

City Council



Agenda Pack

for

February 9, 2016

Regular Meeting

NOTICE OF REGULAR MEETING

February 9, 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 9, 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 January 26, 2016.

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.
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.
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.
5. Consideration and possible action regarding Memory Park improvements.
 6. Consideration and possible action to establish Wade Street as a public street.
 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.
 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.
 9. Consideration and possible action regarding approval of the Joint Election Agreement for the May 7, 2016 Election.
 10. Consideration and possible action regarding naming of the street on SH 105 approaching the Montgomery High School Sports Complex.
 11. Consideration and possible action regarding electrical work at the Montgomery Community Center.
 12. Consideration of proposed schedule for City Council Workshop Sessions.

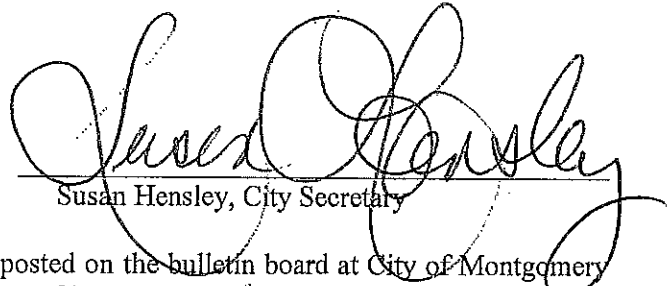
EXECUTIVE SESSION:

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 5th day of February 2016 at 1:45 o'clock p.m. I further certify that the following news media was notified of this meeting as stated above: The Courier

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

To: Mayor and City Council members
From: Jack Yates
Subject: February 9th Council meeting
Date: February 5th, 2016

Item #2 Approving a revised Community and Business Agreement for Texas Capital Fund Infrastructure Project #7215102 with Kroger Texas Limited Partnership— The Agreement is in your packet. Larry Foerster has the opinion that the changes that were made are not substantive to the agreement, and recommends the Agreement as presented. The agreement basically says that the city will provide water, sewer, drainage and street services, as called for in the grant, in return for Kroger to produce 52 jobs and to cooperate with the grant administrator to comply with Texas Capital Fund documentation and other methods of compliance-- and if Kroger in any way fails to comply they are required to pay the Texas Capital Fund any funds that the TCF requests returned (2.15 of the Agreement).

Item #3. Resolution in support of heritage seniors development application to Texas Department of Housing and Community Affairs for funding assistance — This is a resolution supporting the application made by Nantucket Housing, LLC to the state. Support information, provided by the developer, is in your packet.

Item #4. Consideration and possible action regarding accepting the conveyance of the following easements from Ogorchock ATH,-- This is acceptance by the city of various easements required/needed at the Summit Business Park. All of the easements are shown on the final plat, this is your formal acceptance of those easements. The city engineer will provide further information at the meeting. One motion to accept the group of easements will be sufficient

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Item #5 Improvement of Island at Memory Park-- in your packet is a drawing showing the bridge and landscape improvements that would happen on an existing island at Memory Park. Also in your packet is the quote from the contractor and the listing of the scope of work.

The cost of the improvement is \$53,530.97----all paid by the Rotary Club of Lake Conroe.

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.

Increased maintenance cost should be minimal for the first several years following installation, after that, replacement of the plants will be a Rotary Club of Lake Conroe issue.

Item #6 Report regarding Wade Street as a Prescriptive Easement of the City --I was contacted by L. A. Washington two weeks ago regarding his claim that he owned, and was paying taxes on, what is now Wade Street. I confirmed this with Montgomery County Appraisal District. I then contacted City Attorney Larry Foerster regarding the matter and he responded as follows:

Based upon what I am told, Wade Street (formerly Worsham Street) has been used as a city street for necessary access to homes along the street for far more than 10 years. I understand it has been maintained by the City and daily used as public street during this time. Therefore, it appears that it has become a public prescriptive easement which has been impliedly dedicated to the City of Montgomery.

A prescriptive easement arises if someone uses part of property without the owner's permission. A prescriptive easement involves only the loss of use of part of a property, for example a pathway or road. Payment of property taxes is not required, as it is to obtain title by use adverse to the property owner.

"EASEMENTS BY PRESCRIPTION" are easements implied by law (they are not express easements) in situations which involve long term adverse uses by the claimant under some color of right. To establish an easement by prescription, the claimant [here, the City] must prove the same elements as in a claim of acquisition of property by adverse possession. Generally the claimant must show that his use of the land was: (a) open and notorious; (2) adverse to the owner's claim of right; (3) exclusive; (4) uninterrupted; and (5) continuous for a period of at least 10 years.

Changes

ESTABLISHING A PRESCRIPTIVE EASEMENT: Typically, a prescriptive easement is created when someone uses land for access, such as a driveway or beach path or shortcut. But many times, a neighbor has simply begun using a part of the adjoining property. After the time requirement is met, the trespasser gains a legal right to use the property. When the trespassing is done by the public, a public right to use property can be created. It is often called an "implied dedication" instead of a prescriptive easement. A public dedication is often created if an owner allows the city or county to make improvements or maintain a portion of his land.

Given the facts as I know them, Wade Street has become a public prescriptive easement or in the alternative, an easement by necessity for other home owners along the street.

I suggest the Council be asked to approve a survey if necessary to describe the metes and bounds area of the road. Once that is done, at a later meeting they can approve a Resolution by which they accept the property as historically being a public easement by prescription.

Mr. Washington understands all of the above and agrees to abide by the process. He did say he would like the street renamed to "L. A. Washington Street ". It may be that another property owner is involved on property that Mr. Washington does not own that Wade Street may intrude into. This may involve contact between myself and the property owner, but should not affect the Council's ultimate action.

Suggested motion: to direct the city administrator to prepare a surveyed legal description for Wade Street in advance of an action by the Council to declare Wade Street as a public easement by prescription.

Item #7. Adoption of an Election Services Agreement by and between the City of Montgomery, Texas and Montgomery County, Texas, by its County Election Officer.- The agreement is in your packet. This calls for the cooperative effort of the County Election Officer with the City Secretary to produce the election.

Item #8 Consideration and possible action regarding adoption of the general election Ordinance -- The ordinance is in your packet. This is the ordinance that calls for the election to be held on May 7 for the purpose of electing a Mayor and city Council members, places two and four.

Item #9 Approval of the Joint Election Agreement for the May 7, 2016 Election.--

The Agreement is with all the other entities in the County that cooperate with the County Election Officer. The cost of the actual election is shared among these entities, for the entities that actually have elections. If the city were to not have an election there would be no cost and we would be out of this agreement.

Item #10 Naming of Street north of State Highway 105, approaching high school athletic field area—

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 105 north to the entrance of the parking area for the football Stadium and the natatorium area of the school's athletic field area. The street has never been named.

I asked the school administration for a suggestion for the name and below is what they sent back to me:

Good Morning Jack,

I had an opportunity to speak with both our superintendent and assistant superintendent. Dr. Rees really liked "Victory".

Mr. Bobby Morris said CyFair had the same situation as us and used both names of their two mascots for various roads, "Bobcat Lane" and "Falcon Drive." Mr. Morris said that that might be an idea if you are choosing to name the other road that runs parallel. One could be Bear Drive and then the other one could be named with our new mascot.

We definitely would NOT want it named "Bear" something without recognition of our second mascot that will be here within the next two years.

Hope this makes sense. Feel free to call me if it does not.

So, perhaps, "Victory Lane" ??

Item #11 Consider and take action to approve electric work at the Montgomery Community Center --Since last meeting Mike Muckleroy has obtained three quotes (the quotes are in your packet) :

Solomon Electric replace all electric in conduit, 23 fluorescent lay-in fixtures \$13,324 replace lights with LED's: \$15,281 will charge only for actual time

Solomon Electric replace all electric in conduit, replacing the lines, not including replacing lights \$11,624 will charge only for actual time

Cooper Electric replace all electric in conduit, 23 fluorescent lay-in fixtures, \$13,160 replace lights with LEDs \$15,085

Haarmeyer Electric— replace all electric in conduit install for emergency fixtures, replace 23 fluorescent lay in fixtures, does not include conduit on the exterior, \$16,481

The apparent low bidder because of the charging for only the actual time is Solomon Electric plus they are local company. The staff recommends the \$15,281 bid of Solomon Electric with the replacement to LED lights. The “logic” of the LED lights is; less energy cost and much longer lasting lights which reduces the frequent labor cost of replacing the fluorescents.

Funding for this project will come from the “Street Contract Labor” item in the budget, it will be transferred to the Public Works line item “Community Center Improvements” for the actual expenditure.

Item #12 Planning for future workshops – Potential subjects for workshops are, I think:

Group One-- water/sewer analysis reports, water and sewer fee review, ordinance regarding connection charges to the City to reflect the cost to the City,

Group Two -- a master plan discussion (as suggested by Randy Moravec/MEDC), Issue regarding Chamber of Commerce/Antiques Festival.

Group Three – review of 2015-16 budget, borrowing plan for remainder of fiscal year.

My suggested schedule: February 9th Get agreement with City Council on dates

February 16 Group One

March 15 Group Two

April 12 Group Three

Items that were considered as workshop sessions that I think I can present/propose at a Regular Council meeting in the next three months:

animal ordinance, tree ordinance, dark sky ordinance

repairs made to the Buffalo Springs Bridge resulting from the failure of the bridge, changes to the zoning/subdivision ordinance suggested by the engineer several months ago, traffic/speed limit issues, landscaping design standards ordinance, Park MOU's

annexation North of present city limits, street planning/improvements, rezoning North 149 to commercial, Bois d'arc road extension, unified fee schedule

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MINUTES OF REGULAR MEETING

January 26, 2016

MONTGOMERY CITY COUNCIL

CALL TO ORDER

Mayor Kirk Jones declared a quorum was present, and called the meeting to order at 6:02 p.m.

Present: Kirk Jones Mayor
 John Champagne City Council Position # 2
 Rebecca Huss City Council Position # 4
 Dave McCorquodale City Council Position # 5

Absent: Jon Bickford City Council Position # 1
 T.J. Wilkerson City Council Position # 3

Also Present: Jack Yates City Administrator
 Larry Foerster City Attorney

INVOCATION

John Champagne gave the 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.

There were no comments made.

CONSENT AGENDA:

1. Matters related to the approval of minutes for the Public Hearing and Regular Meeting held on January 12, 2016.

Rebecca Huss moved to approve the minutes as presented. Dave McCorquodale seconded the motion, the motion carried unanimously. (3-0)

CONSIDERATION AND POSSIBLE ACTION:

2. Consideration and possible action on department reports.

- A. Administrator's Report – Mr. Yates presented his report to City Council. Mr. Yates advised that he had met with several developers during the month. Rebecca Huss asked Mr. Yates about his meeting with Mr. Bowen regarding the Waterstone Development, and whether the waterline issue had been discussed.

Mr. Yates advised that they had discussed the waterline. Mr. Yates advised that Mr. Bowen had said that when he got the plans from the engineer, he would consider placement of that line himself. Mr. Yates said that they gave him a deadline to respond back on the Wednesday before the first City Council Meeting in January and they did not hear back from him. Mr. Yates said that based on previous action by City Council they are going to put the project out for bid. Mr. Yates said that when they receive the bids, they will then ask Mr. Bowen for the funds. Mr. Yates said that if Mr. Bowen pays the funds that will be great. Mr. Yates advised that if Mr. Bowen does not pay for the contract, then they will bring the bids to City Council to award the bid, and ask City Council to discontinue the Development Agreement with Mr. Bowen. Mr. Yates advised that these item(s) would be on the Agenda for one of the meetings in February.

Mr. Yates reported that they now had a new permit processing software that would streamline the process and help the clerk with her duties. Mayor Jones asked whether the software would be on a future Agenda to be presented to City Council for approval or was it done by Mr. Yates. Mr. Yates advised that the cost was approximately \$2,700

and was in the budget, so it will not need additional action and he felt that it was worthwhile to do.

Mr. Yates stated that he had discussed Baja Street drainage with County Commissioner Meador, who said that he would try to work out a couple of days of gradall time. Mr. Yates said that he was also checking on a couple of contractors working in the City to see if they can do the job and the City pay for the work, in the interest of getting the job done. John Champagne said that they need to get the job done.

Mr. Yates advised that the Automatic Water Meter Reading System installation was approximately 75% percent complete. Mr. Yates said they won't know how the system is doing until they have all the meters installed and do a mass reading at one time. Mr. Yates said that the contractor had advised him that with every meter that is installed they check the signal and their office is receiving the signals.

Council Member T.J. Wilkerson arrived at the meeting at 6:12 p.m.

- B. Public Works Report – Mr. Mike Muckleroy presented his report to City Council. Mr. Muckleroy advised that they had 10 water taps, 6 sewer taps, 4 water leaks and 1 sewer inspection during the month. Mr. Muckleroy stated the Fernland docents reported that there were a total of 818 visitors for the month and they provided 28 tours. The lighting at Fernland was installed and looks very nice. Mr. Muckleroy advised that they have repaired some of the walkways with crushed granite due to rain damage, and they are keeping them sprayed with weed killer since they do not have the probationers working at the park.

Rebecca Huss asked if they still had not worked out the issue of the people on probation working at Fernland. Mr. Muckleroy advised that they had not worked it out and he did not think that it was going to happen. Rebecca Huss said that it did not make any sense because they are no closer to a school than they were before. Mayor Jones asked who was the final ruling authority on that issue. Mr. Yates stated that Mr. Don Carter had worked his way up the chain as far as he could go, which is a supervisor at the Montgomery County Detention Center. Rebecca Huss said that she had asked the day

care to check with their licensing person, and they advised that there was no restriction, as far as they knew, with the State, regarding using probationers. Mr. Muckleroy said that he had been advised that there would not be an issue as long as the day care was closed. Mr. Muckleroy stated that the supervisor at the Detention Center knows that on the weekend the day care is closed, but chose not to allow it. Mr. Muckleroy said that it was unfortunate because the probationers had done a lot of work out there. John Champagne asked if the supervisor with Montgomery County had been identified. Mr. Yates advised that he would check with Mr. Carter. Mayor Jones said that he wondered if something could be worked out, because he would hate for it to just die here because somebody said no. John Champagne asked whether the probationers mainly came on Saturday, because he did not remember them ever coming during the week. Mr. Muckleroy said that they usually came on Saturday, but there was one time when they came on Saturday and the day care was having a function on the same day. Mayor Jones said that it seemed like they could work around scheduling. Rebecca Huss asked if Mr. Muckleroy could check with Mr. Carter to see who the last person was that he talked to regarding the matter. Mr. Muckleroy said that he would check on that information.

- C. Police Department Report – In the absence of Chief James Napolitano, Lieutenant Joe Belmares presented the report to City Council. Lt. Belmares advised that the report was not completely finished with all the statistics and numbers because Montgomery County switched over to a new system in late December. Lt. Belmares said that as far as the reports, traffic stops and violation, those numbers are correct. Lt. Belmares stated that their officers continue to remain busy, and as the City continues to grow, so will the call volume.

Lt. Belmares and Officer Bracht attended grant writing school. Rebecca Huss asked if they used professional grant writers or whether they wrote their own grants. Lt. Belmares advised that there was a site that specifically handles law enforcement grants, but if he can get them for free, that is what he will do, because it is basically rewriting what someone else has done. Lt. Belmares said that he was able to do a lot of networking with people at the seminar and got some valuable information.

John Champagne asked if the Department needed anything. Lt. Belmares said that they did not need anything, but reported that they had brought Officer Thompson on patrol since he has finished his training. Lt. Belmares advised that the department has made the position of warrant officer available for the officers. The officers have been given a deadline to submit a letter of interest for the position, and depending on the number of officers that apply they will sit down and have an oral board to determine who will be best for the position. Lt. Belmares said that the warrants officer will also help with code enforcement and other duties as assigned. John Champagne asked if Sergeant Lehn was involved with the process. Lt. Belmares advised that she was involved.

D. Court Department Report – In the absence of Ms. Rebecca Lehn, Court Administrator, Mr. Yates presented the report to City Council. Mr. Yates advised that there had been 331 cases filed during December 2015 and the yearly citations and revenue had more than doubled from last two years.

E. Utility/Development Report – Mrs. Ashley Slaughter, Utility Billing Clerk, presented her report to City Council. Mrs. Slaughter advised that there were 16 new accounts totaling 534 active accounts, with a total revenue of \$51,222.43. Mrs. Slaughter advised that they had 2 permits issued, 1 commercial and 1 residential for a total revenue of \$28,995.51. They had 5 bookings for the Community Building for a total of \$995.00.

John Champagne asked about the 34 idle water accounts and asked if that included new bills. Mrs. Slaughter advised that it did not include new bills, but permits for new taps that are waiting to be hooked up. John Champagne asked what else was included in the idle number. Mrs. Slaughter advised that it would be accounts that are active accounts but do not have active water usage. Dave McCorquodale said that would be like an irrigation meter that just is not running during this time. Mrs. Slaughter said that was correct, possibly someone that cut off their irrigation for the winter.

Mrs. Slaughter advised that the utility billing went live on January 19, so residents can go to the web site and register to pay on line. Mrs. Slaughter said that she is working

with the bank to get automatic bank withdrawal for the customers. Mrs. Slaughter said that there have been 18 people that have signed up and three have paid their accounts.

Rebecca Huss asked about the City account consumptions, where it shows the Community Building irrigation was almost as much as Memory Park in November and December. Mayor Jones said that he did not think that the City should be watering anything right now. Mrs. Slaughter said she would check on the information. Dave McCorquodale asked whether the City had rain sensors on their system. Mr. Muckleroy said that they did have it completely turned off in December just before the Christmas Celebration. Mr. Muckleroy advised that he would look at the system. Rebecca Huss said that she thought it was definitely a lot of water for a small area. Mr. Muckleroy said that it definitely was not a leak, because when they read the meters every month they check them.

John Champagne asked Mr. Yates if he had decided how the City's water usage cost would be accounted for. Mr. Yates advised that for Memory Park and Fernland he was going to write a check from the general fund to the utility fund. John Champagne asked if they had to actually write a check. Mr. Yates said they could either write a check or do a journal entry. John Champagne said that they would talk more about that later.

- F. Water Report - Mr. Mike Williams presented his report to City Council. Mr. Williams said that they had responded to 7 district alerts, which is down from last month that was 14 alerts. On November 17, 2015 lift stations 2, 3, 8 and 10 went into high wet well due to heavy rain. Lift station 3 and 8 had to be pulled and cleaned. Mr. Williams advised since the upgrade to Lift Station 8, they have not been called out, this was just before the upgrade.

Mr. Williams advised that the Cowboy Church called in for low pressure, but upon arrival the operator found the pressure to be 40 psi, which is normal pressure for that side of town. Mr. Williams stated that Lift Station 2 called for high wet well on December 12 and December 13, 2015, and in both instances all 3 pumps were running but could not keep up with flow coming into the lift station due to heavy rain.

Mr. Williams stated that since calibration of the totalizer at Lift Station 2 the previous month, they recorded total flow of 1,517,035 gallons, which is 74.2% percent of the flow at Stewart Creek wastewater plant. Rebecca Huss asked if Mr. Williams knew what percentage of the 1.5 million gallons was rainwater, which would be different from the water sold, minus the volume through the pump, which should be a negative number and your infiltration number. Mr. Williams said that was correct, and said to meter that would be almost impossible. Mr. Williams said that Mr. Muckleroy would be smoke testing the sewer system to find the weak spots.

John Champagne asked about the Cowboy Church, and whether the pressure fluctuated say from 50 psi to 40 psi, and whether it ever got to 50 psi. Mr. Williams said that in his experience, this side of the City has never gotten to 50 psi. John Champagne asked what they were doing for them to think that the pressure was low. Mr. Williams said that the Cowboy Church had a plumber come out and his pressure gauge was inaccurate and was saying it was at 30 psi, when it was actually 40 psi. Mr. Williams said that for the most part Water Plant 3 runs everything, but when the pressure goes down to 40 psi Water Plant 2 booster will come on and pressurize that part of the City. Mr. Williams confirmed that 40 psi was the minimum pressure. Mayor Jones asked what pressure they were shooting for. Mr. Williams said that they were working to keep just Well 4 running.

Mayor Jones said regarding the infiltration issue, a few years ago they made a big effort to go around the City to look for obvious infiltration points, so he was wondering if they needed to do that again, or was that something that they do as part of their normal tasks. Mr. Williams said if you have a sink hole, that is a dead giveaway that there is a broken sewer line, but it should be standard practice to periodically do checks. Mr. Williams said that they found a main leak last week that was draining directly into the sewer line.

T.J. Wilkerson asked how often they do line flushing. Mr. Williams advised they did it once a week. T.J. Wilkerson said that he knew that there were people on FM 1097 that were calling because of brown water. Mayor Jones asked if they would have brown water due to a break. Mr. Williams said that typically if there is high demand

on a line, higher than usual, it can stir the lineup. Rebecca Huss said that with the new meters going in, she expected that when they disconnected the old meter and connected the new meter, they would make sure that no dirt got in the line, but that is not how it works. Rebecca Huss said that the workers were very nice, and while she was standing there watching them work, they asked if she would like them to clean out the line. Rebecca Huss asked the worker if she needed to have that done, and he said yes definitely. Rebecca Huss said that there was no door hanger, so a lot of people are probably getting brown water from the meter installation process.

