>	<u>-1.47</u>	<u>0.74</u>	<u>6.64</u>	<u>-5.90</u>	<u>20.00</u>
<b>Total Income</b>	<u>0.20</u>	<u>376.67</u>	<u>-376.47</u>	<u>2,299.75</u>	<u>1,506.64</u>	<u>793.11</u>	<u>4,520.00</u>
Net Ordinary Income	0.20	376.67	-376.47	2,299.75	1,506.64	793.11	4,520.00
Other Income/Expense							
Other Expense							
86560 · Interfund Transfers							
86551 · Baliff Transfer to General Fund	0.00	0.00	0.00	0.00	720.00	-720.00	2,880.00
<b>Total 86560 · Interfund Tranfers</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>720.00</u>	<u>-720.00</u>	<u>2,880.00</u>
<b>Total Other Expense</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>720.00</u>	<u>-720.00</u>	<u>2,880.00</u>
Net Other Income	0.00	0.00	0.00	0.00	-720.00	720.00	-2,880.00
Net Income	<u>0.20</u>	<u>376.67</u>	<u>-376.47</u>	<u>2,299.75</u>	<u>786.64</u>	<u>1,513.11</u>	<u>1,640.00</u>

City of Montgomery - Ct Tech Fund  
**Cash Flow Report - Checking Account**  
 As of February 18, 2016

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/25/2016				\$8,730.45
Receipts				
	Revenue Transfer thru 12/15		2,412.00	
Total Receipts				2,412.00
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements				0.00
BALANCE AS OF 02/18/2016				<u>\$11,142.45</u>

**City of Montgomery - Ct Tech Fund  
Actual to Budget Performance**

Accrual Basis

January 2016

	<u>Jan 16</u>	<u>Budget</u>	<u>\$ Over ...</u>	<u>Oct '15 ...</u>	<u>YTD Bu...</u>	<u>\$ Over ...</u>	<u>Annual ...</u>
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
74100 · Court Fines and Forfeitures							
74110 · Court Technology Fees	0.00	666.67	-666.67	3,065.32	2,666.64	398.68	8,000.00
<b>Total 74100 · Court Fines and Forfeitures</b>	<u>0.00</u>	<u>666.67</u>	<u>-666.67</u>	<u>3,065.32</u>	<u>2,666.64</u>	<u>398.68</u>	<u>8,000.00</u>
74200 · Other Revenues							
74291 · Interest Income	0.00	0.83	-0.83	0.00	3.36	-3.36	10.00
<b>Total 74200 · Other Revenues</b>	<u>0.00</u>	<u>0.83</u>	<u>-0.83</u>	<u>0.00</u>	<u>3.36</u>	<u>-3.36</u>	<u>10.00</u>
<b>Total Income</b>	<u>0.00</u>	<u>667.50</u>	<u>-667.50</u>	<u>3,065.32</u>	<u>2,670.00</u>	<u>395.32</u>	<u>8,010.00</u>
<b>Expense</b>							
76200 · Contract Services							
76362 · Computer/Website Services	0.00	500.00	-500.00	653.32	2,000.00	-1,346.68	6,000.00
76363 · Computer/ Equipment	0.00			0.00	0.00	0.00	0.00
<b>Total 76200 · Contract Services</b>	<u>0.00</u>	<u>500.00</u>	<u>-500.00</u>	<u>653.32</u>	<u>2,000.00</u>	<u>-1,346.68</u>	<u>6,000.00</u>
76300 · Supplies & Equipment							
76361 · Computer/Technology Equipment	0.00			0.00	0.00	0.00	0.00
<b>Total 76300 · Supplies &amp; Equipment</b>	<u>0.00</u>			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Total Expense</b>	<u>0.00</u>	<u>500.00</u>	<u>-500.00</u>	<u>653.32</u>	<u>2,000.00</u>	<u>-1,346.68</u>	<u>6,000.00</u>
<b>Net Ordinary Income</b>	<u>0.00</u>	<u>167.50</u>	<u>-167.50</u>	<u>2,412.00</u>	<u>670.00</u>	<u>1,742.00</u>	<u>2,010.00</u>
<b>Net Income</b>	<u><u>0.00</u></u>	<u><u>167.50</u></u>	<u><u>-167.50</u></u>	<u><u>2,412.00</u></u>	<u><u>670.00</u></u>	<u><u>1,742.00</u></u>	<u><u>2,010.00</u></u>

City of Montgomery - Grant  
**Cash Flow Report - Grant Account Account**  
 As of February 18, 2016

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/25/2016				\$287.74
Receipts				
	No Receipts Activity		0.00	
Total Receipts				0.00
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements				0.00
BALANCE AS OF 02/18/2016				\$287.74

City of Montgomery - Grant  
**Cash Flow Report - Checking Account**  
 As of February 18, 2016

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/25/2016				\$10.00
<b>Receipts</b>				
	No Receipts Activity		0.00	
Total Receipts			0.00	
<b>Disbursements</b>				
	No Disbursements Activity		0.00	
Total Disbursements			0.00	
BALANCE AS OF 02/18/2016				\$10.00



City of Montgomery - Hotel Occupancy Tax Fund  
**Cash Flow Report - Checking Account**  
 As of February 18, 2016

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/25/2016				\$9,399.90
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 02/18/2016				<u><u>\$9,399.90</u></u>

**City of Montgomery - Hotel Occupancy Tax Fund  
Profit & Loss Budget Performance**

Accrual Basis

January 2016

	<u>Jan 16</u>	<u>Budget</u>	<u>\$ Ove...</u>	<u>Oct '1...</u>	<u>YTD ...</u>	<u>\$ Ove...</u>	<u>Annua...</u>
<b>Income</b>							
44300 · Taxes & Franchise Fees							
44330 · Hotel Occupancy Taxes	0.00	104.17	-104.17	0.00	416.64	-416.64	1,250.00
<b>Total 44300 · Taxes &amp; Franchise Fees</b>	<u>0.00</u>	<u>104.17</u>	<u>-104.17</u>	<u>0.00</u>	<u>416.64</u>	<u>-416.64</u>	<u>1,250.00</u>
44400 · Other Revenues							
44360 · Interest Earned On Checking	0.00	1.67	-1.67	0.00	6.64	-6.64	20.00
<b>Total 44400 · Other Revenues</b>	<u>0.00</u>	<u>1.67</u>	<u>-1.67</u>	<u>0.00</u>	<u>6.64</u>	<u>-6.64</u>	<u>20.00</u>
<b>Total Income</b>	<u>0.00</u>	<u>105.84</u>	<u>-105.84</u>	<u>0.00</u>	<u>423.28</u>	<u>-423.28</u>	<u>1,270.00</u>
<b>Expense</b>	<u>0.00</u>			<u>0.00</u>			
<b>Net Income</b>	<u><u>0.00</u></u>	<u><u>105.84</u></u>	<u><u>-105.84</u></u>	<u><u>0.00</u></u>	<u><u>423.28</u></u>	<u><u>-423.28</u></u>	<u><u>1,270.00</u></u>

City of Montgomery - MEDC  
**Cash Flow Report - MEDC Checking Account**  
As of February 18, 2016

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/25/2016				\$280,286.09
<b>Receipts</b>				
	Sales Tax Revenue thru 1/16		59,191.23	
<b>Total Receipts</b>				59,191.23
<b>Disbursements</b>				
1725	ProLight Outdoor Solutions	Fernland Park - Inv 15-0501	(7,296.00)	
1726	Live Oak Assisted Living	Reimbursement for City Logo to be included on the	(415.00)	
1727	Montgomery Historical Society	MIDC Portion of MHS - Christmas in Historic Mo	(5,000.00)	
<b>Total Disbursements</b>				(12,711.00)
BALANCE AS OF 02/18/2016				<u><u>\$326,766.32</u></u>

City of Montgomery - MEDC  
Actual to Budget Performance

January 2016

	Jan 16	Budget	\$ Over Bu...	Oct '15 - J...	YTD Bnd...	\$ Over Bud...	Annual Bu...
<b>Income</b>							
55000 · Taxes & Franchise Fees							
55400 · Sales Tax	59,191.23	32,312.00	26,879.23	148,841.42	127,217.66	21,623.76	466,000.00
<b>Total 55000 · Taxes &amp; Franchise Fees</b>	<b>59,191.23</b>	<b>32,312.00</b>	<b>26,879.23</b>	<b>148,841.42</b>	<b>127,217.66</b>	<b>21,623.76</b>	<b>466,000.00</b>
55300 · Other Revenues							
55391 · Interest Income	52.83	20.83	32.00	195.62	83.36	112.26	250.00
55397 · Fund Balance Allocations	0.00	5,416.67	(5,416.67)	0.00	21,666.64	(21,666.64)	65,000.00
<b>Total 55300 · Other Revenues</b>	<b>52.83</b>	<b>5,437.50</b>	<b>(5,384.67)</b>	<b>195.62</b>	<b>21,750.00</b>	<b>(21,554.38)</b>	<b>65,250.00</b>
<b>Total Income</b>	<b>59,244.06</b>	<b>37,749.50</b>	<b>21,494.56</b>	<b>149,037.04</b>	<b>148,967.66</b>	<b>69.38</b>	<b>531,250.00</b>
<b>Expense</b>							
56000 · Category I							
56000.6 · Downtown Parking Improvements	0.00	0.00	0.00	1,490.19	6,666.68	(5,176.49)	20,000.00
56000.8 · Utility Extensions	0.00	0.00	0.00	20,694.34	58,333.32	(37,638.98)	175,000.00
56430 · Tsf to Debt Serv/ W & S Project	0.00	0.00	0.00	29,375.00	29,375.00	0.00	117,500.00
<b>Total 56000 · Category I</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>51,559.53</b>	<b>94,375.00</b>	<b>(42,815.47)</b>	<b>312,500.00</b>
56001 · Category II							
56001.1 · Wine and Music Festival	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
56001.2 · Antique Show and Festival	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
56001.4 · Texian Heritage Festival	0.00	0.00	0.00	8,000.00	8,000.00	0.00	8,000.00
56001.6 · Heritage Vill. Det. Pond Imp	0.00	0.00	0.00	0.00	10,000.00	(10,000.00)	10,000.00
56423 · Economic Development Graut Prog	0.00	15,000.00	(15,000.00)	0.00	15,000.00	(15,000.00)	15,000.00
<b>Total 56001 · Category II</b>	<b>0.00</b>	<b>15,000.00</b>	<b>(15,000.00)</b>	<b>8,000.00</b>	<b>33,000.00</b>	<b>(25,000.00)</b>	<b>53,000.00</b>
56002 · Category III							
56420.1 · Christmas in Montgomery	0.00	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00
56420.2 · Christmas Lighting(Civic Assn)	0.00	0.00	0.00	1,341.50	1,600.00	(258.50)	1,600.00
56429 · Removal of Blight	0.00	7,500.00	(7,500.00)	0.00	15,000.00	(15,000.00)	30,000.00
56433 · Downtown Signs	0.00	0.00	0.00	0.00	3,000.00	(3,000.00)	3,000.00
56435 · Fernland Irrigation / Lighting	0.00	0.00	0.00	10,000.00	10,000.00	0.00	10,000.00
<b>Total 56002 · Category III</b>	<b>0.00</b>	<b>7,500.00</b>	<b>(7,500.00)</b>	<b>16,341.50</b>	<b>34,600.00</b>	<b>(18,258.50)</b>	<b>49,600.00</b>
56003 · Category IV							
56408.1 · Promotional Video	0.00	0.00	0.00	0.00	4,000.00	(4,000.00)	4,000.00
56413 · Brochures/Printed Literature	415.00	2,500.00	(2,085.00)	1,735.00	5,000.00	(3,265.00)	10,000.00
56417 · Restoration of Monuments/Flags	0.00	0.00	0.00	0.00	3,000.00	(3,000.00)	3,000.00
56418 · Walking Tour	0.00	0.00	0.00	2,660.00	10,000.00	(7,340.00)	10,000.00
<b>Total 56003 · Category IV</b>	<b>415.00</b>	<b>2,500.00</b>	<b>(2,085.00)</b>	<b>4,395.00</b>	<b>22,000.00</b>	<b>(17,605.00)</b>	<b>27,000.00</b>
56004 · Category V							
56004.1 · Admin Transfers to Gen Fund	0.00	0.00	0.00	9,375.00	9,375.00	0.00	37,500.00
56004.2 · MACC Administration & Office	2,566.67	2,500.00	66.67	10,266.68	10,000.00	266.68	30,000.00
56004.3 · Miscellaneous Expenses	0.00	0.00	0.00	449.27	1,500.00	(1,050.73)	1,500.00
56327 · Gen Consulting (Acct,Eng,Legal)	0.00	1,250.00	(1,250.00)	0.00	5,000.00	(5,000.00)	15,000.00
56354 · Travel & Training Expenses	0.00	0.00	0.00	0.00	1,750.00	(1,750.00)	3,500.00
<b>Total 56004 · Category V</b>	<b>2,566.67</b>	<b>3,750.00</b>	<b>(1,183.33)</b>	<b>20,090.95</b>	<b>27,625.00</b>	<b>(7,534.05)</b>	<b>87,500.00</b>
<b>Total Expense</b>	<b>2,981.67</b>	<b>28,750.00</b>	<b>(25,768.33)</b>	<b>100,386.98</b>	<b>211,600.00</b>	<b>(111,213.02)</b>	<b>529,600.00</b>
<b>Net Income</b>	<b>56,262.39</b>	<b>8,999.50</b>	<b>47,262.89</b>	<b>48,650.06</b>	<b>(62,632.34)</b>	<b>111,282.40</b>	<b>1,650.00</b>

