

NOTICE OF REGULAR MEETING

February 26, 2019

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 26, 2019 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 of the Public Hearings and Regular Meeting held on February 12, 2019.
2. Consideration and possible action regarding Certificate of Acceptance of the 18" Gravity Sanitary Sewer Extension – Phase I Project.

CONSIDERATION AND POSSIBLE ACTION:

3. Consideration and possible action on Department Reports.
 - A. Administrator's Report
 - ❖ Presentation regarding the State of the Community Report and Comprehensive Plan Community Meeting scheduled to be held on Thursday, February 28, 2019 at 6:00 p.m. at City Hall by Walter Peacock.
 - B. Public Works Report
 - C. Police Department Report
 - D. Court Department Report
 - E. Utility/Development Report
 - F. Water Report
 - G. Engineer's Report
 - H. Financial Report
4. Consideration and possible action regarding and Encroachment and Maintenance Agreement between the City and Samdana Investments, L.P. regarding placing a dumpster within a storm drainage easement.
5. Consideration and possible action regarding adoption of the following Ordinance:
AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE CITY CODE OF ORDINANCES BY AMENDING CHAPTER 98, "ZONING," FOR THE ZONING CLASSIFICATION OF A 2.186 ACRE TRACT OF PROPERTY AND A .0475 ACRE TRACT OF PROPERTY, LOCATED AT 1062 CLEPPER STREET IN MONTGOMERY FROM A "R-1" SINGLE-FAMILY RESIDENTIAL ZONING

DISTRICT TO A "B" COMMERCIAL ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE. (Ward Property - Tabled at the February 12, 2019 Meeting)

6. Consideration and possible action regarding adoption of the following Ordinance:
AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE CITY CODE OF ORDINANCES BY AMENDING CHAPTER 98, "ZONING," FOR THE ZONING CLASSIFICATION OF AN APPROXIMATELY 2.00 ACRE TRACT OF PROPERTY LOCATED AT 2560 LONE STAR PARKWAY IN MONTGOMERY FROM AN "ID" INDUSTRIAL ZONING DISTRICT TO "B" COMMERCIAL ZONING DISTRICT, AND AN APPROXIMATELY 5.00 ACRE TRACT OF PROPERTY LOCATED AT 2580 LONE STAR PARKWAY IN MONTGOMERY FROM AN "ID" INDUSTRIAL ZONING DISTRICT TO A "R-2" MULTI-FAMILY RESIDENTIAL ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE. (Jacobs Property)
7. Consideration and possible action regarding adoption of the following Resolution:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS REGARDING STAR OF TEXAS HOUSING LTD AT LONE STAR PARKWAY FOR SUPPORT AND LOCAL POLITICAL SUBDIVISION FUNDING.
8. Consideration and possible action regarding adoption of the following Ordinance:
AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS CONSOLIDATING INTO ONE CITY ORDINANCE THE NFPA 70® 2017 NATIONAL ELECTRIC CODE AND THE 2018 INTERNATIONAL BUILDING CODES, AS AMENDED, RELATED TO ALL RESIDENTIAL AND COMMERCIAL BUILDINGS; AMENDING SPECIFIC SECTIONS OF THE INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL PLUMBING CODE AND NATIONAL ELECTRIC CODE; DESIGNATING A CITY BUILDING OFFICIAL; PROVIDING FOR INSPECTION ACTIVITIES BY THE BUILDING OFFICIAL; PROVIDING A PENALTY NOT TO EXCEED \$500 FOR VIOLATION THEREOF; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A CLAUSE REPEALING THE CITY CODE REGARDING CITY BUILDING AND ELECTRIC CODES AS AMENDED; PROVIDING A TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE ON OR AFTER PUBLICATION AS PROVIDED BY LAW.
9. Consideration and possible action regarding Change Order No. 1 for the Water and Drainage Improvements on Dr. Martin Luther King Jr. Drive and Baja Road Project.
10. Consideration and possible action regarding Amendment No. 1 to Engineering Services Agreement with Jones and Carter regarding Buffalo Springs Drive Bridge Embankment Rehabilitation Project. (Tabled at the February 12, 2019 Meeting)
11. Consideration and possible action amending Contract with Jones and Carter regarding hourly rates for work performed.
12. Consideration and possible action regarding a Request for Verification of Exemption Information (Homestead, Over 65 and Disability Exemptions) for Use on the 2019 Notices of Appraised Value and 2019 Assessment Rolls.

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.

- 13. Adjourn into Closed Executive Session as authorized by the Texas Open Meetings Act, Chapter 551 of the Government Code, in accordance with the authority contained in the following:
 - a) Section 551.087 (deliberation regarding economic development negotiations)
- 14. Reconvene into Open Session.

POSSIBLE ACTION FROM EXECUTIVE SESSION:


- 15. Consideration and possible action(s) if necessary on matter(s) deliberated in Closed Executive Session.

COUNCIL INQUIRY:

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

ADJOURNMENT




Susan Hensley, 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 22nd day of February, 2019 at 3:15 o'clock p.m. I further certify that the following news media was notified of this meeting as stated above: The Courier

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

MINUTES OF PUBLIC HEARING and REGULAR MEETING

February 12, 2019

MONTGOMERY CITY COUNCIL

CALL TO ORDER

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

Present: Sara Countryman Mayor
Jon Bickford City Council Place # 1
John Champagne, Jr. City Council Place # 2
T.J. Wilkerson City Council Place # 3
Rebecca Huss City Council Place # 4
Tom Cronin City Council Place # 5

Absent:

Also Present: Jack Yates City Administrator
Larry Foerster City Attorney
Susan Hensley City Secretary
Chris Roznovsky City Engineer

INVOCATION

T.J. Wilkerson gave the Invocation.

PLEDGE OF ALLEGIANCE TO FLAGS

PUBLIC HEARING(S):

Convene into Public Hearings for the purpose of giving all interested persons the right to appear and be heard regarding the following:

1. Receive Final Report from the Planning and Zoning Commission dated January 14, 2019 resulting from their Public Hearings held on October 22, 2018 and November 26, 2018, regarding
 - a) A request to rezone the property located at 2580 Lone Star Parkway, Montgomery from ID-Industrial to R-2 MultiFamily, by owner Larry Jacobs; and
 - b) A request to rezone the property located at 2560 Lone Star Parkway from ID-Industrial to B-Commercial, by owner Larry Jacobs.

Jon Bickford moved to accept the Final Report from the Planning and Zoning Commission dated January 14, 2019. John Champagne seconded the motion, the motion carried unanimously. (5-0)

2. Convene into Public Hearing – Regarding the following:
 - a) A request to rezone the property located at 2580 Lone Star Parkway, Montgomery from ID-Industrial to R-2 MultiFamily, by owner Larry Jacobs; and
 - b) A request to rezone the property located at 2560 Lone Star Parkway from ID-Industrial to B-Commercial, by owner Larry Jacobs.

Mayor Countryman convened the Public Hearing at 6:07 p.m.

Mr. Yates stated there has been no public comments received at City Hall regarding the rezoning request.

Mr. Larry Jacobs, owner, handed out additional information and stated during the last week he has contacted all the people west of 149, including the Carwile property and sent them information, which was sent out by the City to the property owners within 200 feet of the property being considered for rezoning. Mr. Jacobs said the package includes the permitted uses in the industrial zone and he started having a conversation with Jenny Stewart. Mr. Jacobs said the second package is the industrial zone, and the second page is the list of owners that have been affected by industrial zoning along Lone Star Parkway. Mr. Jacobs introduced his partner, Mr. Mike Wise, who was also present. Mr. Jacobs said those letters that he sent out to the various tracts of land are identified on the third page of his information. Mr. Jacobs said behind the information is a series of letters where the neighbors are making statements regarding the rezoning requests, with one being read as an example: “Please be advised that I recommend approval by City Council of the

referenced zoning request as detailed in the attached letter from the City to various neighbors, per the attached letter, list, and map. While my (our) property is not within the 200 feet notification zone, it is within the industrial zoned area along Lone Star Parkway, west of FM 149. I do not think the attached Industrial Zone Permitted Uses meet my vision for the future of my property or our neighbors'. Please approve the rezone request. Mr. Jacobs said there should be a copy of all the letters, including one from the Carwile's, attached to the information.

Mr. Jacobs stated that they have a lot of neighborhood support. Mr. Jacobs said he changed his zoning request from when he came to the City previously, putting a business buffer between the development and the road. Mr. Jacobs said this is the same type of project as the Heritage one was. Mr. Jacobs said he spoke to the Chief, Nappi and asked him about the crime reports coming out of the Heritage projects, what kind of people were in the projects and whether they were bad for communities, and the Chief advised no, they were just working people and he had not experienced any unusual amount of crime. Mr. Jacobs said he would really appreciate City Council approving this, and said this is the second time, and they have a quiet little tract in the back. Mr. Jacobs said when they went through the process last time and they were competing against Matt Fuqua and his group they graded out higher with the State as a preferred location. Mr. Jacobs said they were not any farther from shopping than Mr. Cheatham is on the west side of town. Mr. Jacobs said the people that go to the apartments have jobs, have security clearances and they are just citizens that do not make as much money as you and I do. Mr. Jacobs said he would appreciate the City's consideration and said if they have any questions he would be available. John Champagne said he did not think that it was appropriate at this time to have a dialog. Mr. Jacobs said he was probably right, but said he would send out his contact with staff and said he would love to talk to anyone. Mr. Jacobs said he thought they had a whole gateway of uses that they feel are better uses than the two pages provided for the industrial zone, and he wanted to start that process.

Adjourn Public Hearing.

Mayor Countryman adjourned the Public Hearing at 6:14 p.m.

Convene into Regular Meeting

Mayor Countryman reconvened into the Regular Meeting at 6:14 p.m.

PRESENTATION:

Presentation of Plaques of Appreciation to: Dana Bickford, Don Carter and Randy Burleigh.

Mayor Countryman presented to Dana Bickford, a plaque stating the following:

In recognition of your many years of dedication to the City of Montgomery and service at Fernland Park as:

Head Docent – 2017 - 2018

Docent – 2013-2017

Thank you for your stewardship and diligence in promoting the history and ambiance of Fernland Park in Montgomery. Your dedication and service will not be forgotten by the City of Montgomery and the many citizens you have touched.

Mayor Countryman then presented to Don Carter, a plaque stating the following:

In recognition of your many years of dedication to Memory Park, which began October of 2005 following the passing of your late wife Shane, you made a generous donation, providing the seed money to begin the project.

Your continued dedication to Memory Park including establishment of “Shane’s Garden” a fragrant rose garden located at the entrance of the Park.

Your contribution, dedication and service will not be forgotten by the City of Montgomery and the many citizens who continue to enjoy Memory Park.

Mayor Countryman then presented a plaque to Randy Burleigh that stated the following:

In recognition of your many years of dedication to the City of Montgomery and continued service in many areas, which include work on the Montgomery Water Board, work on the Memory Park irrigation system, serving on the Montgomery Capital Improvement Advisory Board and Montgomery Technical Operations Review Committee.

Thank you for your stewardship and diligence in serving the City of Montgomery. Your dedication and service will not be forgotten by the City of Montgomery and its citizens.

VISITOR/CITIZENS FORUM:

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Mr. Jacobs stated that he had already made his statement during the Public Hearing.

Mr. Phillip LeFevre stated that the City of Montgomery does a lot of things right, such as, vacation watches by the Police Department, and if something is wrong with a Lift Station or sewer, Mr. Muckleroy or someone goes out and check and is part of the City services. Mr. LeFevre said the exception is the City Engineer, which the City has outsourced.

Mr. LeFevre said several years ago they received a \$230 invoice for Jones and Carter to make a phone call to find out something that they could have told them in 10 seconds. Mr. LeFevre said what resulted of that complaint was they met with the City and quite a few thousand dollars was credited back to him because of different and double billing, so things seemed to be going smooth and hopefully they were on the right foot. Mr. LeFevre said they have started to get invoices and the costs are going up, for example, the cost for inspections when they did Section One of Lake Creek Village was \$171 a lot, Section Two was \$285 per lot, and now Section Three was \$393 per lot. Mr. LeFevre said one of the most recent invoices is \$615.25 to inspect the road, and said he did not know how many people it took to inspect the road, but that is an awful lot of money. Mr. LeFevre said they also received another bill for \$85 for them to drive by and check whether they had completed the work. Mr. LeFevre said they told the engineers and the City that their contractor does not want to clean out the culverts and drains until the weather changes because the grass won't set and it does not make any sense to do that because it will just fill up again. Mr. LeFevre said he did not feel this was right, and he thought that was one of the prices for outsourcing things that should be basic City services that we pay taxes for anyway. Mr. LeFevre said he did not think engineering should be pushed onto people, and said there were some services the City should offer. Mr. LeFevre said Oklahoma just passed a rule that the police there can do civil forfeiture, and now they can take credit card readers with them with no right to a jury, trial or evidence, and they can assess a fine.