Mr. Williams stated that they treated 2.044 million gallons at the sewer plant. Mr. Williams advised that they had sold 4.997 million gallons of water and they were able to utilize Well #4 at 93%. Mr. Williams stated that they were 79% percent accountable for the water.

Dave McCorquodale said that with no flushings or leaks this month, why was the water accountability is at 79% percent, because could not tell from the information on page 13. Mr. Williams advised that the most accurate numbers are on page 11 of the water report. Rebecca Huss said that either way, 80% percent accountability is not that great. Dave McCorquodale asked if they had always been pretty close to the 80% percent. Mr. Williams advised that the new meters should give a more accurate account of the water that is being sold in the City versus being pumped. Mr. Williams said that he would typically like to see the accountability up to 95% percent. Mr. Williams said that with water meters they are usually 88% percent accurate. John Champagne said that the return on the investment for the meters should be pretty quick.

- G. Engineer's Report – Mr. Glynn Fleming, Associate Engineer, presented his report to City Council. Mr. Fleming said that they had completed the Sanitary Sewer System Analysis and Master Plan for presentation to City Council tonight. The Texas Capital Fund Grant utility extension for both Kroger and Pizza Shack are underway.

Capital Project No. 1, Water Distribution System Analysis and Master Plan, GST Backfill, is ongoing and they are wrapping up the engineering design. Mr. Fleming

advised that they would meet with the Water Operator and Public Works this week to address any of their comments.

Mr. Fleming stated that Capital Project No. 2, Water line across Town Creek Bridge, as Mr. Yates has stated they feel that they are prepared to advertise for bids in the next two weeks.

Mr. Fleming reviewed the plan reviews that are ongoing. Mr. Fleming said that they have already returned the review comments to Heritage Place Medical Center on January 15, 2016, and they are waiting for revised drawings. Mr. Fleming noted that there was also a letter included to the developer from the City Administrator stating the City's desire to see two mature trees fronting SH 105 preserved.

Mr. Fleming stated that Lake Creek Village, Section Two, has submitted revised drawings that they are prepared to recommend approval. Buffalo Springs Shopping Center, Phase II, had their final plat submission approved by the Planning and Zoning Commission yesterday and is on the agenda for approval.

Mr. Fleming said that Waterside Estates, Section One, submitted a revised preliminary plat, which they reviewed. The plat along with the variance requests were submitted to the Planning and Zoning Commission yesterday, and is also on the agenda for consideration tonight.

Mr. Fleming reported that key construction has been mobilized at the Kroger site, and underway with their earth work and clearing. Mr. Fleming advised that on January 20, 2016 they met with CDA Architects, Gulf Cost Commercial Group, Terra Associates, and the City Administrator to discuss development of a 2-acre tract located on the northeast corner of SH 105 and Lone Star Parkway.

Mr. Fleming said that they continue to have their weekly operations calls. The Annual Water Plant Inspections conducted by TCEQ being coordinated with Public Works and the Operator to be scheduled. Mr. Fleming said that he expects to seek authorization within the next month to move forward with those inspections.

Mr. Fleming advised that today they conducted the one-year warranty inspection of Water Plant No. 3 Improvements Project, which they have a minor punch list of items that they will get taken care of in the next couple of weeks.

Mayor Jones asked about the Kroger project, stating that he had heard that they were on hold because they have to get a permit from TCEQ to get rid of the dirt, and then they must find a State approved site to harvest dirt to bring into the site. Mr. Fleming advised that some of the material contained in the dirt that they were stripping off the site that would be entirely possible. Mr. Fleming advised that he stops by the site at least one time per week.

Mayor Jones asked what could possibly be contaminating the dirt. Mr. Fleming said that he had not heard anything about that problem. Mr. Fleming said that he understood that the Kroger Project had encountered some soils that were not quite the quality that they had expected and was not indicated on their reports. Mr. Fleming said that they have had difficulty stripping vegetation off the site and grading, much less trying to build a structure. Mr. Fleming said that they have been forced to step back and see what they can do to dewater that site. John Champagne asked whether the water table was higher than they expected. Mayor Jones said that there is a spring located near there. Mr. Fleming said that was his understanding, and maybe the soils were more saturated along with the wet Spring that they had, did not help. Mr. Fleming commented that the Rampy Pond, which is just above that location might be seeping into the soil. Mayor Jones said that it was his understanding that the Rampy Pond is spring fed.

Mayor Jones asked Mr. Fleming to advise if he finds out anything regarding the soil condition. Mr. Fleming said that he would be meeting with Mr. Amorosa later this week and he would check in to the matter.

John Champagne asked about the Annual Inspection and Water Plant No. 3 Improvements, and whether Mr. Fleming saw any issues that would impede these taking place. Mr. Fleming said that he did not see any issues that would prevent them

from obtaining the inspection certificate. Mr. Fleming advised that the next step would be to obtain authorization from City Council.

- H. Financial Report – Mrs. Cathy Branco presented her report to City Council. Mrs. Branco said the first quarter budget is showing that the City is above board, which is good. Mayor Jones asked what that could be attributed to. Mrs. Branco said for the most part they are over on tap fees and late charges. Rebecca Huss said that last year they had to do an adjustment that knocked off \$60,000 off right from the start out of revenue.

Rebecca Huss said that it looked like the Utility Fund expenses for health insurance, employment insurance and all of that was zero, on page 34. Mrs. Branco said that she makes a quarterly adjustment from the operating fund to the utility fund.

Rebecca Huss asked about the fact that they were already \$6,000 over budget on trash collection, Item 26399 under contract service. Mr. Yates said that it should be a standard amount each month. Mr. Yates noted that there was an extra payment to them. Mrs. Branco said that there was an increase after the budget had been adopted. Rebecca Huss said that the contract amount was the same as the previous amount. Rebecca Huss said if it is over \$2,000 per month it will be a nasty surprise. Mayor Jones said that it was probably a timing issue. Mrs. Branco said that she would check into that information.

Mrs. Branco reviewed the account balances stating that the City had a total amount available in operating funds of \$972,000, capital projects at \$200,000 and debt service at \$183,000. Mrs. Branco advised that a debt service payment would be due on March 1 in the amount of \$400,000. Mrs. Branco said that if they did not receive enough taxes to bring them up to that amount, they have a provision that is already set aside in debt service, that they would transfer money from Montgomery EDC to cover the amount until such time that they have enough funds to cover the payment. Montgomery EDC account balance is \$613,000. Mrs. Branco advised that the total amount of funds available to the City is \$2,204,761.

Mrs. Branco advised that they were under the amount of sales tax that was expected because of an overpayment taken out for \$130,000. Mrs. Branco stated that they were also over on wages and repairs and maintenance on minor streets, which all attributed to the \$103,000 deficit income. Mrs. Branco said that pretty much everything else remained the same.

Mr. Yates advised that \$86,000 was the capital outlay that they spent, and they were shorted \$92,000 on the sales tax this month because of the overpayment by a tax filer. Mr. Yates advised that the State would pay that amount back to the City and then take it out of the sales tax over the next year or two to pay back the State Comptroller.

John Champagne asked what the total deficit was. Mrs. Branco advised it was \$103,000. John Champagne asked how long the State would allow them to make payments. Mr. Yates said it would be over a couple of years. Rebecca Huss said that the money really does not belong to the City, and gives the City the idea that they have the money, when they don't. Mrs. Branco said that during the month of January they \$236,764 collected, which is an unusual amount. Mrs. Branco advised that during the first quarter of the year the budgeted items are purchased and then as the year progresses the budget will level out.

John Champagne moved to accept the departmental reports as presented. T.J. Wilkerson seconded the motion, the motion carried unanimously. (4-0)

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

AN ORDINANCE OF THE CITY OF MONTGOMERY, TEXAS GRANTING A SPECIAL USE PERMIT TO TONY JACKSON FOR USE OF A PORTION OF PROPERTY LOCATED AT 22868 FM 1097, MONTGOMERY, TEXAS 77356, FOR SEASONAL FIREWOOD SALES; ESTABLISHING CERTAIN TERMS, CONDITIONS AND LIMITATIONS; PROVIDING FOR PENALTY, SEVERABILITY, AND EFFECTIVE DATE.

Mr. Yates advised that Mr. Jackson is selling firewood so he had Code Enforcement Officer Bauer go out and speak to Mr. Jackson. Mr. Yates stated that Mr. Jackson then sent a letter to the City applying for a Special Use Permit. Mr. Yates said that Mr. Jackson understands the

terms of the Special Use Permit and is willing to comply. Mr. Yates said that it looks like he can comply with everything except the insurance and the bond, which he will get after approval of the Special Use Permit. Mayor Jones asked whether this would be a new permit. Mr. Yates advised that as far as he knew that was correct. Mr. Foerster said that this would be a new permit.

Mayor Jones said that he would like to emphasize the part of the ordinance that talks about the ability for vehicles to get off of the right-of-way and not creating a disturbance, or being an eyesore. Mayor Jones said they need to keep it neat and clean and off of the road.

Mr. Jackson was present and said that he understood about the permit, but did not know about the bond and insurance information and where did it come from. Mayor Jones asked if Mr. Jackson had seen the ordinance. Mr. Jackson said that he had not seen the information.

John Champagne said that the question was about the insurance bond. Mr. Yates advised that he is required to provide a certificate of insurance for liability as Council has required in the past, which costs approximately \$550, depending on who you obtain it from. Mr. Yates advised Mr. Jackson that the insurance was to protect the people that would be shopping with him and pulling off to the side of the road.

Dave McCorquodale asked whether an antique shop in downtown be covered under the same type of insurance. Mr. Yates advised that they would not. Rebecca Huss said that they would have a premise insurance just like a homeowner that has insurance on the home. John Champagne asked whether homeowner's insurance would cover this permit. Mr. Yates advised that if the person was conducting business, the homeowner's policy probably would not cover it.

Mr. Foerster advised that he thought that there had been both a Planning and Zoning Commission review and a public hearing, and this was just a renewal of an ongoing special use permit. Mr. Foerster advised that the City Secretary advised him that the public hearing had not occurred. Dave McCorquodale said that this was one of the three special use permits that the previous City Administrator had reached out to but did not get any feedback from them so it did not go anywhere.

Mr. Foerster said that the special use permit set out in the zoning ordinance requires both the Planning and Zoning Commission and City Council to review it in a public hearing. Mr. Foerster said that if this is a new permit, then they would need both the Planning and Zoning Commission and City Council to conduct a public hearing for a special use permit, if this was a separate permit that was presented back in 2011. Mr. Yates said that it was a new permit.

Rebecca Huss said that in subsection 8, which discusses what Mr. LeFevre brought up last time about being engaged in the sale of firewood with one extra employee. Rebecca Huss said that she would like to see that language changed to be more specific and state that the person is being “paid for their services to engage in the sale of firewood” rather than somebody that happens to be there drinking coffee and lifts up wood to help his friend. Rebecca Huss said that the current wording could be used to hassle people unnecessarily because you have to prove whether they are engaged or being paid, so she felt that they should be specific about what engaged means. Mr. Foerster said that it would read “one additional paid person”. Rebecca Huss said that would make her happy. John Champagne said that would make him happy also.

Mayor Jones said that based on what is happening now, they need to table this item and get Planning and Zoning Commission and City Council public hearings. Rebecca Huss said that they also need to talk to Mr. Jackson about the bonding, because it sounds like that could be a roadblock as well.

Mr. Foerster said that he thought that what City Council might want to do tonight would be to go ahead and call a public hearing on this matter for their next meeting, so he will have to check the zoning ordinance to see how much notice will be required. Mayor Jones stated that the Planning and Zoning Commission will not have had the opportunity to review the information before the next meeting unless they schedule a special meeting.

John Champagne said in the meantime they will be put on hold to do business and asked if that was correct. Mr. Yates said that he would say so. John Champagne said that he would opt for some allowances since we are the reason for the delay action on this item, and asked whether they could do some type of interim action. Mr. Foerster said that what they are asking for is a

variance to the ordinance, which City Council has the authority to do. John Champagne said that it could be Spring before this is done. Mr. Foerster said that it could be after firewood season. Rebecca Huss said that her only comment is that it is an unfair competition if you are requiring that everyone that has gotten a special use permit to hold insurance, and provide a variance where insurance could be the stumbling block and the applicant decides to go forward. Mayor Jones said that the unfair advantage is potentially caused by the City. Rebecca Huss said that the people that have jumped through the hoops already are the ones at a disadvantage.

John Champagne moved to grant an interim permit that is predicated on a bond and insurance policy being procured prior to implementation of this variance. Rebecca Huss seconded the motion.

Discussion: Dave McCorquodale asked whether they needed to call for tabling of this item and the scheduling of a public hearing at the earliest date. John Champagne said that he would agree. Mayor Jones asked whether this action would satisfy action on this item. Mr. Foerster advised that was correct, and he felt that it puts the public on notice of some action being taken by City Council. T.J. Wilkerson asked whether this would mean that he would still be able to sell wood. John Champagne said that was the whole point. Rebecca Huss said that he could as long as he gets his bond and insurance. Rebecca Huss said that it would be fair because everyone that sells firewood is required to have insurance.

The motion carried unanimously. (4-0)

4. Consideration and possible action regarding review of Special Use Permit for seasonal firewood sales to Roderick Lawson at 14611 Liberty Street, Montgomery, TX 77356.

Mr. Yates advised this is a question of a renewal based on the work of Officer Bauer who, as code enforcement officer, has been checking who has been living up to the terms of the special use permit. Mr. Lawson is not with the insurance and there might be a problem with people being able to pull off the road. Mr. Yates said that there was one other person that is not compliant, Mr. Butler, who Officer Bauer thought would have the insurance by the end of the week, which is the reason he was not on the agenda.

Mr. Yates said that Officer Bauer did not think that Mr. Lawson was doing as well on his compliance.

John Champagne said that he understood that if Mr. Lawson complies with the ordinance in total, he can be renewed. Mr. Yates said that was correct. Mr. Yates advised that Mr. Lawson is not compliant. John Champagne stated that then he can't get a special use permit.

Mayor Jones asked Mr. Lawson whether there was a status pending on meeting the requirements. Mr. Lawson said that he has been told by the officer that he has done an excellent job coming up to compliance, except for the insurance and bond. Mr. Lawson advised that he went to the insurance office this afternoon, and he will pay for the policy and have the policy effective tomorrow morning. Mr. Lawson said that he would turn in the policy to the officer tomorrow so that he can provide the information to City staff.

John Champagne moved that if Mr. Lawson is in compliance with the issues outstanding, inclusive of the insurance policy and bond, if he is in compliance, then he move that they approve the renewal of the special use permit, if not, it is rejected. T.J. Wilkerson seconded the motion, the motion carried unanimously. (4-0)

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

AN ORDINANCE ESTABLISHING A POLICY ON CARRYING FIREARMS IN THE MONTGOMERY CITY HALL; PROHIBITING CARRYING OF FIREARMS DURING CITY MUNICIPAL COURT PROCEEDINGS AND IN CITY OF MONTGOMERY MUNICIPAL COURT OFFICES; PROHIBITING OPEN CARRY OF HANDGUNS IN CITY COUNCIL CHAMBERS DURING GOVERNMENT MEETINGS SUBJECT TO THE TEXAS OPEN MEETINGS ACT; ORDERING THE POSTING OF NOTICES UNDER SECTIONS 30.06 AND 30.07 OF THE TEXAS PENAL CODE WHEN APPROPRIATE; PROVIDING EXCEPTIONS FOR PEACE OFFICERS, JUDICIAL OFFICERS AND OTHER PERSONS EXEMPTED BY LAW; PROVIDING PENALTIES; PROVIDING A REPEALING CLAUSE AND A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN

MEETINGS ACT CLAUSE; AND PROVIDING THE EFFECTIVE DATE OF THE ORDINANCE UPON PUBLICATION

Mr. Foerster advised that at the last meeting there was an extensive discussion on how they would proceed with the new open carry law that went into effect January 1, 2016. Mr. Foerster stated that effective January 1, 2016, people who have licenses to carry handguns may carry them openly with exception to certain exceptions, one being the court room and the offices utilized by the court. Mr. Foerster said that another is where there are governmental meetings that are subject to the Texas Open Meetings Act, if the City Council has passed an ordinance that prohibits either open carry or concealed carry or both.

Mr. Foerster said that based on the feedback at the last meeting, this ordinance identifies and directs the City Administrator to place a sign on the glass entrance door or next to the front door to put people on notice that there is a Municipal Court office inside the building. Mr. Foerster said that they were also going to prohibit anybody from carrying an open carry handguns in any governmental meeting, which would include City Council, Planning and Zoning Commission, Montgomery EDC and any meeting that would be subject to the Texas Open Meetings Act.

John Champagne asked whether the sign that would be placed on the door, will identify if a court proceeding is underway. Mr. Foerster said that the ordinance did not address that, but his suggestion was that the sign on the front door would say that the offices of the Municipal Court offices were inside the building. Mr. Foerster said that he would suggest a temporary sign to be placed out front when Municipal Court is in session.

Mr. Yates said that based on Mr. Foerster's comments they had planned to have two new signs on the front doors with one side saying "Municipal Court" with the hours and an arrow pointing to the left, the other side would say "City Hall Offices" with an arrow pointing to the right, then have a temporary sign to be put up when Court is in session.

Mr. Foerster said that he felt that it was prudent for people that are carrying a licensed weapon to know that they are coming into an area where a municipal court is located, because by law

and by their training they are supposed to know that. Mayor Jones commented that they can go and pay their ticket at the window, but they can't enter the municipal court offices.

Lt. Belmares said that the officers understand that people with a License To Carry might come in and pay a citation, with the controlled access to the inside offices, they do not have a problem with them having access to the hallway.

Rebecca Huss moved to adopt the ordinance as read by the Mayor. Dave McCorquodale seconded the motion.

Discussion: Dave McCorquodale said he had a minor point about the sign lettering that goes on the front door, and suggested all capital letters in San Serif font, because he wanted the door to look good. John Champagne said that he could see his point. Mr. Foerster said that they can leave that up to the City Administrator. John Champagne said that the front entrance is the entrance to this chamber. Mr. Foerster said that he took the front entrance to be the double glass doors at the front of City Hall.

The motion carried unanimously. (4-0)

6. Consideration and possible action regarding Waterside Estates, Section One, variance requests.

Mr. Fleming presented the information to City Council. Mr. Fleming said that this was a proposed single family development with 85 lots that would require four different variance requests since they did not comply with the City Code. Mr. Fleming advised that the information was presented to the Planning and Zoning Commission yesterday and had been approved. Mr. Fleming said that Mr. Mike Glezman, land surveyor, was present. Mr. Fleming reviewed the requested variances with City Council.

Mayor Jones asked Mr. Glezman why they made some of the lots angled instead of straight. Mr. Glezman advised that the developer wanted to slant them to the northeast to have a view down the canal toward the lake. Mayor Jones asked what the average size of the angled lots was. Mr. Glezman said that they were all over the minimum and 75' feet wide. Mayor Jones

said that if they straightened the lots they would still have the same number of lots. Mr. Glezman said that was correct.

Mayor Jones asked for the total acreage and lot number. Mr. Fleming advised that it is just over 60 acres with 85 lots, with two large commercial reserves and some other restricted green space reserves. Mr. Glezman said that the average lot size is 10,000 to 11,000 square feet.

Rebecca Huss said that she would not mind seeing resolution of the other issues with this developer before they move forward with any new developments. John Champagne asked what the issue would be. Rebecca Huss said that the issue of the pipeline under the bridge, which has been delayed, because they have meetings that the developers do not attend. John Champagne said that was a good point. Rebecca Huss said that she would rather not wait until they go out for bids and they decide who is selected, etc., it just needs to get it done.

Mayor Jones asked Rebecca Huss if she would postpone approval of this item pending resolution of the other issue. Rebecca Huss said that was correct.

John Champagne asked if there was a particular reason why the City would want perpendicular lots as opposed to the angled lots being presented. Dave McCorquodale said that when he hears the explanation of the view of the canal as the reason, it made perfect sense to him.

Rebecca Huss said that the City keeps postponing making a decision because there is something new coming up and discussions that never happen. Rebecca Huss said if they are bringing stuff up, there is still an issue of who is paying for the slope failure at the bridge, and who is accountable for the drawings being submitted that were not "as built". Rebecca Huss said that they have an opportunity to have assistance in getting that resolved as well. Rebecca Huss said that by saying "resolved" she did not mean that the City ends up paying everything out of pocket, it is more the responsible party taking responsibility. John Champagne asked whether there was an agreement as to who would cure the problem. Rebecca Huss said that she did not think that there was anything related to the slope failure.

John Champagne asked if they just had not been able to have the parties come together to resolve the matter. Mr. Yates advised that they had attempted to meet with Mr. Bowen several

times. John Champagne said that what he was asking to confirm that Mr. Bowen has not come to the City to resolve these issues. Mr. Yates said that was correct. Mayor Jones said that it will be resolved soon, maybe not in his favor. John Champagne said that Rebecca Huss wants to make this approval contingent upon the issues being resolved. Rebecca Huss said that they need to have a meeting that they attend so that they can make a final determination.

Mr. Foerster stated that what he is hearing from Council is that they are suggesting that they table action on this item.