City of Montgomery - Police Asset Forfeiture  
**Cash Flow Report - Checking Account**  
 As of February 18, 2016

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/25/2016				\$185.65
Receipts				
	Revenue transfer thru 12/15		<u>2,074.17</u>	2,074.17
Total Receipts				2,074.17
Disbursements				
	No Disbursements Activity		<u>0.00</u>	0.00
Total Disbursements				<u>0.00</u>
BALANCE AS OF 02/18/2016				<u><u>\$2,259.82</u></u>

**City of Montgomery - Police Asset Forfeiture  
Profit & Loss Budget Performance**

January 2016

Accrual Basis

	<u>Jan 16</u>	<u>Budget</u>	<u>\$ Over ...</u>	<u>Oct '15...</u>	<u>YTD B...</u>	<u>\$ Over ...</u>	<u>Annual...</u>
Ordinary Income/Expense							
Income							
74000 · Police Asset Forfeitures				2,074.17	0.00	2,074.17	0.00
74102 · Asset Forfeitures	0.00						
Total 74000 · Police Asset Forfeitures	0.00			2,074.17	0.00	2,074.17	0.00
Total Income	0.00			2,074.17	0.00	2,074.17	0.00
Net Ordinary Income	0.00			2,074.17	0.00	2,074.17	0.00
Net Income	<u>0.00</u>			<u>2,074.17</u>	<u>0.00</u>	<u>2,074.17</u>	<u>0.00</u>

City of Montgomery - Water & Sewer  
**Cash Flow Report - Water & Sewer Fund Account**  
As of February 18, 2016

Num	Name	Memo	Amount	Balance
<b>BALANCE AS OF 01/25/2016</b>				<b>\$122,983.73</b>
<b>Receipts</b>				
	W&S Revenue CL 1/16		52,483.99	
	W&S Revenue OS 1/16		3,045.36	
	Customer Meter Deposits CL 1/16		1,125.00	
	Customer Meter Deposits OS 1/16		1,250.00	
	Reimbursement from bank Error		50.00	
	Credit Card and Web Fees Revenue 1/16		8.36	
	Credit Card and Web Fees OS 1/16		3.07	
	Interest		6.72	
<b>Total Receipts</b>			<u>57,972.50</u>	57,972.50
<b>Disbursements</b>				
12898	H2O Services of Texas, LLC	Operating Inv 13893-12/15	(8,310.58)	
12899	Jones & Carter, Inc	Inv 0226411, 6400, 6405	(4,208.50)	
12900	TEEX	Certified Water Professional Application- Water/W	(100.00)	
12901	Consolidated Communications	936-597-4774, 4826	(69.30)	
12902	Home Depot	Acct # 6035 3225 0289 4458 Inv 1635471 + credit	(273.75)	
12903	DXI Industries Inc.	Chemicals Inv. 055001296-16 01/16 - WP #1	(201.60)	
12904	Justin Elliott	Deposit refund 6 Westway	(45.98)	
12905	Montgomery County UD#3-GRP Sponsor	GRP Fees Billing for 12/15	(513.18)	
12906	Montgomery County UD#4-GRP Sponsor	GRP Fees Billing for 12/15	(513.18)	
12907	Municipal Accounts & Consulting, L.P.	Accounting Service Inv 40826- 01/16	(400.00)	
12908	TML - IRP	Insurance Premiums 02/16	(1,091.38)	
12909	Entergy	PartUtilities per spreadsheet 01/16	(2,280.30)	
12910	Entergy	PartUtilities per spreadsheet 1/16	(6,453.43)	
12911	Consolidated Communications	936-597-8846/0 - Stewart Creek WWTP 02/16	(34.65)	
12912	Darden, Fowler & Creighton, L.L.P.	Legal Fees 1/16	(1,540.00)	
12913	DataProse, Inc.	DP1600175 - 1/16	(170.49)	
12914	Eastex Environmental Laboratory, Inc.	Chemicals #C16B037	(454.00)	
12915	Entergy	PartUtilities per spreadsheet 1/31/16	(282.01)	
12916	H2O Services of Texas, LLC	Operating Inv 13965 1/16	(12,849.60)	
12917	Jim's Hardware	Acct #102 -Part of invoice for 1/16	(207.20)	
12918	LDC	Generator - 149 South #1 Gen & 105 West #2 Ge	(41.68)	
12919	Neil Technical Services, Inc	Inv 65870,65762,65458,65542	(5,341.50)	
12920	PAVERS SUPPLY COMPANY	Inv 84168,84196,84275	(2,286.59)	
12921	Waste Management	Residential Garbage Collection (384 Customers Tot	(7,170.07)	
DM	ETS Corporation	Credit Card Fees 1/16	(270.37)	
DM	Return Deposit	Returned deposit item	(181.00)	
<b>Total Disbursements</b>			<u>(55,290.34)</u>	(55,290.34)
<b>BALANCE AS OF 02/18/2016</b>				<b><u><u>\$125,665.89</u></u></b>

City of Montgomery - Water & Sewer Fund  
**Actual to Budget Performance - Utility Fund**  
 January 2016

	Jan 16	Budget	\$ Over B...	Oct '15 - ...	YTD Bu...	\$ Over B...	Annual B...
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
24000 · Charges for Service							
24100 · Water Revenue	24,652.07	30,365.67	(5,713.60)	108,912.62	121,462.64	(12,550.02)	364,388.00
24118 · Surface Water Revenue	371.70	375.00	(3.30)	1,739.08	1,500.00	239.08	4,500.00
24119 · Application Fee	0.00	66.67	(66.67)	0.00	266.64	(266.64)	800.00
24120 · Disconnect Reconnect	450.00	183.33	266.67	1,725.00	733.36	991.64	2,200.00
24200 · Sewer Revenue	14,527.75	16,250.00	(1,722.25)	59,019.14	65,000.00	(5,980.86)	195,000.00
24310 · Tap Fees/Inspections	2,790.00	2,916.67	(126.67)	28,608.00	11,666.64	16,941.36	35,000.00
24319 · Grease Trap Inspections	800.00	833.33	(33.33)	3,200.00	3,333.36	(133.36)	10,000.00
24330 · Late Charges	1,047.35	916.67	130.68	6,126.24	3,666.64	2,459.60	11,000.00
24333 · Returned Ck Fee	50.00	15.00	35.00	50.00	60.00	(10.00)	180.00
25403 · Solid Waste Revenue	6,166.40	5,583.33	583.07	24,288.40	22,333.36	1,955.04	67,000.00
<b>Total 24000 · Charges for Service</b>	<b>50,855.27</b>	<b>57,505.67</b>	<b>(6,650.40)</b>	<b>233,668.48</b>	<b>230,022.64</b>	<b>3,645.84</b>	<b>690,068.00</b>
24101 · Taxes and Franchise Fees							
24110 · Sales Tax Rev for Solid Waste	499.68	458.33	41.35	1,967.66	1,833.36	134.30	5,500.00
<b>Total 24101 · Taxes and Franchise Fees</b>	<b>499.68</b>	<b>458.33</b>	<b>41.35</b>	<b>1,967.66</b>	<b>1,833.36</b>	<b>134.30</b>	<b>5,500.00</b>
24121 · Groundwater Reduction Revenue	8,743.35	7,916.67	826.68	37,374.05	31,666.64	5,707.41	95,000.00
25000 · Other Revenues							
25391 · Interest Income	6.72	25.00	(18.28)	28.93	100.00	(71.07)	300.00
25392 · Interest earned on Investments	15.41	14.17	1.24	37.86	56.64	(18.78)	170.00
25399 · Miscellaneous Revenue	11.43	62.50	(51.07)	11.43	250.00	(238.57)	750.00
<b>Total 25000 · Other Revenues</b>	<b>33.56</b>	<b>101.67</b>	<b>(68.11)</b>	<b>78.22</b>	<b>406.64</b>	<b>(328.42)</b>	<b>1,220.00</b>
25393 · Use of Surplus Funds	0.00	0.00	0.00	0.00	0.00	0.00	80,000.00
<b>Total Income</b>	<b>60,131.86</b>	<b>65,982.34</b>	<b>(5,850.48)</b>	<b>273,088.41</b>	<b>263,929.28</b>	<b>9,159.13</b>	<b>871,788.00</b>
<b>Expense</b>							
26001 · Personnel							
26353.1 · Health Ins.	0.00	1,333.33	(1,333.33)	0.00	5,333.36	(5,333.36)	16,000.00
26353.4 · Unemployment Ins	0.00	130.50	(130.50)	0.00	261.00	(261.00)	522.00
26353.5 · Workers Comp.	129.00	166.67	(37.67)	516.00	666.64	(150.64)	2,000.00
26353.6 · Dental Insurance	0.00	120.83	(120.83)	0.00	483.36	(483.36)	1,450.00
26353.7 · Life & AD&D Insurance	0.00	37.50	(37.50)	0.00	150.00	(150.00)	450.00
26501 · Retirement Expense	0.00	268.58	(268.58)	0.00	1,074.36	(1,074.36)	3,223.00
26560 · Payroll Taxes	0.00	570.00	(570.00)	0.00	2,280.00	(2,280.00)	6,840.00
26600 · Wages	0.00	6,517.67	(6,517.67)	0.00	26,070.64	(26,070.64)	78,212.00
26600.1 · Overtime	0.00	90.00	(90.00)	0.00	360.00	(360.00)	1,080.00
<b>Total 26001 · Personnel</b>	<b>129.00</b>	<b>9,235.08</b>	<b>(9,106.08)</b>	<b>516.00</b>	<b>36,679.36</b>	<b>(36,163.36)</b>	<b>109,777.00</b>
26200 · Contract Services							
26320 · Legal Fees	1,540.00	183.33	1,356.67	5,260.00	733.36	4,526.64	2,200.00
26322 · Engineering	0.00	4,583.33	(4,583.33)	12,244.75	18,333.36	(6,088.61)	55,000.00
26323 · Operator	3,200.00	2,500.00	700.00	11,475.00	10,000.00	1,475.00	30,000.00
26324 · Billing and Collections	132.17	375.00	(242.83)	1,067.28	1,500.00	(432.72)	4,500.00
26328 · Testing	535.00	1,000.00	(465.00)	2,278.00	4,000.00	(1,722.00)	12,000.00
26331 · Sales Tax for Solid Waste	0.00	462.50	(462.50)	1,487.59	1,850.00	(362.41)	5,550.00
26333 · Accounting Fees	400.00	500.00	(100.00)	1,600.00	2,000.00	(400.00)	6,000.00
26336 · Sludge Hauling	0.00	1,166.67	(1,166.67)	8,345.67	4,666.64	3,679.03	14,000.00
26340 · Printing	0.00	41.67	(41.67)	0.00	166.64	(166.64)	500.00
26350 · Postage	38.32	208.33	(170.01)	832.46	833.36	(0.90)	2,500.00
26351 · Telephone	101.12	166.67	(65.55)	377.05	666.64	(289.59)	2,000.00
26370 · Tap Fees & Inspections	650.00	1,666.67	(1,016.67)	1,200.00	6,666.64	(5,466.64)	20,000.00
26399 · Garbage Pickup	7,890.19	5,166.67	2,723.52	29,354.66	20,666.64	8,688.02	62,000.00
<b>Total 26200 · Contract Services</b>	<b>14,486.80</b>	<b>18,020.84</b>	<b>(3,534.04)</b>	<b>75,522.46</b>	<b>72,083.28</b>	<b>3,439.18</b>	<b>216,250.00</b>
26300 · Communications							
26338 · Advertising/Promotion	0.00	41.67	(41.67)	0.00	166.64	(166.64)	500.00
<b>Total 26300 · Communications</b>	<b>0.00</b>	<b>41.67</b>	<b>(41.67)</b>	<b>0.00</b>	<b>166.64</b>	<b>(166.64)</b>	<b>500.00</b>
26326 · Permits & Licenses	7,359.06	1,583.33	5,775.73	11,932.15	6,333.36	5,598.79	19,000.00