Mr. LeFevre said his second point was his biggest regret in the last 10-12 years, they have built a lot of roads and utilities that they gave to the City and they should have gone to the City and negotiated some form of additional tax or some form of provision so as the improvements age there are funds available. Mr. LeFevre said he has noticed several City Council members have mentioned in passing that particular roads need to be looked at, and in the previous year's little or no money was spent on the roads, and he worries that the City thinks that everything should be free. Mr. LeFevre said if you get things for free you don't respect them. Mr. LeFevre said he sees that not necessarily with outsourcing, but with some of the grants the City is getting. Mr. LeFevre said as an example, Gardner Drive, there was a developer that was contractually obligated to build that road as a condition of sale, and in his mind that road should have cost \$200,000 to \$400,000, but the City got a grant, which has a higher level of engineering requirements, lawyers so a lot gets built in fluff. Mr. LeFevre said he forgot what Gardner Road cost, \$700,000 - \$800,000, which was more than he thought it would cost. Mr. LeFevre said many of them feel that the

Buffalo Springs Bridge should have cost a lot less if it would have been done without getting these grants that require all these levels of oversight. Mr. LeFevre said now there is this discussion about Atkins Creek and he is not sure whether the current proposal is \$405,000, and he was not sure if that included stabilizing the Creek, because if you do not stabilize the Creek you do not need to spend a penny on doing anything else because whatever you do is going to be transitional and will not be permanent. Mr. LeFevre said when you get public funds you have a whole level of what you have to do that is basically, in his mind, squandered in paperwork and the price is Plez Morgan, because here is a road that was well built, built by the largest contractor in Montgomery County, given to the City, and followed all the City specifications; core testing was done, which the City seems to have lost their core testing, and now all he reads is they do not know what is under Plez Morgan. Mr. LeFevre said they go for this huge grant and all of a sudden we do not get it for Plez Morgan, and the City says they have talked to developers and it will only cost \$20,000 to fix it. Mr. LeFevre said to him that is a statement on society that we are going out to borrow hundreds of thousands of dollars when they could have fixed it for \$20,000; in fact if they maintained it 10 years ago it might not even cost that much. Mr. LeFevre said he feels that the City needs to get away from begging Mike Meador to go and pave our roads; we need to stand on our own feet, and he did not think the City needs to be raising grants for hundreds of thousands of dollars, where we are the prime beneficiaries of engineers and fund raisers and lawyers, when you don't necessarily get a good product.

CONSENT AGENDA:

3. Matters related to the approval of minutes of the Public Hearings and Regular Meeting held on January 22, 2019.
4. Consideration and possible action regarding approval of an emergency expenditure of \$20,626.00 for the water line repair at Atkins Creek on FM 1097.
5. Consideration and possible action regarding Amendment No. 1 to Engineering Services Agreement Jones and Carter regarding Buffalo Springs Drive Bridge Embankment Rehabilitation Project.
6. Consideration and possible action regarding Certificate of Acceptance for public water, public sanitary sewer, and public paving included in the Emma's Way Extension (Dev. No. 1020) including acceptance of maintenance bond.

Rebecca Huss and Tom Cronin requested to break out Agenda Item 5 for discussion. Rebecca Huss said she did not think that an amendment to a contract that is already completed should be run through the Consent Agenda with a big increase and there is a lot of information that is missing. Rebecca Huss said she really thinks that this needs a much longer discussion before they look at a contract amendment. Rebecca Huss said she would like to make sure that Jones and Carter is getting their money from FEMA and not from the City, and that any reimbursements that the City

is getting from FEMA is reimbursing the General Fund from the Construction Fund, because they still have \$200,000 outstanding. Rebecca Huss said the way that the reimbursements should be working is that the engineer fills out the proper paperwork, the City signs it, it goes to FEMA, and then FEMA either approves or doesn't approve, so we need to make sure that all of this stuff is happening properly and the City is not floating any more money than it has already to. Rebecca Huss said she just could not see that they are giving a 37 percent increase in the engineering on a Consent Agenda item, they need a much larger presentation item than this.

Tom Cronin said he had a problem with the total amount and asked if there was not a contingency that was built, or do they just feel free to bill when they feel they have put more time than they originally estimated and they feel the City is obligated to pay them. Tom Cronin asked what happens if the City does not pay them. John Champagne said that was a good question.

Rebecca Huss moved to separate out Agenda Item 5 from the Consent Agenda and placed on the next City Council Agenda as an item to answer all of these questions. John Champagne seconded the motion.

Discussion: Jon Bickford confirmed that the motion was to remove Agenda Item 5 and move it to the next City Council Meeting Agenda. Mayor Countryman said that was correct.

The motion carried unanimously. (5-0)

Rebecca Huss moved to approve the other Consent Agenda Items 3, 4 and 6 as presented. Tom Cronin seconded the motion, the motion carried unanimously. (5-0)

CONSIDERATION AND POSSIBLE ACTION:

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

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE CITY CODE OF ORDINANCES BY AMENDING CHAPTER 98, "ZONING," FOR THE ZONING CLASSIFICATION OF A 2.186 ACRE TRACT OF PROPERTY AND A .0475 ACRE TRACT OF PROPERTY, LOCATED AT 1062 CLEPPER STREET IN MONTGOMERY FROM A "R-1" SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT TO A "B" COMMERCIAL ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE. (Ward Property)

Mr. Yates advised this was the adoption of the Ordinance for the Ward property rezoning and would be the final action. Mr. Yates stated this is two parcels of property located next to each other where Mr. Ward is asking that the property be rezoned from "R1" Single Family to "B" Commercial. Mr. Yates said the Planning and Zoning Commission has recommended approval of the rezoning. Mr. Yates said there has been a dispute between Mr. Ward and Mr. Lobojacky, but the City Attorney's opinion regarding that matter is Mr. Ward is making his application based upon his property and if they were to work that out later that would affect the zoning, but right now you would be approving the property Mr. Ward is requesting.

Jon Bickford asked if the City knows why they are moving from residential to commercial. Mr. Yates advised it is a request from Mr. Ward. Rebecca Huss stated that Mr. Ward is present. John Champagne asked if there was a commercial project in the plans. Jon Bickford said the property is right next to and sort of in the residential area, so if they are going to build something, do they know what they are going to build, is his question. Jon Bickford said he would want to know what they are going to build before he went with commercial. Mr. Yates said that Mr. Ward has stated that he has in mind a small office building or a small strip center, but once it is zoned commercial it can be any type of commercial use, such as a service station or store; it can be a lot of things. Mayor Countryman asked if that meant at this time nothing has been identified for that property. Mr. Yates said that is correct. John Champagne said he personally would be more apt to vote for something like that, if in fact there was an office complex, keeping in line with the historical nature of the other office complexes. John Champagne stated if there was nothing planned and they are just changing it to commercial for increased value he is not sure he would be for it. Jon Bickford said the challenge is they do not know what the plan is, if they do not know what exactly is going in at that location.

Mr. Ward stated that right now all he has is a letter from one of the people interested in the property and they are wanting it for a wedding venue. John Champagne said that was even better. Mr. Ward said they are currently operating in the City of Montgomery, and in addition to that use he has also had interest from a day care company that wants to put in a day care. Mr. Ward said the size of the property is just under three acres and is not really well suited for residential. Mr. Ward said he has had one person express interest in it, but what they described to him did not seem logical. Jon Bickford said once Mr. Ward sells his property he is out of it, unless he puts specific conditions on what could or could not be built. Mr. Ward said that he is going to be selective on who he sells the property to and what they sell to or if they can't sell it he will hold it for their own use down the

road. Mr. Ward said he was talking about a small office complex. Mayor Countryman said the merchant was in the wedding business not a wedding venue. Jon Bickford said he would probably be more comfortable if they knew, given where the property is located, he is sensitive to the location and what is around it. Jon Bickford said he did not know if this would be a problem for Mr. Ward or for what his plan for the property is, but it would seem to make more sense to bring this to City Council when he has a buyer for the property and the plan for the property would be presented to City Council. Jon Bickford said that would be easier to deal with than changing the use and stating what he wants to do with the property, but something could change and the City would not have any control over it and who knows what would be put in there.

John Champagne asked the City Attorney about having a conditional variance based on anticipated commercial use. Mr. Foerster said he did not think the ordinance speaks to that, he believed that City Council either granted the zoning or they don't. John Champagne said the question was could they make a motion to give a conditional variance based on anticipated, or what they would wish to be placed on the property in terms of a commercial entity. Mr. Foerster said the ordinance before City Council does not speak to that. Rebecca Huss said it would be basically rezoning with deed restrictions. Mr. Yates said that would be called contract zoning, which can't be done.

Rebecca Huss said that they have discussed the commercial historic district in the past, and it is really small and in order to expand it they are always going to come up with the problem of residential. Rebecca Huss said in order to expand you have to figure out another designation for light commercial or low impact commercial, such as galleries, restaurants or something acceptable, so there would be less risks involved for City Council and it would allow Mr. Ward to sell his property to someone that would understand the permitted uses that would be allowed. Mayor Countryman said that would give them a better idea as to what would be coming into that location. Rebecca Huss said this is a problem they have come up against in the past. Mr. Yates asked if it would make a difference if it was in the Historic District. Rebecca Huss said John Champagne's point is that once you rezone you lose control of the use, so this is a question on how you keep control of the use by rezoning, but let Mr. Ward use his land as well and still meet the City's goals. John Champagne asked if they could increase the size of the Historic District and have this commercial use fall under that. Mr. Yates said for the City to take it over, they would have to go through the process and said Mr. Ward could certainly apply for it to be in the Historic District. John Champagne said he could only speak for himself, and said that he was open to it, but he just did not want a machine shop going into that location. Mr. Ward said he did not want that use in there, and said he thought a day care venue sounded very nice.

Mayor Countryman asked whether Mr. Ward would be interested in applying to be included in the Historical District. Rebecca Huss said maybe they could postpone this action and see what kind of solutions they can come up with to achieve all of their goals. Jon Bickford said if someone has something and they are ready to make an offer that is contingent on this action that would be something that they could say was going to go into that location. Mr. Ward said he wanted to see how receptive City Council was to this use. John Champagne said he thought there was receptiveness by City Council regarding this, just under certain conditions. Mr. Foerster said as a point of observation, if the City Council chooses not to pass the ordinance at this time and then later Mr. Ward does have persons who state exactly what they want on that property, they will have to go through the public hearings and the process all over again. Mayor Countryman said that is what they would expect they would have to do.

John Champagne moved that City Council does not pass the ordinance as presented by the Planning and Zoning Commission.

Mr. Yates said, as a matter of clarification, the City Attorney said they could take away the ordinance for one meeting if they wanted to. John Champagne asked why they would do that. Mr. Yates said it would buy them some more time for Mr. Ward. Mr. Yates said they could table action on the ordinance.

John Champagne said he had no problem tabling the ordinance until the next meeting. John Champagne moved to table action on the ordinance until the next meeting. Rebecca Huss seconded the motion, the motion carried unanimously. (5-0)

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

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE CITY CODE OF ORDINANCES BY AMENDING CHAPTER 98, "ZONING," FOR THE ZONING CLASSIFICATION OF A 7.710 ACRE PROPERTY, BEING TRACTS 23-A AND 24-A LOCATED AT THE SOUTHWEST CORNER OF OLD PLANTERSVILLE ROAD AND WOMACK CEMETERY ROAD, FROM "ID" INDUSTRIAL ZONING DISTRICT TO "R-1" SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE. (Kammerer Property)

Mr. Yates said this property is part of a larger tract of land and the seven acres is the part of the property that is located inside the City of Montgomery. Mr. Yates said this is part of a 400 acre tract that the owner is marketing right now as R-1 Single Family.

Rebecca Huss said they discussed this before and this is what the neighbors in the area were asking for when they were looking at the Fisher property. Jon Bickford said he could see nothing wrong with going from industrial to residential, and it is located in a residential area.

Jon Bickford moved to adopt the Ordinance and rezone the property from ID-Industrial to R-1 Single Family Residential. John Champagne seconded the motion, the motion carried unanimously. (5-0)

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

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTION 545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE (Extending the school zone area on SH 105 by the High School.)

Mr. Yates advised this ordinance is per TxDOT's recommendation and is to extend the school zone from the west to the east 690 feet to the current boundary, which is near McWashington Drive/east of the football stadium entrance. Mr. Yates said the proposed eastern edge of the school zone would be approximately 200 feet east of the traffic light at Old Plantersville Road.

Rebecca Huss asked if TxDOT was going to move the speed limit signs as per the previous Resolution, because they still have not done the 45 mph signs on the east side of the City. Mr. Yates said he did not know why they have not done that yet. Rebecca Huss said TxDOT has moved the 35 mph signs but not the 45 mph signs. Mr. Yates said he would check on them. Jon Bickford asked if this was being requested by the City or TxDOT. Mr. Yates said it was being requested by TxDOT.

Jon Bickford moved to accept the Ordinance altering the prima facie speed limits established for vehicles under the provisions of Section 545.356 based on TxDOT's engineering and traffic investigation. John Champagne seconded the motion, the motion carried unanimously. (5-0)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY TEXAS, TO EXPRESS ITS OPPOSITION TO LEGISLATIVE INTERFERENCE WITH LOCAL SERVICES, LOCAL REVENUE, AND LOCAL CONTROL.

Mr. Yates stated that this is regarding various Texas State legislative bills offered in this current upcoming session and in previous sessions that are thought to infringe upon the local control of city governments. Mr. Yates said that many cities are joining in the “Our Home, Our Decisions” lobbying effort of the Texas Municipal League. Mr. Yates said if passed, he will send a copy to Representative Metcalf and Senator Nichols, and to TML so they can add our name to their list.

John Champagne stated that if it pleased the City Council, he would like the honor of making the motion to approve this Resolution as proposed. Tom Cronin seconded the motion, the motion carried unanimously. (5-0)

11. Consideration and possible action regarding a request from Fernland, Inc. for funds to repair the Crane Cabin by Gareth Westlake.

Mr. Westlake stated that he is present representing Fernland Historical Park, and advised the Crane Cabin north wall has some logs that are rotting and it has gotten to a pretty bad state. Mr. Westlake said it has taken some time to find a company that would come and work on this type of cabin and do the repairs. Mr. Westlake said they have to remove the logs and replace them with brand new logs. Mr. Westlake advised they would save the inside of the logs so that it will look historically correct; on the outside the logs will look new for one summer until they age. Mr. Westlake said he was not here asking for any money, they do have money in their budget, but the issue is this is the City’s cabin and Park. Mr. Westlake said they have done the work for the City as the Fernland Board, they have investigated a company to come and do the repair, with the numbers on how much they think the work will cost. Mr. Westlake said they are willing to put in over 80 percent of what they have in available funds to contribute to this effort. Mr. Westlake said he is happy to go to MEDC and have this conversation with them to see if they want to contribute some money, but ultimately this is the City’s cabin to consider the repair.