Rebecca Huss moved to table this item pending resolution of the waterline. John Champagne seconded the motion.

Discussion: John Champagne said that they have been talking about the situation for over two years. Rebecca Huss said that she believed that was correct.

The motion carried unanimously. (4-0)

Mayor Jones asked City Council if they had any concerns about the variances that had been requested. There were no concerns expressed.

7. Consideration and possible action for authorization to proceed with Utility and Economic Feasibility for Waterside Estates, Section One.

Mr. Fleming said that the developer has submitted a request to receive water and sanitary sewer service from the City and with that he submitted his check to open an escrow account. Mr. Fleming stated that those actions initiated the process to begin the Economic and Feasibility Study with authorization from City Council.

Dave McCorquodale moved to authorize moving forward with the Utility and Economic Feasibility Study for Waterside Estates, Section One. Rebecca Huss seconded the motion, the motion carried unanimously. (4-0)

8. Consideration and possible action regarding approval of the Buffalo Springs Shopping Center, Phase II Final Plat.

Mr. Fleming presented the information to City Council. Mr. Fleming advised that the developer, had received approval by City Council in July 2015 so that Kroger could proceed with their work with one provision that they come to a resolution regarding naming of the future roadway. Mr. Fleming stated that Council Member Wilkerson had suggested naming the road "Gardner Drive" and the developers have agreed to that name, which is the only change to the plat.

Dave McCorquodale moved to approve the Buffalo Springs Shopping Center, Phase II Final Plat. T.J. Wilkerson seconded the motion, the motion carried unanimously. (4-0)

9. Presentation of Sanitary Sewer System Analysis and Master Plan.

Mr. Fleming presented the completed Sanitary Sewer System Analysis and Master Plan. Mr. Fleming said that this was a sister document for the Water System Analysis and Master Plan that was delivered last month. Mr. Fleming stated that he looked at this as the third item in a series of four that they have been working on over the last several months to give them a good planning foothold. Mr. Fleming advised that the four items included: 1) Water and Sewer Rate Analysis, 2) Water System Analysis and Master Plan, 3) Sanitary Sewer System Analysis and Master Plan and 4) Thoroughfare Plan, which they are proceeding with. Mr. Fleming advised that this was a planning document that will continue to be altered and revised in the years moving forward and development continues. Mr. Fleming advised that information was largely provided by the City's utility operator, with population and growth predictions from Texas Water Development Board. Mr. Fleming then reviewed the information with City Council.

Mr. Fleming said that the underlying message as the system stands right now, has the ability to treat all of the flow that is generated in the City. Mr. Fleming said that they have identified several facilities both lift stations and gravity lines that are currently operating very near/at or even above their design capacities. Mr. Fleming advised that while the city is able to treat all

of the flow that is generated now, it is something that they need to watch very closely in the coming months and years to make sure that they stay ahead of the curve.

Rebecca Huss asked about the statement on page 12 that said they could not create a model because they do not have enough consistent data points, and how confident was Mr. Fleming that everything is right if they don't have enough data points to create a model. Mr. Fleming stated that they have flow data, so typically, and the way that it was written in the operator's previous contract, they had to visit every lift station at a minimum of every 3 days, and the sanitary sewer treatment plant 5 days per week. Mr. Fleming said that with that schedule, they have some gaps in the data.

Mr. Fleming said that one of the things that they identified, which they were already aware of, was infiltration and inflow, which they call "I & I". This occurs during rain events where storm water makes its way into the system, and unauthorized downspouts going into the system. Mr. Fleming said that he sees a massive problem with I & I. Mayor Jones said that in previous years they had done studies and determined in the older part of town there is probably a lot of pipes that are failing, which is where a lot of the inflow is coming from. Rebecca Huss asked if they could use hourly, 30-second and 15-second water meter data on a map of the City and then the volume from the pump data to figure out where you are specifically having the I&I or at least an area of the City that they are having issues. Mr. Fleming said that they could not do that, because one of the complicating factors here would be is the degree which the lift stations are connected and not isolated.

Mr. Fleming said that they have identified a list of capital projects in the Report, and they have tried to prioritize as best as they could as they see things today, along with their recommendations. Mr. Fleming advised that he has spoken with Mr. Muckleroy about beginning some sporadic smoke testing throughout the City, which will be a good first step.

Rebecca Huss asked if Mr. Fleming had an idea what the really big rain events cost the City. Mr. Fleming said that he thought it would be really easy to identify and work out a cost on how much it would be to treat the water on a per gallon basis.

Mr. Shackelford said that in the Water Sewer Rate Analysis they have identified the cost to collect and treat the sewage per thousand gallons. Mayor Jones asked if the rain events caused the City to have a higher peak expectation for future planning than they should have, where it happens and it is gone. Mayor Jones asked if they had to account for the rain events in capacity. Mr. Shackelford said yes and no, the yes answer is because as you are reporting on a monthly basis to the State what your minimum and maximum numbers are the rainfall numbers are there and included. Mayor Jones said that infiltration has a cost in treatment and planning. John Champagne said that it also included infrastructure.

Rebecca Huss said that if you take May and June and assume 200,000 extra gallons it would cost the City an extra \$54,000. John Champagne said that it would be a whole lot cheaper to find the leaks and infiltration, than to have capital expenditures to raise the capacity.

Mr. Shackelford said that the camera and cleaning cost about \$2.50 to \$3.50 per linear foot. Mr. Shackelford said that the City has approximately 95,000 linear feet of gravity sewer that you would investigate. Mayor Jones stated that there was some clay pipe still in the old part of town. Mr. Shackelford said that there is probably still some concrete pipe. Mayor Jones said that he was sure that infrastructure was past its 20 to 30 year warranty period. Mr. Shackelford said that there were solutions that would prevent them from having to dig up pipe, such as sleeving the pipe. Mr. Shackelford said that the Report also talks about some lines having to be upsized because of capacity or lack of capacity in the current pipe, or anticipated development.

Mr. Shackelford said that they were going to recommend getting together with City Council in a Workshop Session to bring all of the information back together and go over some of the details and try to formulate a plan.

Mr. Fleming said that this Report refers to three different options. Mr. Fleming said that have to look at whether they continue to operate one treatment plant, or does it make sense for the City to bring the Town Creek site back on line. Rebecca Huss asked if that would be just the site, not necessarily the plant itself. Mr. Fleming said that was correct. Mr. Fleming said that the biggest question is whether it makes sense operationally and financially for the City to continue operating just one facility or two. Mr. Fleming said if they rule out operating two

facilities, they would need to determine what they would do with the Stewart Creek site, which is the operational facility right now to get it up to par. Mr. Fleming said they would need to determine if they want to expand what is there at the plant, or go in with all new construction. Mr. Fleming said if they decide to operate two plants instead of one, they will need to determine what that does to allow them to begin eliminating lift stations.

Mayor Jones said that because we are a small town, and then they expand piece meal and they build in deficiencies because they have to. Mr. Fleming said that might have been the case in the past, but they are eliminating that process for the future. Mayor Jones said that it does help knowing the future development, where in the past they had no idea when it would occur.

Rebecca Huss asked if they could take out the sentence that said “essentially everything that we operate in the sanitary sewer system needs upgrading and is a safety hazard”, which she remembered reading in one of the drafts. Mr. Shackelford said that they might have taken that out already. Rebecca Huss said that there is a safety hazard involved with almost every piece of equipment in the system. Mr. Fleming said that some are more so than others. Rebecca Huss said that safety needs to be factored in and they need to spend the money on safety.

Mr. Fleming asked that City Council take the document and review the information, and let him know if they have any questions.

10. Presentation and Adoption of City Zoning Map.

Mr. Fleming stated that per the City Code, there is supposed to be a current Zoning Map on file in the City Secretary’s office. Mr. Fleming advised that he and the City Secretary noticed that the map was not up to date, so they worked on it together over the last month to get it updated. Mr. Fleming stated that this was an accurate and current depiction of the City limits, ETJ and zoning classifications. Mr. Fleming said that he wanted to get as much information on the map as possible, so the different development districts and agreements have been included on the map. Mr. Fleming said that he fully expected that they will continue to find other little additions, errors or omissions, so he anticipates bringing the map to Council every

so often for Council to readopt the revised version. Mr. Fleming said that he welcomed any comments and/or suggestions.

Dave McCorquodale asked about the areas in the flood plain and whether they reverted to the surrounding areas. Mr. Fleming said that if the property is within the 100-year flood plain, the property is technically not developable land as it stands right now, which is why there is no zoning classification assigned to the land. Mr. Fleming said that there are methods to have that flood plain revised and redrawn so that they land could be developable.

Dave McCorquodale said that there was a piece of property that is shown industrial that is in the bottom left hand side, in the southwest portion, where one falls on the railroad track, but there is one at the tip of the purple area that is a house. Mr. Fleming said that he fully expects to bring this map back to Council on a regular basis, because some of this data was inherited, some scrounged together and other that is 10-15 years old. Mr. Fleming said that there are areas that make perfect sense, and then there are other areas that don't necessarily add up.

Dave McCorquodale asked what the reasoning was for the multi-family zoning. Mr. Fleming said that he did not have a good reason for that zoning, he is sure that there had to be a reason for it. Mr. Fleming said that the way the ordinance is written right now, it allows for cumulative zoning, which means if you have an area zoned single family you can't build commercial, but if you have commercial you can build a less restrictive area. Rebecca Huss said that she thought that they had fixed that provision. Mayor Jones said that you can go single family, but you can't automatically go multi-family anymore. Dave McCorquodale said that he was talking about the south side of SH 105, where it shows intermittently multi-family and commercial.

Mayor Jones said that City Council has the ability to rezone. Mayor Jones suggested that someone take the map and show the areas where there is no reason why they are zoned what they are, make a list and then run it by the Planning and Zoning Commission. Then bring the map back to City Council and clean the map up. Mr. Fleming said if that is something that Council would like him to look into, he would be glad to identify some areas on the map and make that suggestion. Mayor Jones said that he knew that they would have to have public hearings and the property owners would have a say in the matter, but they need to clean the

map up. Mayor Jones said that most of the problem is in the outskirts of the City where there is nothing going on. Mr. Fleming said that he will certainly work on the map.

Dave McCorquodale moved to adopt the City Zoning Map as presented. John Champagne seconded the motion.

Discussion: Dave McCorquodale said that if they need another voice in reviewing the map, he has a planning degree just gathering dust. Mr. Fleming said that he would send a copy of the map via email.

The motion carried unanimously. (4-0)

11. Consideration and possible action regarding approval of construction drawings for Lake Creek Village, Section Two.

Mr. Fleming presented the information to Council advising that this is Mr. LeFevre's development, and they are requesting to approve the construction drawing, which they have no objections.

John Champagne moved to approve the construction drawings for Lake Creek Village, Section Two. Rebecca Huss seconded the motion, the motion carried unanimously. (4-0)

EXECUTIVE SESSION:

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

Rebecca Huss stated that there were several items that have remained outstanding and she wanted to propose them for discussion during some Workshop Sessions, as follows:

- Animal Ordinance;
- Antique Festival issues;
- The role of the new HMBA, including financing and duties;
- Jones & Carter Design Criteria Manual changes;
- Water and Sewer Rate changes, losses and depreciation and pending expenses;
- Make progress on writing and implementing an ordinance or necessary action in order to have connection charges to reflect the cost of connection to the City;
- Repairs to the bridge slope failure and where they are going from here; and
- Grants.

Mr. Foerster said that Juanita Stanley was the grant writer for Montgomery College, and she retired and is now teaching grant writing at Lone Star College. Mr. Foerster said that he thought that she would probably do some consulting work.

Rebecca Huss said that they have a lot of things on their plate right now and somehow things keep getting added and they are not moving anything off of the backend, so they need to figure out how to move that forward.

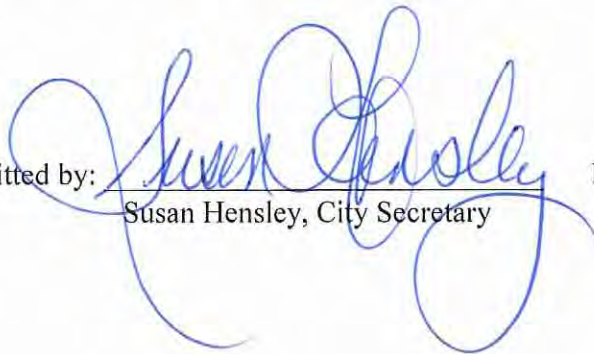
John Champagne asked if Rebecca Huss was requesting a Workshop Meeting. Rebecca Huss said one or two Workshop Meetings. Mr. Yates asked if they would want to schedule a Workshop Meeting once a month for the next three months. Rebecca Huss said she thought that would be a great idea, and said if there was a need for any administrative help, she had time to provide back up on that.

Mr. Yates said he would work on a schedule for Workshop Sessions and will follow up with an email to City Council.

ADJOURNMENT

John Champagne moved to adjourn the meeting at 8:15 p.m. Dave McCorquodale seconded the motion, the motion carried unanimously. (5-0)

Submitted by:



Susan Hensley, City Secretary

Date Approved: _____

Mayor Kirk Jones

CITY OF MONTGOMERY §
COUNTY OF MONTGOMERY §
STATE OF TEXAS §

COMMUNITY AND BUSINESS AGREEMENT

FOR TEXAS CAPITAL FUND

INFRASTRUCTURE PROJECT #7215102

BETWEEN

THE CITY OF MONTGOMERY, TEXAS

AND KROGER TEXAS LIMITED PARTNERSHIP

RECITALS

WHEREAS, Kroger Texas Limited Partnership (“Company”) and the City of Montgomery, Texas (“City”) are entering into this Community and Business Agreement (“Agreement”) to facilitate the construction and operation by Company of a retail grocery center (the “Grocery Center”), as generally depicted on attached **Exhibit B** (“Site Plan”); and

WHEREAS, Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote local economic development to stimulate business and commercial activity in the municipality; and

WHEREAS, the City has concluded and hereby finds that this Agreement promotes economic development, attracting additional consumers to the City, increasing commercial activity, and generating new tax revenue for jurisdictions in Montgomery County; and

WHEREAS, the City wishes to establish a program (“Program”) with Company and provide incentives to assist with economic development within Montgomery’s corporate limits and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City and Company; and

WHEREAS, City has agreed to facilitate an Infrastructure Project as generally depicted on attached **Exhibit A** (“Infrastructure Project”) in cooperation with Company by entering into the Agreement Between the Texas Department of Agriculture and City of Montgomery Contract No. 7215102 for Texas Capital Fund: Infrastructure attached as **Exhibit C** (“TCF Agreement”); and

WHEREAS, Company has agreed to facilitate an Infrastructure Project as generally depicted on attached Exhibit A in cooperation with City by fulfilling certain requirements of the TCF Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS DESCRIBED IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE CITY AND COMPANY AGREE AS FOLLOWS:

ARTICLE I INTRODUCTORY PROVISIONS

The purpose of this Program is to provide water, sewer, street and drainage improvements as shown in Exhibit B in support of Company's retail business, to be developed in accordance with the performance requirements shown in Exhibit A. Company will create fifty-two (52) full-time equivalent jobs as a direct result of this project. The City and Company agree to and incorporate the Recitals above into this Agreement.

The City's execution of this Agreement constitutes a valid and binding obligation of the City. Company's execution of this Agreement constitutes a valid and binding obligation of Company. Company acknowledges that City is acting in reliance upon Company's full and complete performance of its obligations under this Agreement in making the decision to commit substantial resources to this Program.

This Agreement will become enforceable upon the Effective Date, which is the later of the dates on which the City or Company execute this Agreement. This Agreement shall remain in effect until the City submits close-out documents to the Texas Department of Agriculture ("TDA") pursuant to the TCF Agreement (the "Termination Date"), which must occur no later than October 5, 2018 unless such date is extended pursuant to the term of the TCF Agreement.

ARTICLE II COMPANY REQUIREMENTS

Company makes the following covenants and warranties to City. As required by Exhibit D of the TCF Agreement, Company agrees to timely and fully perform the following; full performance thereof shall be a condition precedent for the City's obligations herein:

- 2.1 **JOB CREATION:** Company shall create fifty-two (52) permanent new jobs at the Grocery Center (the "New Jobs"). Of the fifty-two (52) total New Jobs, fifty-one percent (51%) or twenty-seven (27) jobs total shall be held by low- and moderate income ("LMI") persons prior to the Termination Date. Any employee transferring from another Company location or related business operation shall be identified and may not be considered as a created permanent job. Requests to train employees at an

alternate location prior to beginning work at the Grocery Center must have prior written approval from the TDA.

- 2.2 **JOB REPORTING:** At the City's request and no later than City-established deadlines as necessary to satisfy TDA requirements under the TCF Agreement, Company shall submit starting and ending payroll reports to the City showing, at a minimum, with regard to the New Jobs:
- a. Employee's full name, gender and ethnicity, and unique identification number.
 - b. Employee status identified as full time or part time as defined in the current version of the TxCDBG Implementation Manual.
 - c. Employee status identified as LMI as defined in the current U. S. Department of Housing and Urban Development Section 8 Housing Assistance Program for existing housing income guidelines for the City of Montgomery, Texas to be provided by City along with the reporting deadlines.
- 2.3 **HIRING PLAN:** Company may utilize the services of the Texas Workforce Commission to assist in locating and training qualified LMI persons to fill employment positions should positions become available.
- 2.4 **COMPANY FINANCIAL COMMITMENT:** Company shall inject Seven Million Five Hundred Thousand and One Hundred and No/100 Dollars (\$7,500,100.00) in the construction of the Grocery Center, site work, and store equipment, inclusive of design, engineering, and project administration costs.
- 2.5 **CERTIFICATION:** Company shall submit to City the Texas Capital Fund Form D5, Employee Certification Report (ECR), the first page of the Texas Workforce Commission Employer's Quarterly Report, and a Quarterly Payroll Report no later than the fifth (5th) day of the second (2nd) month after the calendar quarter end; provided, Company may redact information regarding employees who do not work at the Grocery Center.
- 2.6 **REPAYMENT OF GRANT FUNDS:** Company hereby agrees to be liable for and shall repay to the City any and all Texas Capital Fund grant funds expended by the City in an amount not to exceed Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), in the event Company does not fulfill its responsibilities under this Agreement. Company further agrees to be liable for and shall repay to City any grant funds expended by City for items described in Exhibit A of the TCF Agreement which are determined by the TDA pursuant to the TCF Agreement to be ineligible expenditures and which the TDA will not fund or which the TDA grants and thereafter requires the City to reimburse.
- 2.7 **TRANSFER OF ASSETS:** Grocery Store assets are restricted from being transferred out of Company without written consent of the TDA except during the normal course

of business (i.e., cash, fixed assets used in the production process and accounts receivable) prior to the Termination Date.

- 2.8 OWNERSHIP: The principal owners of Company are hereby restricted from reducing their proportionate ownership in Company without prior approval from the City and TDA prior to the Termination Date.
- 2.9 TAXES: Company hereby certifies that all state and federal taxes are currently paid or shall be paid within thirty (30) days after the Effective Date and that all future taxes shall be paid when due. The TDA or the City may require at any time that Company provide proof of payment of taxes.
- 2.10 BUSINESS OPERATION: Company will not close the Grocery Center prior to the Termination Date.
- 2.11 ON-SITE VISITS: The TDA and City and/or the TDA or City's representative shall have access to make on-site visits to Company at the project site to access/monitor Company's progress toward job creation requirements of this Agreement and the TCF Agreement. Company shall provide to local officials of the City or TDA at the time of on-site visits information regarding job creation and any other information deemed necessary by City or TDA to administer this Agreement or the TCF Agreement. Company must be provided reasonable written notice of any requested on-site visit.
- 2.12 RECORDS: Company shall keep records and make reports documenting LMI job creation and LMI percentages, and LMI benefit and beneficiaries by race, ethnicity, gender and disability status in the same manner and to the same extent as the TDA requires of the City pursuant to the TCF Agreement.
- 2.13 UNDOCUMENTED WORKERS: Company hereby certifies that Company does not and will not knowingly employ any undocumented worker who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If after receiving any public subsidy from the City, Company is convicted of a violation under 8 U.S.C. 1324a(f), then not later than the 120th day after the date the City notifies Company of the violation, Company shall repay the amount of the public subsidy with interest at the prime rate of interest specified in the Wall Street Journal on January 1st of the year in which the violation occurred.
- 2.14 GENERAL WAIVER BY COMPANY: Company hereby waives and releases City from any and all claims for loss or damage caused by any act or omission of City, its employees, or agents, except for gross negligence or willful misconduct.
- 2.15 INDEMNITY: In the event that any demand is made by the State of Texas or TDA for indemnity or repayment of any kind related to the Grant or Project which was caused in whole or in part by the misconduct of Company, Company agrees to pay the amount demanded in full (a "TDA Claim"). City will provide written notice to

Company within ten (10) days of City's receipt of a TDA Claim. If Company disagrees with a TDA Claim, then on written notice by Company, to the greatest extent allowed by applicable law the City will cooperate with Company and/or allow Company or its designated representative the right to initiate, participate, and pursue remedies to contest the TDA Claim. If Company does not elect to contest a TDA Claim or if a contested TDA Claim becomes final or is otherwise due and payable under applicable law, if Company does not pay the demand for indemnity in full within fourteen (14) business days of receipt of written demand from City, then City may rescind its responsibilities under this Agreement without breaching same.