*Should be \$41,562*



	Jan 16	Budget	\$ Over B...	Oct '15 - ...	YTD Bu...	\$ Over B...	Annual B...
26371 · Dues & Subscriptions	0.00			545.00			
26400.1 · Supplies & Equipment							
26342 · Chemicals	1,690.57	1,416.67	273.90	5,559.67	5,666.64	(106.97)	17,000.00
26358 · Copier/Fax Machine Lease	0.00	375.00	(375.00)	0.00	1,500.00	(1,500.00)	4,500.00
26460 · Operating Supplies	209.96	1,500.00	(1,290.04)	2,367.46	6,000.00	(3,632.54)	18,000.00
26485 · Uniforms	0.00	187.50	(187.50)	770.66	750.00	20.66	2,250.00
27040 · Computer Technology Equipment	0.00	416.67	(416.67)	0.00	1,666.64	(1,666.64)	5,000.00
26400.1 · Supplies & Equipment - Other	0.00	0.00	0.00	2,400.00	0.00	2,400.00	0.00
<b>Total 26400.1 · Supplies &amp; Equipment</b>	<b>1,900.53</b>	<b>3,895.84</b>	<b>(1,995.31)</b>	<b>11,097.79</b>	<b>15,583.28</b>	<b>(4,485.49)</b>	<b>46,750.00</b>
26401 · Groundwater Reduction Expenses	0.00	1,666.67	(1,666.67)	9,326.38	6,666.64	2,659.74	20,000.00
26500 · Staff Development							
26339 · Dues & Subscriptions	0.00	83.33	(83.33)	0.00	333.36	(333.36)	1,000.00
26354 · Travel & Training (Travel)	385.00	166.67	218.33	1,340.63	666.64	673.99	2,000.00
26355 · Employee Relations (Education)	100.00	41.67	58.33	100.00	166.64	(66.64)	500.00
<b>Total 26500 · Staff Development</b>	<b>485.00</b>	<b>291.67</b>	<b>193.33</b>	<b>1,440.63</b>	<b>1,166.64</b>	<b>273.99</b>	<b>3,500.00</b>
26600.2 · Maintenance							
26335 · Repairs & Maintenance	12,938.37	9,583.33	3,355.04	78,508.44	38,333.36	40,175.08	115,000.00
26335.1 · Vehicle Rep. & Maint.	0.00	333.33	(333.33)	0.00	1,333.36	(1,333.36)	4,000.00
26349 · Gas & Oil	0.00	416.67	(416.67)	806.21	1,666.64	(860.43)	5,000.00
<b>Total 26600.2 · Maintenance</b>	<b>12,938.37</b>	<b>10,333.33</b>	<b>2,605.04</b>	<b>79,314.65</b>	<b>41,333.36</b>	<b>37,981.29</b>	<b>124,000.00</b>
26700 · Insurance Expense							
26353.2 · Liability Ins.	828.75	129.17	699.58	3,315.00	516.64	2,798.36	1,550.00
26353.3 · Property Ins.	116.26	833.33	(717.07)	465.04	3,333.36	(2,868.32)	10,000.00
<b>Total 26700 · Insurance Expense</b>	<b>945.01</b>	<b>962.50</b>	<b>(17.49)</b>	<b>3,780.04</b>	<b>3,850.00</b>	<b>(69.96)</b>	<b>11,550.00</b>
26800 · Utilities Expense							
26352.1 · Utilities - Gas for Generators	41.68	45.83	(4.15)	170.21	183.36	(13.15)	550.00
26352.2 · Utilities-Water Plants	4,524.49	3,500.00	1,024.49	21,501.13	14,000.00	7,501.13	42,000.00
26352.3 · Utilities-WW Treatment Plants	3,285.31	2,916.67	368.64	9,971.32	11,666.64	(1,695.32)	35,000.00
26352.4 · Utilities - Lift Stations	1,195.74	625.00	570.74	3,729.90	2,500.00	1,229.90	7,500.00
26352.5 · Utilities - Security Light	10.20	50.00	(39.80)	43.65	200.00	(156.35)	600.00
<b>Total 26800 · Utilities Expense</b>	<b>9,057.42</b>	<b>7,137.50</b>	<b>1,919.92</b>	<b>35,416.21</b>	<b>28,550.00</b>	<b>6,866.21</b>	<b>85,650.00</b>
26900 · Capital Outlay							
26900.3 · Capital Outlay Equipment	0.00	11,666.67	(11,666.67)	0.00	46,666.64	(46,666.64)	140,000.00
<b>Total 26900 · Capital Outlay</b>	<b>0.00</b>	<b>11,666.67</b>	<b>(11,666.67)</b>	<b>0.00</b>	<b>46,666.64</b>	<b>(46,666.64)</b>	<b>140,000.00</b>
27000 · Miscellaneous Expenses							
26359 · Misc Expense	270.37	83.33	187.04	2,626.91	333.36	2,293.55	1,000.00
<b>Total 27000 · Miscellaneous Expenses</b>	<b>270.37</b>	<b>83.33</b>	<b>187.04</b>	<b>2,626.91</b>	<b>333.36</b>	<b>2,293.55</b>	<b>1,000.00</b>
<b>Total Expense</b>	<b>47,571.56</b>	<b>64,918.43</b>	<b>(17,346.87)</b>	<b>231,518.22</b>	<b>259,412.56</b>	<b>(27,894.34)</b>	<b>777,977.00</b>
<b>Net Ordinary Income</b>	<b>12,560.30</b>	<b>1,063.91</b>	<b>11,496.39</b>	<b>41,570.19</b>	<b>4,516.72</b>	<b>37,053.47</b>	<b>93,811.00</b>
<b>Other Income/Expense</b>							
<b>Other Expense</b>							
27001 · Other Expenses							
27001.2 · Transfer to Debt Service	0.00	0.00	0.00	0.00	31,325.00	(31,325.00)	125,300.00
<b>Total 27001 · Other Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>31,325.00</b>	<b>(31,325.00)</b>	<b>125,300.00</b>
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>31,325.00</b>	<b>(31,325.00)</b>	<b>125,300.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(31,325.00)</b>	<b>31,325.00</b>	<b>(125,300.00)</b>
<b>Net Income</b>	<b>12,560.30</b>	<b>1,063.91</b>	<b>11,496.39</b>	<b>41,570.19</b>	<b>(26,808.28)</b>	<b>68,378.47</b>	<b>(31,489.00)</b>

-41,562  
+ 8  
payroll to be transferred.

City of Montgomery  
**District Debt Service Payments**  
02/01/2016 - 09/30/2017

Paying Agent	Series	Date Due	Date Paid	Principal	Interest	Total Due
<b>Debt Service Payment Due 03/01/2016</b>						
Amegy Bank of Texas	2012	03/01/2016		115,000.00	60,612.50	175,612.50
Amegy Bank of Texas	2012R	03/01/2016		105,000.00	40,259.38	145,259.38
	2015R	03/01/2016		75,000.00	8,580.00	83,580.00
		<b>Total Due 03/01/2016</b>		<b>295,000.00</b>	<b>109,451.88</b>	<b>404,451.88</b>
<b>Debt Service Payment Due 09/01/2016</b>						
Amegy Bank of Texas	2012	09/01/2016		0.00	58,887.50	58,887.50
Amegy Bank of Texas	2012R	09/01/2016		0.00	39,209.37	39,209.37
	2015R	09/01/2016		0.00	8,261.25	8,261.25
		<b>Total Due 09/01/2016</b>		<b>0.00</b>	<b>106,358.12</b>	<b>106,358.12</b>
<b>Debt Service Payment Due 03/01/2017</b>						
Amegy Bank of Texas	2012	03/01/2017		120,000.00	58,887.50	178,887.50
Amegy Bank of Texas	2012R	03/01/2017		105,000.00	39,209.38	144,209.38
	2015R	03/01/2017		80,000.00	8,261.25	88,261.25
		<b>Total Due 03/01/2017</b>		<b>305,000.00</b>	<b>106,358.13</b>	<b>411,358.13</b>
<b>Debt Service Payment Due 09/01/2017</b>						
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
	2015R	09/01/2017		0.00	7,761.25	7,761.25
		<b>Total Due 09/01/2017</b>		<b>0.00</b>	<b>103,008.13</b>	<b>103,008.13</b>
		<b>District Total</b>		<b>\$600,000.00</b>	<b>\$425,176.26</b>	<b>\$1,025,176.26</b>

City of Montgomery  
**Summary of Pledged Securities**  
As of February 18, 2016

<b>Financial Institution: ALLEGLANCE BANK</b>			
Total CDs, MM:	\$100,000.00	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		
<b>Financial Institution: FIRST BANK N.A. (Depository Bank)</b>			
Total CDs, MM, and Checking Accounts:	\$1,329,759.57	Collateral Security Required:	Yes
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File:	Yes
Total pledged securities:	\$1,859,303.67	Investment Policy Received:	Yes
Ratio of pledged securities to investments:	172.19 %		
<b>Financial Institution: GREEN BANK</b>			
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		
<b>Financial Institution: INDEPENDENT BANK</b>			
Total CDs, MM:	\$100,000.00	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		
<b>Financial Institution: TEXPOOL</b>			
Total CDs, MM:	\$729,385.37	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		

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION SUPPORTING THE MONTGOMERY COUNTY THOROUGHFARE PLAN**

**WHEREAS**, it is the desire of the City of Montgomery to support the economic environment and quality of life in Montgomery County, Texas and;

**WHEREAS**, the City's residents recognize that roadway improvement projects are critical, and;

**WHEREAS**, the area's transportation infrastructure has not been able to keep up with our area's unprecedented growth; and

**WHEREAS**, the plan was presented at countywide public input meetings, November 12, 2015, for the purpose of citizen comments; and

**WHEREAS**, this countywide thoroughfare plan has been publically vetted and is a long term roadmap for transportation needs.

**NOW THEREFORE BE IT RESOLVED**, that the City supports the efforts of the Montgomery County Commissioners Court in passing the Thoroughfare Plan.

PASSED AND APPROVED this \_\_\_\_\_ DAY OF February, 2016.

ATTEST:

\_\_\_\_\_  
Kirk Jones, Mayor

\_\_\_\_\_  
Susan Hensley, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Larry Foerster, City Attorney

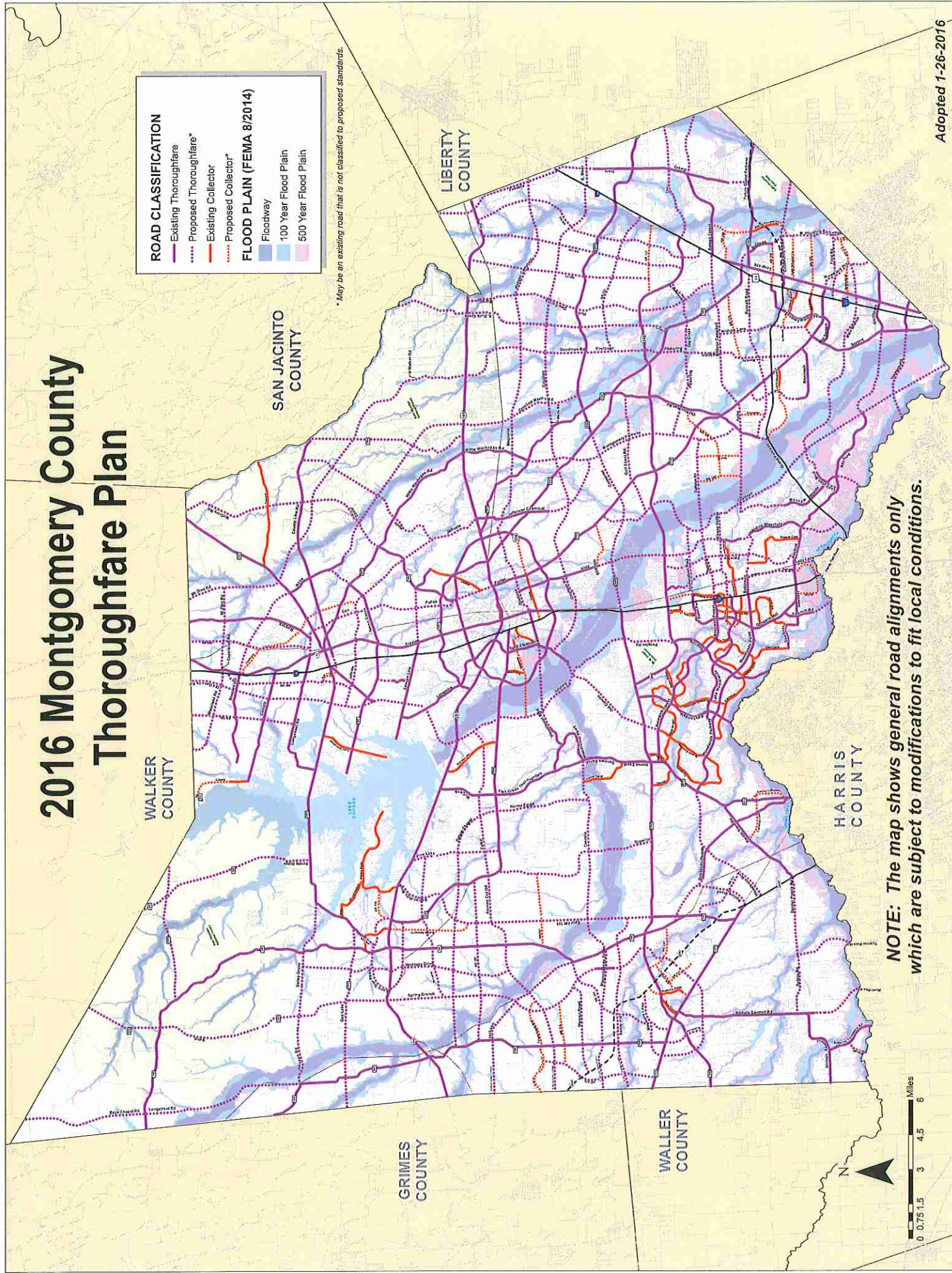
# 2016 Montgomery County Thoroughfare Plan

ROAD CLASSIFICATION	
	Existing Thoroughfare
	Proposed Thoroughfare*
	Existing Collector
	Proposed Collector*

FLOOD PLAIN (FEMA 8/2014)	
	Floodway
	100 Year Flood Plain
	500 Year Flood Plain

\* May be an existing road that is not classified to proposed standards.