John Champagne said he thought Sam Houston University owned the cabins. Mr. Westlake said that was a great question, and he actually got a copy of the contract that the City signed in 2010,

and it states that the City is responsible for the maintenance of the buildings, however, there is something in there about normal wear and tear that should be reviewed. Mr. Westlake said his recommendation is they should probably look at that first, and said he did think that it would be worthwhile regardless. Mr. Westlake said the contract states the City has to contact Sam Houston before they do any repairs anyhow, so he felt that it would be worthwhile to have the City reach out to Sam Houston to express the issue. Mr. Westlake said they are happy to be engaged in that conversation, but regardless, the cabin is in a state and eventually it will fail, but said that he could not say when that would happen. Mr. Westlake said when the logs reach a point they will eventually collapse.

Jon Bickford said Sam Houston State must know someone, because the City is responsible for maintenance and this is not maintenance, this is a structural issue and to him it goes way beyond maintenance. Jon Bickford said Sam Houston needs to start making some decisions about whether or not they want to maintain the structure because that is a pretty big amount to hit the City with. Jon Bickford said he thought the City needs to establish where the line is between maintenance and structural recreation with Sam Houston State. Mr. Yates said the last time that he had any dealings with Sam Houston State was over the roof of the Hulon House. Mr. Yates said they wrote a letter to Sam Houston State, and at that point our insurance was covering 90% of the cost and the City asked Sam Houston State for 10% and they refused to pay that. Mr. Yates said the more definitive response would be to try and get the proposition of their position about support of this because they are going to have more items like this.

Tom Cronin asked the lead time it will take to get the people from North Carolina in place. Mr. Westlake said they actually said they were booked up this year and the earliest they could get the City in would be December of this year, so realistically they are looking at next year.

Mayor Countryman asked if there were any other cabins that need this attention as well. Mr. Westlake said Mr. Newman has done a fantastic job of maintenance of the porches or replacing the smaller items, and said he did not think at the moment they have anything they are aware of like this repair, which is considerable. Mr. Newman said about the only thing that might be coming up will be the shingles for the two cabins, because they are deteriorating in places and they can't be replaced so a decision will need to be made as to whether the City wants to maintain the historic look and go back with wood shingles, which will be very expensive. Mr. Newman said he purchased some for the bell tower seven years ago and it was \$600 just for that small amount. Mr. Newman said there are not a lot of people making wood shingles in this area. Mayor Countryman

asked if that would be six months or six years. Mr. Newman said that would probably be a couple years, depending on the weather.

Tom Cronin then asked if the City Attorney could look over the contract and review the information. Mr. Foerster said the call should probably come from the Mayor or the City Administrator. Mr. Foerster said he will check with his contact at the Sam Houston State History Department, Dr. Jeffrey Littlejohn to see if the History Department has any connection to this or not.

Jon Bickford said that Mr. Westlake had said that he was not asking for any money. Mr. Westlake said he wanted to be very clear on this, stating that unfortunately the way that it was presented, which was probably his fault, they were not asking for the 1/3 of the funds; we can contribute up to a third, which is up to \$6,300, which is what they are offering and they would love to contribute if the City has to contribute. Jon Bickford asked to confirm the estimate is \$18,980 and Mr. Westlake is saying they can help with \$6,300, which would be a third of the cost and the majority of the funds they have on hand. Mr. Westlake said if they went to MEDC and they could do a third. Jon Bickford said he thought they needed to contact Sam Houston State to see if they can do it 100 percent.

John Champagne asked if it was possible to brace the cabin to keep it from falling down in the interim. Mr. Westlake said they probably could brace the structure if they thought it was a safety concern. John Champagne then asked what the average number of people was that are going through that park in a month. Mr. Yates said it was about 1,200 visitors. John Champagne said they need to find a way to get a \$1 from these people. Mr. Newman said they have discussed ideas for fees and they are trying to do it on a voluntary basis for all the tours that they are doing. Jon Bickford said there are boxes for donations at Fernland. Mr. Westlake said from the Fernland Board standpoint they are a 501c (3) organization so they can't have fees, they can do fundraisers. Mayor Countryman said there are a lot of photos that are taken at Fernland and asked if those funds go to the City or does it go to Fernland. Mr. Westlake said it goes to the City. Jon Bickford said there are boxes at the park and he did not know what donations come in because they do not get a report on what donations are being made. Mayor Countryman said they could get businesses to sponsor each cabin and they could help pay. Mr. Westlake said when they were originally tasked by City Council to put the park in place in 2010-2011, most of the work that was done there was privately funded; they got grants and talked to businesses, and got individuals to donate all the chimneys. Mr. Westlake said they could not move the cabins with the chimneys in place, so they

had people donate and rebuild the chimneys, which is incredibly expensive. Mr. Westlake said it might have been noted in the packets, if they have to empty their account to do this work they would absolutely have to try to get a grant so they can help with the next initiative. Mr. Westlake said they do have options to close the gap on this, but it comes down to who is ultimately responsible. Jon Bickford said he thought that was the key, and he thought that they did not think the City or the Board should get in the position where we take ownership of something we did not contractually take ownership of. Jon Bickford said if they keep going above and beyond, they are going to keep letting us do that. Jon Bickford said Sam Houston State has responsibility for something, just like we have responsibility for maintenance, but this is a substantial structural issue that goes far beyond what would be maintenance.

Tom Cronin asked to confirm that there was not a short term safety issue. Mr. Westlake said he was not going to make that statement because he is not an engineer and he does not know for sure. Mr. Westlake said the person that came out and looked at the cabin was not in a panic mode, but he did not know.

Mr. Newman said the scenario that we have before us right now did not just come on us, this has been repaired before when the Thorpe's' did it, which was in the 1970's, and some of that has deteriorated now. Mr. Newman said one of the things that they need to do, since it is still a City Park, they can only help and advice and some things that they can do physically, but they need to go in and seal all the wood structures. Mr. Newman said a church on FM 149 came down with about 60 people and they coated the structures with oil, which needs to be done every three years because that wood is old and moisture deteriorates it. Mr. Newman said he thought that they have done pretty well so far with the park, and they have not found too many big things and they have taken care of most things, but the logs are beyond their capabilities.

Mayor Countryman said Mr. Westlake mentioned grants and asked if they have explored those options for the Park. Mr. Westlake said there are options and grants available, they are not big money grants, and they usually just pay a portion of the cost. Mr. Westlake said if they have to do this project and use their funds, they would absolutely try and recoup the funds and go after some of those projects. Mr. Westlake said for many of the grants they want to see the project finished before they pay funds.

John Champagne asked who was going to spearhead this project. Mr. Yates said he would. Mr. Foerster said he would work with Mr. Yates. Jon Bickford said they might need to send Sam

Houston a letter regarding the contract. Mr. Yates said he would work with the City Attorney and he will be attending the Fernland Board Meetings. Jon Bickford said we can ask nicely and if that does not work they can send a copy of the contract.

Tom Cronin asked if they needed to make a motion regarding this matter. Mr. Foerster stated that he felt City Council had given he and Mr. Yates enough instruction on what they need to do next, so he would recommend they table this item and within the next two weeks hopefully they will contact Sam Houston State along with his personal contact with the History Department to see if he can be of any help.

Rebecca Huss moved to table this item. Tom Cronin seconded the motion, the motion carried unanimously. (5-0)

12. Consideration and possible action regarding:

a. Mason Street options; and

b. Letter to Commissioner Mike Meador requesting 2019 street paving assistance.

Mr. Yates advised this item has to do with the Mason Street options. Mr. Yates said the City Attorney has concluded that Mason Street, the paved area between Maiden Street and Prairie Street, is a City public street, based upon its public use for more than 10 years as “right by prescription.” Mr. Yates said the City Attorney has the opinion that the only way the street can be vacated is for a petition from Mr. Brosch. Mr. Yates said the only other way the city could otherwise control this property would be to make it into a park or plaza type area and change its use, as provided by State law. Mr. Yates said Mr. Brosch is no longer interested in any type of trade or a vacation of the street, he is interested in the street being paved.

Mr. Yates said if the City paves the road, the estimated cost would be \$14,000 because it is in such a state they would need to mill and add base. John Champagne asked what the City’s budgeted amount for street repairs is for this year. Mr. Yates said what City Council did was put \$229,000 into contract labor/streets and that was essentially the difference between the expenses and revenue in the general fund. Mr. Yates said he thought they touched about \$5,000-\$10,000 of that amount, so he thought there was about \$220,000 remaining. John Champagne said then lets pave it, because that is what they are supposed to do, they are supposed to pave streets among other things. Rebecca Huss said that she would like to make it clear that Mason Street will no longer be allowed to be ad

hoc closed whenever they feel the need to string a lone across it. John Champagne said that is absolutely fine and understood; it is not their street.

Mr. Yates said the other item is they are asking Commissioner Mike Meador for assistance in paving Caroline Street from Liberty Street east to Prairie Street, and Mason Street from Maiden to Prairie Street, and also Wade Street from Old Plantersville Road to where Wade joins to Worsham Street. Mr. Yates said two or three years ago the City took over the ownership by prescription from primarily L.A. Washington, and at that time they said they would pave that road.

John Champagne asked if they could get moving on this project and try to get Commissioner Meador to help at the same time. Mr. Yates said yes, and said it was not begging or asking for anything, but the City has the right to request services from Commissioner Meador because everyone pays their County taxes. Mr. Yates said the arrangement is the City pays for the materials and Commissioner Meador pays for the machinery and labor.

John Champagne moved to repair the streets and send the repair letter to Commissioner Mike Meador as presented. Tom Cronin seconded the motion, the motion carried unanimously. (5-0)

13. Discussion regarding Live Streaming City Council Meetings.

Mr. Yates said this item was brought up by a City Council member who sent him information regarding video conferencing. John Champagne advised that it was about video streaming not video conferencing, but it could be video conferencing if they had a quorum and someone stayed home. Mr. Yates said when video conferencing, the person not attending the meeting in person can't vote during the meeting, but they can participate as long as the sound quality is good and the demeanor of the members is detectable, but if the quality changes they would have to stop the meeting.

Mr. Yates said live streaming the meeting seems like a very easy thing to do. John Champagne said almost every church in the County does it. John Champagne said his reason for suggesting this was it had been brought to his attention by people here. John Champagne said he thought it would be a pretty good idea and his motivation is to get more people aware of what is going on at the City and hopefully for them to get more involved in their City's government.

Mayor Countryman said once she was elected she started bringing this information up and they had started talking about it for the first six to eight weeks and then they kind of got derailed. Mayor Countryman said it would be a great thing to have for residents that are not able to attend the meeting, so they could have access. Mayor Countryman said she also knows the Montgomery ISD Board of Directors is looking into the same thing. Mayor Countryman said true transparency is always welcome. Mr. Yates said they would position the camera so they could get the staff table and podium and City Council. Mayor Countryman said they need better microphones. Mr. Yates said they would have to upgrade the sound system, but it would be worth it.

City Council concurred they were all in agreement that the live streaming and sound system upgrade would be great.

14. Discussion regarding grease trap requirements for restaurants in the City of Montgomery.

Tom Cronin said that he wanted to discuss a few things and asked if the monthly charge for grease trap inspections to an operator was \$50. Mr. Yates said it was either \$40 or \$50 for the inspection. Tom Cronin said it was \$50, and said if you operate a restaurant in the City you will get a \$50 charge every month for the City to check the grease trap. Mr. Yates said that is correct for them to check all the grease traps.

Tom Cronin asked what the mitigating factors that require an operator to install a grease trap; and who else besides a restaurant would be required to install a grease trap, such as a super market. Mr. Yates said possibly, but he would not think so. Tom Cronin asked about residual grease because he knows two supermarkets in town that fry chicken and they wash pots and pans. Tom Cronin asked if it was residual grease primarily or do they have to have a fryer in order to have a grease trap. Mr. Yates said any grease that goes down the drain. Tom Cronin said it could be residual grease then. Mr. Yates said yes. Tom Cronin said he was curious on the supermarket side because they do produce a lot of prepared foods, so he is wondering why they don't require that and do other cities require them to have grease traps. Tom Cronin said this information is for his own edification. Mr. Yates said he would find out that information.

Tom Cronin said he knows of one business that slipped through the cracks for 12 years. Tom Cronin said he used to sell some products to the original owners of that location in 2006, so he was wanting to know how the City makes sure that nobody else slips through the cracks. Tom Cronin asked how Mr. Mike Muckleroy, Director of Public Works, knows that someone has a grease trap;

does he have something in the file or does he just drive by and see if there is an operating grease trap. Mr. Yates advised the plumbing inspector looks into the issue every time there is a possibility, and there is a certain part of the Code that regulates what requires a grease trap.

Tom Cronin said he was curious and wanted to make sure, as he told Mr. Yates, that there is a level playing field for all operators, and this particular operator had fallen through the cracks so he wanted to make sure that no one else did. Tom Cronin said he would be curious about the supermarkets because they prepare food. Tom Cronin thanked Mr. Yates. John Champagne asked if everyone is in compliance in the City. Mr. Yates said everyone except one restaurant. Tom Cronin said he was looking at Exxon and they serve fried chicken, and asked if they are required to have a grease trap. Tom Cronin said this is probably opening a can of worms, but he was just curious why we might require certain ones and not others that do prepare food, and are they falling through the cracks. John Champagne asked if it has a direct effect on the City's ability to process sewage. Mr. Yates said it could have an effect. Mr. Yates said they had Patty Potty come and speak to the City about fats, oils and grease, which is a real problem during winter because of the colder weather and it hardens the grease.

John Champagne asked if Mr. Muckleroy would be put on this project. Mr. Yates said yes, along with Mr. Rick Hanna, Building Inspector. Rebecca Huss said they might have to go manually through the file and pull up all the commercial permits to see if they have kitchens, and if they have kitchens do they have grease trap inspections on their bill. Jon Bickford said the question is what constitutes a person meeting the need for a grease trap, what are the rules that say they are required to have a grease trap. Rebecca Huss said they might need to update the information as well. T.J. Wilkerson asked if that would also apply to churches. Jon Bickford said they need to find out when you need a grease trap and when you don't, what are the rules and what are the requirements. Jon Bickford said there has to be some set of rules that set out the information. T.J. Wilkerson asked if they have a grease trap at the City Community Center. Jon Bickford said the bottom line is they need to find out what the rules are regarding grease traps.