- 2.16 VIOLATION OF LAW: Company shall not use the Infrastructure Project under the TCF Agreement in violation of any Texas Laws or regulations.

ARTICLE III CITY OBLIGATIONS

All City obligations are subject to the condition precedent that Company fully and faithfully perform all of the terms and conditions of this Agreement. The City may suspend or cancel any and all City obligations under this Agreement if Company fails to comply with the terms of this Agreement and if Company's failure to comply is not cured within thirty (30) days after written notice thereof or, if such default or breach cannot be cured within such 30-day period in the exercise of all due diligence, then if the Company commences an attempt to cure within such 30-day period, such longer period as the Company thereafter continues diligently to prosecute the cure of such failure to comply.

- 3.1 MASTER CONTRACT: City shall abide by the terms and conditions of the TCF Agreement.
- 3.2 PROJECT INFRASTRUCTURE: City shall utilize Five Hundred Ninety-Five Thousand Eight Hundred Sixty-Eight and No/100 Dollars (\$595,868.00) of Texas Capital Fund reimbursement funds to construct the water, sewer, drainage, and street improvements as described in Exhibits A and B of this Agreement and Exhibit A of the TCF Agreement.
- 3.3 PROJECT ADMINISTRATION: City shall conduct administrative activities in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) to carry out project administrative activities. City shall also conduct required program fiscal and compliance audits.
- 3.4 PROJECT ENGINEERING: City shall conduct engineering activities in the amount of One Hundred and Four Thousand One Hundred Thirty Two and No/100 (\$104,132.00) to carry out project engineering activities.

**ARTICLE VII
MISCELLANEOUS**

- 4.1 Any other relevant details or special conditions placed on this Agreement or on Company pursuant to the TCF Agreement, to include all program related compliance responsibilities, shall be incorporated into this Agreement as if they were written here.
- 4.2 No modifications or amendments to this Agreement shall be valid unless in writing and signed by the parties hereto or their heirs, successors or assigns.
- 4.3 Unless the context otherwise indicates, all terms used herein which are defined in the Texas Uniform Commercial Code shall have the meaning herein stated.
- 4.4 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 exclusively in Montgomery County, Texas.
- 4.5 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.
- 4.6 In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch. The term "force majeure" as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other incapacities of either party, whether similar to those enumerated or otherwise and not within the control of the parties claiming such inability, which by the exercise of due diligence and care such party could not have avoided.
- 4.7 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 City:
The City of Montgomery, Texas
P.O. Box 708
Montgomery, Texas 77356
Attn: City Manager

If to Company:
Kroger Texas Limited Partnership
1014 Vine St.
Cincinnati, OH 45202
Attn: Corporate Tax Department, Credits and Incentives

- 4.8 This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties. This Agreement may not be assigned without the express written consent of the City, which consent may not be unreasonably withheld; provided, Company may assign this Agreement to an affiliate of Company without the consent of the City.
- 4.9 The City shall maintain as confidential any and all information, data and records provided by Company or otherwise obtained in a manner which required Company's consent, and designated as proprietary and/or confidential and, excepting the State of Texas, shall not disclose such information to any third party, except as required by law.
- 4.10 This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Executed this the _____ day of _____, 2016.

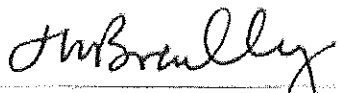
Exhibit "A" -- Infrastructure Project
Exhibit "B" -- Site Plan
Exhibit "C" -- Agreement Between the Texas Department of Agriculture and City of Montgomery Contract No. 7215102 for Texas Capital Fund: Infrastructure

CITY OF MONTGOMERY:

Kirk Jones, Mayor

KROGER TEXAS LIMITED PARTNERSHIP:
an Ohio limited partnership

By: KRGP Inc., its general partner

By: 
Printed Name: Joseph W. Bradley
Title: Vice President and Assistant Treasurer

RESOLUTION _____

WHEREAS, Nantucket Housing, LLC. has proposed a senior living development for affordable rental housing at 325 Flagship Blvd named Heritage Seniors in the City of Montgomery, Texas, located in Montgomery County, and

WHEREAS, Nantucket Housing, LLC has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2016 Competitive 9% Housing Tax Credits for The Heritage Seniors development

It is hereby

RESOLVED, that the City of Montgomery, acting through its governing body, hereby confirms that it supports the proposed Heritage Seniors development located at 325 Flagship Blvd, Montgomery, Montgomery County, Texas TDHCA App #16174 and that this formal action has been taken to put on record the opinion expressed by the City of Montgomery, Texas on February 9th 2016, and

FURTHER RESOLVED that for and on behalf of the Governing Body, Jack Yates, City Manager is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Passed and approved this ninth day of February 2016.

Kirk Jones, Mayor

Attest:

Susan Hensley, City Secretary



January 29, 2016

City of Montgomery
c/o Jack Yates, City Manager
101 Old Plantersville Rd.
Montgomery, TX 77356

RE: Heritage Seniors (TDHCA #16174)

Dear Mr. Yates,

Heritage Seniors is seeking an allocation of 9% Housing Tax Credits from the Texas Department of Housing & Community Affairs (TDHCA). Pursuant to our meeting, we submit the following documentation to substantiate our request for consideration, to be placed on the City's next council meeting agenda for their consideration of a resolution of support.

Heritage Seniors is a proposed 80-unit apartment home community that will include 44 one-bedroom units (65%) and 36 two-bedroom units (35%). Heritage Seniors will be situated on 4.5 acres at approximately 325 Flagship Blvd, Montgomery, TX 77536. Aerials of the area and site have been attached for reference as Exhibits A.1 and A.2. A preliminary site plan has also been attached as Exhibit B.

Heritage Seniors is being designed to feature lots of creek views, lush landscaping and outdoor activity areas. As detailed in Exhibit C, Heritage Seniors will be equipped with all of the amenities and features found in a 'Class A' multi-family development.

Further, Heritage Seniors will serve households across the following range of incomes of \$14,580- \$44,400+

<u>Income Level</u>	<u># of Units Set Aside</u>
30% of Area Median Income	5
50% of Area Median Income	13
60% of Area Median Income	46
Market	16

Heritage Seniors is being co-developed by Education Based Housing, Inc., a 501(c)(3) organization and Nantucket Housing, LLC, an affiliate of Blazer Building Texas, LLC. Blazer was founded in 1978 as a general contracting company focused on building high-quality multifamily communities. Since then, Blazer has grown into a fully-integrated real estate services company handling all phases of a property's life cycle. Blazer has developed twenty-three communities since the mid-1990's, including eighteen housing tax credit properties and

Heritage Seniors (TDHCA #16174)
January 29, 2016

five market rate properties. These include 4,300 apartment homes with a combined value of over \$280 million.

Further, Blazer has overseen the construction of over 32,000 apartment homes in twelve states across the south, east coast and mid-west. Blazer also provides comprehensive property management services to nearly 3,300 units in twenty-two properties across the state of Texas.

Again, we appreciate the City of Montgomery's consideration of our request for a 'Resolution of Support' and am happy to provide any additional information or background. With that, please feel free to call or email with any questions.

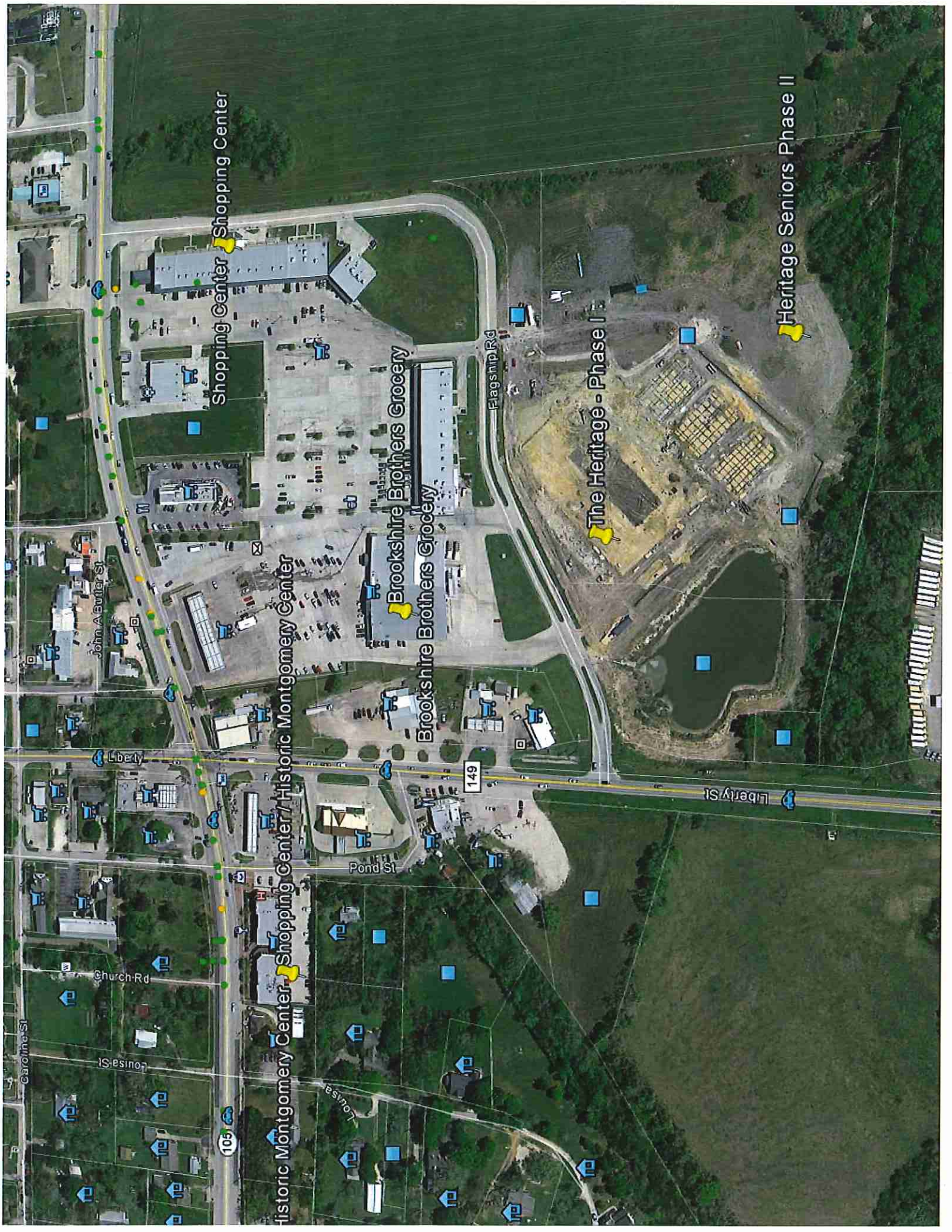
Sincerely,



Matt Fuqua
Nantucket Housing, LLC
Blazer Building Texas, LLC
9219 Katy Freeway, Suite 200
Houston, TX 77024
713-914-9200 (O)
mfuqua@blazerbuilding.com

Attachments

- Exhibit A.1 – Area Aerial
- Exhibit A.1 – Site Aerial
- Exhibit B – Preliminary Site Plan
- Exhibit C – Support Resolution Template
- Exhibit D – Company Summary



Shopping Center

Historic Montgomery Center / Shopping Center

Brookshire Brothers Grocery

Brookshire Brothers Grocery

The Heritage - Phase I

Heritage Seniors Phase II

John A Butler St

Liberty

Pond St

149

Liberty St

Flagship Rd

Church Rd

Louisa St

Lesnoy

105



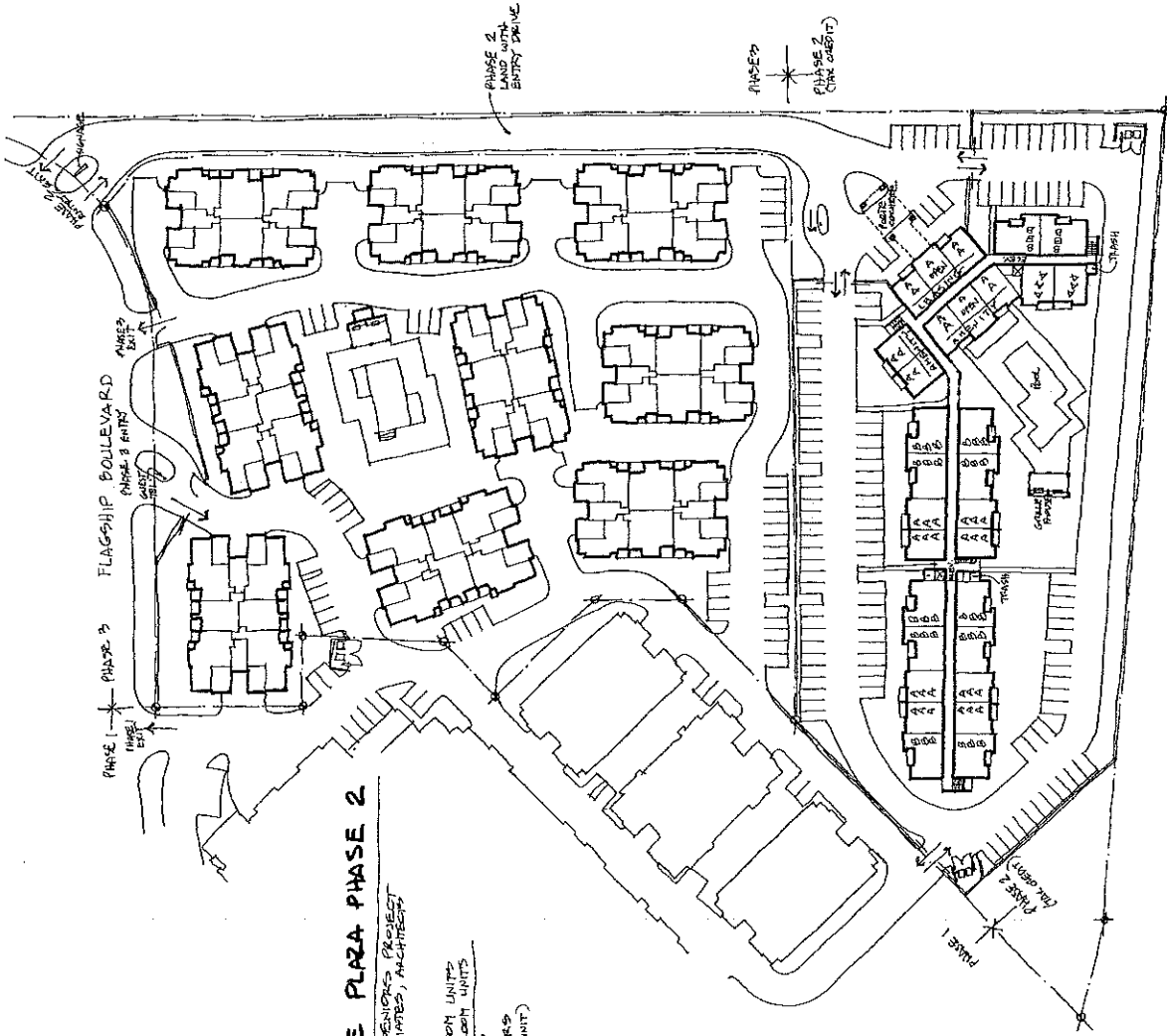
Image # 160119 6021
Date 01.19.16

Heritage Plaza



727.520.8181
www.aerophoto.com



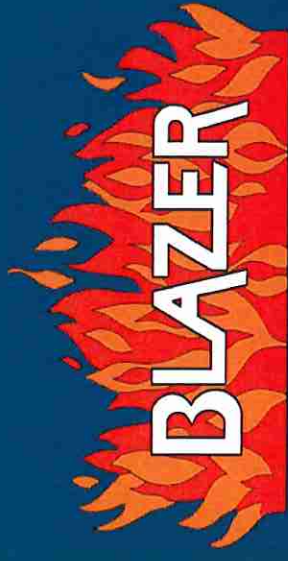


HERITAGE PLAZA PHASE 2

A TRINICITY SENIORS PROJECT
 PHASE 2 & ASSOCIATED INFRASTRUCTURE
 1.20.16

44 x ONE BEDROOM UNITS
 26 x TWO BEDROOM UNITS
 80 TOTAL UNITS
 CARROUS: 110 CARSP
 (1.45/UNIT)

Nantucket Housing, LLC Blazer Building Texas, LLC



Building Excellence Since 1978





Chris Richardson, President, founded Blazer in 1978 as a general contracting company focused on building high-quality multifamily communities and other commercial product. Since then, the Blazer family of companies has grown into a fully-integrated real estate services company handling all phases of a property's life cycle.

Development – Blazer has built a strong record of success based around a strong belief in relationship driven business; whether it be with our investors, vendors or public partners. These relationships are the cornerstone of our operating strategy and foster an intense knowledge of the markets where we operate. From there, Blazer focuses on creating value for our partners at each phase of the development process; through site selection, entitlements, design and project capitalization.

Blazer has developed twenty-five (25) communities since the mid-1990s, including twenty (20) Housing Tax Credit (HTC) properties and five (5) Market Rate properties. The communities developed include 3,800 apartment homes and have a combined value of over \$285 million. Our communities are primarily located in the greater Houston area with apartment homes also available in Austin, Dallas and San Marcos.

As market influences have required, Blazer has adapted its product delivery to include a mix of traditional-family and senior-oriented communities. As well, our consistently high-quality product has evolved from low-rise, garden-style to a mid-rise design teamed with bungalows that mirror a traditional single-family living environment.



Construction – Since its founding in 1978, Blazer Building has provided general construction and construction administration services for developers and project owners across a variety of property types. Over its 35+ history, Blazer Building has overseen the construction of roughly 32,000 apartment homes in twelve different states across the south, east coast and mid-west. Blazer has also been directly involved in the construction of various commercial, educational and single-family projects.

Blazer Building is made up of a highly experienced team of professionals with decades of construction industry experience. The company executes all stages of the building process including the following services.

Pre-Construction

- Design Management
- Agency Coordination
- Budget Analysis
- Cost Estimating
- Value Engineering
- Constructability Review
- HUD & Tax Credit Preparation
- Schedule Development
- Construction Phasing
- Building Information Modeling
- Bid Package/Process Management

Construction

- Project Management
- Site Logistics
- Coordination of Subcontractors
- Quality Control
- Construction Supervision
- Contract & Document Administration
- HUD & Tax Credit Documentation
- Cost & Schedule Control
- Management Reporting
- Building Information Modeling
- Bid Package/Process Management

Post-Construction

- Inspections & Certificates of Occupancy
- Commissioning
- Warranty Service



Property & Asset Management – Blazer Real Estate Services provides comprehensive property management solutions for all types of multi-family communities including market-rate family, independent senior living, Bond and Low Income Housing Tax Credit properties. Blazer Real Estate Services designs and implements a sophisticated marketing and management strategy that ensures the successful operation of our communities. Blazer Real Estate Services currently manages over 3,300 units in 24 properties across the State of Texas.

Blazer Real Estate Services recruits highly trained and qualified management professionals. The company supervises on-site teams, completes a thorough analysis of operations and financial performance, and manages maintenance and renovation services. Blazer Real Estate Services also develops financial controls and produces monthly financial reports for each property and the portfolio as a whole. In addition, Blazer Real Estate Services provides training, education, software support, IT services, and administration support for Blazer communities.

Blazer Real Estate Services provides the following solutions to array of property management needs for both Blazer-owned and third-party-owned properties.

- Staff & Train Property Personnel
- Drive Leasing Efforts
- Tailored Marketing Strategies
- Publish Leasing Activity Reports
- Billing & Collections
- Review of Payables
- Cash Management
- Safety Training & Site Inspection
- Scheduled Maintenance Programs
- Production of Financial Statements
- Preparation of Annual Budgets
- Furniture & Equipment Inventory
- Insurance Claim Preparation
- Federal, State and Local Compliance Reporting
- LIHTC/Bond Compliance Reporting



Leadership

Chris Richardson, President, moved to Houston and began a construction career in the fall of 1972 after graduating from Louisiana Tech University (Ruston, Louisiana). Mr. Richardson then founded Blazer in 1978. Under Mr. Richardson's leadership, Blazer focuses on personalized attention, believing strongly in relationship based business with owners, investors, vendors and public partners. Further, Mr. Richardson has worked with many of our vendor partners for decades and has fine-tuned a list of firms who understand our commitment to quality and desire to provide residents a quality living environment.

Mr. Richardson has built a team of experienced, knowledgeable and driven staff members with decades of experience. Following on his passion for the business, the Blazer team focuses relentlessly on delivering quality in all phase of development from pre-construction through completion and stabilization, employing forward thinking problem solving skills.

Mr. Richardson and his wife, Anne, of 35 years raised three children in Houston and have become very aware of the importance of well-run community affairs in society. Both devote countless hours to various not-for-profit and charitable organizations.

Jim Wanja, Construction, has spent roughly half of his 33 year construction career with Blazer Building. Mr. Wanja's commercial and residential construction experience includes ground-up design and development as well as comprehensive rehabilitation programs. Mr. Wanja has managed the construction of virtually all types of real estate including, garden and mid-rise multi-family, tract and custom single-family homes, and industrial and office properties.