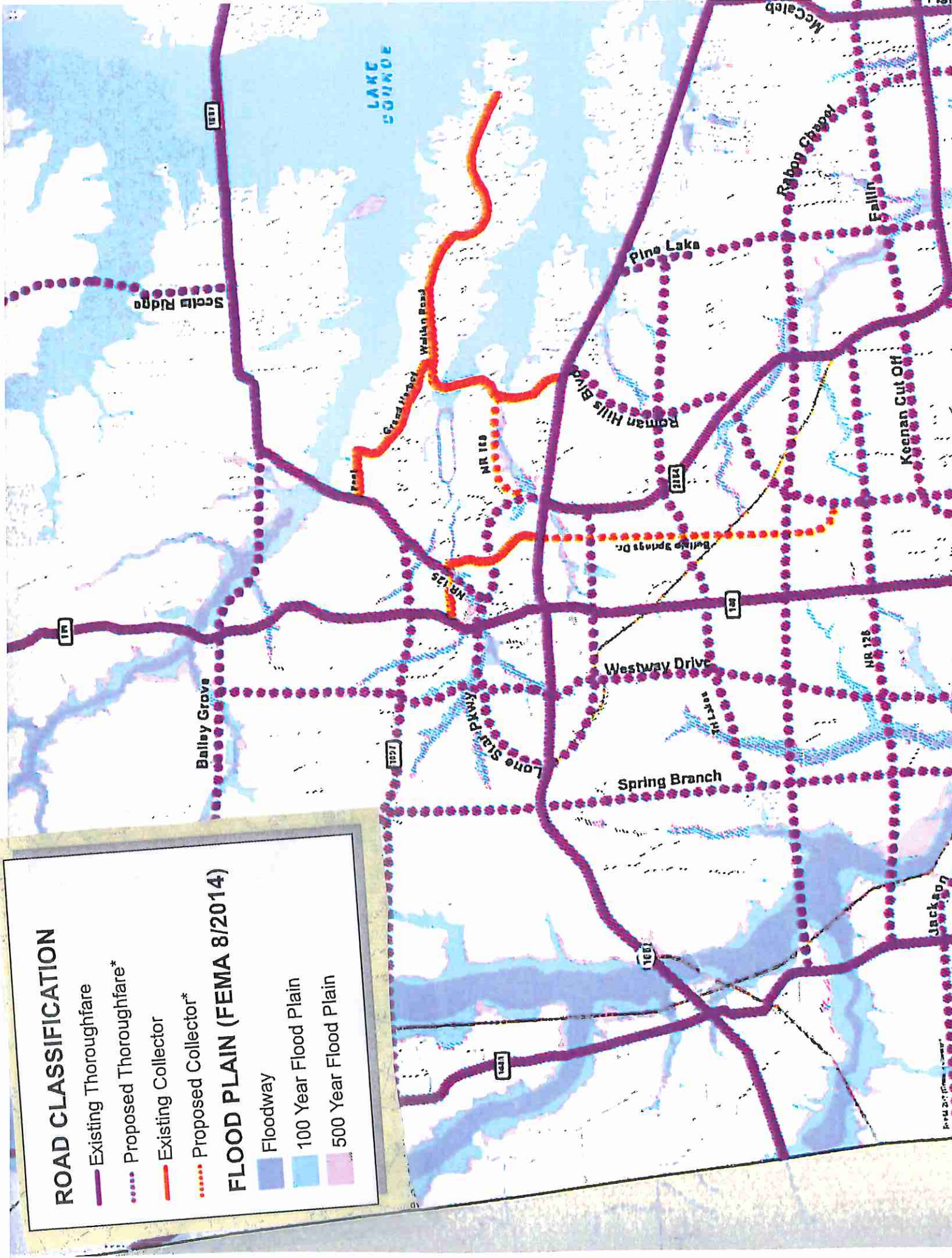
**NOTE: The map shows general road alignments only which are subject to modifications to fit local conditions.**

# ROAD CLASSIFICATION

- Existing Thoroughfare
- Proposed Thoroughfare\*
- Existing Collector
- Proposed Collector\*

# FLOOD PLAIN (FEMA 8/2014)

- Floodway
- 100 Year Flood Plain
- 500 Year Flood Plain



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-15688

Date Filed:  
02/18/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Jones & Carter, Inc  
Bellaire, TX United States

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

City of Montgomery, Texas

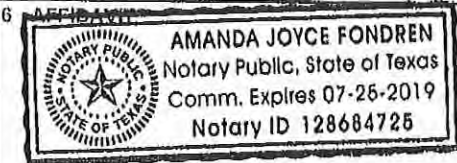
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

2016-03 Kroger/Milestone

Texas Capital Fund Grant funded extension of water, sanitary & storm sewers, and paving to serve the proposed Kroger/Milestone Commercial Development. Includes construction administration/project mgmt

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Cotton, Carlos	Bellaire, TX United States	X	
Jones, James	Bellaire, TX United States	X	
Synatschk, Tobin	Bellaire, TX United States	X	
Aylward, Robert	Bellaire, TX United States	X	
Black, Clayton	Bellaire, TX United States	X	
Kennedy, Bryan	Plano, TX United States	X	
Benson, Don	Franklin, TN United States	X	

5 Check only if there is NO Interested Party.



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*Renea McCurny*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Renea McCurny, this the 18<sup>th</sup> day of February, 20 16, to certify which, witness my hand and seal of office.

Amanda Joyce Fondren Amanda Joyce Fondren Proj Acct  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

**PART IV**  
**TERMS AND CONDITIONS**

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

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

2. Termination for Convenience of the City/County. The City/County may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the Firm. If this Agreement is terminated for convenience, the City/County will pay the Firm for actual services rendered up to the termination date, based on the charges for time, labor, expenses and other items specified in the Agreement.
3. Changes. The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.



5. Personnel.

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

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

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

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

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
- a. Governing Body. No member of the governing body of the City/County and no other officer, employec, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
  - b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
  - d. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employec, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

**Federal Civil Rights Compliance.**

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

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

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non-discrimination clause.
  - b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
  - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Firm will include provisions (a). through (c). in every subcontract or purchase order, unless exempted.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

*[If this Contract is greater than \$100,000, include the following Section 3 language:]*

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450c) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and

subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Jones & Carter, Inc  
Bellaire, TX United States

Certificate Number:  
2016-15686

Date Filed:  
02/18/2016

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

2016-04 Pizza Shaack

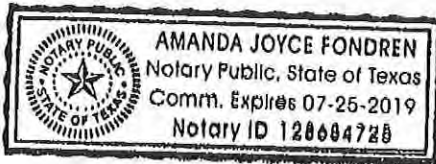
Texas Capital Fund Grant funded extension of water and sanitary sewer to serve the proposed Pizza Shack Commercial Development. Scope of work includes engineering design and project management.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cotton, Carlos	Bellaire, TX United States	X	
Jones, James	Bellaire, TX United States	X	
Synatschk, Tobin	Bellaire, TX United States	X	
Aylward, Robert	Bellaire, TX United States	X	
Black, Clayton	Bellaire, TX United States	X	
Kennedy, Bryan	Plano, TX United States	X	
Benson, Don	Franklin, TN United States	X	

5 Check only if there is NO Interested Party.

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Renea McCurny*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Renea McCurny, this the 18th day of February 20 16, to certify which, witness my hand and seal of office.

Amanda Joyce Fondren Amanda Joyce Fondren Prop. Acct  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

**PART IV**  
**TERMS AND CONDITIONS**

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

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

2. Termination for Convenience of the City/County. The City/County may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the Firm. If this Agreement is terminated for convenience, the City/County will pay the Firm for actual services rendered up to the termination date, based on the charges for time, labor, expenses and other items specified in the Agreement.
3. Changes. The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [*This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.*] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

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

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

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

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

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.



11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

d. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

#### **Federal Civil Rights Compliance.**

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

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

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non-discrimination clause.
  - b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
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16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
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*[If this Contract is greater than \$100,000, include the following Section 3 language:]*

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and

subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



JONES | CARTER

8701 New Trails Drive, Suite 200  
The Woodlands, Texas 77381-4241  
Tel: 281.363.4039  
Fax: 281.363.3459  
www.jonescarter.com

February 18, 2016

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

Re: Submission of Final Plat  
Pizza Shack  
City of Montgomery

Commission Members:

We have reviewed the referenced final plat as submitted by Mr. Zachariah R. Savory, RPLS. Our preliminary plat review comments have been addressed and we find it to be in keeping with the submission criteria set forth in the City of Montgomery's Code of Ordinances. We offer the recommendation that the Commission approve the final plat as submitted pending minor text corrections.

If you have any questions or comments, please contact, Glynn Fleming and or myself.

Sincerely,

Ed Shackelford, P.E.  
Engineer for the City

EHS/gef: lr2

P:\PROJECTS\W5841 - City of Montgomery\W5841-0900-00 General Consultation\2016\P&Z Reports\2-22-2016\Pizza Shack Tract Final Plat Review-P&Z Opinion.doc

Enclosures 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 – City of Montgomery, City Attorney  
Mr. Mike Wilson – Texas Professional Surveying Surveying, Inc.



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February 18, 2016

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

Re: Submission of Final Plat  
King Land  
City of Montgomery

Commission Members:

We have reviewed the referenced final plat as submitted by Mr. Joel Bilyeu, RPLS. Our preliminary plat review comments have been addressed and we find it to be in keeping with the submission criteria set forth in the City of Montgomery's Code of Ordinances. We offer the recommendation that the Commission approve the final plat as submitted pending minor text corrections.

If you have any questions or comments, please contact, Glynn Fleming and or myself.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ed Shackelford', written over a large, stylized circular flourish.

Ed Shackelford, P.E.  
Engineer for the City

EHS/gef: lr2

P:\PROJECTS\W5841 - City of Montgomery\W5841-0900-00 General Consultation\2016\P&Z Reports\2-22-2016\King Tract Final Review-P&Z  
Opinion.doc

Enclosures 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 – City of Montgomery, City Attorney  
Mr. Joel Bilyeu, RPLS – C&R Surveying, Inc.

*Agenda Item 8*

*Will be presented at the  
meeting.*



February 9, 2016

City of Montgomery  
City Council  
101 Old Plantersville Rd  
Montgomery, TX 77316

RE: West Side at the Park Section 1 Pavement Widening @ Commercial Section

During the design phase for West Side at the Park, there were various variance request that were submitted to the City for approval. One of these request was for street width and material, which requested keeping the existing road width and material in lieu of the required 28' concrete curb and gutter road. This would allow Shepherd and Caroline to be 18' wide asphalt road with open ditch. The Council approved the material as asphalt, but required Caroline and Shepherd must be widened to 28'. There was also the stipulation that the frontage of the commercial lot (Reserve A of Westside at the Park Section 1) must be paved with concrete at 28 wide', not asphalt as approved for the remaining parts of the subdivision.

During this Council meeting, it was discussed that the commercial lot would not be developed immediately and that our client would to expand Shepherd once the commercial lot is being developed. Upon our submittal to the City, further discussions were had with the City Administrator (Bill Kotlan, P.E.) at that time. It was our understanding, however never formalized, that Shepherd would not have to be widened at this location until the commercial lot would be developed.

After our initial submittal of construction drawings to the city, comment number 9 required a TXDOT permit for SH 105 and Shepherd. Item 9 on our comment response letter dated June24, 2014 (attached), states "It is understood that the development of the commercial tract is contingent upon this completion per discussion". This comment response refers to the discussion that was had between the City administrator, Public Works Director (Erik Smith), Chris Cheatham and L Squared Engineering that the widening of this intersection and portion of road fronting the commercial lot would be constructed during the development of the lot itself, not during this phase of construction for the residential portion.

As Westside at the Park is finishing its construction, the expansion of this portion of Shepherd remains on the punch list from the City Engineer. We request the City formally allow this section of Shepherd Street be expanded later upon the development of the commercial property. We understand that no





C.O (Certificate of Occupancy) may be issues on Reserve "A" of West Side at the Park Sec 1 until the road is completed to the City's satisfaction.

Please feel free to contact me at any time if you have any questions.