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.

15. Adjourn into Closed Executive Session as authorized by the Texas Open Meetings Act, Chapter 551 of the Government Code, in accordance with the authority contained in the following:

- a) Section 551.074 (personnel matters) related to Annual Review of City Administrator's Contract;
- b) Section 551.074 (personnel matters) related to review of applications for the position of Police Chief; and
- c) Section 551.071 (consultation with attorney).

Mayor Countryman adjourned into Executive Session at 7:25 p.m.

16. Reconvene into Open Session.

Mayor Countryman reconvened into Open Session at 8:35 p.m.

POSSIBLE ACTION FROM EXECUTIVE SESSION:

17. Consideration and possible action(s) if necessary on matter(s) deliberated in Closed Executive Session.

Jon Bickford moved to create a new employment contract for Mr. Jack Yates, City Administrator, for a period of up to seven (7) months. Tom Cronin seconded the motion, the motion carried unanimously. (5-0)

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.

There were no comments or inquiries made.

ADJOURNMENT

Rebecca Huss moved to adjourn the meeting at 8:36 p.m. John Champagne seconded the motion, the motion carried unanimously. (5-0)

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

Mayor Sara Countryman

Montgomery City Council
AGENDA REPORT

Meeting Date: February 26, 2019	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: The Engineer memo, Certificate of substantial completion, Maintenance bond, Certificate of Acceptance
Date Prepared: February 21, 2019	

Subject

This is to consider the approval and acceptance of the public sanitary sewer infrastructure of the 18 inch Gravity Sanitary Sewer Extension, Phase 1.

Description

Attached is the engineer's memo regarding his recommendation for the city to accept the project and to begin the one year warranty.

This project is in conjunction with the development of the Shoppes of Montgomery commercial area at the Southwest corner of FM 2854 and SH 105.

There are no outstanding punchlist items.

Also attached is the Certificate of Acceptance which serves as the approval of the work to begin the one year guarantee (Maintenance Bond attached) of the work on the project which will end on December 12, 2019.

Recommendation

Motion to accept the sanitary sewer project and the Certificate of Acceptance – as part of the Consent Item Agenda

Approved By

City Administrator	Jack Yates	Date: February 21, 2019
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1575 Sawdust Road, Suite 400
The Woodlands, Texas 77380
Tel: 281.363.4039
Fax: 281.363.3459
www.jonescarter.com

February 21, 2019

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

Re: Acceptance of Public Infrastructure
18" Gravity Sanitary Sewer Extension, Phase I
City of Montgomery

Dear Mayor and Council:

We have conducted a final inspection of the referenced project and find it to be substantially complete in accordance with the approved plans and specifications. The contractor has provided the required maintenance bond for the infrastructure, as included with this letter. We recommend the City accept the public sanitary sewer infrastructure and begin the one-year warranty period, which will end on December 12, 2019.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Chris Roznovsky'.

Chris Roznovsky, PE
Engineer for the City

CVR/kmv

K:\W5841\W5841-0900-00 General Consultation\Correspondence\Letters\2019\MEMO to Council RE Hills of Town Creek Section 3 Acceptance.doc

Enclosures: Pay Estimate No. 4 & Final – W5841-0034-00
Certificate of Substantial Completion – Jones | Carter
Maintenance Bond
Certificate of Acceptance

cc/enc (via email): Mr. Jack Yates – City of Montgomery, City Administrator
Ms. Susan Hensley – City of Montgomery, City Secretary
Mr. Larry Foerster – Darden, Fowler & Creighton, City Attorney
Mr. Mike Muckleroy – City of Montgomery, Public Works Director

CERTIFICATE OF SUBSTANTIAL COMPLETION FOR
CONSTRUCTION OF 18-INCH GRAVITY SANITARY SEWER LINE EXTENSION (PHASE I)
CITY OF MONTGOMERY

February 4, 2019

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

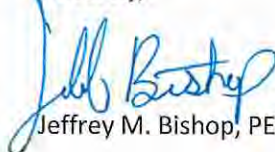
CONTRACTOR: Randy Roan Construction, Inc.
6052 N FM 1486
Montgomery, TX 77356

CONTRACT: Construction of 18-Inch Gravity Sanitary Sewer Line Extension (Phase 1)
City of Montgomery
TIN No. 74-2063592

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

We recommend that the **OWNER** issue the **CONTRACTOR** a Certificate of Acceptance of the Work. We also recommend that the Contractor's guarantee period of 1 year begin December 12, 2018.

Sincerely,


Jeffrey M. Bishop, PE



2/04/2019

JB2:abj/jmr

K:\W5841\W5841-0034-00 18 Inch Gravity Sanitary Sewer Line Ext\3 Construction Phase\Pay Estimates\Pay Est No. 4 & Final\FINAL LETTER.doc

cc: Mr. Jack Yates – City of Montgomery, City Administrator
Ms. Susan Hensley – City of Montgomery, City Secretary
Mr. Mike Muckleroy – City of Montgomery, Public Works Director
Mr. Larry Foerster – Darden, Fowler & Creighton, LLP, City Attorney
Mr. Russel Roan – Randy Roan Construction, Inc., Contractor



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

AFFIDAVIT
OF
GUARANTEE

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

Before me, a Notary Public in and for the State of Texas, on this day personally appeared Lisa D. Roan of **RANDY ROAN CONSTRUCTION, INC.** well known to me to be the person making this affidavit, who, being by me first duly sworn and deposed did say:

I am Vice President of **RANDY ROAN CONSTRUCTION, INC.** and have personal knowledge of the matter stated in this affidavit. **RANDY ROAN CONSTRUCTION, INC.** does hereby give notice to the Owner, **CITY OF MONTGOMERY** that work for the Owner, known as JC Job No. W5841-0034-00 Construction of 18-Inch Gravity Sanitary Sewer Line Extension (Phase 1), has been substantially completed. In accordance with the provisions of paragraph 5.07 Guarantee, of the General Conditions of Agreements, **RANDY ROAN CONSTRUCTION, INC.** does hereby guarantee all of the work under the contract to be free from faulty materials and improper workmanship in every particular, and against injury from proper and usual wear; and agrees to replace or re-execute without cost to the Owner such work as may be found to be improper or imperfect, and to make good all damage caused to other work or materials due to such required replacement or recompletion of all work under this contract, as evidenced by the Engineer's Certificate of Substantial Completion.

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

DATE: February 14, 2019



STATE OF TEXAS §

COUNTY OF Montgomery §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of February, A.D., 2019.





Notary Public Signature

(Notary Seal)

AFFIDAVIT

OF

BILLS PAID

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

Before me, a Notary Public in and for the State of Texas, on this day personally appeared Lisa D. Roan of **RANDY ROAN CONSTRUCTION, INC.** well known to me to be the person making this affidavit, who, being by me first duly sworn and deposed did say:

I am Vice President of **RANDY ROAN CONSTRUCTION, INC.** and have personal knowledge of the matter stated in this affidavit. **RANDY ROAN CONSTRUCTION, INC.** has paid all of the labor and material costs in connection with construction for **CITY OF MONTGOMERY** known as JC Job No. W5841-0034-00 Construction of 18-Inch Gravity Sanitary Sewer Line Extension (Phase 1), and as of this date, there are no unpaid bills for labor performed upon, or materials or supplies delivered to or used in connection with such job.

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

DATE: February 14, 2019

Lisa D. Roan

STATE OF TEXAS §

COUNTY OF Montgomery §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of February, A.D., 2019.



Jane K. Tharp
Notary Public Signature

(Notary Seal)

CERTIFICATE OF ACCEPTANCE

Randy Roan Construction, Inc.
6052 N FM 1486
Montgomery, TX 77356

Re: Construction of 18-Inch Gravity Sanitary Sewer Line Extension (Phase 1)
City of Montgomery
TIN No. 74-2063592

Gentlemen:

This is to certify that City of Montgomery accepts the subject project on the basis of the Certificate of Substantial Completion issued by our engineers, Jones|Carter, and understands that a guarantee shall cover a period of one (1) year beginning December 12, 2018.

By: _____

Mr. Jack Yates
City Administrator, City of Montgomery

Approved by City Council on: _____

K:\W5841\W5841-0034-00 18 Inch Gravity Sanitary Sewer Line Ext\3 Construction Phase\Pay Estimates\Pay Est No. 4 & Final\FINAL LETTER.doc

cc: Mr. Jack Yates – City of Montgomery, City Administrator
Ms. Susan Hensley – City of Montgomery, City Secretary
Mr. Mike Muckleroy – City of Montgomery, Public Works Director
Mr. Larry Foerster – Darden, Fowler and Creighton, LLP, City Attorney

CITY ADMINISTRATOR REPORT – FEBRUARY, 2019

- Met with Planning Commission at one meeting.
Met with MEDC at one meeting.
- Attended Chamber Bd. of Directors meeting.

Met with city engineers, city attorney and GrantWorks representatives several times regarding; plats, system management, upcoming projects, bridge improvement funding completion , developments throughout the city, FEMA, State Dept. of Emergency Management (DEM) (all funds now received except for \$25,000 payment to Engineer), CDBG grant for Baja MLK area project, TORC Committee (particularly on determining is, TxDOT regarding 149 right-hand turn lane, Atkins Creek work, payment to Kroger for 380 Agreement, meeting with Dobbin-Plantersville Water District, participated in GLO phone conference call where it was confirmed that the city would be receiving a contract for \$2.1 million project before the end of February and billing for Escrow Accounts.

- Met with several developers during the month regarding: J. Beard Realty for property at 149 and 105, The Shoppes of Montgomery, Samdana (new donut shop) minor plat completion, Ali Parvez for right—hand turn lane at Exxon and other development possibilities meetings.
- Made several decisions during month as Zoning Administrator, including signs, coordinating variance requests, code enforcement and Historic District activities.
- Assisted several citizens with City, other governmental entities, issues.
- Worked with City Council individually, the Mayor and City Staff on a variety of administrative, personnel and coordination efforts. Particularly including; remailing of Safe Drinking Water notices, coordinating the Police Chief and City Administrator applications process, two meetings with prospective film project in City, coordination with building inspector on demolition by neglect property, assigned/coordinated review (ongoing) of grease trap issue, assisted (slightly) in the performance of the audit and coordinated revised billing date of city utility bills to reduce ‘out-of-sequence’ lack of billings. I continue to work on the Staff-Engineer question and with the TORC Committee on determining the cost of sewer system infiltration (we have met twice, trying to get a precise figure),

Montgomery City Council
AGENDA REPORT

Meeting Date: February 26, 2019	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits:
Date Prepared: February 21, 2019	

Subject

This is a brief presentation from Walter Peacock regarding the community reporting comprehensive plan meeting schedule for Thursday, February 28th.

Description

Mr. Peacock will make his report which will be a summary of what he will say the on the 28th.

Recommendation

No action required, comment as you think appropriate.

Approved By

City Administrator	Jack Yates	Date: February 21, 2019
--------------------	------------	-------------------------

City of Montgomery – Public Works Department

January 2019 Monthly Report

General

- Cleared fence line at Sewer Plant 1 with flail mower
- Replaced low side of meter in vault at the High School
- Installed hydrant extension in Waterstone
- Repaired broken sewer leads in Waterstone
- Repaired flag poles on Jacobs Properties stage
- Removed the old barbershop sign on Eva St.
- Made several street sign repairs throughout the city
- Made several repairs at Water Plants 2 & 3 from water plant inspections list performed by Jones|Carter
- Installed carbon monoxide detectors at City Hall
- Attended final walkthrough for CVS public utilities
- Cleared storm inlets and ditches of debris
- Replaced a section of damaged driveway culvert at 905 College St.
- Repaired several potholes throughout city
- Repaired fence netting around Lift Station 14
- Started cleaning dirt from storm drains in Terra Vista to access damage in pipes and junction boxes
- Flushed water main on MLK Dr. after main line leak during construction by contractor
- Replaced damaged 12" water main on FM 1097 @ Atkin's Creek
- Relocated solar panel battery charger for Sewer Plant 2 gate
- Replaced several endpoints under warranty
- Daily removal of bandit signs as necessary
- Daily utility locates as necessary
- Weekly pre-trip inspection of vehicles
- Weekly conference call with engineer and utility operator
- Bi-weekly leak notifications from Beacon website
- Weekly pumping of Terra Vista manhole
- Monthly air filter and light bulb check of all facilities

- Monthly AED inspections
- Monthly cutoffs
- Monthly safety meeting with safety officer and department
- Continue performing safety inspection reports
- Monthly idle meter checklist for consumption
- Monthly weed killer list
- Monthly grease trap inspections
- Yearly changeout of all door lock batteries at City Hall
- 9 water taps
- 7 sewer taps
- 1 water leak
- 1 sewer stop up

Parks and Recreation

- Replaced broken door knob at Community Center
- Repaired fallen blinds at Community Center
- Removed all Christmas decorations from light poles at Cedar Brake Park
- Repaired electric issue with light poles at Cedar Brake Park
- Replaced broken restroom light at Cedar Brake Park
- Installed bridge handrail supports at Memory Park
- Repaired driveway at Fernland Park
- M/W/F cleaning of all park facilities
- Weekly cleaning of Community Center building
- Monthly check of all park facility lights
- Monthly check of all irrigation systems with repairs as needed
- Monthly wasp check at Fernland Park

The docents at Fernland Park reported a total of 588 visitors for the month and provided 44 tours also.