Under Mr. Wanja's leadership, Blazer Building has implemented strict cost control procedures, forward-thinking construction management practices and successfully tackled a variety of complex design and build projects. Over the years, Mr. Wanja has built an extensive base of subcontractor relationships that share Blazer's passion for delivering quality product consistently within budget.



Matt Fuqua, Development, has spent over 10 years with Blazer Residential building a diverse resume of construction and development industry experience. Mr. Fuqua focuses on developing a pipeline of business both in-house and third-party related work. Matt researches and locates developable land tracts, negotiates purchase contracts and liaises between all involved parties. Mr. Fuqua also assists in the coordination and preparation of tax credit applications, completing due diligence requirements and feasibility analysis.

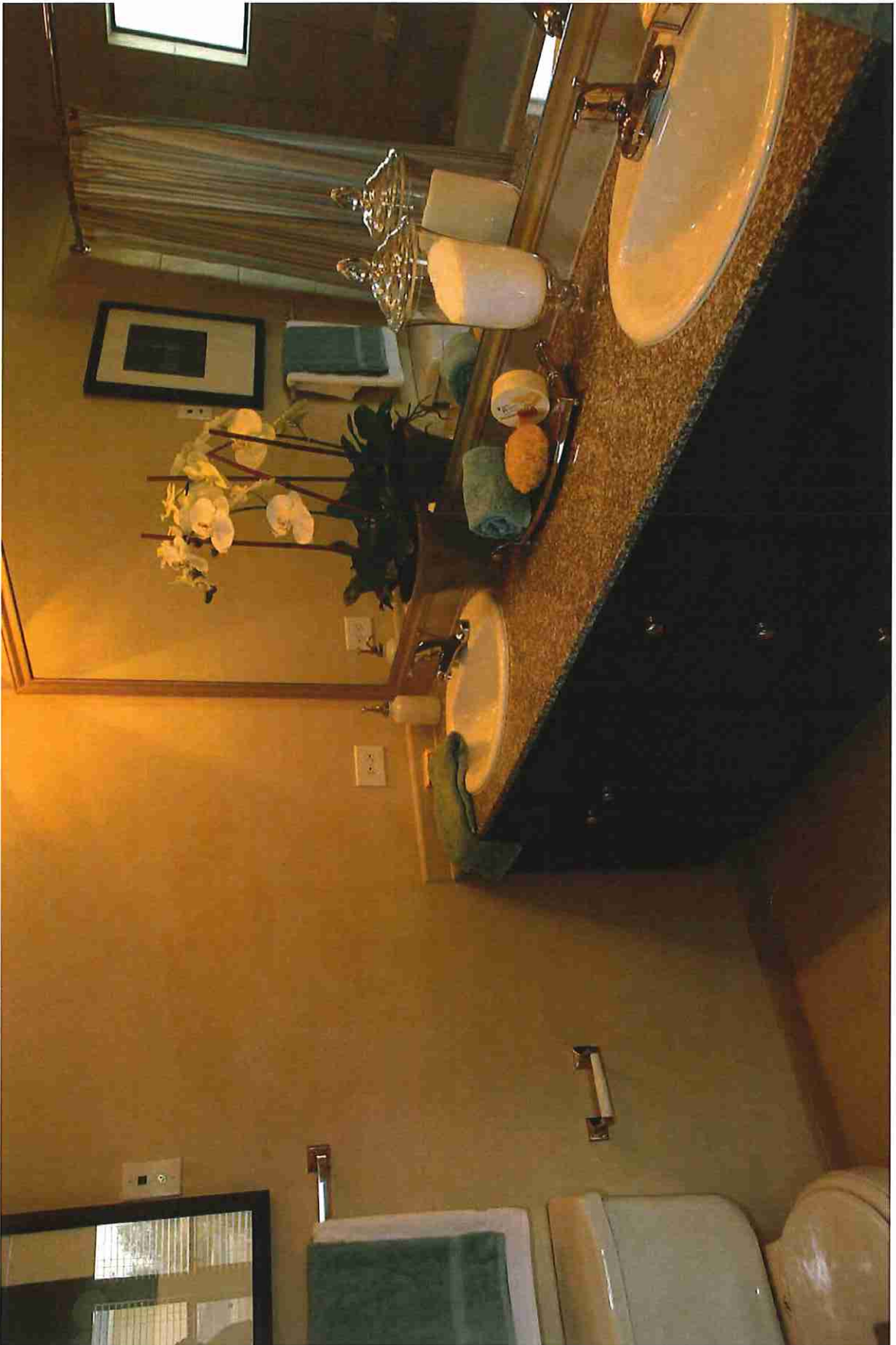
Matt also builds relationships with neighborhood and civic groups and municipalities to maintain a consistent level of support from those interested parties. In addition, Mr. Fuqua works with architects and engineers to design Blazer's communities and implements controls to manage the contract buyout, budget monitoring and construction processes. Since starting with Blazer, Mr. Fuqua has overseen the construction and development of more than 3,000 apartment homes across the State of Texas.

Nathan Kelley, Development, has built an established career as a real estate finance professional with commercial banking, underwriting/feasibility analysis and transaction structuring expertise. Prior to joining Blazer in 2012, Nathan held various roles within Regions Bank, most recently as Vice President of Commercial Real Estate. During his 10-year career in commercial banking, Mr. Kelley underwrote, structured and financed over \$1 billion of real estate transactions including multifamily developments, retail shopping centers, industrial buildings, office buildings, REIT lines of credit, and equity subscription lines of credit.

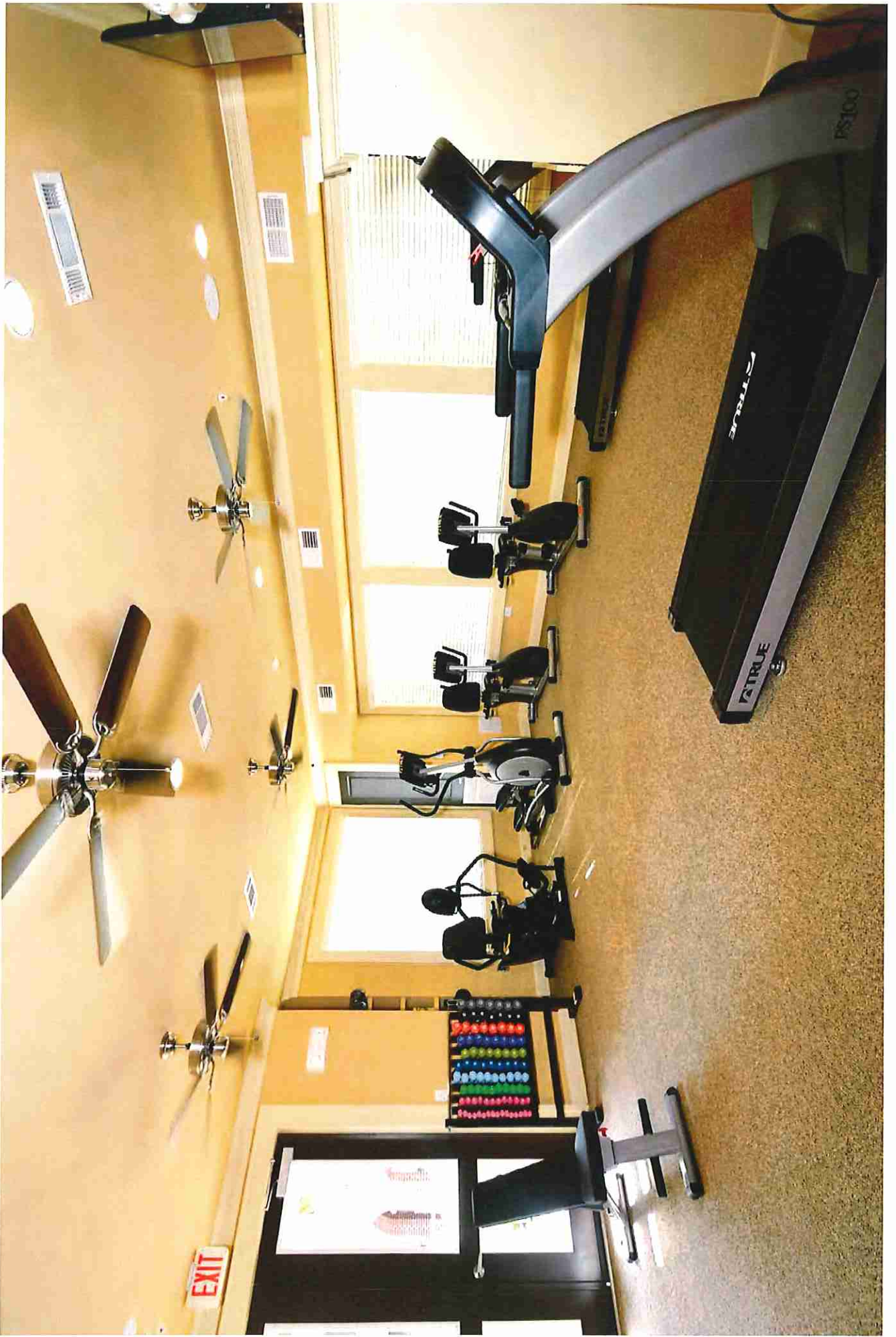












Agenda Item No. 4(a)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

COMBINATION UTILITY EASEMENT

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF MONTGOMERY §

That, OGORCHOCK ATH, LLC, (hereinafter called "Grantor" whether one or more natural persons or other legal entities), for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS to the undersigned in hand paid by the CITY OF MONTGOMERY, MONTGOMERY COUNTY, TEXAS, a Texas municipality (hereinafter called "City"), and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed and does hereby grant, sell and convey unto said City, its successors and assigns, an easement over, under, through, across and along that certain tract or parcel of real property:

Being a 0.07 (3217,5 sq. ft.) acre tract of land in the Owen Shannon Survey, Abstract 36, Montgomery County, Texas, being out of a Reserve "F" as graphically depicted on the final plat of Montgomery Summit Business Park, as recorded in Cabinet Z, Sheet 3062 of the Map Records of Montgomery, Texas, said 0.07 acre tract being more particularly described by metes and bounds attached hereto and made a part hereof as Exhibit "A".

The easement conveyed herein is for public utility purposes, including the installation, construction, operation, maintenance and replacement of pipes, mains, connections and other related facilities or appurtenances related to the transmission of sewage, potable water, storm waters, electrical power lines, or other public utility facilities in, under, along, upon and across said premises described in Exhibit "A," together with the right and privilege at all times of the Grantee herein, its franchisees, agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs.

Grantor grants herewith unto City the right and privilege to have temporary access across Grantor's property to reach the easement as may be necessary for City in constructing, maintaining, repairing or altering said utilities.

Grantor hereby agrees that he, and his successors, administrators, grantees and assigns, will permit the City by and through its proper officers, agents or employees at any and all times, when necessary, to go over and upon the described land in order to perform any and all acts necessary for the City in order to maintain or repair said utilities and properly to carry into effect the purposes for which this grant and easement is made. Upon completion of any work in connection with the construction, reconstruction or repair of said

utilities, the City will restore Grantor's premises to the condition in which it was found at the time the work was undertaken.

Grantor agrees not to molest, disturb, or in any manner interfere with City's officer's agents or employees in regard to clearing, trenching for, laying, constructing, maintaining, or repairing said utilities.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said easement unto the City of Willis, Texas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED THIS 25 day of January 2016.

OGORCHOCK ATH, LLC



John M. Ogorchock, President

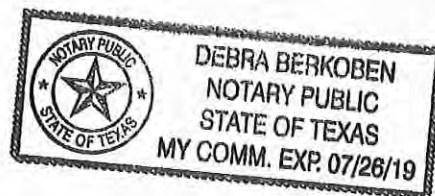
State of Texas §
County of Montgomery §

This instrument was acknowledged before me on 1-25-16, 2016 by JOHN M. OGORCHOCK, known to me to be the person whose name is subscribed on the foregoing Easement. JOHN M. OGORCHOCK acknowledged to me that he is the president of OGORCHOCK ATH, LLC and executed the foregoing easement for the purposes and consideration expressed in the foregoing Easement.



Notary Public, State of Texas

After Recording Return to:
Susan Hensley
City Secretary – City of Montgomery
P. O. Box 708
Montgomery, Texas 77356





"A LAND SURVEYING COMPANY"

Sept 29, 2015
A36AC0.07

BEING a 0.07 (3217.5 sq. ft.) acre tract of land in the Owen Shannon Survey, Abstract 36, Montgomery County, Texas, being out of a Restricted Reserve "F", as graphically depicted on the final plat of Montgomery Summit Business Park, as recorded in Cabinet Z, Sheet 3062 of the Map Records of Montgomery Texas, said 0.07 acre tract being more particularly described by metes and bounds attached hereto and made a part hereof;

COMMENCING at a point, being the northwesterly corner of said Restricted Reserve "F", also being the westerly corner of called 89.129 acre tract, as recorded in Clerk's File no. 2014-034915, Deed Records, Montgomery County, Texas, **THENCE** along a curve with a Radius of 758.45 with Chord Bearing S 25 deg. 19' 11" W, a Chord Length of 88.79 feet, to a point on the northwesterly line of said Restrictive Reserve "F", **THENCE** S 68 deg. 25' 09" E, through said Restrictive Reserve "F", a distance of 16.00 feet to the **POINT OF BEGINNING**;

THENCE S 68 deg. 25' 09" E through said Restrictive Reserve "F", a distance of 86.14 feet to a point in said Restrictive Reserve "F", being an exterior point in herein described tract;

THENCE S 52 deg. 52' 29" E through said Restrictive Reserve "F", a distance of 236.97 feet to a point in said Restrictive Reserve "F", being an exterior point in herein described tract;

THENCE S 37 deg. 07' 31" W through said Restrictive Reserve "F", a distance of 10.00 feet to a point in said Restrictive Reserve "F", being an exterior point in herein described tract;

THENCE N 52 deg. 52' 29" W through said Restrictive Reserve "F", a distance of 235.60 feet to a point in said Restrictive Reserve "F", being an interior point in herein described tract;

THENCE N 68 deg. 25' 09" W through said Restrictive Reserve "F", a distance of 84.77 feet to a point in said Restrictive Reserve "F", being an exterior point in herein described tract;

THENCE along a curve with a Radius of 742.45 with Chord Bearing N 21 deg. 35' 10" E, through said Restrictive Reserve "F", a Chord Length of 10.00 to the **POINT OF BEGINNING**, and containing 0.07 (3217.5 sq. ft.) acres of land, more or less.

Agenda Item No. 4(b)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

COMBINATION UTILITY EASEMENT

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF MONTGOMERY §

That, OGORCHOCK ATH, LLC, (hereinafter called "Grantor" whether one or more natural persons or other legal entities), for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS to the undersigned in hand paid by the CITY OF MONTGOMERY, MONTGOMERY COUNTY, TEXAS, a Texas municipality (hereinafter called "City"), and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed and does hereby grant, sell and convey unto said City, its successors and assigns, an easement over, under, through, across and along that certain tract or parcel of real property:

Being a 0.38 (16349.7 sq. ft.) acre tract of land in the Owen Shannon Survey, Abstract 36, Montgomery County, Texas, being out of a Reserve "E", Restrictive Reserve "D" and Restrictive Reserve "C", as graphically depicted on the final plat of Montgomery Summit Business Park, as recorded in Cabinet Z, Sheet 3062 of the Map Records of Montgomery, Texas, said 0.38 acre tract being more particularly described by metes and bounds attached hereto and made a part hereof as Exhibit "A".

The easement conveyed herein is for public utility purposes, including the installation, construction, operation, maintenance and replacement of pipes, mains, connections and other related facilities or appurtenances related to the transmission of sewage, potable water, storm waters, electrical power lines, or other public utility facilities in, under, along, upon and across said premises described in Exhibit "A," together with the right and privilege at all times of the Grantee herein, its franchisees, agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs.

Grantor grants herewith unto City the right and privilege to have temporary access across Grantor's property to reach the easement as may be necessary for City in constructing, maintaining, repairing or altering said utilities.

Grantor hereby agrees that he, and his successors, administrators, grantees and assigns, will permit the City by and through its proper officers, agents or employees at any and all times, when necessary, to go over and upon the described land in order to perform any and all acts necessary for the City in order to maintain or repair said utilities and properly to carry into effect the purposes for which this grant and easement is made. Upon completion of any work in connection with the construction, reconstruction or repair of said


utilities, the City will restore Grantor's premises to the condition in which it was found at the time the work was undertaken.

Grantor agrees not to molest, disturb, or in any manner interfere with City's officer's agents or employees in regard to clearing, trenching for, laying, constructing, maintaining, or repairing said utilities.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said easement unto the City of Willis, Texas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED THIS 25 day of January 2016.

OGORCHOCK ATH, LLC



John M. Ogorchock, President

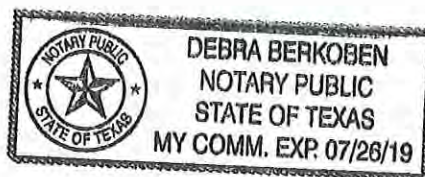
State of Texas §
County of Montgomery §

This instrument was acknowledged before me on 1-25, 2016 by JOHN M. OGORCHOCK, known to me to be the person whose name is subscribed on the foregoing Easement. JOHN M. OGORCHOCK acknowledged to me that he is the president of OGORCHOCK ATH, LLC and executed the foregoing easement for the purposes and consideration expressed in the foregoing Easement.



Notary Public, State of Texas

After Recording Return to:
Susan Hensley
City Secretary – City of Montgomery
P. O. Box 708
Montgomery, Texas 77356





“A LAND SURVEYING COMPANY”

Sept 29, 2015
A36AC0.38

BEING a 0.38 (16349.7 sq. ft.) acre tract of land in the Owen Shannon Survey, Abstract 36, Montgomery County, Texas, being out of a Restricted Reserve “E”, Restrictive Reserve “D” and Restrictive Reserve “C”, as graphically depicted on the final plat of Montgomery Summit Business Park, as recorded in Cabinet Z, Sheet 3062 of the Map Records of Montgomery Texas, said 0.38 acre tract being more particularly described by metes and bounds attached hereto and made a part hereof;

COMMENCING at a point, being the southern corner of said Restricted Reserve “C”, also being a point on the northwesterly line of FM 1097 (80’ R.O.W.), THENCE N 40 deg. 23’ 47” W, along the southwesterly line of said Restrictive Reserve “C”, a distance of 16.05 feet to the **POINT OF BEGINNING**;

THENCE N 40 deg. 23’ 47” W along the southwesterly line of said Restrictive Reserve “C”, a distance of 18.97 feet to a point for corner in the southwesterly line of said Restrictive Reserve “C”, being the westerly corner of herein described tract;

THENCE along a curve with a Radius of 491.20 with Chord Bearing N 39 deg. 42’ 52” E, through said Restrictive Reserve “C”, a Chord Length of 100.80 feet to a point in said Restrictive Reserve “C”;

THENCE N 34 deg. 15’ 41” E through said Restrictive Reserve “C”, a distance of 595.05 feet to a point in said Restrictive Reserve “D”;

THENCE along a curve with a Radius of 2997.09 with Chord Bearing N 34 deg. 31’ 16” E, through said Restrictive Reserve “D”, a Chord Length of 162.56 feet to a point in said Restrictive Reserve “E”, being the northerly corner of herein described tract;

THENCE S 53 deg. 55’ 21” E through said Restrictive Reserve “E”, a distance of 19.00 feet to a point in said Restrictive Reserve “E”;

THENCE along a curve with a Radius of 2978.09 with Chord Bearing S 34 deg. 31’ 08” W, through said Restrictive Reserve “E”, a Chord Length of 161.74 feet to a point in said Restrictive Reserve “D”;

THENCE S 34 deg. 15’ 41” W through said Restrictive Reserve “D”, a distance of 595.20 feet to a point in said Restrictive Reserve “C”;

THENCE along a curve with a Radius of 517.01 with Chord Bearing S 39 deg. 49' 54" W, through said Restrictive Reserve "C", a Chord Length of 105.92 to the **POINT OF BEGINNING**, and containing 0.38 (16349.7 sq. ft.) acres of land, more or less.

Agenda Item No. 4(c)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ACCESS EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

That, OGORCHOCK ATH, LLC, (hereinafter called "Grantor" whether one or more natural persons or other legal entities), for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS to the undersigned in hand paid by the CITY OF MONTGOMERY, MONTGOMERY COUNTY, TEXAS, a Texas municipality (hereinafter called "City"), and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed and does hereby grant, sell and convey unto said City, its successors and assigns, an easement over, under, through, across and along that certain tract or parcel of real property:

Being a 0.35 (15238.8 sq. ft.) acre tract of land in the Owen Shannon Survey, Abstract 36, Montgomery County, Texas, being out of a Restricted Reserve "E" and Restrictive Reserve "D" as graphically depicted on the final plat of Montgomery Summit Business Park, as recorded in Cabinet Z, Sheet 3062 of the Map Records of Montgomery, Texas, said 0.35 acre tract being more particularly described by metes and bounds description attached hereto and make a part hereof in the attached Exhibit "A".

The easement conveyed herein is for the purpose of providing the City access to a lift station, including the installation, construction, operation, and maintenance of an access road to the lift station and other adjoining public utility facilities along, upon and across said premises described in Exhibit "A," together with the right and privilege at all times of the Grantee herein, its franchisees, agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs to the lift station and other adjoining public utilities.