Thank you,



E. Levi Love, PE  
L Squared Engineering  
936-647-0420 Main  
936-689-2006 Mobile  
Levi@L2Engineering.com

Cc: Glynn Fleming, P.E., Jack Yates



**To:** Bill Kottan PE, City Administrator  
**From:** E. Levi Love, PE  
**cc:** Erik Smith, Director of Development  
**Date:** June 24, 2014  
**Re:** West Side at the Park Construction Plan Comments

---

Please find your list of comments with our explanation or description of revision in **bold underline** below:

1. Show utility easement for new city water line found on SH 105 frontage of Reserve A.  
**This has been added to the plans submitted with this memo.**
2. Correct plan notes on background that state sanitary sewer line and easement to be abandoned in locations where the easement and line will remain in place. Provide documents to abandon only the portion of the easement that will in fact be abandoned.  
**This has been added to the plans submitted with this memo.**
3. Show and correctly label existing water and sewer lines on the project within 200 feet. In particular, show full extent of the 6-inch sewer lines near the existing manhole at corner of Shepherd and Caroline. Also show the 12-inch water line along SH 105 and label the water line on Caroline.  
**This has been added to the plans submitted with this memo.**
4. Provide notes detailing the removal and backfill of existing sanitary sewer lines and manholes. Specify that sanitary sewer shall remain in operation and provide for bypass pumping as necessary to maintain continuous operation.  
**This has been added to the plans submitted with this memo. Please see the demolition plan.**
5. Provide and specify guardrails along road that meet traffic safety standards.  
**This has been added to the plans submitted with this memo.**
6. Detail culvert crossing, headwalls, swales, erosion protection, etc. at Caroline and at alley crossing creek.  
**This has been added to the plans submitted with this memo.**
7. Provide fence or handrail along top of bulkhead at proposed channel between lots 5 and 6.  
**This has been added to the plans submitted with this memo.**
8. Provide adequate erosion protection such as concrete paving in ditch, concrete riprap, gabions, etc. at steep slopes, transitions and culvert outfalls where velocities would cause erosion.  
**We have added buried rip-rap at key locations in the attached plans, mainly at the exit of culverts and at the transition from the channel to the road crossing culverts. This was done via a specific design at the road crossing and then by a general note on the Drainage Plan. Additionally, we have re-analyzed the ditches and channel for the actual flow they should experience for the actual minimum criteria storm they should be designed for according to the Montgomery County Drainage Criteria Manual. We have found that the relative velocities are less than or within 0.25 FPS of 5 FPS, which is the maximum limit established in the same manual. The short distance between culvert entrances and exits in the most extreme velocity location is expected to further mitigate the velocities. Please find the updated spreadsheet for actual design velocities attached.**

9. Provide TxDOT permit for SH 105 and Shepherd.  
A note is present in the plans. It is understood that development of the commercial tract is contingent upon this completion per discussion.
10. Provide a single sanitary sewer lead for each lot including commercial.  
This has been added to the plans submitted with this memo.
11. Provide a single 1" water lead for each lot including commercial.  
This has been added to the plans submitted with this memo.
12. Extend 8-inch water line east along Caroline to location of first water lead and provide Fire Hydrant prior to reduction to 2-inch.  
This has been added to the plans submitted with this memo.
13. Label pavement markings, signs, etc.  
This has been added to the plans submitted with this memo.
14. Provide temporary cul-de-sac and temporary off-site casement at end of Caroline.  
Sec. 78-9Li.2 requires temporary turnaround for streets more than 400' in length. Additionally, the distance of the dead end is less than the 150' allowed for fire truck turnarounds by the IBC. Finally, the alley serves to reduce this distance even further. Based on these facts, we request that the street remain as designed.
15. Move sidewalk crossing Caroline to west to avoid manhole #3.  
This has been added to the plans submitted with this memo.
16. Move Manhole No. 3 north to make sewer line parallel to road.  
It may not have been obvious at the time of review, but MH #3 needs to stay in its location to preserve the existing 6" sanitary sewer tie-in locations at that manhole. After receiving this comment we did look at relocating MH#4, but we felt it was better to keep it further off of the roadway.
17. Field verify depth of sanitary sewer line at both tie-in locations prior to construction.  
A callout has been added to the plans submitted with this memo.
18. Provide adequate cover on sanitary sewer line crossing creek at Caroline Station 1+00.  
We are proposing a section of casing to be installed to protect the sewer crossing. Essentially we are treating this as a creek crossing that is not elevated. This is our best solution without adding a lift station and we request that this be allowed.
19. Identify volume and page on existing drainage easement.  
A callout has been added that references the Jadal Manor I Plat and recording information is already shown for that plat.
20. Provide a grading plan and minimum slab elevations for lots 5, 6, 7, and 8.  
Finish floor elevations have been established and labeled for these lots. We would prefer to have the grading plan be submitted based on the final architectural design of the building at the time of permitting to accommodate the possibility of split-level homes or elevated structures that preserve surrounding vegetation.
21. Provide a no negative impact statement for drainage on adjacent properties.  
This has been added to the plans submitted with this memo.
22. Provide street lighting.  
The owner is currently working on plans for specialty lighting. We request that this be submitted separately from these plans and we recognize that final acceptance will not be possible without this comment being addressed.

Please find a revised set of plans and supplementary drainage spreadsheet attached with this memorandum.

Drainage Channel Capacity

Depth	Sideslope (ft):1	Bottom Width	Top Width	Area (A)	Wetted Perimeter (P)	R=(A/P)	Slope (S) (ft/ft)	Roughness (n)	>>>>	Q <sub>capacity</sub> (CFS)	V <sub>full flow</sub> (FPS)	DRAINAGE SEWERAGE FLOW	Capacity?		
														Q <sub>capacity</sub> (CFS)	V <sub>full flow</sub> (FPS)
3.1	0	10	10.00	31.00	16.20	1.91358025	0.0075	0.04	>>>>	153.76	4.36				
1	3	0	6.00	3.00	6.32	0.47434165	0.0075	0.04	>>>>	5.87	1.96				
Total:											159.63			156.44	Yes

Roadside Ditch Capacity

Depth	Sideslope (ft):1	Bottom Width	Top Width	Area (A)	Wetted Perimeter (P)	R=(A/P)	Slope (S) (ft/ft)	Roughness (n)	>>>>	Q <sub>capacity</sub> (CFS)	V <sub>full flow</sub> (FPS)	DRAINAGE SEWERAGE FLOW	Capacity?		
														Q <sub>capacity</sub> (CFS)	V <sub>full flow</sub> (FPS)
1.56	3	0	9.36	7.30	9.87	0.73997297	0.03	0.04	>>>>	38.43	5.26				
Total:											38.43			37.98	Yes

SUPPLEMENT TO WEST SIDE @ THE PARK  
CONSTRUCTION PLANS.

L 2 JOB # 10152

5/24/2014



*[Handwritten Signature]*

L2 Engineering, F-11235

## FINAL INSPECTION - PUNCH LIST

Project: West Side at the Park, City of Montgomery

JC Job No.: W5841-0900-15

Inspection Date: 12/9/2015

Contractor: <u>Boyd Services</u>	Construction Engineer: <u>N/A</u>
Sub Contractor: <u>N/A</u>	Field Project Representative: <u>N/A</u>
Owner: <u>Chris Cheatham</u>	Design Engineer: <u>L Squared Engineering</u>

An Inspection was conducted on the referenced project by Jones & Carter, Inc. on behalf of the City of Montgomery at 3:00 pm on the above date. The following items are to be corrected or completed to comply with the approved construction drawings:

Item No.	Description	Date Comp.	City Eng Sign Off
1	No sanitary sewer leads are present to serve Lot Nos. 1 and 2		
2	Sanitary sewer MH No. 2 Reset rim, re-wipe interior, remove construction debris		
3	Sanitary sewer MH No. 3 Re-wipe interior		
4	Water service to Lot No. 2 appears to extend well beyond property line.		
5	Water service to Lot No. 5 is oriented incorrectly.		
6	Water service to Lot No. 7 is oriented incorrectly.		
7	Water service to Lot No. 9 is oriented incorrectly.		
8	Drawings show drainage swale west of Lot No. 1.		
9	Drawings specify fence/bulkhead around swale located west of Lot No. 5		
10	Stop signs at the intersection of Caroline and Shepperd not installed.		
11	Alley paving between to Lot Nos. 10 and 11 not installed.		
12	Per J. White access easement has been relocated west of Lot No. 7		
13	Alley paving ends behind Lot No. 10 and must be extended to serve Lot No. 11		
14	Proposed sidewalks, handicap ramps, etc. are not installed.		
15	All fire hydrants shall be coated to match City design criteria.		
16	As-builts shall show that B/O was not installed on Caroline.		
17	Ditch fronting Lot No. 9 is completely blocked. Regrade and reshape.		
18	Turf must be established in all roadside ditches.		
19	Drawings specify stamped/patterned concrete at bridge crossing on Caroline.		
20	Drawings specify stone veneer at bridge crossing.		
21	All culverts are heavily silted. Clean all culverts and reestablish SWPP until turf is established.		
22	Expanded concrete paving north of SH 105 is not installed.		
23	New stop sign and stop bar at Shepperd and SH 105 not installed.		
24	Fill over excavation on SH105 has settled. Raise and match to existing grade.		
25	Raise valve on SH 105 to match existing grade.		
26	Alley paving west of Lot No. 3 shows minor spalling		
27	Redwood spacer west of Lot No. 3 is warped and broken.		
28	Rip-rap northwest of Lot No. 7 shall be raised and enhanced.		

**Attendees:**

Name	Company
Jonathan White-Design Engineer	L Squared Engineering
Danny Boyd-Contractor	Boyd Services
Mike Muckleroy-Public Works Foreman	City of Montgomery
Glynn Fleming, PE-City Engineer	Jones   Carter

DRAWING ISSUES/REVISIONS

No.	DATE	BY	COMMENT

**PROJECT TITLE**  
**WEST SIDE AT THE PARK**  
**SITEPLAN EXHIBIT**

**ENGINEER CONTRACT INFO:**  
**ENGINEER:** L. SQUARED ENGINEERING  
**PROJECT LOCATION:** WEST SIDE AT THE PARK SECTION 1-A  
**CITY:** MONTGOMERY, TEXAS  
**COUNTY:** MONTGOMERY, TEXAS

**CLIENT:**  
 City of Montgomery  
 1500 North 17th Street  
 Montgomery, TX 75134

**SCALE:**  
 1" = 100'

**PROJECT TITLE**  
**WEST SIDE AT THE PARK**  
**SITEPLAN EXHIBIT**

**ENGINEER CONTRACT INFO:**  
**ENGINEER:** L. SQUARED ENGINEERING  
**PROJECT LOCATION:** WEST SIDE AT THE PARK SECTION 1-A  
**CITY:** MONTGOMERY, TEXAS  
**COUNTY:** MONTGOMERY, TEXAS

**CLIENT:**  
 City of Montgomery  
 1500 North 17th Street  
 Montgomery, TX 75134

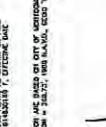
**SCALE:**  
 1" = 100'

**PROJECT LEGAL DESCRIPTION:**  
 WEST SIDE AT THE PARK SECTION 1-A  
 MONTGOMERY, TEXAS  
 MONTGOMERY COUNTY, TEXAS

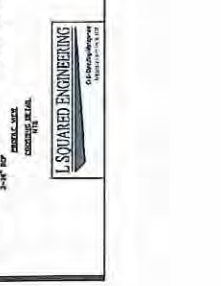
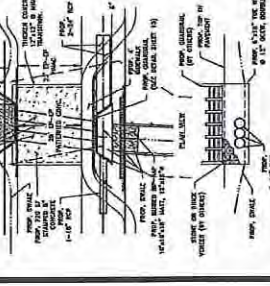
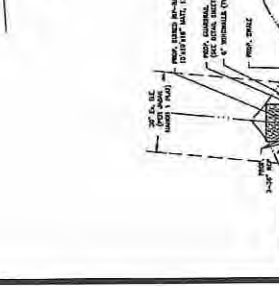
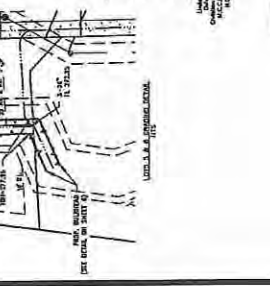
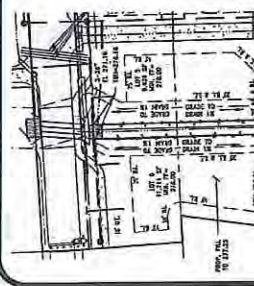
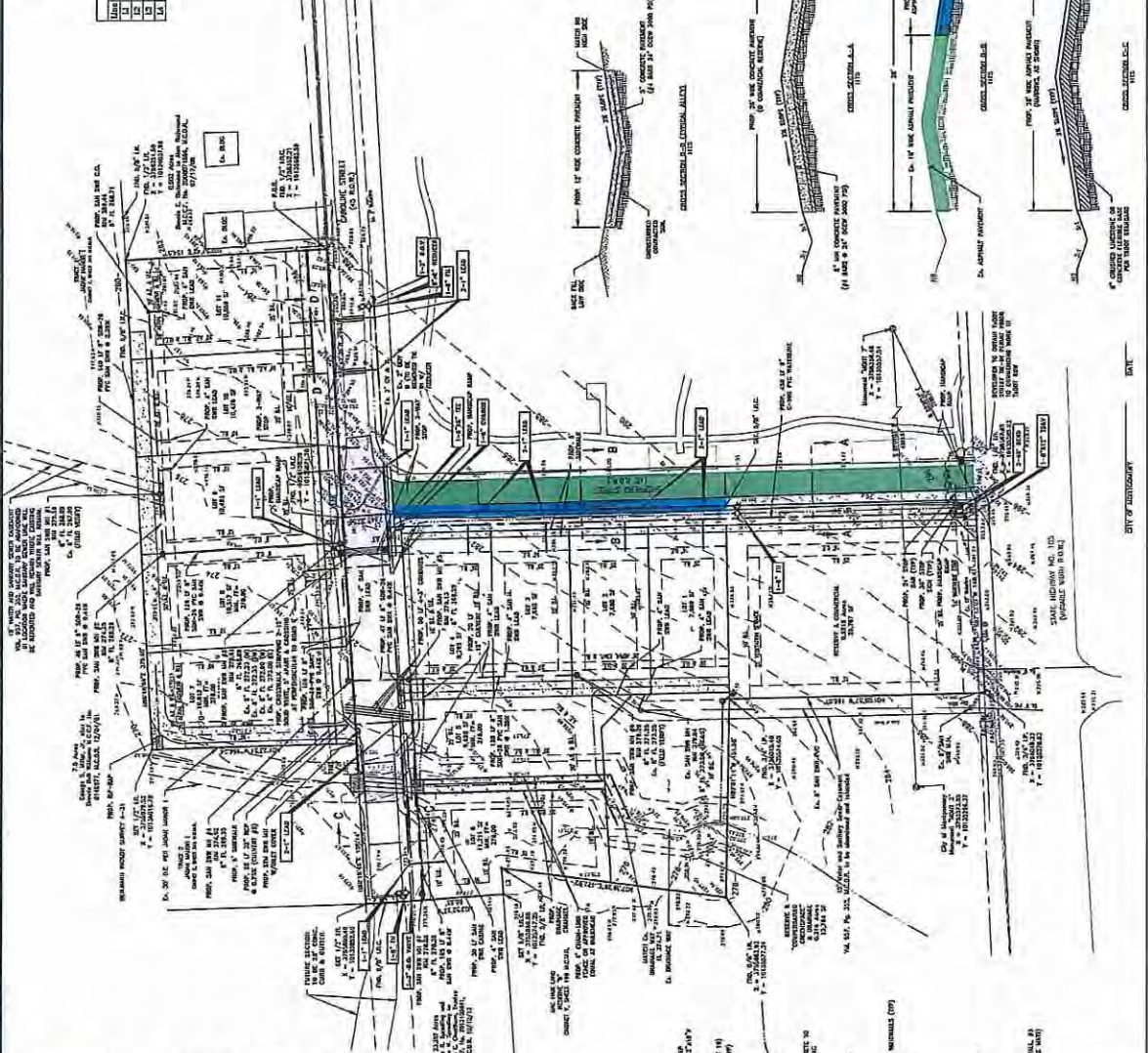