Report prepared by:
Mike Muckleroy
Director of Public Works
February 20, 2019

Montgomery Birthplace of the Texas Flag
TEXAS

101 Old Plantersville Rd
Montgomery, TX 77356
Mailing Address:
P.O. Box 708
Montgomery, TX 77356

**CITY OF MONTGOMERY
POLICE DEPARTMENT**

Office: (936) 597-6866
Fax: (936) 597-7893

MONTGOMERY POLICE DEPARTMENT

MONTHLY REPORT

January 2019



MONTGOMERY POLICE DEPARTMENT REPORTS

During the month of January 2019, The Montgomery Police Department answered 1,383 "calls for service" and or "self-initiated activity" producing 32 reports / investigations. The reports and traffic contacts are as follows:

Narcotics

- 1/22 Aguirre - 21500 Eva ST
- 1/21 Thompson - Eva ST / Flagship BLVD
- 1/16 Aguirre - 15500 Liberty ST
- 1/13 Aguirre - 20800 Eva ST
- 1/12 Aguirre - 900 Buffalo Springs DR
- 1/10 Thompson - 20800 Eva ST

Warrant Arrest

- 1/28 Ravari - 21300 Eva ST
- 1/6 Hernandez - 20800 Eva ST

DWI

- 1/22 Carswell - 21000 Eva ST
- 1/18 Thompson - Moonwalk / Hillside
- 1/15 Carswell - 18000 Eva ST
- 1/11 Thompson - Liberty / Lawson
- 1/9 Carswell - 18000 Eva ST



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MVA

- 1/31 Bracht - 20100 Eva ST
- 1/26 Thompson - 20100 Eva ST
- 1/13 Aguirre - 20900 Eva ST

Other

- 1/28 Ravari - 21300 Eva ST (Fail to ID - Fugitive from Justice)
- 1/27 Aguirre - 900 Dr Martin Luther King Jr DR (Theft >=\$750<\$2500)
- 1/23 Bauer - 600 Worsham (Disturbance in Progress)
- 1/22 Bracht - 500 Caroline (Unsecure Building)
- 1/19 Thompson - 22800 Eva ST (Family Violence)
- 1/19 Carswell - 900 Lone Star PKWY (Found Property)
- 1/13 Bracht - 300 John A Butler (Criminal Trespass)
- 1/13 Bracht - 700 Community Center DR (Criminal Trespass)
- 1/11 Thompson - Liberty / Lawson (Unlawful Carrying of a Weapon)
- 1/9 Hernandez - 200 Prairie ST (Criminal Mischief >=\$100<\$750)
- 1/7 Carswell - 21000 Eva ST (Fraud)
- 1/7 Carswell - 100 Old Plantersville RD (Illegal Dumping)
- 1/7 Carswell - 100 Abner LN (Criminal Trespass)
- 1/6 Thompson - 18000 Eva ST (Public Intoxication)
- 1/5 Carswell - 1000 Dr Martin Luther King Jr DR (Burglary of a Building)
- 1/4 Carswell - 20800 Eva ST (Found Property)



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Arrests / Charges:

Misdemeanor Charges - 14

Felony Charges - 5

Traffic Enforcement

Citations Issued - 188

Warnings Issued - 213



MONTGOMERY POLICE DEPARTMENT NEWS:

On January 5th Sgts. Hernandez, Bracht and Lt. Belmares began the on-line go-to-meeting training for the new update evidence software.

On January 8th Officer Carswell and Sgt. Hernandez attended a Blood Spatter seminar hosted by the Montgomery County Sheriffs Office. The training provided basic knowledge of bloodstain pattern analysis, methods and skills for scientific interpretation of bloodstain evidence at crime scene and evidentiary items. Course instruction is through lecture, case review with the emphasis on experiments and practical application.

On January 10th and 30th Officer Lozano and Lt. Belmares met with Mid-South Synergy to meet with their staff and discuss active shooter situational awareness and options to creating an emergency plan of action.

On January 11th Officer Thompson, Sgt. Hernandez and Lt. Belmares attended a Truck and Bus Enforcement session 1. The class was hosted by Shenandoah Police Department and presented by Texas Dept. of Transportation. The training focuses on common traffic violations associated with truck and bus crashes. Detection of potential indicators of serious vehicle defects and or criminal activity. The training is also in connection with the impaired driving grant and future grant funding to the agency.

On January 14th Officer Ravari attended the Sexual Assault/Family Violence Investigators Course hosted by Montgomery County Sheriffs Office.

On January 14 Sgt. Bracht attended Basic Internal Affairs training at the Bill Blackwood Law Enforcement Management Institute of Texas.

On January 16 Sgt. Hernandez attended Background investigations hosted by Plano Police Department and instructed by Law Enforcement Seminars.



On January 22 Lt. Belmares attended Resiliency, Peer Support, and Suicide Prevention hosted by Humble ISD Police Department. In 2018 a total of 159 officers committed suicide compared to 144 Line of Duty Deaths.

On January 29th Officer Carswell attended the Basic Criminal Investigation: Tactics, Technique, and Procedures. The class was hosted by Humble ISD and instructed by the Public Agency Training Council.

The department staff is currently updating several polices within the department to include internal affairs investigations, employee background investigations, body cameras, and the evidence room with regards to the implementation of the new evidence software to go live on April 1st.

The police department Facebook page has seen significant positive feedback from the community.

March 8th – 24th the police department will participate in the 2nd enforcement session of the Impaired Driving Mobilization (IDM) program.

On March 28th the department will host a free refresher training seminar for Standardized Field Sobriety Testing (SFST). The program is funded by TXDOT and officers will receive TCOLE training hours. This training is important and helps our mission to decrease alcohol-related crashes, injuries and deaths by promoting DWI deterrence and enforcement proficiency.





CITY OF MONTGOMERY MUNICIPAL COURT MONTHLY REPORT

JANUARY 2019

KIMBERLY DUCKETT

COURT ADMINISTRATOR

Comparison Chart

Citations and Revenue January 2016 - Present

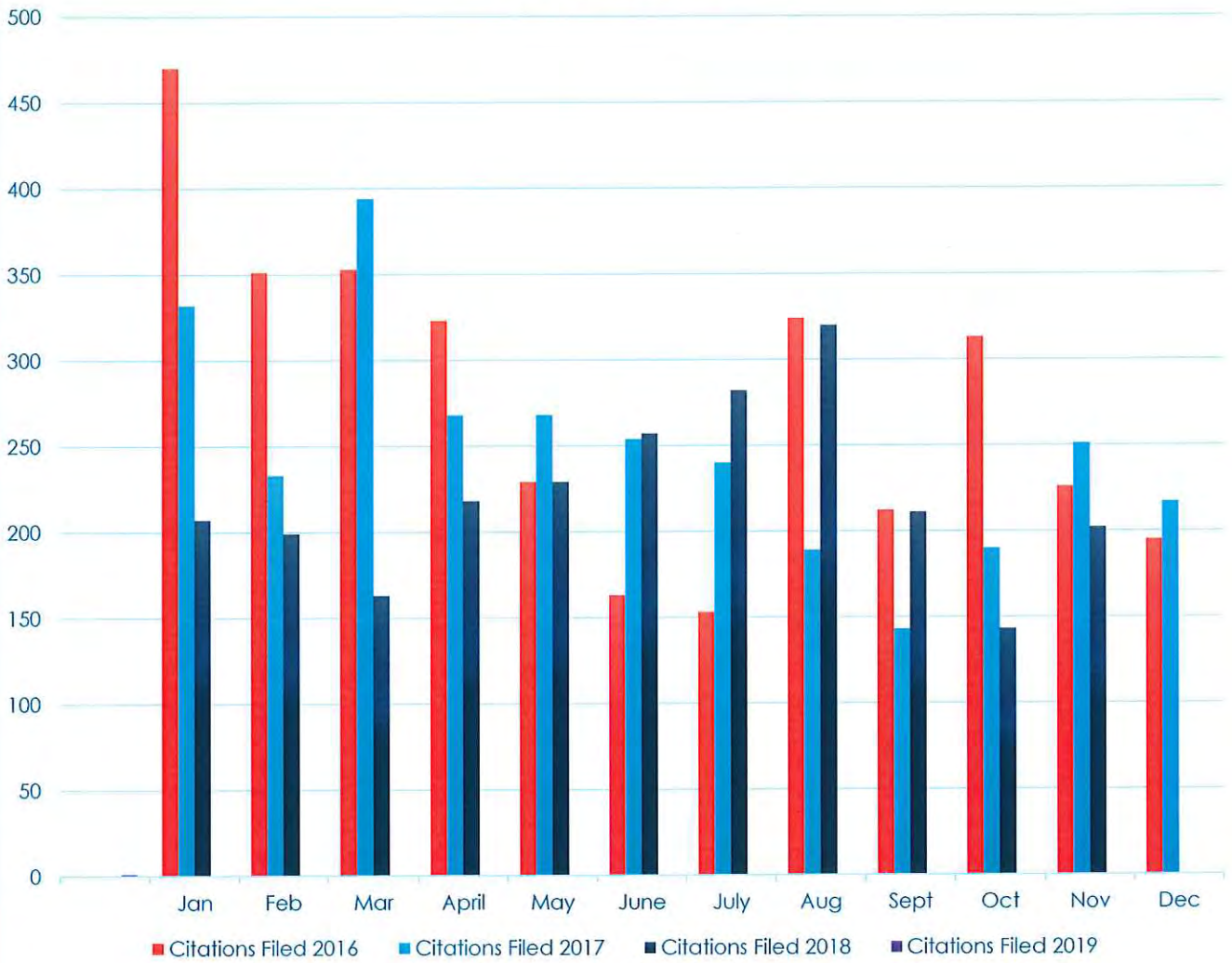
	Citations Filed			
	2016	2017	2018	2019
Jan	470	332	207	197
Feb	351	233	199	
Mar	353	394	163	
April	323	268	218	
May	229	268	229	
June	163	254	257	
July	153	240	282	
Aug	324	189	320	
Sept	212	143	211	
Oct	313	190	143	
Nov	226	251	202	
Dec	195	217		

Totals 2164 2402 2431 197

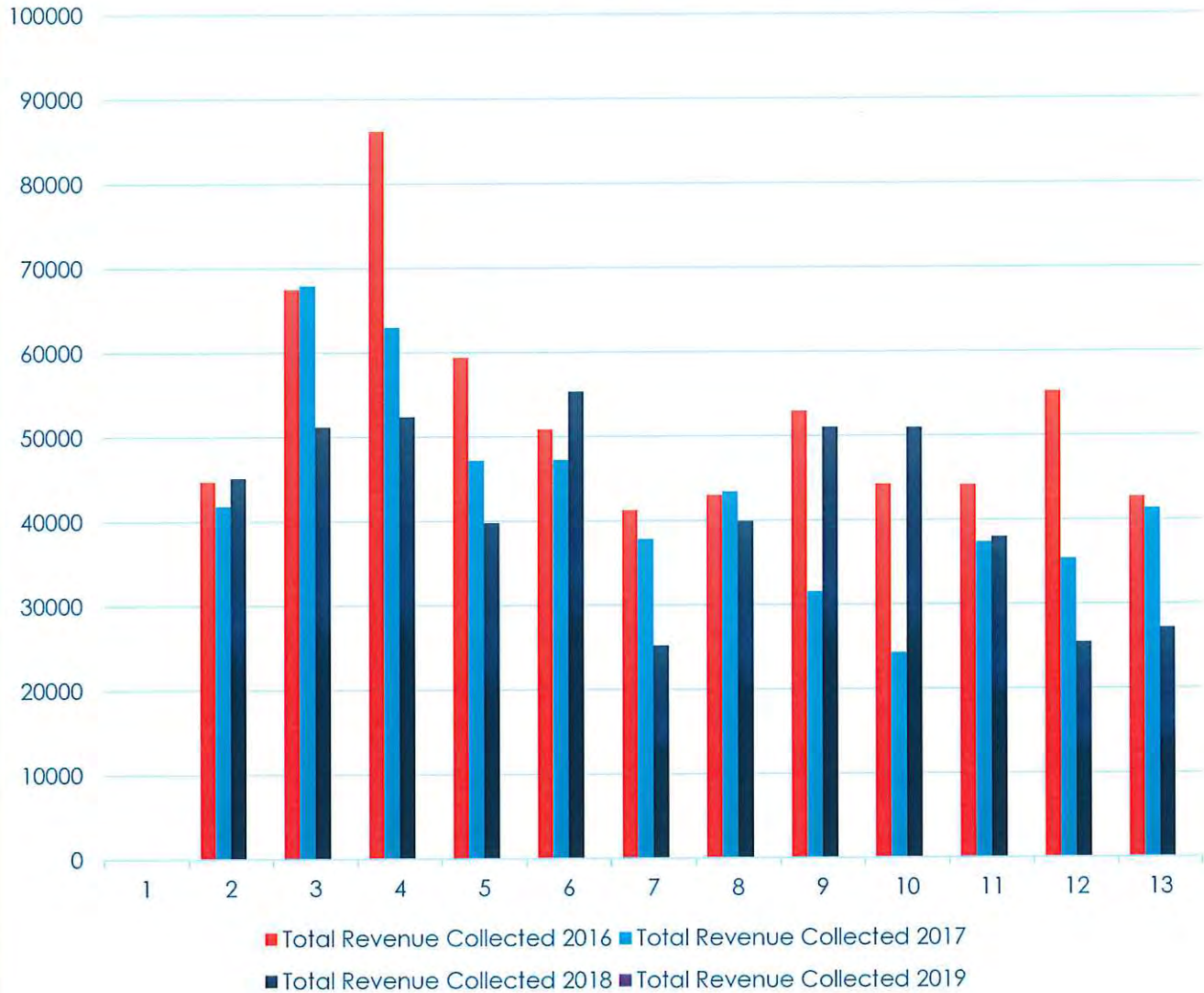
	Total Revenue Collected			
	2016	2017	2018	2019
Jan	\$44,702.82	\$41,830.44	\$45,128.89	\$36,756.35
Feb	\$67,466.54	\$67,937.61	\$51,188.10	
Mar	\$86,201.43	\$62,992.57	\$52,380.12	
April	\$59,388.14	\$47,163.40	\$39,781.86	
May	\$50,854.90	\$47,225.90	\$55,321.25	
June	\$41,238.67	\$37,817.25	\$25,193.20	
July	\$42,990.97	\$43,405.62	\$39,922.89	
Aug	\$52,923.17	\$31,540.77	\$51,021.18	
Sept	\$44,256.40	\$24,281.60	\$50,959.23	
Oct	\$44,138.80	\$37,395.63	\$37,954.40	
Nov	\$55,221.23	\$35,410.95	\$25,461.47	
Dec	\$42,698.95	\$41,335.06	\$27,171.20	