Grantor grants herewith unto City the right and privilege to have temporary access across Grantor's property to reach the easement as may be necessary for City in constructing, maintaining, repairing or altering said lift station and other adjoining public utilities.

Grantor hereby agrees that he, and his successors, administrators, grantees and assigns, will permit the City by and through its proper officers, agents or employees at any and all times, when necessary, to go over and upon the described land in order to perform any and all acts necessary for the City in order to maintain or repair said lift station and properly to carry into effect the purposes for which this grant and easement is made.

Grantor agrees not to molest, disturb, or in any manner interfere with City's officer's agents or employees in regard to their use of this access easement.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said easement unto the City of Willis, Texas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED THIS 25 day of January 2016.

OGORCHOCK ATH, LLC



John M. Ogorchock, President

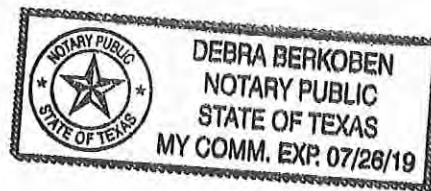
State of Texas §
County of Montgomery §

This instrument was acknowledged before me on 1-25, 2016 by JOHN M. OGORCHOCK, known to me to be the person whose name is subscribed on the foregoing Easement. JOHN M. OGORCHOCK acknowledged to me that he is the president of OGORCHOCK ATH, LLC and executed the foregoing easement for the purposes and consideration expressed in the foregoing Easement.



Notary Public, State of Texas

After Recording Return to:
Susan Hensley
City Secretary – City of Montgomery
P. O. Box 708
Montgomery, Texas 77356





“A LAND SURVEYING COMPANY”

Sept 29, 2015
A36AC0.35

BEING a 0.35 (15238.8 sq. ft.) acre tract of land in the Owen Shannon Survey, Abstract 36, Montgomery County, Texas, being out of a Restricted Reserve “E” and Restrictive Reserve “D”, as graphically depicted on the final plat of Montgomery Summit Business Park, as recorded in Cabinet Z, Sheet 3062 of the Map Records of Montgomery Texas, said 0.35 acre tract being more particularly described by metes and bounds attached hereto and made a part hereof;

COMMENCING at a point, being the eastern corner of Restricted Reserve “F” being out of said Montgomery Summit Business Park, also being a point on the southwesterly line of called 89.129 acre tract, recorded in Clerk’s File No. 2014-034915, Deed Records, Montgomery County, Texas, **THENCE** S 37 deg. 00’ 58” W, along the southeasterly line of said Restrictive Reserve “F”, a distance of 105.39 feet to the **POINT OF BEGINNING**;

THENCE S 53 deg. 01’ 32” E through said Restrictive Reserve “E”, a distance of 38.75 feet to a point, being an exterior corner of herein described tract;

THENCE S 36 deg. 57’ 02” W through said Restrictive Reserve “E”, a distance of 20.00 feet to a point, being an exterior corner of herein described tract;

THENCE N 53 deg. 01’ 32” W through said Restrictive Reserve “E”, a distance of 18.78 feet to a point, being an interior corner of herein described tract;

THENCE S 37 deg. 00’ 58” W through said Restrictive Reserve “E”, a distance of 459.22 feet to a point, being an interior corner of herein described tract;

THENCE S 55 deg. 27’ 40” E through said Restrictive Reserve “E”, a distance of 190.27 feet to a point, being an exterior corner of herein described tract;

THENCE S 34 deg. 32’ 20” W through said Restrictive Reserve “E”, a distance of 25.00 feet to a point in in said Restrictive Reserve “D”, being an exterior corner of herein described tract;

THENCE N 55 deg. 27’ 40” W through said Restrictive Reserve “D”, a distance of 211.37 feet to a point, being an exterior corner of herein described tract;

THENCE N 37 deg. 00’ 58” E through said Restrictive Reserve “D”, a distance of 505.09 feet to the **POINT OF BEGINNING**, and containing 0.35 (15238.8 sq. ft.) acres of land, more or less.

Agenda Item No. 4(d)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

LIFT STATION EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

That, OGORCHOCK ATH, LLC , (hereinafter called "Grantor" whether one or more natural persons or other legal entities), for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS to the undersigned in hand paid by the CITY OF MONTGOMERY, MONTGOMERY COUNTY, TEXAS, a Texas municipality (hereinafter called "City"), and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed and does hereby grant, sell and convey unto said City, its successors and assigns, an easement over, under, through, across and along that certain tract or parcel of real property:

Being a 0.01 (600.7 sq. ft.) acre tract of land in the Owen Shannon Survey, Abstract 36, Montgomery County, Texas, being out of a Restricted Reserve "E", as graphically depicted on the final plat of Montgomery Summit Business Park, as recorded in Cabinet Z, Sheet 3062 of the Map Records of Montgomery, Texas, said 0.01 acre tract being more particularly described by metes and bounds attached hereto and made a part hereof and attached as Exhibit "A".

The easement conveyed herein is for the purpose of providing the City an easement for a lift station, including the installation, construction, operation, and maintenance of the lift station and other public utility appurtenances along, upon and across said premises described in Exhibit "A," together with the right and privilege at all times of the Grantee herein, its franchisees, agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs to the lift station and other appurtenances on the premises.

Grantor grants herewith unto City the right and privilege to have temporary access across Grantor's property to reach the easement as may be necessary for City in constructing, maintaining, repairing or altering said lift station and other appurtenances on the premises.

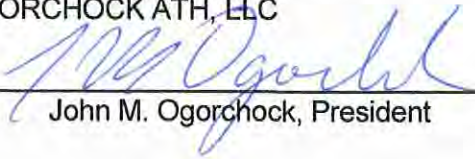
Grantor hereby agrees that it, and its successors, administrators, grantees and assigns, will permit the City by and through its proper officers, agents or employees at any and all times, when necessary, to go over and upon the described land in order to perform any and all acts necessary for the City in order to maintain or repair said lift station and properly to carry into effect the purposes for which this grant and easement is made.

Grantor agrees not to molest, disturb, or in any manner interfere with City's officer's agents or employees in regard to their use of this access easement.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said easement unto the City of Willis, Texas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED THIS 25 day of January 2016.

OGORCHOCK ATH, LLC



John M. Ogorchock, President

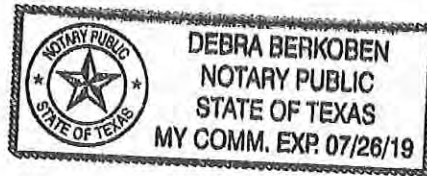
State of Texas §
County of Montgomery §

This instrument was acknowledged before me on 1-25, 2016 by JOHN M. OGORCHOCK, known to me to be the person whose name is subscribed on the foregoing Easement. JOHN M. OGORCHOCK acknowledged to me that he is the president of OGORCHOCK ATH, LLC and executed the foregoing easement for the purposes and consideration expressed in the foregoing Easement.



Notary Public, State of Texas

After Recording Return to:
Susan Hensley
City Secretary – City of Montgomery
P. O. Box 708
Montgomery, Texas 77356





“A LAND SURVEYING COMPANY”

Sept 29, 2015
A36AC0.01

BEING a 0.01 (600.7 sq. ft.) acre tract of land in the Owen Shannon Survey, Abstract 36, Montgomery County, Texas, being out of a Restricted Reserve “E”, as graphically depicted on the final plat of Montgomery Summit Business Park, as recorded in Cabinet Z, Sheet 3062 of the Map Records of Montgomery Texas, said 0.01 acre tract being more particularly described by metes and bounds attached hereto and made a part hereof;

COMMENCING at a point, being the eastern corner of Restricted Reserve “F” being out of said Montgomery Summit Business Park, also being a point on the southwesterly line of called 89.129 acre tract, recorded in Clerk’s File No. 2014-034915, Deed Records, Montgomery County, Texas, THENCE S 37 deg. 00’ 58” W, along the southeasterly line of said Restrictive Reserve “F”, a distance of 105.39 feet, to a point on the southeasterly line of Restricted Reserve “F”, THENCE S 53 deg. 01’ 32” E through Restricted Reserve “E”, a distance of 18.72 feet to the **POINT OF BEGINNING**;

THENCE N 09 deg. 59’ 14” E through said Restrictive Reserve “E”, a distance of 10.96 feet to a point, being an exterior corner of herein described tract;

THENCE N 36 deg. 57’ 02” E through said Restrictive Reserve “E”, a distance of 15.23 feet to a point, being an exterior corner of herein described tract;

THENCE S 53 deg. 01’ 32” E through said Restrictive Reserve “E”, a distance of 25.00 feet to a point, being an exterior corner of herein described tract;

THENCE S 36 deg. 57’ 02” W through said Restrictive Reserve “E”, a distance of 25.00 feet to a point, being an exterior corner of herein described tract;

THENCE N 53 deg. 01’ 32” W through said Restrictive Reserve “D”, a distance of 20.03 feet to the **POINT OF BEGINNING**, and containing 0.01 (600.7 sq. ft.) acres of land, more or less.

Agenda Item No. 4(e)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

COMBINATION UTILITY EASEMENT

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF MONTGOMERY §

That, OGORCHOCK ATH, LLC, (hereinafter called "Grantor" whether one or more natural persons or other legal entities), for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS to the undersigned in hand paid by the CITY OF MONTGOMERY, MONTGOMERY COUNTY, TEXAS, a Texas municipality (hereinafter called "City"), and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed and does hereby grant, sell and convey unto said City, its successors and assigns, an easement over, under, through, across and along that certain tract or parcel of real property:

Being a 0.06 (2804.9 sq. ft.) 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 final plat of Montgomery Summit Business Park, as recorded in Cabinet Z, Sheet 3062 of the Map Records of Montgomery, Texas, said 0.06 acre tract being more particularly described by metes and bounds attached hereto and made a part hereof as Exhibit "A".

The easement conveyed herein is for public utility purposes, including the installation, construction, operation, maintenance and replacement of pipes, mains, connections and other related facilities or appurtenances related to the transmission of sewage, potable water, storm waters, electrical power lines, or other public utility facilities in, under, along, upon and across said premises described in Exhibit "A," together with the right and privilege at all times of the Grantee herein, its franchisees, agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs.

Grantor grants herewith unto City the right and privilege to have temporary access across Grantor's property to reach the easement as may be necessary for City in constructing, maintaining, repairing or altering said utilities.

Grantor hereby agrees that he, and his successors, administrators, grantees and assigns, will permit the City by and through its proper officers, agents or employees at any and all times, when necessary, to go over and upon the described land in order to perform any and all acts necessary for the City in order to maintain or repair said utilities and properly to carry into effect the purposes for which this grant and easement is made. Upon completion of any work in connection with the construction, reconstruction or repair of said

utilities, the City will restore Grantor's premises to the condition in which it was found at the time the work was undertaken.

Grantor agrees not to molest, disturb, or in any manner interfere with City's officer's agents or employees in regard to clearing, trenching for, laying, constructing, maintaining, or repairing said utilities.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said easement unto the City of Willis, Texas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED THIS 25 day of January 2016.

OGORCHOCK ATH, LLC



John M. Ogorchock, President

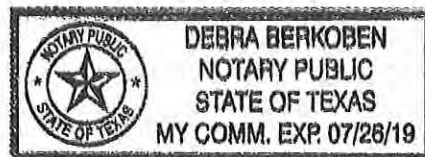
State of Texas §
County of Montgomery §

This instrument was acknowledged before me on 1-25, 2016 by JOHN M. OGORCHOCK, known to me to be the person whose name is subscribed on the foregoing Easement. JOHN M. OGORCHOCK acknowledged to me that he is the president of OGORCHOCK ATH, LLC and executed the foregoing easement for the purposes and consideration expressed in the foregoing Easement.



Notary Public, State of Texas

After Recording Return to:
Susan Hensley
City Secretary – City of Montgomery
P. O. Box 708
Montgomery, Texas 77356





“A LAND SURVEYING COMPANY”

Sept 29, 2015
A36AC0.06

BEING a 0.06 (2804.9 sq. ft.) acre tract of land in the Owen Shannon Survey, Abstract 36, Montgomery County, Texas, being out of a Restrictive Reserve “E” as graphically depicted on the final plat of Montgomery Summit Business Park, as recorded in Cabinet Z, Sheet 3062 of the Map Records of Montgomery Texas, said 0.06 acre tract being more particularly described by metes and bounds attached hereto and made a part hereof;

BEGINNING at a point, being the westerly corner of said Restrictive Reserve “E”, also being the southern corner of Restrictive Reserve “F”, of said Montgomery Summit Business Park, also being a point on the northeasterly line of Restrictive Reserve “D” of said Montgomery Summit Business Park, being the westerly corner of the herein described tract;

THENCE N 37 deg. 00’ 58” E along the southeasterly line of said Restrictive Reserve “F”, a distance of 15.99 feet to a point for corner in the southeasterly line of said Restrictive Reserve “F”, being the northerly corner of herein described tract;

THENCE S 55 deg. 27’ 01” E, through said Restrictive Reserve “E”, a distance of 175.41 feet to a point in said Restrictive Reserve “E”, being the easterly corner of herein described tract;

THENCE along a curve with a Radius of 2997.09 with Chord Bearing S 35 deg. 27’ 11” W, a chord length of 15.97 feet to a point on northeasterly line of said Restrictive Reserve “D”, being the southerly corner of herein described tract;

THENCE N 55 deg. 27’ 20” W, along the northeasterly line of said Restrictive Reserve “D”, a distance of 175.85 feet to the **POINT OF BEGINNING**, and containing 0.06 (2804.9 sq. ft.) acres of land, more or less.

**CREATIVE LANDSCAPES
P.O. Box 1190
CONROE, TX. 77305
(936)441-8145
LANDSCAPE PROPOSAL**

Bench
Materials and sprinkler parts.

All labor and installation costs are included. All material is guaranteed to be as specified, and work to be completed in a substantial workmanlike manner.

Total Investment cost		\$51,712.29
First Year Parts & Labor Warranty		FREE
Taxable items	\$16,080.95	
Sales Tax	8.25% \$	1,326.68
Total Installed Price		\$53,038.97

Payment terms:

At signing of contract	\$5,303.90
At start of work	\$10,607.79
Progress Draw	\$15,911.69
Progress Draw	\$15,911.69
At completion of project	\$5,303.90 estimated
Total	\$53,038.97

Respectfully submitted
Chris Wakefield
President

Agreed to and accepted by:
Dolly Anderson
Owner

date: _____

date: _____

WARRANTY:

By accepting the above proposal, you are authorized to complete the work as specified and payment will be made as outlined above.
All trees and shrubs are warranted for a period of 1 year from date of installation.
Grass is warranted for a period of 90 days from installation.
Annual color is warranted for a period of 45 days from installation.
All construction items are warranted for a period of 1 year from date of installation.
All sprinkler and drainage work is warranted for a period of 1 year from the date of installation.

SPECIAL CONDITIONS:

This warranty does not cover owner neglect, vandalism, theft or unusual weather events.

UNFORESEEN CONDITIONS:

It is the owners responsibility to inform Creative Landscapes of any unusual or hidden conditions, items or underground structures or utilities that are not visible on inspection or may be covered by other structures or plantings.
Creative Landscapes is not responsible for any damage done to the project due to server weather conditions.

**CREATIVE LANDSCAPES
P.O. Box 1190
CONROE, TX. 77305
(936)441-8145
LANDSCAPE PROPOSAL**

**November 1st, 2015
Landscape Proposal For:
Dolly Anderson
Memory Park**

Scope of Work.

- Install large vertical slabs of rock into the lake bed and up the sides to stabilize the banks.
- Install a Japanese style bridge across to the island.
- Install the moss boulders around the perimeter of the island.
- Back fill behind the boulders with top soil, to raise the level of the island above the flood level.
- Install the flagstone patio and walk to the bridge. Top dress between the flagstones with crushed basalt.
- Install Sugar Kettle fountain with low voltage lights.
- Install soil mix in the planting areas, with Osmocoat fertilizer and prep for planting.
- Install sprinklers, attaching to the existing irrigation system in the adjacent beds.
- Station plant the plant material with Agriform fertilizer.
- Mulch the island with a 4" layer of pine straw.
- Install signage and bench.
- Install the flagstone stepping stones from the existing walk to the bridge.
- Clean up.

Plants and Materials.

<u>Quantity</u>	<u>Material</u>	
7	Hydrangea "Dear Dolores"	3gal.
1	Weeping Red Bud	30gal.
9	Japanese Iris	1gal.
18	Louisiana Iris	1gal.
1	Camellia Japonica	15gal.
9	Sasanqua "Shi Shi"	7gal.
9	Lycoris	1gal.
12	Elephant Ears "Little Black Magic"	1gal.
9	Japanese Painted Fern	1gal.
2	Chocolate Ajuga	4"flat
7	Encore Azalea	7gal.
12	Dianthus "Star Spangled Banner"	1gal.
7	Royal Fern	1gal.
7	Dwarf Plum Yew	7gal.
12	Top Soil	cy.
6	Soil Mix	cy.
8	Moss Rock	ton
10	Boulders	ton
6	Slabs Rock	ton
3	Flagstone	ton
2	Crushed Granite	cy.
0.5	Black Star Gravel	ton
5	Osmocoat	lbs
0.5	Agriform Tablets	box
1	Fabric	roll
12	Pine Straw	bale
	Bridge Materials	
	Fountain	

Bid

Date: 2/4/2016

Solomon Electric, Inc.

TECL #22143

P.O. Box 830

Montgomery, TX 77356

Ph. 936-597-6425

Invoice #: BID

Terms:

Bid to:

City of Montgomery

Attn: Mike Muckleroy

Date	Location	Description	Amount
2/4/16	Memory Park	Add a 110v receptacle from wire at sprinkler on side of library approximately 90' to island. Trench and install pipe and wire from library through water. Install 110v receptacle on post at edge of island. Total	\$1,430.50
			Total \$1,430.50
Regulated by the Texas Dept. of Licensing & Regulation P.O. Box 12157 Austin, TX 78711 PH 1-800-803-9202 or 512-463-6599 website: www.license.state.tx.us/complaints			Bid Total \$1,430.50



Montgomery CAD, TX
Date Printed: 1/7/2016

This map is for illustrative purposes only and does not represent a survey. It is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The user acknowledges and accepts all inherent limitations of the maps and data, including the fact that the maps and data are dynamic and in a constant state of maintenance, correction and revision. No liability is assumed by Montgomery County as to the accuracy of the data delineated herein.



Montgomery CAD, TX
Date Printed: 1/7/2016

This map is for illustrative purposes only and does not represent a survey. It is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The user acknowledges and accepts all inherent limitations of the maps and data, including the fact that the maps and data are dynamic and in a constant state of maintenance, correction and revision. No liability is assumed by Montgomery County as to the accuracy of the data delineated herein.



Owner Information
 JAMES, MATTIE EST
 C/O JOYCE JAMES LISTER 15123 CHASERIDGE DR MISSOURI CITY, TX 77489-2310
 Parcel Number: R124030

Site Information
 7280-05-00300
 Neighborhood: 71002.0
 Description: MONTGOMERY TOWNSITE 05, TR 3 60 X 65 AREA E

Montgomery CAD, TX
 Date Printed: 1/7/2016

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ELECTION SERVICES AGREEMENT

STATE OF TEXAS ()
COUNTY OF MONTGOMERY ()

THIS CONTRACT is made this 8th day of January, 2016, by and between the Political Subdivision of _____, hereinafter called "Political Subdivision," and Montgomery County, Texas, by its County Election Officer, Suzie Harvey, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to hold a May 7, 2016 Joint Election with all participating Political Subdivisions in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the Elections Administrator of Montgomery County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Montgomery County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Montgomery County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with holding its May 7, 2016 Election. Montgomery County's certified Hart InterCivic eSlate Voting System Version 6.2.1 electronic voting equipment is to be used in the May 7, 2016 Joint Election, hereinafter called "Joint Election."
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - (a) Determine the number of election officials and voting equipment units needed for each polling location. Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Montgomery County Commissioners' Court and the County Election Board or recommended by Contracting Officer, as applicable. Montgomery County or Contracting Officer, as applicable, will make emergency appointments of election officials if necessary.
 - (b) Conduct necessary training of election officials or arrange for training through a third party. Notify all early voting and election day officials of the date, time, and place thereof.
 - (c) Arrange for the use of early voting locations per the attached Exhibit A and election day polling locations per the attached Exhibit B. If the need arises for emergency replacement polling location(s), make necessary alternate arrangements and notify Political Subdivision as soon as possible.
 - (d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Assemble and edit lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The election day list of registered voters shall be arranged in alphabetical order by voting precinct in lieu of alphabetical order by political entity.