**LEGEND**

---	EXISTING SANITARY SEWER
---	EXISTING WATERLINE
---	EXISTING STORM SEWER
---	EXISTING GASLINE
---	EXISTING BUILDING LINE
---	EXISTING DRIVEWAY
---	EXISTING DRIVEWAY
---	EXISTING HIGH BANK
---	EXISTING TOP OF BANK
---	EXISTING FENCE
---	PROPOSED STORM SEWER
---	PROPOSED STORM SMALL
---	PROPOSED SANITARY SEWER
---	PROPOSED WASTEWATER
---	PROPOSED HIGH BANK
---	PROPOSED FASBENT
---	PROPOSED ASPHALT
---	PROPOSED CONCRETE



LINE NUMBER	DESCRIPTION
L1	100'-0" X 100'-0"
L2	100'-0" X 100'-0"
L3	100'-0" X 100'-0"
L4	100'-0" X 100'-0"
L5	100'-0" X 100'-0"
L6	100'-0" X 100'-0"
L7	100'-0" X 100'-0"
L8	100'-0" X 100'-0"
L9	100'-0" X 100'-0"
L10	100'-0" X 100'-0"
L11	100'-0" X 100'-0"
L12	100'-0" X 100'-0"
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L99	100'-0" X 100'-0"
L100	100'-0" X 100'-0"



No.	DATE	BY	COMMENT

**L SQUARED ENGINEERING**  
 Civil/Geotechnical Engineering  
 10000 West 10th Avenue, Suite 100  
 Denver, CO 80202  
 Phone: 303.755.1100  
 Fax: 303.755.1101  
 Email: info@lsquared.com

# WEST SIDE AT THE PARK SITEPLAN EXHIBIT

**PROJECT TITLE**  
 WEST SIDE AT THE PARK  
 3123 SW 4th Street, Suite 200  
 Denver, CO 80202

**PROFESSIONAL CONTRACT INFO:**  
 3123 SW 4th Street, Suite 200  
 Denver, CO 80202  
 303.755.1100

**PROJECT LOCATION:**  
 600 BLOCK OF CAVALIER STREET  
 DENVER, CO 80202

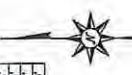
**PROFESSIONAL LEGAL DESCRIPTION:**  
 PROJECT NO. 18-0010  
 SUBDIVISION OF 2.34 ACRES

**SCALE:**  
 1" = 10' (GENERAL)  
 1" = 20' (DETAILS)

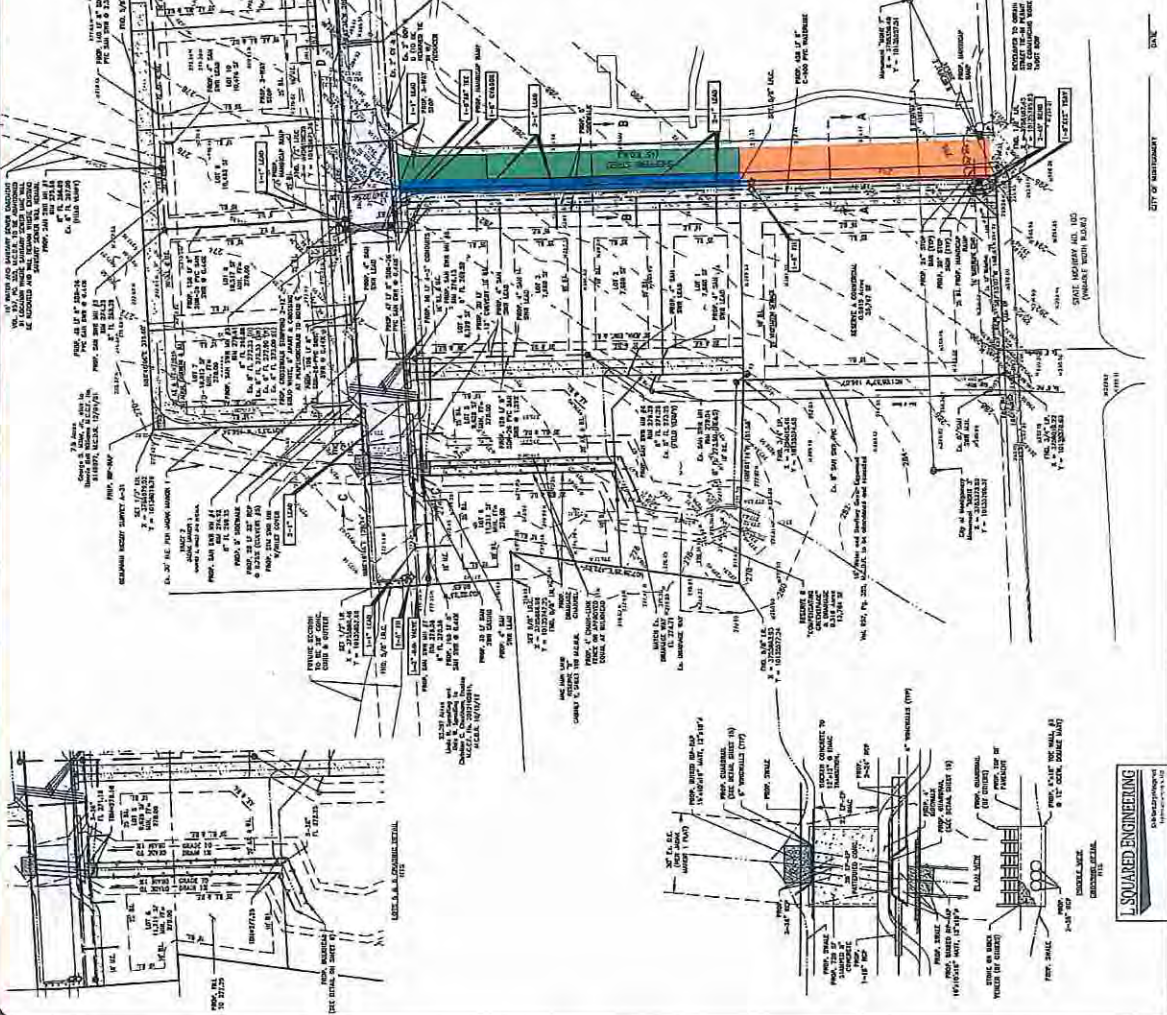
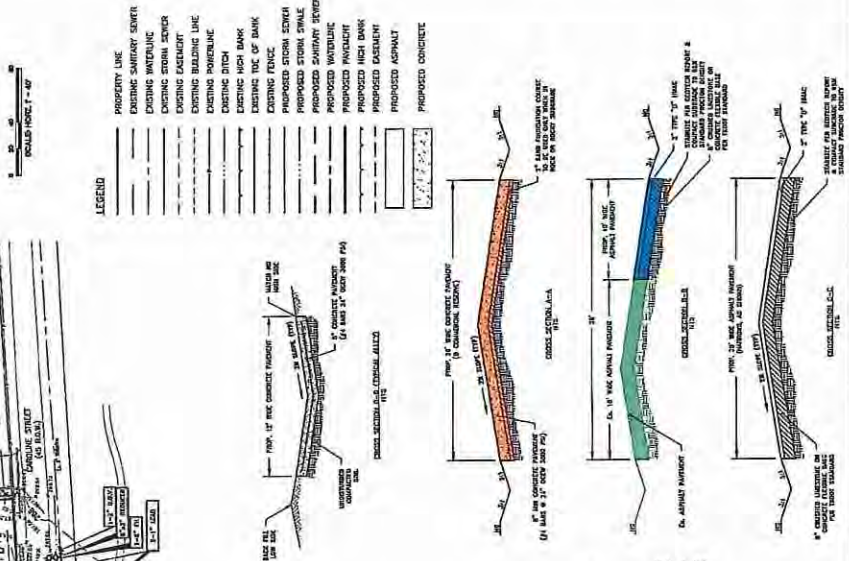
**DATE:**  
 11/15/2018

**PROJECT NO.:**  
 18-0010

**FLOODPLAIN**  
 THIS PLAN IS SUBJECT TO THE FLOODPLAIN REGULATIONS OF THE CITY OF DENVER. THE FLOODPLAIN REGULATIONS ARE AVAILABLE AT THE CITY OF DENVER, 1000 WEST 10TH AVENUE, DENVER, CO 80202.



LINE STYLE	SYMBOL	DESCRIPTION
---	---	PROPERTY LINE
---	---	EXISTING WATERLINE
---	---	EXISTING STORM SEWER
---	---	EXISTING SANITARY SEWER
---	---	EXISTING POWERLINE
---	---	EXISTING HIGH BANK
---	---	EXISTING TIE OF BANK
---	---	PROPOSED STORM SEWER
---	---	PROPOSED SANITARY SEWER
---	---	PROPOSED WATERLINE
---	---	PROPOSED HIGH BANK
---	---	PROPOSED ESCARPMENT
---	---	PROPOSED ASPHALT
---	---	PROPOSED CONCRETE



**L SQUARED ENGINEERING**  
 Civil/Geotechnical Engineering  
 10000 West 10th Avenue, Suite 100  
 Denver, CO 80202  
 Phone: 303.755.1100  
 Fax: 303.755.1101  
 Email: info@lsquared.com



JONES | CARTER

February 17, 2016

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

8701 New Trails Drive, Suite 200  
The Woodlands, Texas 77381-4241  
Tel: 281.363.4039  
Fax: 281.363.3459  
[www.jonescarter.com](http://www.jonescarter.com)

Re: Request for Revision to City Approved Construction Drawings  
West Side at the Park  
City of Montgomery

Mayor and Council:

On December 9, 2015, at the request of L Squared Engineering, we performed a final inspection walkthrough for the water, sanitary sewer, paving, and drainage improvements pertaining to the West Side at the Park development. During this inspection we noted that a portion of the proposed paving on Shepperd Street, fronting Commercial Reserve "A" and immediately north of the intersection with SH-105 was not installed. This is noted as Item No. 22 on the enclosed punch list which was provided to both the Contractor and to the design engineer. In a follow up conversation L Squared stated that Council action taken on either May 20, 2014 or June 10, 2014 granted a temporary waiver for construction of this paving until such a time as the adjacent commercial tract was built out. We have reviewed the official meeting minutes for the referenced dates and found no record of any action taken on this item. As such, L Squared has submitted the enclosed request pertaining to completion of the paving in question. It should be noted that the current paving configuration represents a potential hazard to southbound vehicular traffic on Shepperd Street. As such, we recommend that Council consider the following options regarding completion of the enclosed punch list and subsequent City acceptance of the utility and paving improvements.

- Require completion of the paving improvements in question as shown in City approved construction drawings.
- In lieu of immediate completion of the paving in question, the design engineer shall submit a traffic control plan for review and approval by the City Engineer which includes pavement striping on the non-travel lane and installation of a Type-3 barricade at the southern terminus of the expanded asphalt paving.

If you have any questions or comments, please contact, Glynn Fleming and or myself.

Sincerely,

Ed Shackelford, P.E.  
Engineer for the City

EHS/gef:lr2

\\Wdlsclus\jcwd\PROJECTS\W5841 - City of Montgomery\W5841-0900-00 General Consultation\2016\Letters\West Side at the Park Paving Revision Request.doc





**JONES | CARTER**

Enclosure:

Letter from E. Levi Love Dated 9 February 2016  
West Side at the Park-Final Inspection Punch List  
Excerpt from City approved construction drawings

cc/enc:

The Planning and Zoning Commission – The 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, P.E. – L Squared Engineering

## AGREEMENT REGARDING PARKING VARIANCE

The City of Montgomery, Texas, acting herein and through the city's duly authorized Mayor, hereinafter called "the City," and Kevin Barnes, hereinafter called "the Developer," hereby enter into this Agreement Regarding Parking Variance, hereinafter "the Agreement," and said parties agree to the following:

### I.

The Developer is constructing, or causing to be constructed, a building (the "Building") located at ~~100~~ 401 College Street, Montgomery, Texas. This Agreement pertains to the construction of said building and to a variance related to the required parking spaces for said building, as required by the City's Subdivision's parking regulations.