Totals \$632,082.02 \$518,336.80 \$501,483.79 \$36,756.35

Citations Filed



Total Revenue Collected



UTILITY REPORTS – JANUARY 2019

TOTAL REVENUE

Utilities	\$128,872.65
Permits	\$30,706.70
Community Building	\$645.00

UTILITIES

New Water Accts.	27
Disconnected Water Accts.	12
Total Number of Active Accts.	729

ARREARS

	60 Days	90 Days	120+ Days 2007-Sept 1, 2018
Number of Accounts	12	8	178
Amount	\$1,146.96	\$1,108.48	\$38,443.12
Total			\$40,698.56

PERMITS

Type	Permit Total	Revenue
Building-Commercial	4	\$1,933.00
Building-Residential	13	\$16,237.00
Plumbing	15	\$3,227.00
Irrigation	5	\$489.20
Mechanical	12	\$2,460.00
Electrical	16	\$4,973.00
Sign	8	\$400.00
Backflow Preventors	7	\$602.50
Manufactured Home	1	\$100.00
Photography	1	\$25.00
Occupancy	2	\$120.00
Beverage	1	\$60.00
Vendor	4	\$80.00
TOTAL	89	\$30,706.70

COMMUNITY BUILDING

Type of Rental	Number of Bookings	Revenue
Profit	4	\$645.00
Non - Profit	14	\$0.00

CITY ACCOUNT CONSUMPTION

	NOVEMBER	DECEMBER	JANUARY
Community Building – Irrigation (01-8732-00)	4	7	6
Community Building (01-0130-00)	5	2	1
City Cemetery (01-1110-00)	0	0	0
City Welcome Sign Irrigation at HWY 105 & Prairie – Rose Garden (01-8733-00)	0	1	0
Cedar Break Park Irrigation (01-8736-00)	0	3	3
Cedar Break Park Restrooms (01-8735-00)	1	2	1
Fernland (01-8737-00)	5	0	2
Memory Park (01-5885-00)	11	10	23
Community Building Stage Irrigation – Rose Garden (01-6180-00)	2	1	1
City Hall & Irrigation (01-6190-00)	12	21	3
Homecoming Park Restrooms (01-8820-00)	0	0	0
Homecoming Park Drinking Ftn (01-8738-00)	0	0	0
Buffalo Springs Sewer Plant (01-8821-00)	1	2	2



City of Montgomery

Operations Report

January 2019

12/18/18-01/17/19

TAP

INTO

TECHNOLOGY

Dear City of Montgomery Council Members:

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

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

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

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

Michael Williams

A handwritten signature in blue ink, appearing to read "Michael Williams", is positioned below the printed name.

Vice President of Operations
Gulf Utility Service

District Alerts

12/19/2018 – WWTP1, Blower failure

Operator was called out to investigate a call out for blower failure. Operator investigated issue and equipment was reset, there was a possible power surge.

12/26/2018 – Lift Station 2, Variable frequency drive (VFD)

Upon arrival operator found lift pump #3 called out VFD failure, the pump was reset. Operator monitored facility and reset alarm.

12/27/2018 – Lift station 2, High level and Variable frequency drive (VFD)

Operator investigated issue, found lift station at high level and pumps called out for VFD failure due to heavy rain flow. Operator reset equipment and continued to monitor facility until levels dropped and lift station is back to normal.

12/27/2018 – Lift station 1, High level

Operator investigated issue, alarm was due to a rain storm. Operator monitored facility and reset alarms.

12/27/2018 – WP3, Low System pressure

Operator called out to check pressure at water plant due to water line break near water plant. Operator investigated issue and found water plant running properly.

12/27/2018 – Water quality issue, 943 Eva St.

Employee states the water is brown. Technician flushed the lines and nearest hydrants to restore clarity. Resident was contacted afterwards and confirmed that the water was clear.

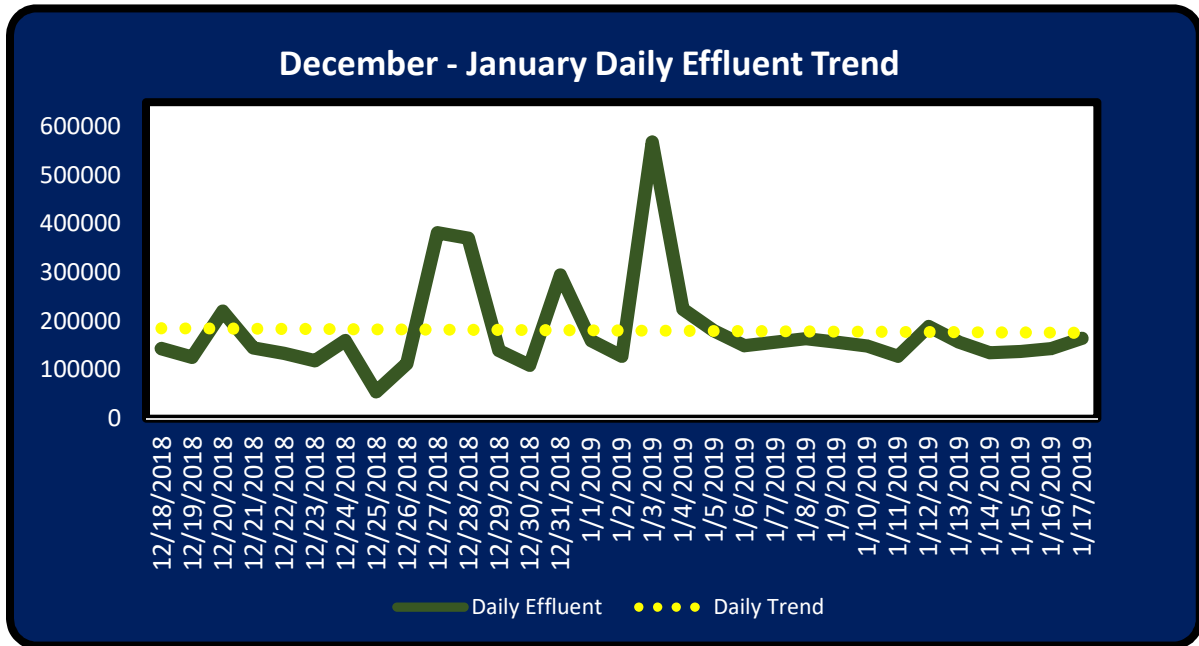
01/01/2019 – Lift station 13, Power failure

Upon arrival operator found lift station with no power, alarm was due to a tree limb falling over electrical wires and power was restored.

01/02/2019 – Lift station 2, High wet well

Upon arrival operator found lift station at high level. Operator monitored facility and reset alarms.

Wastewater Plant Flow Detail



- Flow for the month of December – January was 5,610,000 gallons
- Daily peak flow January 3, 2019 was 568,000 gallons
 - 142% of permitted value
- Average Daily Flow 181,000 gallons
 - 45% of permitted value


Discharge Limitations

- Daily Average Flow 400,000 gallons (0.4 MGD)
- 2-Hour Peak Flow 833 gpm
- CBOD daily average 10 mg/l
- Total Suspended Solids (TSS) 15 mg/l
- Ammonium Nitrogen (NH3) 2 mg/l
- Chlorine Residual >1.0 mg/l < 4.0 mg/l
- The current permit expires 06/01/2022

Effluent

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

Buffalo Springs WWTP Effluent Monitoring Report

Effluent Permitted Values	Parameter		Measured	Excursion
Average Monthly T.S.S.	15	mg/l	8.80	no
Average Monthly NH3	2	mg/l	0.16	no
Minimal CL2 Residual	1	mg/l	1.26	no
Max CL2 Residual	4	mg/l	3.74	no
Rainfall for the Month		8.75	inches	

There were no excursions for the month of January



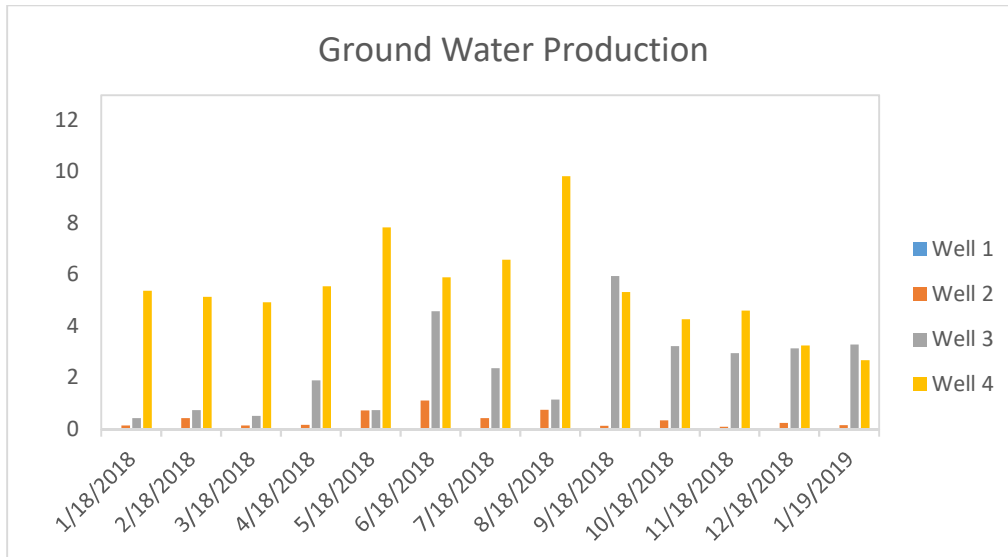
Water Report

12/18/2018-01/17/2019

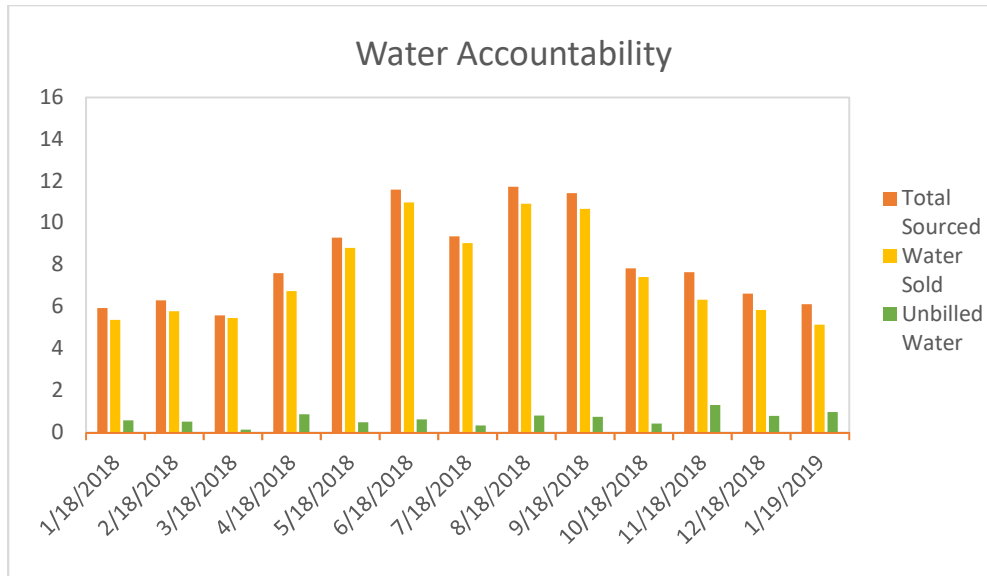
2019							
Well Name	Recorded Flow	% of Total	Rating G/Day	YTD Pumpage	YTD %	Permitted Value	Remaining Permit %
Well 2	0.154	2.52%	0.864	0.154	2.52%	47.551	92.77%
Well 3	3.283	53.64%	0.864	3.283	53.64%	47.551	92.77%
Well 4	2.683	43.84%	2.160	2.683	43.84%	90.000	97.02%
Total	6.120	100.00%	3.888	6.120	100%	122.651	
Flushing	0.607						
Subtotal	5.513						
Sold	5.148						
% Accounted	94%						

Accountability	
Total Water Sourced	6.120
Flushing	0.607
Subtotal	5.513
Sold	5.148
Accountability %	94%

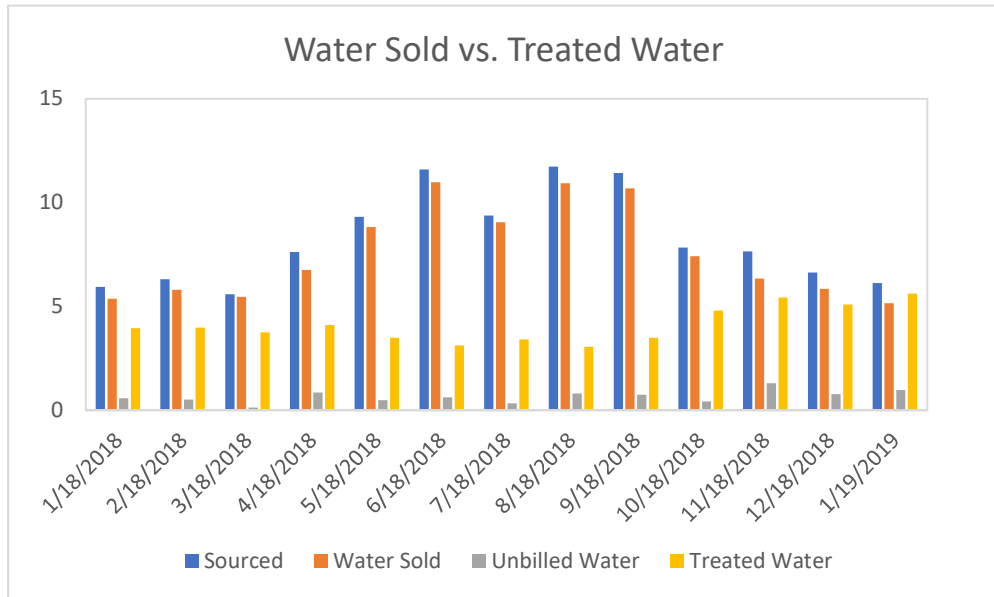
CONNECTIONS	
School	12
Commercial Inside	151
Commercial Outside	1
Residential Inside	602
Residential Outside	25
Church	13
City	15
Hydrant	6
Multifamily	11
n/a	2
Total	838