- (e) Prepare and test all electronic voting equipment, format ballot styles, record audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements, and arrange for transport of equipment to and from polling locations.
- (f) Serve as Early Voting Clerk for the Joint Election. Process, print, mail or email, as applicable, and tabulate ballots for any eligible voter who applies for a mail ballot including all eligible Federal Post Card Application voters. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law through the Montgomery County Elections Public Information web access program.
- (g) Publish legal notice of the date, time, and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment. Publish a joint election notice one time in English and Spanish in Montgomery County newspaper(s).
- (h) Arrange for the early voting ballot board, signature verification committee if applicable, tabulation personnel, and all personnel, equipment, and supplies needed at central counting station. Tabulate early voting and election day results, including paper ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election through the Montgomery County Elections Public Information web access program.
- (i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the required temporary storage and permanent storage of said election records as provided by law.
- (j) Provide information services for voters and election officers.
- (k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.
- (l) Pursuant to Section 127.201(g) of the Texas Election Code, the requirement to conduct the partial manual count of electronic voting system ballots does not apply to a voting system that uses direct recording electronic machines (DREs). Montgomery County uses only DREs and qualifies for the exemption under this section, thereby also qualifying the participating Political Subdivisions for the exemption. This exemption must be recorded with the Office of the Secretary of State in accordance with instructions provided by that agency.

If the exemption is revoked for any reason, Contracting Officer shall conduct a partial manual count as prescribed by Section 127.201 of the Texas Election Code if required for the County election or if Political Subdivision provides Contracting Officer precincts and races ordered by the Secretary of State to be manually counted. Contracting Officer shall deliver a written report of the results of any such count to the Office of the Secretary of State as required by Section 127.201(e) of the Texas Election Code and to Political Subdivision in a timely manner.

(m) Place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. **DUTIES AND SERVICES OF POLITICAL SUBDIVISION.** Political Subdivision shall be responsible for performing the following duties:

- (a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling Political Subdivision's election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute a Joint Election Agreement with all participating Political Subdivisions for the purpose of sharing election equipment, election officials, county precinct polling locations, and costs. Serve as Custodian of Records for all election records in its possession as provided by law.
- (b) Political Subdivision shall be responsible for the legal sufficiency of any order calling its election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of its election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.
- (c) Adopt the county voting precincts for this election. Adopt all early voting dates, times, and locations on the attached Exhibit A. Adopt the election day precinct polling locations on the attached Exhibit B for each county voting precinct that is within its jurisdictional boundaries as listed on the Exhibit B. Timely confirm the accuracy of its street boundaries and precincts.
- (d) If required, prepare any necessary preclearance submission on all voting changes made by Political Subdivision and timely submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended.
- (e) Prepare, post and publish all required election notices for Political Subdivision with the exception of the joint election notice and the notice of the public test which Contracting Officer shall publish. In addition, if polling locations for Joint Election are different than those for Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the polling location has changed and shall provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless Contracting Officer has posted notice of the change at that location for Montgomery County's election. Educate the voters in Political Subdivision as much as possible about early voting dates, times, and locations and election day polling locations.
- (f) Confirm with Contracting Officer its boundaries, county voting precincts, and street details within those boundaries. If boundaries are not defined properly within Montgomery County Elections voter registration database, maps and street lists with block ranges and odd/even/both indicators must be provided to Contracting Officer. Proof and approve all programming work done for the jurisdiction according to the Exhibit C Timetable.
- (g) Deliver to Contracting Officer, according to the attached Exhibit C Timetable, an Entity Fact Sheet, Ballot Template with Spanish translations, candidate names or measures, and the order in which all items are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Review ballot proofs and approve by signature within deadlines provided.

- (h) Appoint Contracting Officer as Early Voting Clerk to receive applications for ballot by mail at P O Box 2646, Conroe, Texas 77305-2646.
All requests for early voting ballots to be voted by mail that are received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. Original applications that are faxed must be mailed to Contracting Officer for all processing.
- (i) Appoint election officials as appointed by Montgomery County Commissioners' Court and the County Election Board or recommended by Contracting Officer, as applicable.
- (j) If requested, assist Contracting Officer with recruiting bilingual poll workers and provide documentation of Political Subdivision's efforts if requested by the U. S. Department of Justice.
- (k) If candidate information packet is provided to Political Subdivision by Contracting Officer, distribute to all candidates at time of candidate filing or in another appropriate manner.
- (l) Pay additional costs incurred by Contracting Officer for a recount, election contest, newly ordered election, or a runoff election, if required.
- (m) Record the exemption from the partial manual count pursuant to Section 127.201(g) of the Texas Election Code with the Secretary of State in accordance with the instructions provided by that agency, unless the exemption for voting systems that use only DREs is revoked. If the exemption is revoked, immediately forward to Contracting Officer any information received from the Secretary of State regarding a manual count of precincts and races or a waiver of the manual count. Contracting Officer must receive this information on the same day received by Political Subdivision because of the short deadline for Contracting Officer to begin the process.
- (n) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State unless both parties agree that Contracting Officer will submit precinct reports to the Secretary of State.
- (o) Pay a deposit of 60% of its estimated cost per the Exhibit D Cost Estimate to Montgomery County Elections Administrator
P O Box 2646, Conroe, Texas 77305-2646.
Checks shall be received by Contracting Officer on or before the deadline in Exhibit C Timetable. Pay the balance for conducting said election within thirty days from the date of final invoice. All payments shall be made from current revenues available to Political Subdivision. If the amount owed for conducting the election is less than the deposit paid by Political Subdivision, Contracting Officer shall refund the overpayment in a prompt manner.

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies, and equipment in accordance with the attached Exhibit D Cost Estimate. This cost estimate may be amended, if necessary, after filing deadlines and election cancellations. Additional elections may reduce costs for each entity, and election cancellations may increase costs for each remaining entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any

prorated shared expenses plus a 10% administrative fee may be charged to Political Subdivision.

5. GENERAL CONDITIONS.


- (a) The parties agree that the timing is critical for all duties in this Agreement. Failure to adhere to any deadline in the Exhibit C Timetable without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the Timetable is critical because of Montgomery County's obligation to complete all programming and testing, process, print, and mail or email, as applicable, any military and overseas ballots by state and federal deadlines, and conduct federal, state, county, and/or other contracted elections, as applicable.
- (b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and hire necessary temporary personnel to perform contracted duties. Part-time and seasonal personnel will be compensated at the hourly rate set by Montgomery County.
- (c) Pursuant to Section 31.100(d) of the Texas Election Code, Contracting Officer may not be personally compensated for election services performed under this Agreement. In accordance with Section 31.100(e) of the Texas Election Code, only costs for contractual duties performed by full-time county employees outside of normal business hours will be allocated to Political Subdivision under this Agreement.
- (d) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will take every possible action to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.
- (e) The county early voting sites as per the attached Exhibit A will be used for the Joint Election. Any eligible Montgomery County voter in the Joint Election may vote early by personal appearance at any one of the joint early voting locations in Exhibit A.
- (f) Montgomery County Elections Department is contracting with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot that contains all races and measures in the Joint Election for which the voter is eligible at the address and in the precinct of the voter's current registration in Montgomery County. One joint voter sign-in process consisting of a common list of Montgomery County registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.
- (g) In accordance with Section 31.099 of the Texas Election Code, Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Montgomery County not later than the 10th day from receipt of the fully executed Agreement by Contracting Officer.
- (h) Montgomery County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, it shall make such arrangements separate from this Agreement.

- (i) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (j) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to participate in Joint Election. If Political Subdivision's election is canceled after the deadline in Exhibit C Timetable, a \$200 contract preparation and processing fee will be assessed to Political Subdivision in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.
- (k) Political Subdivision has the option of extending the applicable terms of this Agreement through its runoff election, if required. Political Subdivision shall be responsible for locating acceptable runoff polling locations, although Contracting Officer may assist. Political Subdivision may reduce the number of early voting locations and/or election day polling locations in a runoff election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the date must be acceptable to Contracting Officer and shall be coordinated with other participating entities. Costs will be allocated to the participating entities, plus a 10% administrative fee shall be charged. Political Subdivision shall be responsible for all orders, notices, and notice of election postings and publications required for its runoff, except the publication of the notice of public logic and accuracy test which Contracting Officer will publish.

The foregoing Election Services Agreement is made in Montgomery County, Texas, and is signed on the dates below.

MONTGOMERY COUNTY, TEXAS

January 8, 2016
Date Signed

By: 
Suzie Harvey, Elections Administrator
"Contracting Officer"
9159 Airport Road
Conroe, Texas 77303
Phone: (936) 539-7843 Fax: (936) 788-8340
suzie.harvey@mctx.org

"Political Subdivision"

Date Signed

By: _____
Name: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
Email: _____

EXHIBIT A
MAY 7, 2016 JOINT ELECTION
EARLY VOTING POLLING LOCATIONS AND TIMES

April 25 – 30	Monday – Saturday	8:00 am – 5:00 pm
May 2 – 3	Monday – Tuesday	7:00 am – 7:00 pm

Lee G. Alworth Building
(Main Early Voting Polling Place)
207 West Phillips - Conroe, Texas 77301

Magnolia Community Building
422 Melton Street - Magnolia, Texas 77354

South County Community Building
2235 Lake Robbins Drive - The Woodlands, Texas 77380

North Montgomery County Community Center
600 Gerald Street - Willis, Texas 77378

East County Courthouse Annex
21130 U. S. Highway 59 South - New Caney, Texas 77357

Lone Star Community Center
2500 Lone Star Parkway - Montgomery, Texas 77356

Election Central
(Limited Ballots, Special Forms of Early Voting and Ballot by Mail only)
9159 Airport Road - Conroe, Texas 77303

Montgomery County Elections
EXHIBIT B - Polling Location Information
May 7, 2016 Joint Election
For Election Day

As of 1/8/2016

LOC	Name	Physical Address	City	Zip
1	Willis Community Building	109 West Mink Street	Willis, TX	77378
2	Conroe Seventh-Day Adventist Church	3601 South Loop 336 East	Conroe, TX	77301
3	The Woodlands High School 9th Grade Campus	10010 Branch Crossing Drive	The Woodlands, TX	77382
4	Copperwood Apartment Building	4407 South Panther Creek Drive	The Woodlands, TX	77381
5	Longstreet Community Building	20240 Bays Chapel Road	Richards, TX	77873
6	Deretchin Elementary School	11000 Merit Oaks Drive	The Woodlands, TX	77382
7	New Caney Elementary School	20501 FM 1485	New Caney, TX	77357
8	Browder Community Center	14865 County Line Road	Willis, TX	77378
9	Dobbin Community Center	695 South FM 1486	Montgomery, TX	77316
10	Washington Junior High School	507 Dr. Martin L. King, Jr. Place North	Conroe, TX	77301
11	Lake Conroe Forest Community Building	610 Navajo Drive	Montgomery, TX	77316
12	Security Community Building	18760 Highway 105 East	Cleveland, TX	77328
13	Decker Prairie Community Building	32434 Decker Prairie Road	Magnolia, TX	77355
14	Crippen Elementary School	18690 Cumberland Boulevard	Porter, TX	77365
15	Cornerstone Church	100 Mosswood Drive	Conroe, TX	77302
16	Splendora ISD Instructional Support Services	26175 FM 2090	Splendora, TX	77372
17	First Baptist Church of Groceville	19256 FM 1484	Conroe, TX	77303
18	Magnolia Community Building	422 Melton Street	Magnolia, TX	77354
19	Montgomery City Hall	101 Old Plantersville Road	Montgomery, TX	77316
20	Travis Intermediate School	1100 North Thompson Street	Conroe, TX	77301
21	Conroe High School	3200 West Davis Street	Conroe, TX	77304
22	Lake Conroe Hills Community Building	13621 Lake Breeze Lane	Willis, TX	77318
23	Cargill Education Support Center	204 West Rogers Road	Willis, TX	77378
24	Oak Ridge Sr. High School	27330 Oak Ridge School Road	Oak Ridge North, TX	77385
25	God's Gathering Place	13850 FM 1314	Conroe, TX	77302
26	East County Courthouse Annex	21130 Highway 59 South	New Caney, TX	77357
27	Rivershire Club House	206 Scarborough Drive	Conroe, TX	77304
28	Decker Prairie Elementary School	27427 Decker Prairie Rosehill Road	Magnolia, TX	77355
29	W Montgomery County Community Development Center	31355 Friendship Drive	Magnolia, TX	77355
30	Magnolia High School	14350 FM 1488	Magnolia, TX	77354
31	Shenandoah Municipal Complex	29955 I-45 North	Shenandoah, TX	77381
32	Wilkerson Intermediate School	12312 Sawmill Road	The Woodlands, TX	77380
33	South County Community Building	2235 Lake Robbins Drive	The Woodlands, TX	77380
34	Needham Fire Department Station 64	15341 Lake Lamond Road	Conroe, TX	77384
35	Robinson Road Community Building	27434 Robinson Road	Oak Ridge North, TX	77385
36	Bennette Estates Fire Station #84	15038 Calhoun Road	Conroe, TX	77302
37	Friendship United Methodist Church	22388 Ford Road	Porter, TX	77365
38	West Montgomery County Annex	19380 Highway 105 W., Suite 507	Montgomery, TX	77356

39	Lone Star Elementary School	16600 FM 2854	Montgomery, TX	77316
40	Cryar Intermediate School	2375 Montgomery Park Boulevard	Conroe, TX	77304
41	Splendora Junior High School	23411 FM 2090	Splendora, TX	77372
42	Moorhead Junior High School	13475 FM 1485	Conroe, TX	77306
43	Panorama City Hall	99 Hiwon Drive	Panorama, TX	77304
44	Lone Star Convention Center	9055 Airport Road	Conroe, TX	77303
45	Timber Lakes/Timber Ridge Fire Station	3434 Royal Oaks Drive	Spring, TX	77380
46	Sue Broadway Elementary School	2855 Spring Trails Bend	Spring, TX	77386
47	South Montgomery County Fire Station #4	28830 Birnham Woods Drive	Spring, TX	77386
48	Sally K. Ride Elementary School	4920 West Panther Creek Drive	The Woodlands, TX	77381
49	David Elementary School	5301 Shadowbend Place	The Woodlands, TX	77381
50	Far Hills Utility District Building	10320 Cude Cemetery Road	Willis, TX	77318
51	Central Library	104 I-45 North	Conroe, TX	77301
52	New Caney ISD Annex	22500 Eagle Drive	New Caney, TX	77357
53	Woodbranch City Hall	58 A Woodbranch Drive	New Caney, TX	77357
54	Peach Creek Baptist Church	25963 FM 1485 East	New Caney, TX	77357
55	Austin Elementary School	14796 Highway 105 East	Conroe, TX	77306
56	Montgomery County Hospital District EMS Station 20	250 Harpers Landing Boulevard	The Woodlands, TX	77385
57	Stow Away Marina Cafe	13988 Calvary Road	Willis, TX	77318
58	Lone Star College System	5000 Research Forest Drive	The Woodlands, TX	77381
59	Powell Elementary School	7332 Cochrans Crossing Drive	The Woodlands, TX	77381
60	Montgomery County Juvenile Facility	200 Academy Drive	Conroe, TX	77301
61	George and Cynthia Woods Mitchell Library	8125 Ashlane Way	The Woodlands, TX	77382
62	Collins Intermediate School	6020 Shadowbend Place	The Woodlands, TX	77381
63	Montgomery ISD District Office	13159 Walden Road	Montgomery, TX	77356
64	Whispering Pines Baptist Church	15200 FM 1485	Conroe, TX	77306
65	J. L. Lyon Elementary School	27035 Nichols Sawmill Road	Magnolia, TX	77355
66	Outback	30405 Dobbin Huffsmith Road	Magnolia, TX	77354
67	Lamar Elementary School	1300 Many Pines Road 29327	The Woodlands, TX	77380
68	Knights of Columbus Hall	South Plum Creek Drive 7420	Spring, TX	77386
69	Barbara Bush Elementary School	Crownridge Drive	The Woodlands, TX	77382
70	The Woodlands Recreation Center	5310 Research Forest Drive	The Woodlands, TX	77381
71	Buckalew Elementary School	4909 West Alden Bridge Drive	The Woodlands, TX	77382
72	Bentwater Yacht Club	200 Bentwater Harbor Drive	Montgomery, TX	77356
73	Conroe Public Works Service Center	401 Sgt. Ed Holcomb Boulevard South	Conroe, TX	77304
74	Smith Elementary School	28747 Hardin Store Road	Magnolia, TX	77354
75	Windsor Hills Homeowners' Association Club House	1 East Windsor Hills Circle	The Woodlands, TX	77384
76	Westwood Landowners' Association Building	406 Mackintosh Drive	Magnolia, TX	77354
77	April Sound Church	67 1/2 April Wind Drive South	Montgomery, TX	77356
78	Galatas Elementary School	9001 Cochrans Crossing Drive	The Woodlands, TX	77381
79	Glen Loch Elementary School	27505 Glen Loch Drive	The Woodlands, TX	77381
80	Imperial Oaks Neighborhood Center	31120 Imperial Oaks Boulevard	Spring, TX	77386
81	Mitchell Intermediate School	6800 Alden Bridge Drive	The Woodlands, TX	77382
82	Kingwood College Performing Arts Center	500 Royston Drive	Kingwood, TX	77339
83	Lifestyle Community Church	16755 Highway 105 East	Conroe, TX	77306
84	South Montgomery County Fire Station # 1	335 Volunteer Lane	Spring, TX	77380

85	Northridge Baptist Church	10681 FM 1484	Conroe, TX	77303
86	Living Branch Church	13229 Highway 105 West	Conroe, TX	77304
87	Birnam Woods Elementary School	31150 Birnam Woods Drive	Spring, TX	77386
88	York Junior High School	3515 Waterbend Cove	Spring, TX	77386
89	Bear Branch Elementary School	8909 FM 1488	Magnolia, TX	77354
90	Woodforest Homefinder Lodge	101 Elk Trace Parkway	Montgomery, TX	77316
90				

May 7, 2016
Montgomery County Joint Election
Exhibit C - Timetable

The Participating Entities agree that timing is critical, and failure to adhere to this Timetable without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement.

The dates in this Exhibit C - Timetable that pertain to deadlines provided by statute are for convenience only and are not to be considered legal advice. Refer to the website of the Texas Secretary of State <http://www.sos.texas.gov/elections> for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity. Comply with all requirements for orders, postings and notices for your Political Subdivision.

Notices

Contracting Officer will provide the publication in English and Spanish of:

- public notice of the date, time, and place of the logic and accuracy test and first test of automatic tabulating equipment in *The Courier* and
- one notice of joint election in Montgomery County newspaper(s).

Immediately

If your entity is not listed on Exhibit B, "Need to Confirm Streets" is indicated on Exhibit B, has annexed territory, or has made any boundary changes, you must contact Contracting Officer at Suzie.Harvey@mctx.org and Matt.Murray@mctx.org immediately. Streets and block ranges in your jurisdictional boundaries must be defined, and this process can be lengthy. An Approval Form for streets must be signed by **February 2, 2016**, in order for you to participate in the Joint Election.

January 28, 2016

Deadline to email Suzie.Harvey@mctx.org **notification of participation** in Joint Election, even if your election might be canceled if it is uncontested. We are unable to accommodate anyone who responds late. If notice is not received by this date, political subdivision will not be included in future correspondence regarding the Joint Election or in the Exhibit D - Cost Estimate.

February 2, 2016

Entity Fact Sheet due.

February 11, 2016

Electronic Ballot Template (without candidate names) due. This must be emailed in a **Word Document** on our Ballot Template Form to Suzie.Harvey@mctx.org and Jason.Lay@mctx.org. Email candidate names separately, immediately following the Candidate Filing deadline. Email the order of candidates on the ballot immediately following your ballot position drawing.

February 19, 2016

Deadline to **order an election**, unless otherwise provided by statute. Please forward a copy of your Order of Election to Contracting Officer.

5:00 PM - Candidate Filing deadline, unless otherwise provided by statute.*

*Schedule your ballot position drawing as soon as possible, but no later than the Candidate Withdrawal deadline, and email the order of candidates on the ballot (see entry under **February 26**).

Notice of ballot position drawing must be posted for 72 hours immediately preceding drawing.

Political subdivision other than a city: The authority conducting the ballot position drawing must mail written notice of the date, hour, and place of the drawing to candidates not later than the fourth day before the drawing.

City: On receipt of a candidate's written request accompanied by a stamped, self-addressed envelope, the authority conducting the ballot position drawing must mail written notice of the date, hour, and place of the drawing to the candidate.

5:15 PM - Deadline to notify Suzie.Harvey@mctx.org whether Political Subdivision has a **contested election** for election with candidate race(s). Political subdivision will not be included in the Joint Election if we do not receive notice.

5:15 PM - Deadline to email **candidate names** exactly as they are to be printed on the ballot.

February 23, 2016

12:00 PM - Deadline to email **phonetic pronunciation** of all candidate names that are not obvious, which will be used for the ballot audio recording.

5:00 PM - Write-In Declaration Filing deadline, unless otherwise provided by statute.*

5:15 PM – If a Write-In causes election to be **contested**, deadline to notify Suzie.Harvey@mctx.org.

5:15 PM - Deadline to email the names of **Write-In candidates**.

5:15 PM – If election is uncontested as of 5:00 PM on this date, Deadline to **cancel election** with Contracting Officer and incur **no fees** under this Agreement. If election is contested as of this date, but a candidate withdrawal after this date causes election to be uncontested, no charges will be assessed if Contracting Officer is notified of cancellation on the date of the withdrawal.

February 26, 2016

5:00 PM - Candidate Withdrawal deadline, unless otherwise provided by statute.