### II.

Developer agrees to construct the building in accordance with the plans to be submitted and approved by the City. Developer shall construct all parking spaces as identified and set out on said property. Developer's plans are attached to this Agreement as Exhibit "A", and are incorporated herein by reference.

### III.

The City hereby grants Developer a variance to its parking requirement regulations, and agrees that construction of all parking spaces as identified and set out in the plans attached to this Agreement as Exhibit "A" will be deemed compliance with all City Regulations related to parking for the Building. In consideration of for the City's grant of a variance to its parking requirement regulations due to Developer's inability to construct and maintain the number of parking spaces required by City ordinance, Developer agrees to pay to the City the sum of \$10,000.00. The City agrees to use said funds for the construction of various off-street parking spaces to service the area in and around the location of Developer's building, and to provide additional parking for the downtown area.

### IV.

Developer shall pay City the \$10,000.00 required by this Agreement as follows: ~~\$52,000~~ 500.00 shall be paid to the City ~~on prior to obtaining from the City a certificate of occupancy February 8, 2016 and \$2,500 to be paid on May 31, 2016.~~ Developer shall pay the remaining \$5,000.00 to City on or before the earlier of the following conditions to occur: (1) the Developer obtains an occupancy status for Developer's building which exceeds of 50% of the total occupancy of Developer's building; or (2) ~~December 1, 2015~~ 2016, whichever comes first.

### V.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in

Montgomery County, Texas. Venue for any action arising under this Agreement shall lie in Montgomery County, Texas.

## VI.

Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City:           City of Montgomery  
                                  P.O. Box 708  
                                  Montgomery, Texas 77356  
                                  Facsimile No.: 936-597-6437  
                                  Attention: Bill Kotlan, City Administrator

If to Developer:        Kevin Barnes  
                                  P.O. Box 1403  
                                  Montgomery, Texas 77356

## VII.

In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

## VIII.

This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party. Further, this Agreement shall be deemed to run with the land.

## IX.

Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

## X.

In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent

reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

**XI.**

This Agreement may be filed in the deed records of Montgomery County, Texas.

**XII.**

The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. The Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind the Developer to same. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective affiliates, successors, assigns, and any other person or entities claiming by, through or under them.

**XIII.**

In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation.

**IN WITNESS WHEREOF**, the parties hereto have caused this document to be executed as of the date first above written.

**CITY OF MONTGOMERY:**

\_\_\_\_\_  
John Fox, Mayor

**DEVELOPER:**

*Kevin Barnes*  
Kevin Barnes  
Address: 19938 Gemstone Drive  
MONTGOMERY, TX 77356

**ATTEST:**

---

Carol Langley, City Secretary

February 11, 2014 minutes

resignation from Daniel Anthony on Planning and Zoning. John Bickford seconded the motion. Jon Bickford, John Champagne, Kirk Jones, Gareth Westlake and Dave McCorquodale all voted for the motion.

10. Consideration and possible action on agreement with Kevin Barnes regarding parking variance for building at 100 College Street

Bryan Fowler, City Attorney explained to the Council that a parking agreement with the City and Kevin Barnes for his parking for the building he will build at 100 College Street would be for the amount to the City of \$10,000.00 for the construction of additional parking spaces as a result of the subject property's inability to meet City regulations and requirements concerning the number of parking spaces.

Discussion was taken on the location of the parking spaces, and amount paid in two payments. Jon Bickford made the motion to approve the parking agreement as written. Dave McCorquodale seconded the motion. Jon Bickford, John Champagne, Kirk Jones, Gareth Westlake and Dave McCorquodale all voted for the motion.

11. Consideration and possible action on lease agreement with Robert H. Peel for City signage on property located at corner of Caroline and McCown

Bryan Fowler, City Attorney announced that the City was leasing a small piece of property from Mr. Peel for a city sign at the corner of McCown and Caroline. The lease term is for 5 years and the rent is \$1.00 per year. Gareth Westlake made the motion to approve the lease agreement as presented. Kirk Jones seconded the motion. Kirk Jones, Gareth Westlake, Jon Bickford, John Champagne, and Dave McCorquodale all voted for the motion.

12. Consideration and possible action on approval of street closure for the Antique Festival in downtown Montgomery for Friday, May 2 through Sunday May 4.

Shannon Reid with the Montgomery Historical Business Association asked permission to close streets in the downtown area, McCown, Caroline, College and John A. Butler would be closed. Dave McCorquodale made the motion to approve the closure of streets as presented for Friday, May 2 through Sunday, May 4. Gareth Westlake seconded the motion. Jon Bickford, John Champagne, Kirk Jones, Gareth Westlake and Dave McCorquodale all voted for the motion.

13. Consideration and possible action on approval of Waste Management notification of service/route change

Bill Kotlan, City Administrator announced that Waste Management stated they would begin picking up trash and recycling on Wednesdays. There will no longer be a pickup on Saturdays.

14. Consideration and possible action on approval of change order #2 on the SH Waterline project

David Besly, City Engineer explained to the Council that a 8"x12" tee and plug is needed at a location for future expansion and the drawing did not have the existing 8" and 6" lines so therefore requiring a modification of the connection at this location. Additional joints of pipe and pipe restraints were included to complete the project. The amount of the change order is \$10,328.00. Jon Bickford made the motion to approve the change order #2 to H2O for \$10,328.00. Dave McCorquodale seconded the motion. Kirk Jones, Dave McCorquodale, Gareth Westlake, Jon Bickford and John Champagne all voted for the motion.



Accurate Utility Supply, LLC  
 1402 Vander Wilt Lane  
 Katy, TX 77449  
 281-391-8100  
[www.accuratemeter.com](http://www.accuratemeter.com)

## Invoice

The City of Montgomery  
 101 Old Plantersville Road  
 Montgomery, TX 77316

Date	2/9/2016
Invoice #	130874

Description	Quantity	Price	Total
Badger Recordall Model LP, 5/8" x 3/4" No Lead Bronze Meter, Plastic Bottom, HRE LCD Endcoder, Orion Cellular Subscription Model	525	\$185.00	\$97,125.00
Badger Recordall Model 55, 1" No Lead Bronze Meter, Bronze Bottom, HRE LCD Encoder, Orion Cellular Subscription Model	13	\$295.00	\$3,835.00
Training: 8 Hours Provided by Badger Meter. 6 Months Unlimited Training Provided by Accurate Meter	1	\$2,500.00	\$2,500.00
Beacon Engagement Fee: This fee includes the licensing, set-up and activation of the utility's BEACON account and Badger Meter configuration work tied to the utility supplied billing interface	1	\$4,500.00	\$4,500.00
Installation, Per Meter Location, 5/8" -1" Meters, Includes Replacing Existing Meter, Drilling Holes in Lid, and Mounting the Endpoint Through a Plastic Meter Box Lid	538	\$45.00	\$24,210.00
Locate and Document GPS Coordinates of Each Meter Installation	538	\$4.50	\$2,421.00
Provisioning of Each Meter and Endpoint into the Beacon Software	538	\$8.50	\$4,573.00
Replace Meter Box Lid Provided by The City of Montgomery	26	\$5.00	\$130.00
Replace Meter Box and Lid Provided by The City of Montgomery	9	\$35.00	\$315.00
Replace Meter Tail	14	\$25.00	\$350.00
Retrofit Existing City Meter to an Encoder Register with Orion Cellular Endpoint. Includes Encoder, Endpoint, and Installation. (Note: Must be Current Model Meter with Available Electronic Output Encoder)	30	\$250.00	\$7,500.00

<b>Total Balance Due</b>	<b>\$147,459.00</b>
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<u>Acct. #</u>	<u>Fund</u>	<u>Amt.</u>
26900	Water Demand fund	27,459
46000	Capital Project	120,000

OK - J. Yates



Accurate Utility Supply, LLC  
1402 Vander Wilt Lane  
Katy, TX 77449  
281-391-8100  
[www accuratemeter.com](http://www accuratemeter.com)

Quote For:  
**The City of Montgomery**  
**Large Meter Replacement**

Description	Quantity	Price	Total
<b>Section 1: Meters, Registers, and Meter Transmitter Unit</b>			
Badger Recordall Model 120, 1.5" No Lead Bronze Meter, HRE Encoder, Orion Cellular Subscription Model, Installed	4	\$850.00	\$3,400.00
Badger Recordall Model 170, 2" No Lead Bronze Meter, HRE Encoder, Orion Cellular Subscription Model, Installed	32	\$950.00	\$30,400.00
Badger Recordall Compound Series, 4" No Lead Bronze Meter, HRE Encoder, Orion Cellular Subscription Model, Installed	1	\$5,550.00	\$5,550.00
<b>Total</b>			<b>\$39,350.00</b>



## Remaining Meter Replacements

2" Meters	Location	Consumption	Rank
13755 Liberty	Mobile School	\$1,000	4
13960 Liberty	Bus Barn	39,000	6
20846 Eva	McBain	45,000	5
20821 Eva	Mont Shop	Off-0	X
20821 #A Eva	Woodforest	18,000	18
20821 #B-F Eva	Insurance/Fedex	5,000	28
20821 #G-L Eva	PO/Coffee	7,000	27
20873 Eva	Subway	22,000	15
20821 Eva	Irrigation	6,000	23
20821 #P Eva	Ricos (closed)	0	31
20821 Eva	Gym	Broken-0	1
20873 Eva	Pizza Shack	164,000	2
21005 Eva	Brookshire	85,000	3
20423 Eva	1st Baptist Church	*100000	30
265 S. Buffalo Springs	Sewer Plant	182,000	21
115 Lone Star Bend.	Assisted Living	33,000	11
20590 Eva	Fire Dept.	15,000	19
20800 Eva	Amegy Bank	27,000	14
401 College	Kemifer Bldg.	6,000	25
780 Clepper	Lefevre Bldg.	8,000	24
202 Bessie Price Owens	Memory Irrigation	74,000	22
14460 Liberty	Jim's Hardware	4,000	26
310 John Butler	Washateria	32,000	12
700 MLK	Intermedate	45,000	7
700 MLK	Intermediate	12,000	20
2500 Lonestar Pkwy	LSCC Irrigation	23,000	16
2500 Lonestar Pkwy	LSCC	4,000	32
2510 Lonestar Pkwy	Tri County Irr.	31,000	13
22825 Hwy 105	High School Irr.	87,000	8
22825 Hwy 105 @ High School	High School Irr.	2,000	34

101 Old Plantersville	City Hall	4,000	33
21105 Eva	Heritage Pl.	39,000	9
<b>1.5" Meters</b>			
115 Lonestar Bend	Assisted Living Irr.	0	29
21101 Eva	Valero	19,000	17
21105 Eva	Heritage Pl. Irr.	31,000	10
<b>22394 Summit Park Dr. Uncle Bobs Changed</b>			
Meter already has endpoint			
Do not replace - Meter has always been off			
Customer had leak last month/abnormal use			
Replace these if we only spend \$8000			

### Proposed Street Names Honoring Important Local Citizens

- **William Harley Gandy**—first Chairman of the Montgomery County Historical Commission; wrote the definitive treatise on Montgomery County History in 1952; he and his wife Martha donated her Atkinson family home on Prairie at Clepper; he assisted the Montgomery Historical Society in the preservation of historic Montgomery buildings; noted history school teacher and history professor at SHSU. Martha still serves on the Montgomery County Historical Commission.
- **Peter J. Willis** and his brother **Richard S. Willis**—successful Montgomery merchants and civic leaders who in 1854 built their homes in Montgomery—“Magnolia” and “Melrose” (Hodge Podge Lodge). They donated land for the “New” Montgomery Cemetery near the City Hall, and donated the church bell in the old Methodist Church. The city of Willis is named for them.
- **Imagine Weisinger**—beloved former Montgomery school teacher and local historian (could be a good name for the high school athletics drive)
- **Timothy Washington**—another highly regarded former Montgomery school teacher whose African-American family ties in Montgomery go back generations.
- **William W. Shepperd**—the founder of Montgomery, along with J.W. Moody, in July 1837. He marketed Montgomery in the *Texas Register* newspaper as an excellent place to live. He bought 200 acres of land from William C. Clark and operated a general store in the Town Creek area before Montgomery was founded. He was the father-in-law of Dr. Charles B. Stewart. He was also the first postmaster of Montgomery appointed in 1838.
- **John Wyatt Moody**—a co-founder of Montgomery along with W.W. Shepperd. He was the first Auditor of the Texas Republic, and used his influence at the Texas Republic capital to help the early development of Montgomery. Originally from Montgomery, Alabama, there are some who believe that Moody and Shepperd named our town for Montgomery, Alabama
- **Nathaniel Hart Davis**—an Alabama lawyer who settled in Montgomery in 1840 where he opened a flourishing law practice with his brother. By 1848, he was elected first mayor of the newly incorporated town of Montgomery. He served in the Somerville Expedition of 1842. He served as a justice of the peace for Montgomery and a district judge. He successfully represented the town of Montgomery in 1874-1878 when it filed suit to overturn the 1874 county election by which Willis was selected the new county seat. He practiced law in Montgomery for 53 years. His descendants have continued to practice law in Montgomery County to this day.
- **Joseph L. Bennett**—a Lt. Colonel at the Battle of San Jacinto, Bennett later was appointed by Sam Houston to command a regiment of mounted gunmen for defense of the Texas frontier. Sam Houston encouraged him to settle in Texas before the fight for Texas independence. His homestead was in the area of the Walmart on Walden Road where a Texas historical marker today commemorates his service to the Texas Republic. In 1842 he was appointed by Sam Houston to command a Montgomery County regiment of cavalry and infantry to repulse the Mexican army in South Texas in what was called the Somerville Expedition.
- **John Marshall Wade**—personal friend of Sam Houston who purportedly accompanied Sam to Texas, John M. Wade manned one of the “Twin Sisters” cannons at the battle of San Jacinto. By

1841 he is the County Surveyor. In April 1845, Wade publishes the first edition of the *Montgomery Patriot*, the first newspaper in Montgomery County.