5:15 PM - Deadline to email Suzie.Harvey@mctx.org **withdrawals** or **election cancellation**.

5:15 PM – If a candidate withdrawal on this date causes election to be uncontested, Deadline to **cancel election** with Contracting Officer and incur **no fees** under this Agreement.

7:00 PM - Deadline to email **order of candidates on ballot** (please email as soon as it is available).

Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The Participating Entities must adhere to deadlines in order for our office to meet the Federal and/or State deadlines to mail or email, as applicable, any military and overseas ballots.

March 4, 2016

Deadline to receive executed **Election Services Agreement** and **Joint Election Agreement** by mail, delivery (addresses on last page), or email Suzie.Harvey@mctx.org.

March 8, 2016

Deadline to receive **copy of Order of Election**.

March 23, 2016

Deadline to receive **deposit – 60%** of estimated cost on official **Exhibit D - Cost Estimate**, payable to Montgomery County Elections Administrator (addresses on last page).

March 24, 2016

9:00 AM - Public Logic and Accuracy Test and First Test of Automatic Tabulating Equipment held at Election Central, 9159 Airport Road, Conroe, Texas 77303.

April 7, 2016

Last day to register to vote for the **May 7, 2016** Election.

April 25 – May 3, 2016

Early Voting period.

April 26, 2016

Last day to accept **applications for early voting ballot by mail** and Federal Post Card Applications. The Early Voting Clerk may now receive applications beginning at any time during the calendar year, but no later than this date.

Applications for ballot by mail should be sent to:

<u>Mail</u>	<u>Fax</u>	<u>EMail</u>
Suzie Harvey Elections Administrator P. O. Box 2646 Conroe, TX 77305-2646	(936) 788-8340	Election.Ballot@mctx.org

Any application submitted directly to Participating Entity must be hand delivered or faxed to Election Central on the day of receipt. If faxed, the original application must also be mailed to Contracting Officer.

May 6, 2016

If applicable, last day to post notice at the entrance to any polling place from Political Subdivision's preceding election that is different from the polling place used for this election and provide the location of the new polling place pursuant to Texas Election Code Section 43.062.

Saturday, May 7, 2016

7:00 AM to 7:00 PM - Election Day

May 12, 2016

Deadline to receive ballots mailed from overseas.

Canvass Dates

Dates set by law to conduct official local canvass of returns are **May 10 - 18**, but it is recommended that you schedule your canvass date for **May 16 (evening) - 18**.

The Early Voting Ballot Board may be processing provisional ballots and overseas mail ballots as late as **May 12 - 16**. Canvass reports will be emailed as soon as possible, but they might not be available until **May 16**.

June 6, 2016

Deadline to file electronic Precinct By Precinct returns with the Texas Secretary of State.

30 days from date of Final Invoice

Pay balance due for election services. Checks should be made payable to:
Montgomery County Elections Administrator.

November 8, 2016

First day that non-permanent election records* may be destroyed IF no contest or criminal investigation has arisen and IF no open records request has been filed.

*Permanent Records: (Sec. 66.001, 67.004, 67.006, Texas Election Code)

Election results in tabulated form must be preserved as a permanent record in the election register for each local canvassing authority by:

City: the city secretary

Political subdivision other than a county or city: the secretary of the governing body or, if there is no secretary, the presiding officer of the governing body

Candidate Applications must be retained by the governing body for two years after the date of the election (Sec. 141.036, Texas Election Code).

Suzie Harvey
Montgomery County Elections Administrator

Email
Suzie.Harvey@mctx.org

Mail
P. O. Box 2646
Conroe, TX 77305-2646

Delivery
9159 Airport Road
Conroe, TX 77303

ORDINANCE NO. _____

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.

WHEREAS, the City Council for the City of Montgomery desires to call an election for May 7, 2016 in accordance with the election laws of the State of Texas; and

WHEREAS, the City Council desires to engage the services of the County Election Officer of Montgomery County to conduct the election pursuant to a *Joint Elections Agreement* and an *Election Services Agreement* with Montgomery County, Texas;

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

Section 1. In accordance with the Texas Constitution and general laws of the State of Texas, a General City Election is hereby called and ordered for the first Saturday in May, 2016, that being May 7, 2016, at which Election all qualified voters of the City may vote for the purpose of electing a Mayor and Two (2) City Council Members, Place 2 and Place 4, for full terms.

Section 2. The City Council hereby approves the *Joint Elections Agreement* and *Election Services Agreement* with Montgomery County, Texas, which authorizes the County Election Officer to conduct the General City Election on May 7, 2016 and early voting.

Section 3. No person's name shall be placed upon the official ballot as a candidate for any of the above mentioned positions unless such person has filed his or her sworn application, as provided by Section 141.031, Section 143.004, and Section 143.007 of the Texas Election Code, with the City Secretary at the City Hall, located at 101 Old Plantersville Road, Montgomery, Texas, 77316, adjusted for weekends and holidays no earlier than January 20, 2016 or later than five o'clock (5:00) p.m. on February 19, 2016. The City Secretary shall note on the face of each such application, the date and time of its filing. A declaration of write-in candidacy must be filed with the City Secretary, as provided by Section 146.054 of the Texas

Election Code. The last day for a write-in candidate to declare candidacy with the City Secretary is Tuesday, February 23, 2016 by five o'clock (5:00) p.m. In addition, the last day for a candidate to withdraw must be received by the City Secretary by February 26, 2016 by five o'clock (5:00) p.m.

Section 4. The polls shall be open for voting from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. at the following polling places, to be conducted by the officers appointed by the Contracting Officer as provided in the *Election Services Agreement* between the City of Montgomery, Texas and the County Election Officer of Montgomery, Texas, as follows:

For persons located in Voting Precinct 19:

Polling Place: Montgomery City Hall

Address: 101 Old Plantersville Road, Montgomery, TX 77316

For persons located in Voting Precinct 38:

Polling Place: West Montgomery County Annex

Address: 19380 Highway 105 W., Suite 507, Montgomery, TX 77356

For persons located in Voting Precinct 39:

Polling Place: Lone Star Elementary School

Address: 16600 FM 2854, Montgomery, TX 77316

Said election officers shall also serve as the early voting ballot board for such election; the Presiding Judge of such election shall also serve as the presiding officer of the early voting ballot board.

The County Election Officer for Montgomery County is authorized to change the above polling locations should there be a need to consolidate them for both early voting and for Election Day.

Section 5. In accordance with the Texas Election Code and the *Election Services Agreement*, the Contracting Officer shall serve as the regular early voting clerk to receive ballot applications by mail. All ballots by mail applications received by the City Secretary must be

hand delivered or faxed to the Contracting Officer as provided in the *Election Services Agreement* on the day of receipt and the original application mailed or delivered to the Contracting Officer. Further those persons voting early can vote in any of the designated early voting locations and at the times set out in Exhibit "A" as made a part hereof for all purposes. The early voting locations will be open from Monday, April 25, 2016 through Saturday, April 30, 2016, Monday through Saturday, 8:00 a.m. to 5:00 p.m., and Monday, May 2, 2016 and Tuesday, May 3, 2016, 7:00 a.m. to 7:00 p.m. Ballots voted by mail shall be sent to:

Election Central

Attn: Suzie Harvey, Elections Administrator "Contracting Officer"

9159 Airport Road

Conroe, Texas 77305

Section 6. Voting shall be conducted by the Contracting Officer utilizing the voting machines and equipment supplied by the Contracting Officer. All expenditures necessary for conducting the election, the purchase of materials, and the employment of all election officials is hereby authorized in accordance with the Texas Election Code and in accordance with the provisions of the *Election Services Agreement* and the *Joint Services Agreement*.

Section 7. The City Secretary is hereby authorized and directed (i) to furnish all necessary election supplies to conduct such election, (ii) to post notice of the election, and (iii) to publish notice of the election, as provided by Chapter 4 and Chapter 51 of the Texas Election Code except as may be provided in the *Election Services Agreement* referred to above.

Section 8: The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary, as provided by Section 52.094 of the Texas Election Code. The City Secretary shall post a notice at City Hall at least seventy-two (72) hours prior to the date on which the drawing is to be held with the time and place of the drawing, and shall also give personal notice to any candidate who makes written request for such notice and furnishes the City Secretary a self-addressed, stamped envelope. Each candidate involved in the drawing or representative designated by him/her, shall have a right to be present and observe the drawing.

Section 9. The candidate for Mayor and two Council Members receiving the highest number of votes in each of the positions to be filled shall be declared elected to such positions.

Section 10. Notice of this election shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said Code. The Mayor shall issue all necessary orders and writs for such election, and returns of such election shall be made to the City Secretary immediately after the closing of the polls.

Section 11. Said election shall be held in accordance with the Texas Election Code, as amended, except as modified by the Federal Voting Rights Act of 1965, as amended.

Section 12. The Council finds that notice of the date, place, and subject of this meeting was posted in accordance with the terms and provisions of the Texas Open Meetings Act at least 72 hours proceeding the scheduled time of this meeting.

Section 13. This Ordinance is effective immediately upon its passage.

PASSED AND APPROVED THIS 9th DAY OF FEBRUARY, 2016.

Mayor Kirk Jones

ATTEST:

Susan Hensley, City Secretary

APPROVED AS TO FORM:

Larry Foerster, City Attorney

Joint Election Agreement

Political Subdivision of _____

WHEREAS, the undersigned Political Subdivisions (collectively referred to hereinafter as "Participating Entities") will each hold an election on May 7, 2016; and

WHEREAS, Montgomery County Elections Administrator, Suzie Harvey, as Montgomery County's Election Officer, has entered into separate Election Services Agreements with each of the undersigned Participating Entities wherein the County's Elections Officer will administer elections occurring on May 7, 2016, to be held in precincts in Montgomery County, as authorized under Subchapter D of Chapter 31 of the Texas Elections Code ("Election Services Agreements"); and

WHEREAS, the Participating Entities desire to enter into a Joint Election Agreement for the purpose of sharing election equipment, election officials, precinct polling locations, and electronic voting equipment where appropriate.

NOW, THEREFORE, Participating Entities enter this Joint Election Agreement under the terms that follow:

I. Scope of Joint Election Agreement

The Participating Entities enter this Joint Election Agreement ("Agreement") for the purpose of jointly conducting elections to be held on May 7, 2016 ("Joint Election").

II. Appoint Election Officer

The Participating Entities appoint Suzie Harvey, Montgomery County Elections Administrator ("Contracting Officer"), to serve as the Election Officer to perform the duties and responsibilities of Election Officer itemized in the Election Services Agreements for the Joint Election.

III. Early Voting and Election Day

Early voting and election day voting shall be held in common precincts where appropriate, at the dates, times, and locations adopted by Montgomery County Commissioners' Court and/or authorized and ordered by the governing body of each Participating Entity.

IV. Joint Election Costs; Adjustment of Costs in the Event of Cancellation of Election; Payment

The estimated election expenses for each Participating Entity, including administrative costs and expenses for facilities, personnel, supplies, equipment, and training are reflected in the Exhibit D - Cost Estimate incorporated into each Election Services Agreement. The Participating Entities agree that they will be responsible for and will pay from budgeted funds their share of the actual election expenses attributable to each entity according to the table incorporated into the Election Services Agreements as the Final Invoice.

V. Reasonable Cooperation

The Participating Entities agree to reasonably cooperate with each other as is necessary to carry out the terms of this Agreement.

VI. Miscellaneous Provisions

1. This Agreement becomes effective with respect to each Participating Entity upon execution by that Participating Entity. The obligations of this Agreement will continue as to each Participating Entity until each Participating Entity has made full payment of its share of election costs under this Agreement and its respective Election Services Agreement, which costs are related to the Joint Election.
2. If for any reason a Participating Entity does not participate in the Joint Election, this Joint Election Agreement shall remain in effect between all remaining Participating Entities.
3. Notices given under this Agreement must be in writing and may be effected by hand delivery, fax, email, or by certified mail to the Contracting Officer and/or the Participating Entities at the addresses listed on their respective signature blocks below.
4. This Agreement may not be amended or modified except in writing executed by the Contracting Officer and the respective Participating Entity with whom the amendment or modification has been mutually agreed.
5. The obligations under this Agreement are performable in Montgomery County, Texas.
6. Venue for any dispute arising under this Agreement shall be in Montgomery County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
7. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and the Participating Entities shall perform their obligations under this Agreement as expressed in the terms and provisions of this Agreement.
8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes. Faxed signatures and/or electronic signatures shall have the same force and effect as an original signature.

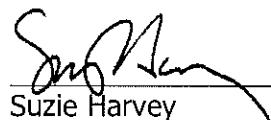
IN TESTIMONY WHEREOF, this Agreement is executed by the Contracting Officer and each Participating Entity on the dates indicated below.

See attached signature page(s):

DATE SIGNED:

January 8, 2016
Date

Signature:
Printed name:


Suzie Harvey
"Contracting Officer"

All correspondence to be directed to:
Montgomery County Elections Office
P. O. Box 2646
Conroe, Texas 77305-2646
(936) 539-7843
(936) 788-8340
suzie.harvey@mctx.org

Address:
City, State, Zip:
Telephone:
Fax:
Email:

Date

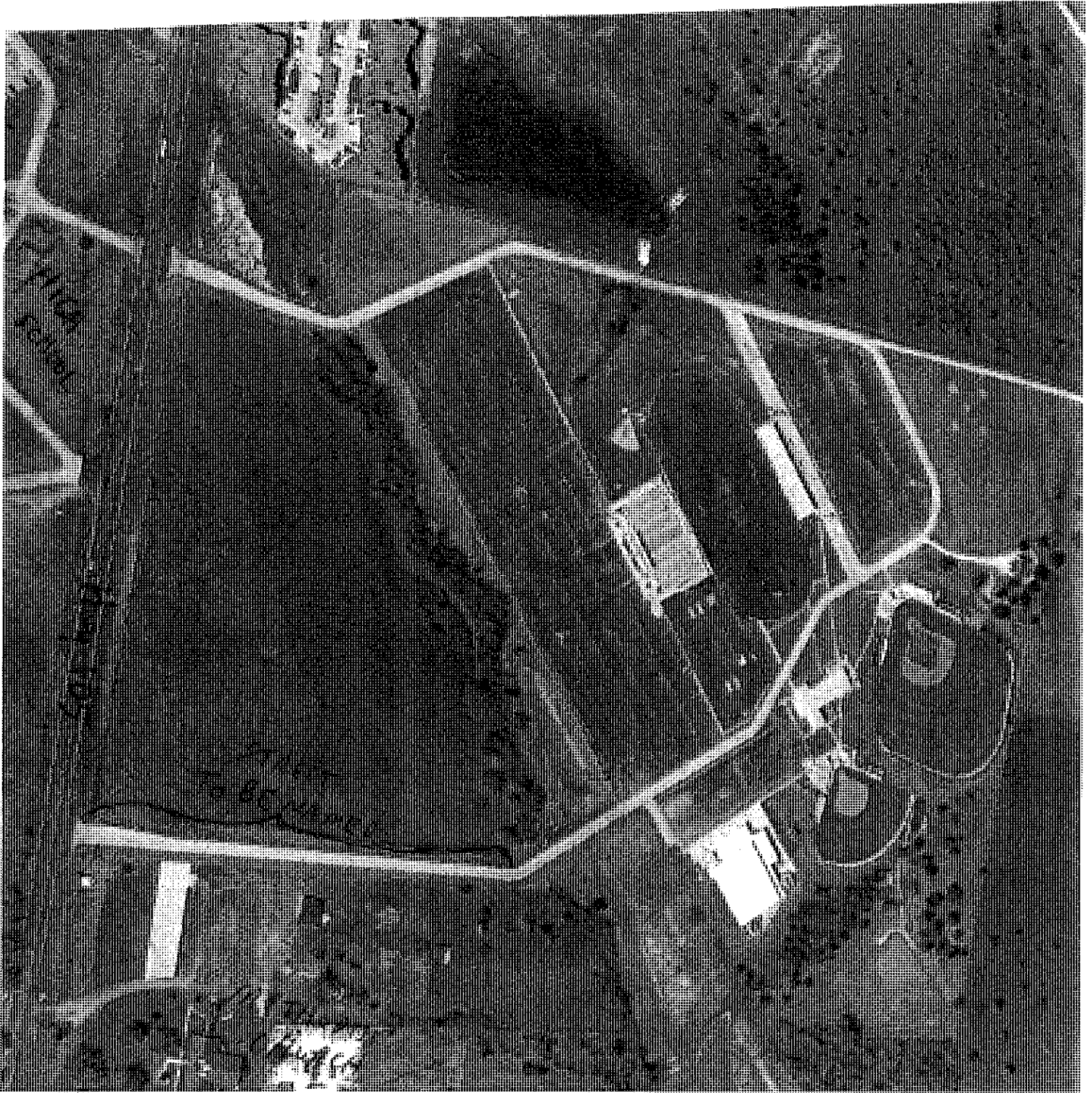
Signature:
Printed name:
Political Subdivision
Address:
City, State, Zip:
Telephone:
Fax:
Email:

Date

Signature:
Printed name:
Political Subdivision
Address:
City, State, Zip:
Telephone:
Fax:
Email:

Date

Signature:
Printed name:
Political Subdivision
Address:
City, State, Zip:
Telephone:
Fax:
Email:



Bid

Solomon Electric, Inc.

TECL #22143
P.O. Box 830
Montgomery, TX 77356
Ph. 936-597-6425

Date: 9/3/2015
Invoice #: BID
Terms:

Bid to:

City of Montgomery
Attn: Mike Muckleroy

Date	Location	Description	Amount
9/3/15	Community Center	Remove existing lights. Rewire everything possible in building. Clean up existing pipes on outside of building-remove any pipes that can be removed and run electrical through drop ceiling. Replace (23) 3-bulb T8 fluorescent lay-in's. *Total *LED lay-in's would be an additional \$1,957.00 <i>This bid replaces lights</i> <i>15,281 w/ LED</i>	\$13,324.00
			Total
Regulated by the Texas Dept. of Licensing & Regulation P.O. Box 12157 Austin, TX 78711 PH 1-800-803-9202 or 512-463-6599 website: www.license.state.tx.us/complaints			Bid Total
			Amount paid
			Balance due

Bid

Solomon Electric, Inc.

TECL #22143
 P.O. Box 830
 Montgomery, TX 77356
 Ph. 936-597-6425

Date: 9/3/2015
 Invoice #: BID
 Terms:

REVISED

Bid to:

City of Montgomery
 Attn: Mike Muckleroy

Date	Location	Description	Amount
9/3/15	Community Center	<p>Rewire everything possible in building. Clean up existing pipes on outside of building-remove any pipes that can be removed and run electrical through drop ceiling. Replace (23) 3-bulb T8 fluorescent lay-in's. Total</p> <p style="text-align: center;"><i>Replacing no lights</i></p>	\$11,624.00
Regulated by the Texas Dept. of Licensing & Regulation P.O. Box 12157 Austin, TX 78711 PH 1-800-803-9202 or 512-463-6599 website: www.license.state.tx.us/complaints			Total
			Bid Total
			Amount paid
			Balance due



Muckleroy, Mike <mmuckleroy@ci.montgomery.tx.us>

Electrical Upgrades @ Community Building

1 message

dcoopelectric <dcoopelectric@gmail.com>
To: mmuckleroy@ci.montgomery.tx.us

Mon, Jan 18, 2016 at 6:52 AM

Cooper Electric agrees to supply material and labor to do the following for the sum of \$13160.00

- 1-Replace & rewire all lay in 2x4 fixtures (23 T8 3 lamp)
- 2-Rewire all plugs & switches that is possible without any structural damage
- 3-Remove any exterior conduit that is not being used & secure any that is needed
- 4-Relocate circuits from interior panel to exterior panel and add panel if need be

Option to above instead of T8 fixtures can install LED lay in fixtures for an additional cost of \$1925.00
Excludes anything not mentioned above. Thank you for this opportunity to submit this proposal please feel free to call with any questions

Delbert Cooper T.E.C.L #22187
936-588-4747

Sent from my Sprint Samsung Galaxy Note5.

15,085 w/LED

HAARMEYER ELECTRIC, INC.

601 WACO STREET
CONROE, TX 77301
OFFICE (936) 756-1068
FAX (936) 756-1178
heincl@consolidated.net

TXECL#19149

TXMEL#3420 & #3464

“QUOTE”

TO: City of Montgomery
ATTN: Mike Muckleroy- Public Works Foreman
RE: Quote for Re-wiring Community Center Building

PROJECT: Quote includes-

1. Replacing all interior lighting with new fixtures
2. Installing (4) Exit/Emergency fixtures w/ battery back-up
3. Installing new 200A service entrance
4. Removing the existing kitchen panel
5. Eliminating as much conduit on outside of building as possible
6. Replacing existing plugs and switches

All wiring will be installed in conduit and type MC cable will be used to connect to the new fixtures. Lights are to be 3-lamp fixtures, fluorescent w/ type T-8 lamps.

For LED fixtures, add \$75.00 per fixture (\$1,725.00)

I did not include replacing the wall-pack fixtures on the exterior because they look to be fairly new fixtures. We will ensure that they are all in working order.

PRICE: \$16,481.00 (Tax is not included)

BY: Roy Haarmeyer

DATE: 1/22/2016

***Agenda Item No. 12
will be presented at the meeting.***