- **John and Mary Corner**—two of the first colonists in Montgomery County from Stephen F. Austin's Second Colony, who acquired Leagues (4428 acres) of land in May 1831. The John Corner cattle brand was the first in the county. Mary Corner, a widow, sold off 600 acres of her land in 1835 to William C. Clark. He in turn sold 200 acres to W.W. Shepperd who platted the town of Montgomery in July 1835.
- **Dr. E. J. Arnold**—noted physician and civic leader, active in state politics. Originally from Washington-on-the-Brazos, he and Dr. James Howe Price formed a partnership in Montgomery in 1837. In 1845 he constructed his Greek Revival home—the Arnold-Simonton home, which is the only building on the National Registry in Montgomery County.
- **Dr. James Price**—Montgomery prominent physician beginning in 1837 and successful farmer. He and his wife Elizabeth operated the Price Hotel in Montgomery which was a stagecoach stop and hosted a frequent visitor and friend—Sam Houston. His farm land had one of the first cotton gins and grist mills in the county. Dr. Price was on the board of directors of the Central and Montgomery Railroad in the 1870's to build a railroad to transport cotton from Montgomery. Many of his descendants still live in Montgomery. Two of his descendants were 1980's County Surveyor James Price and his sister Bessie Price Owens, a former County Historical Commission chair and noted historian
- **Matthew Winston Cartwright**—a son of a prominent early Montgomery County family, he fought at the Battle of Concepcion, the Battle of Bexar, and then later the Battle of San Jacinto, along with his brother William Peter. His father Thomas Peter Cartwright was a captain in the War of 1812. Sam Houston often hunted bear with the Cartwrights in an area called "Bear Branch." Later Cartwright sons served as soldiers in the Somerville Expedition of 1842 and as Confederate soldiers during the Civil War. Son Lemuel Cartwright was elected County Sheriff in 1866. Another Cartwright served as a WWI private, and delivered the note by Allied Commander Marshall Foché to the troops in the trenches that ordered the armistice of hostilities on November 11, 1918.
- **Thomas Chilton**—a lawyer, U S Representative from Kentucky in 1828, and personal friend of Davy Crockett with whom he lodged while they were both serving in the U S House of Representatives, Chilton is buried in the rear corner of the Montgomery Methodist Church Cemetery on Pond Street. He became an ordained Baptist preacher while still practicing law, and led his cousin Robert Baylor to Christianity. (Baylor later co-founded Baylor University). In 1851 Chilton took a call to pastor at the First Baptist Church of Houston, and then accepted a call to the First Baptist Church in Montgomery in 1853. While delivering a sermon at the church in 1854, he suffered a heart attack and died. Chilton is considered to be the ghost writer of Davy Crockett's autobiography and is believed to be the person who led Crockett to the Christian faith.
- **Raleigh and Polly Rogers**—two of the original settlers in Austin's Second Colony who received a League of land (4428 acres) south of Montgomery in May 1861. They are buried in a family cemetery in the woods south of Montgomery. He raised longhorn cattle, and by 1850 had a

thousand head. In addition he grew cotton on his land which was transported by wagon down the Old Houston Road (Highway 149) that ran through his property.

- **Owen Shannon** and his son **Jacob Shannon**: Each man received a League of Land in May 1831 as part of Austin's Second Colony. Owen Shannon fought in the American Revolution and is buried in the Old Methodist Cemetery on Pond Street. Jacob Shannon's land was where present day Dobbin is located, and it was called "Shannon's Prairie." He is buried in the Jacob Shannon Cemetery on Old Mariah Road west of Dobbin. It was reported that Sam Houston sometimes visited the Shannon home when traveling to Montgomery County.
- **Jesse Grimes**—an early Texas pioneer who first settled near Montgomery and served as the first County Justice (County Judge) of Montgomery County in 1838. His son was one of the men who died at the Alamo. Grimes served as a representative to the Texas Convention of 1833 and the Texas Republic's Constitutional Convention of 1836, where he signed the Texas Declaration of Independence. He later served as a senator and representative from Montgomery County in the Texas Republic. When the western portion of Montgomery County was carved out by the Texas Legislature to create a new county, Grimes County was named for Jesse Grimes.
- **Thomas J Peel** family—generations of Peels have had an impact on Montgomery County and Montgomery. Thomas Ray Peel and his family migrated to Texas by the 1850's. Their son Thomas Jefferson Peel was born in Danville near Willis, served in the Confederate army and operated a popular Peel general store in Montgomery. His son Lester Peel was born in Montgomery in 1870. His son Thomas Jefferson (T. J.) Peel was a colorful but successful Montgomery rancher, county commissioner, and was instrumental in getting the State to pave Hwy 105 in 1949. Their old home still stands near the old high school. "Peel Junction" was a railroad depot for cotton on Peel Junction Road (now Old Plantersville Road) west of Montgomery. The Peel family cemetery is located next to the Old Methodist Cemetery. Bob Peel, a former city councilman, and Sarah Peel Mabry are his children. Travis Mabry is his grandson and former city mayor.



JONES | CARTER

February 18, 2016

The Planning & Zoning Commission  
City of Montgomery  
101 Old Plantersville Rd.  
Montgomery, Texas 77316

8701 New Trails Drive, Suite 200  
The Woodlands, Texas 77381-4241  
Tel: 281.363.4039  
Fax: 281.363.3459  
[www.jonescarter.com](http://www.jonescarter.com)

Re: Requests for Variance  
Heritage Place Medical Center  
City of Montgomery

Commission Members:

The Tract in question is located on the northeast corner of SH-105 (major street) and Houston Street. (secondary street). The developer is requesting a variance from the requirements for driveway spacing based on a lack of sufficient frontage to achieve the required minimum spacing. Section 78-133(d)(1) of the City of Montgomery Code of Ordinances specifies adjacent left, adjacent right, and opposite right corner clearance and commercial driveway spacing is determined by classification of the street as follows:

- Major Streets, 275-feet
- Secondary Streets, 185-feet

Section 78-133(d)(3)(c) of the City of Montgomery Code of Ordinances addresses lack of sufficient thoroughfare frontage as follows:

- c) In cases where a property cannot meet the desirable spacing and currently has no improved access to the site, the City will not deny the property owner an access point. However, the access must be located in such a place to minimize safety concerns.

Our recommendation is that the Commission grant approval of this request as the Tract does lack sufficient thoroughfare frontage to achieve the minimum spacing requirements. Additionally, any point(s) of egress onto SH-105 will require TxDOT review and approval which will include a review of the proposed driveway's proximity to the Houston street intersection.

If you have any questions or comments, please contact, Glynn Fleming and or myself.

Sincerely,

Ed Shackelford, P.E.  
Engineer for the City

EHS/gef:lr2

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JONES | CARTER

Enclosure: Letter from E. Levi Love, PE dated 9 February 2016  
Excerpt from Heritage Place Medical Center Construction Drawings

cc/enc: The Honorable Mayor and City Council – The 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



February 9, 2016

City of Montgomery  
C/O Jack Yates  
101 Old Plantersville Rd  
Montgomery, TX 77316

RE: Heritage Place Medical Center Variance Request for Driveway Placement

Upon the review of the initial submittal of Heritage Place Center, the City commented that the proposed driveways do not meet the required driveway spacing set forth City of Montgomery Ordinance Section 78-133(d)(2).

One proposed driveway fronts Highway 105. The required spacing for this driveway is 275', however the hardship to comply with this ordinance is that there is an adjacent driveway within 275' to the west and east of the proposed driveway. The placement that is proposed is approximately 200' to the east of Houston Street and 200' to the west of the Skinner property driveway. The proposed driveway splits the distance between the closest east and west driveways. This driveway also fronts on a TXDOT highway, which the location has already preliminarily accepted by TXDOT. I request this variance for this driveway spacing be approved.

The second driveway that does not meet the spacing requirements fronts Houston Street. The hardship of complying with this ordinance for this driveway is that the property is not deep enough to achieve the 275' spacing. The proposed driveway is pushed to the back of the property placing it approximately 134' from Highway 105. The proposed driveway is placed as far north as possible, without encroaching on a neighboring property. It is important to note this secondary outlet onto Houston Street was added for safety purposes so that vehicular traffic had the option to exit at the traffic signal on Houston, instead of pulling out directly onto SH 105. Since this is the only option for the driveway location on Houston Street, we request the variance be granted as presented.

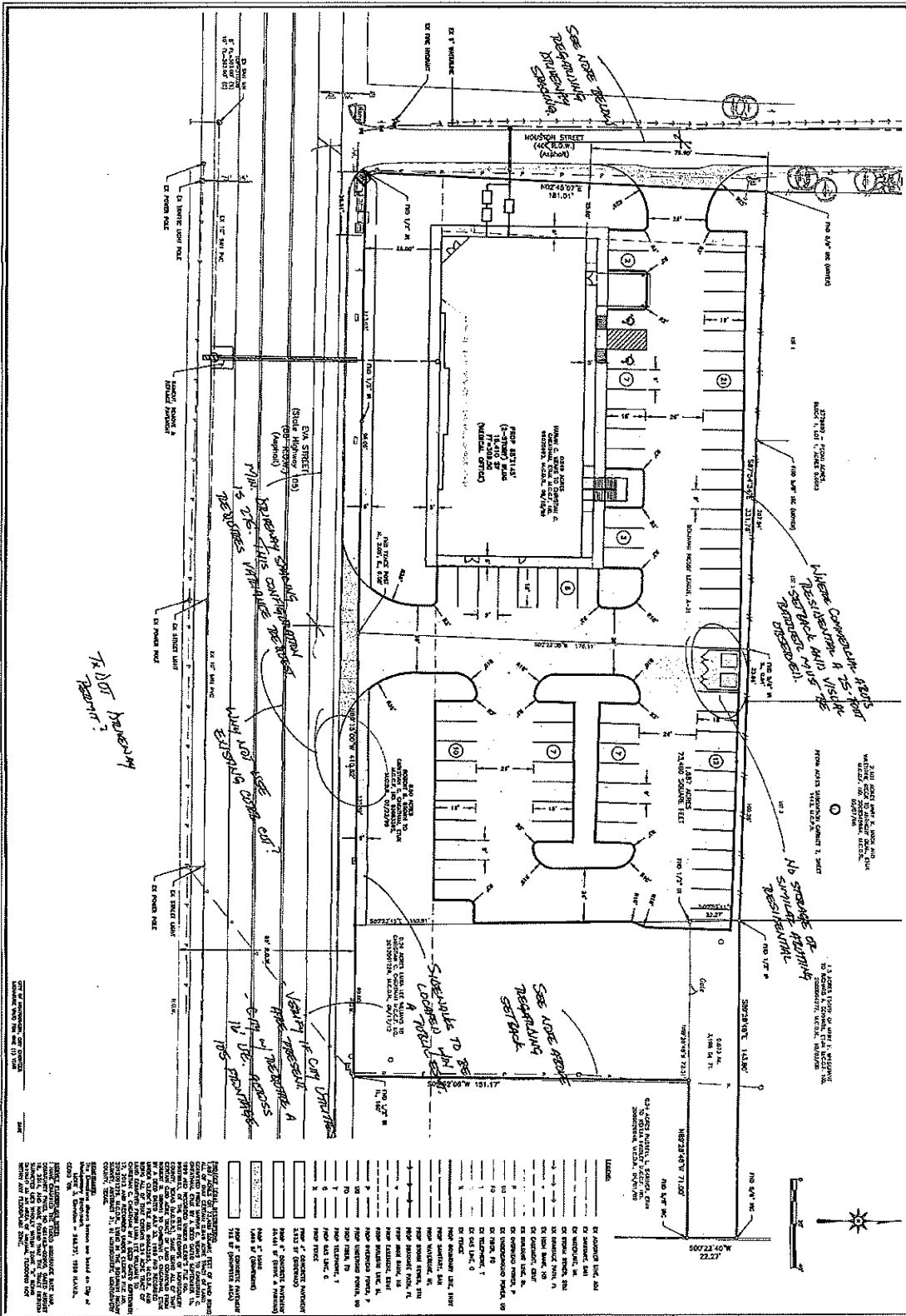
A site plan is attached with this variance request as a reference. Please feel free to contact me at any time if you have any questions.

Thank you,

E. Levi Love, PE  
L Squared Engineering







**HERITAGE PLACE MEDICAL CENTER**

**DIMENSIONAL PLAN & PAVING LAYOUT**

**1. SQUARED ENGINEERING**

ARCHITECTS

1000 W. BROAD ST. SUITE 1000

HOUSTON, TEXAS 77002

PH: 713.629.1000

WWW.SQUAREDENGINEERING.COM

**CONTRACT NO.** 15-0000000

**DATE:** 01/20/10

**SCALE:** AS SHOWN

**PROJECT:** HERITAGE PLACE MEDICAL CENTER

**NO.:** 3