Date	Total	Well_1	Well_2	Well_3	Well_4
AVG	8.237	0.000	0.370	2.380	5.488
1/18/2018	5.943	0.000	0.139	0.423	5.381
2/18/2018	6.299	0.000	0.418	0.735	5.146
3/18/2018	5.584	0.000	0.138	0.515	4.931
4/18/2018	7.61	0.000	0.160	1.899	5.551
5/18/2018	9.304	0.000	0.725	0.730	7.849
6/18/2018	11.593	0.000	1.105	4.582	5.906
7/18/2018	9.37	0.000	0.425	2.361	6.584
8/18/2018	11.73	0.000	0.751	1.145	9.834
9/18/2018	11.422	0.000	0.130	5.959	5.333
10/18/2018	7.836	0.000	0.338	3.224	4.274
11/18/2018	7.647	0.000	0.091	2.946	4.610
12/18/2018	6.629	0.000	0.233	3.140	3.256
1/19/2019	6.120	0.000	0.154	3.283	2.683
Total	107.09	0.000	4.807	30.942	71.338



Date	Accountability	Unaccounted	Total Sourced	Water Sold	Flushing/Leaks	Unbilled Water
1/18/2018	93%	0.389	5.943	5.369	0.185	0.574
2/18/2018	95%	0.323	6.299	5.791	0.185	0.508
3/18/2018	101%	-0.077	5.584	5.459	0.202	0.125
4/18/2018	91%	0.709	7.610	6.75	0.151	0.860
5/18/2018	96%	0.327	9.304	8.814	0.163	0.490
6/18/2018	96%	0.458	11.593	10.976	0.159	0.617
7/18/2018	98%	0.141	9.370	9.043	0.186	0.327
8/18/2018	96%	0.422	11.730	10.922	0.386	0.808
9/18/2018	95%	0.621	11.422	10.678	0.123	0.744
10/18/2018	99%	0.0767	7.836	7.418	0.3413	0.418
11/18/2018	93%	0.515	7.647	6.344	0.788	1.303
12/18/2018	99%	0.057	6.629	5.847	0.725	0.782
1/19/2019	94%	0.365	6.120	5.148	0.607	0.972



Date	Sourced	Water Sold	Unbilled Water	Treated Water	Return %	Rain
1/18/2018	5.943	5.369	0.574	3.956	74%	2.75
2/18/2018	6.299	5.791	0.508	3.979	69%	3.50
3/18/2018	5.584	5.459	0.125	3.744	69%	3.75
4/18/2018	7.610	6.75	0.860	4.096	61%	6.75
5/18/2018	9.304	8.814	0.490	3.481	39%	2.50
6/18/2018	11.593	10.976	0.617	3.121	28%	3.25
7/18/2018	9.370	9.043	0.327	3.417	38%	7.00
8/18/2018	11.730	10.922	0.808	3.049	28%	2.75
9/18/2018	11.422	10.678	0.744	3.485	33%	6.31
10/18/2018	7.836	7.418	0.418	4.789	65%	12.75
11/18/2018	7.647	6.344	1.303	5.422	85%	7.50
12/18/2018	6.629	5.847	0.782	5.093	87%	5.60
1/19/2019	6.120	5.148	0.972	5.610	109%	8.75

February 21, 2019

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

Re: Engineering Report
Council Meeting: February 26, 2019
City of Montgomery

Dear Mayor and Council:

The following information summarizes our activities on your behalf since the January 22, 2019 Council Meeting:

Status of Previously Authorized Projects:

All projects discussed below are included in the enclosed master schedule and maps of active developments and capital projects.

- a) **Water Distribution System Analysis and Master Plan - CP No. 2, 12-inch Waterline Across Town Creek Bridge**
The contractor has recently addressed all punch list items, including providing as-built drawings for the project. The project will be ready for acceptance next month.
- b) **Water Distribution System Analysis and Master Plan – CP No. 3 – Downtown and SH-105 Waterline Replacement**
We are finalizing the construction plans to submit for review. Outlay No. 3 was approved on February 5th in the amount of \$45,185.50 for reimbursement, and we expect construction to begin in Spring 2019.
- c) **Water Distribution System Analysis and Master Plan – CP No. 9 - Water Plant No. 3 Improvements**
The Engineering Feasibility Report is complete and undergoing final review before submitting to the TWDB this month. We are preparing Outlay No. 4 for the project to include preliminary engineering fees and plan to submit this week. We expect to complete the design and receive all plan approvals in Summer 2019 in order for construction to begin in the fall.
- d) **Water Distribution System Analysis and Master Plan-CP No. 1, Water Plant No. 2 GST Backfill**
As a reminder, this project will be rebid with the Water Plant No. 3 Improvements project.

Status of Previously Authorized Projects (cont.):**e) Sanitary Sewer System Analysis and Master Plan – CP No. 3b – Lift Station No. 1 Replacement**

As a reminder, this project is included in the TWDB Clean Water State Revolving Fund (“CWSRF”) loan. The design is substantially complete and we are working with the TWDB for final approval. We are continuing to coordinate with the TWDB to receive approval to the Engineering Feasibility Report.

f) Sanitary Sewer System Analysis and Master Plan – CP No. 10 – Lift Station No. 3 Force Main Re-Route

As a reminder, this project is included in TWDB CWSRF loan. The design is substantially complete, has received TxDOT approval, and is under final internal review before undergoing TWDB review. We expect construction to begin in Spring 2019.

g) 18” Gravity Sanitary Sewer Extension

The contractor has sufficiently addressed all punch list items identified at the final inspection held on December 12, 2018 and we recommend acceptance of the public infrastructure.

Agenda Item – Consideration and possible action regarding the Certificate of Acceptance for the 18” Gravity Sanitary Sewer Extension project.

h) Baja Road Water and Drainage Improvements (CDBG)

We prepared and recommend approval of Change Order No. 1 in the amount of \$9,056.84 for emergency repairs and additional materials that were required. The contractor is currently beyond the period of performance end date of January 29, 2019. As a reminder, the City can elect to assess liquidated damages per the contract, in the amount of \$250/day beyond the original contract end date of January 29, 2019. We plan to discuss this further at the meeting.

Agenda Item – Consideration and possible action regarding Change Order No. 1 for the Water and Drainage Improvements on Dr. Martin Luther King Jr. Drive and Baja Road Project.

i) Baja Road Rehabilitation (FEMA)

We are coordinating with the City and GrantWorks to determine if the project can be added to the TxCDBG grant to receive additional funding.

j) Atkins Creek Water, Sanitary, and Storm Sewer Repairs (FEMA)

We are substantially complete with the construction plans and specifications for the project. We are continuing to work with FEMA to receive allocation of funding, and we are prepared to begin the bidding process shortly after funding is received.

k) GLO Projects

It is our understanding the General Land Office is prepared to send contracts to the City for execution this month. We will work with the City to prepare and submit all contracts upon receipt.

Existing and Upcoming Developments:**a) Feasibility Studies**

- i. **Woods of Town Creek** – As a reminder, at the January 8th meeting of the City Council, we were authorized to proceed with a Utility and Economic Feasibility Study for the Woods of Town Creek Single Family Development. We plan to present our findings at the March 12th meeting of the City Council.

b) Plan Reviews

- i. **Shoppes at Montgomery, Phase II** – We did not receive revised plans this month.
- ii. **Exxon Eva Street** – We did not receive revised plans this month. It is our understanding the City Administrator plans to meet with the developer to discuss acquiring additional right-of-way for TxDOT.
- iii. **Wendy's (Haza Foods)** – We did not receive revised plans this month.
- iv. **Best Donuts (Samdana Investments)** – We did not receive revised plans this month. The Developer has executed an encroachment agreement for the proposed dumpster within a proposed public storm sewer easement.

Agenda Item – Consideration and possible action regarding adoption of an Encroachment and Maintenance agreement between the City of Montgomery and Samdana Investments regarding a proposed dumpster within a proposed public storm sewer easement.

c) Plat Reviews

- i. **Samdana Investments Minor Plat** – We did not receive a revised plat this month.

d) Ongoing Construction

- i. **Shoppes at Montgomery, Phase I** – We held a final inspection of the public water and sanitary sewer infrastructure on January 9th. It is our understanding the contractor is working to address all punch list items identified at the inspection.

e) One-Year Warranty Inspections

- i. **Lift Station No. 14** – We are working with Public Works and Gulf Utilities to bring the lift station to the proper specifications with the funds deposited by the developer for the replacement pumps.
- ii. **Lake Creek Village, Section 3** – We conducted one-year warranty inspection for the public infrastructure on October 19th. It is our understanding the Developer is working to address all punch list items. According to the Developer, the remaining punch list items will be addressed pending favorable weather.

Meetings and Ongoing Activities:

- a) **Lone Star Parkway Transportation Improvement Plan (TIP)** – We are working to schedule a meeting with the H-GAC this month or in early March to discuss the next steps to include the project on the TIP.
- b) **FM 149 Southbound Turn Lane** – It is our understanding the City Administrator is planning to meet with the owner of the Exxon at the northwest corner of the FM 149/SH-105 intersection to discuss obtaining the additional right-of-way required to construct a southbound right turn lane.
- c) **Weekly Operations Conference Call** – We continue hosting a weekly conference call with representatives from Gulf Utility Service, Inc. and City Staff. Items of note discussed during the previous month included receiving estimates for repairs to Lift Station No. 14, updates on various warranty inspections, general updates on all active design and construction projects, and general operations of the City’s water and sanitary sewer facilities.
- d) **Lone Star Groundwater Conservation District Rule Changes** – The Lone Star Groundwater Conservation District (“LSGCD”) recently settled its lawsuit with the City of Conroe and other Large Volume Groundwater Users (“LVGU”). The final outcome is still to be determined but it appears that the modification would no longer require LVGUs to reduce their water usage by 30% of the 2009 Total Qualifying Demand. If this is finalized, it would mean that the City could utilize more of the Jasper water wells. We will continue to follow the changes and provide updates to the City as they become available.
- e) **Dobbin-Plantersville CCN** – We met with representatives of Dobbin-Plantersville CCN on February 1st to discuss future development plans of both the City and the CCN. We are coordinating with the Dobbin-Plantersville engineers to prepare a sample agreement and evaluate the logistics and viability of a potential future interconnect.

Please contact Katherine Vu or me if you have any questions.

Sincerely,



Chris Roznovsky, PE
Engineer for the City

CVR/kmv

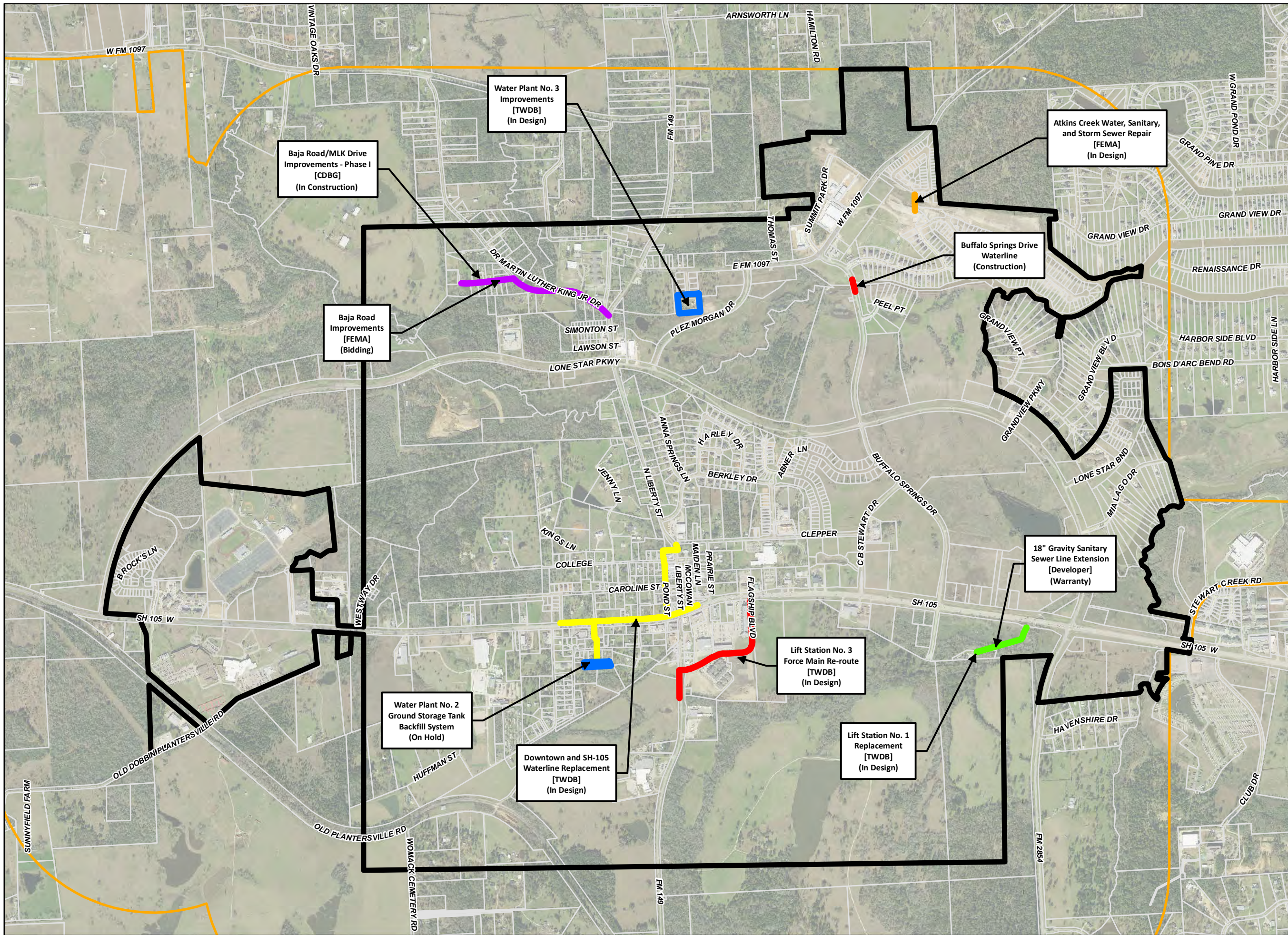
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Enclosures:

Active Capital Projects Map
Active Developments Map

Cc (via email):




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



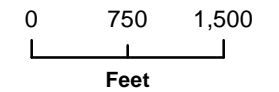
VICINITY MAP

Scale: 1 inch equals 20 miles

LEGEND

-  City Limits
-  City ETJ
-  MCAD Parcels

ACTIVE CAPITAL PROJECTS (FEBRUARY 2019)

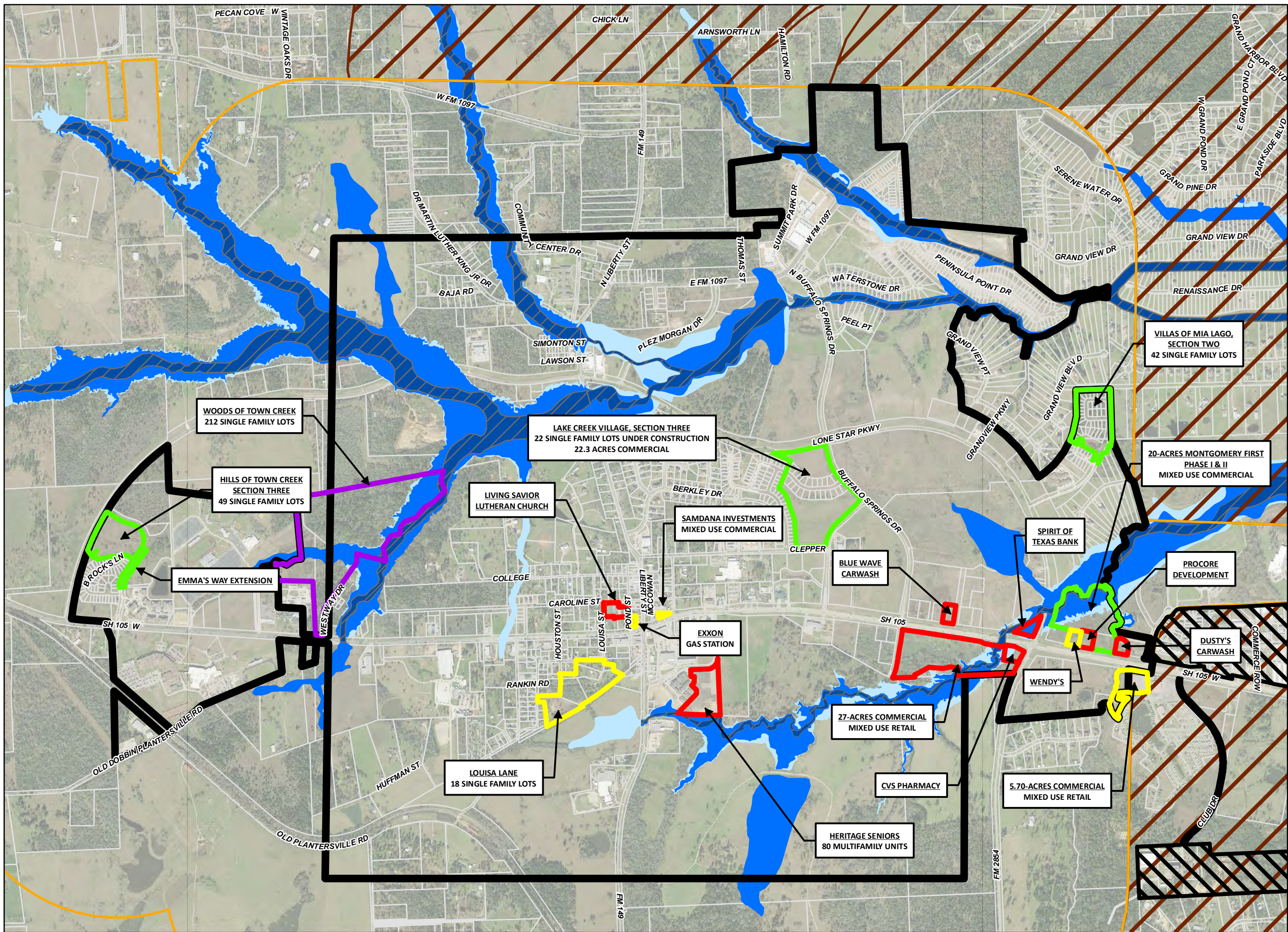


1 inch equals 1,500 feet



Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones|Carter, Inc. concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.





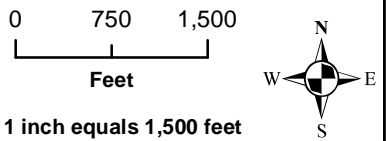
VICINITY MAP

Scale: 1 inch equals 20 miles

LEGEND

- Active Development (Phase)
 - Complete/Under Warranty
 - Under Construction
 - In Design
 - Planning/Feasibility
- City Limits
- Stanley Lake MUD
- City ETJ
- City of Conroe ETJ
- Floodway
- 100-year
- 500-year
- MCAD Parcels

ACTIVE DEVELOPMENTS (FEBRUARY 2019)



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CITY OF MONTGOMERY
ACCOUNT BALANCES @ 2/20/18
For Meeting of February 26, 2019

	<u>CHECKING ACCT BALANCES</u>	<u>PRIOR MONTH END INVESTMENTS</u>	<u>TOTAL FUNDS AVAILABLE</u>
<u>GENERAL FUNDS</u>			
OPERATING FUND #1017375	\$ 902,969.26		\$ 902,969.26
HOME GRANT FUNDS /COPS UNIVERSAL #1032895	\$ 10.00		\$ 10.00
ESCROW FUND #1025873	\$ -		\$ -
PARK FUND #7014236	\$ -		\$ -
POLICE DRUG & MISC FUND #1025675	\$ 10,675.64		\$ 10,675.64
INVESTMENTS - GENERAL FUND		\$ 300,000.00	\$ 300,000.00
TEXPOOL - GENERAL FUND # 00003		\$ 91,213.15	\$ 91,213.15
TEXPOOL - RESERVE FUND # 00005		\$ -	\$ -
TOTAL GENERAL FUND	\$ 913,654.90	\$ 391,213.15	\$ 1,304,868.05
<u>CONSTRUCTION FUND</u>			
BUILDING FUND #1058528	\$ -		\$ -
CONSTRUCTION ACCOUNT #1058544	\$ 70,002.68 *		\$ 70,002.68
BOK Financial Series 2017A	\$ 1,022,831.47		\$ 1,022,831.47
BOK Financial Series 2017BA	\$ 1,572,814.08		\$ 1,572,814.08
TEXPOOL - CONST # 00009		\$ 301,438.84	\$ 301,438.84
INVESTMENTS - CONSTRUCTION		\$ -	\$ -
TOTAL CONSTRUCTION FUND	\$ 2,665,648.23	\$ 301,438.84	\$ 2,967,087.07
<u>DEBT SERVICE FUND</u>			
DEBT SERVICE FUND #7024730	\$ 615,158.47		\$ 615,158.47
TEXPOOL DEBT SERVICE # 00008	\$ -	\$ 24,984.02	\$ 24,984.02
TOTAL DEBT SERVICE FUND	\$ 615,158.47	\$ 24,984.02	\$ 640,142.49
<u>COURT SECURITY FUND</u> #1070580	\$ 4,276.38	\$ -	\$ 4,276.38
<u>COURT TECHNICAL FUND</u> #1058361	\$ 37,130.19	\$ -	\$ 37,130.19
<u>GRANT FUND</u>			
HOME GRANT ACCOUNT #1059104	\$ 5,737.63		\$ 5,737.63
GRANT ACCOUNT #1048479	\$ 80.73		\$ 80.73
TOTAL GRANT FUND	\$ 5,818.36	\$ -	\$ 5,818.36
<u>HOTEL OCCUPANCY TAX FUND</u> #1025253	\$ 12,094.14	\$ -	\$ 12,094.14
<u>MEDC</u>			
CHECKING ACCOUNT #1017938	\$ 194,141.02		\$ 194,141.02
TEXPOOL - MEDC # 00003		\$ 240,795.35	\$ 240,795.35
INVESTMENTS - MEDC		\$ 250,000.00	\$ 250,000.00
TOTAL MEDC	\$ 194,141.02	\$ 490,795.35	\$ 684,936.37
<u>POLICE ASSET FORFEITURES</u> #1047745	\$ 6,221.99		\$ 6,221.99
<u>UTILITY FUND</u>			
UTILITY FUND #1017383	\$ 284,137.64		\$ 284,137.64
CUSTOMER DEPOSITS FUND #1017417	\$ -		\$ -
WATER WORKS & SAN SEWER #7013840	\$ -		\$ -
TEXPOOL - UTILITY FUND # 00002		\$ 470,850.20	\$ 470,850.20
TOTAL UTILITY FUND	\$ 284,137.64	\$ 470,850.20	\$ 754,987.84
<u>TOTAL ALL FUNDS</u>	\$ 4,738,281.32	\$ 1,679,281.56	\$ 6,417,562.88

INVESTMENTS	
TEXPOOL - GENERAL FUND	\$ 91,213.15
INVESTMENTS - GENERAL FUND	\$ 300,000.00
TEXPOOL - CONST # 00009	\$ 301,438.84
TEXPOOL - DEBT SERVICE # 00008	\$ 24,984.02
TEXPOOL - MEDC	\$ 240,795.35
INVESTMENTS - MEDC	\$ 250,000.00
TEXPOOL - UTILITY	\$ 470,850.20
TOTAL ALL INVESTMENTS	\$ 1,679,281.56

*Note: Due to General Fund from Construction Fund (for Bridge Repair) \$64,581.63
 (City Just received Funds from FEMA and Paid back advances of \$542,025.80)
 The General Fund will be sending funds to Texpool immediately to reduce the cash balance
 MEDC's Texpool Account now has an additional \$153,000.00 - for a new balance of \$393,795.35
 Debt Service Fund - The Debt Payments due on 3/1/19 are being wired out on 2/22/19, as required.



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

City of Montgomery

Bookkeeper's Report

February 26, 2019

City of Montgomery
Account Balances

As of February 20, 2019

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Fund: Operating					
Certificates of Deposit					
GREEN BANK (XXXX0365)	12/17/2018	06/17/2019	2.35 %	100,000.00	
TEXAS CAPITAL BANK (XXXX0242)	01/03/2019	07/03/2019	2.37 %	100,000.00	
SPIRIT OF TEXAS BANK (XXXX0144)	02/04/2019	08/03/2019	2.45 %	100,000.00	
Money Market Funds					
TEXPOOL (XXXX0003)	08/01/2005		2.38 %	91,213.15	
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX7375)			0.00 %	902,969.26	Checking Account
FIRST FINANCIAL BANK (XXXX5675)			0.00 %	10,675.64	Police Drug & Misc Fund
FIRST FINANCIAL BANK (XXXX5873)			0.00 %	0.00	Escrow
FIRST FINANCIAL BANK (XXXX2895)			0.00 %	10.00	Home Grant / COPS Universal
FIRST FINANCIAL BANK (XXXX4236)			0.00 %	0.00	Park
Totals for Operating Fund:				\$1,304,868.05	
Fund: Capital Projects					
Money Market Funds					
TEXPOOL (XXXX0009)	12/27/2012		2.38 %	301,438.84	
Checking Account(s)					
BOK Financial (XXXX3014)			0.00 %	1,022,831.47	BOKF, NA Escrow - Series 2017A
BOK Financial (XXXX4012)			0.00 %	1,572,814.08	BOKF, NA Escrow - Series 2017B
FIRST FINANCIAL BANK (XXXX8528)			0.00 %	0.00	Building Fund
FIRST FINANCIAL BANK (XXXX8544)			0.00 %	70,002.68	Const Ckg-W&S Proj 1058544
Totals for Capital Projects Fund:				\$2,967,087.07	
Fund: Debt Service					
Money Market Funds					
TEXPOOL (XXXX0008)	12/27/2012		2.38 %	24,984.02	
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX4730)			0.00 %	615,158.47	Checking Account
Totals for Debt Service Fund:				\$640,142.49	
Fund: CT Security					
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX0580)			0.00 %	4,276.38	Cash In Bank
Totals for CT Security Fund:				\$4,276.38	
Fund: CT Tech					
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX8361)			0.00 %	37,130.19	Cash In Bank
Totals for CT Tech Fund:				\$37,130.19	
Fund: Grant					
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX8479)			0.00 %	80.73	Grant Account

City of Montgomery
Account Balances

As of February 20, 2019

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Fund: Grant					
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX9104)			0.00 %	5,737.63	Checking Account
Totals for Grant Fund:				\$5,818.36	
Fund: Hotel Occupancy Tax					
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX5253)			0.00 %	12,094.14	Cash In Bank
Totals for Hotel Occupancy Tax Fund:				\$12,094.14	
Fund: MEDC					
Certificates of Deposit					
ALLEGIANCE BANK (XXXX2047)	06/06/2018	06/06/2019	2.00 %	100,000.00	
BANCORPSOUTH (XXXX4045)	01/27/2019	01/28/2020	2.75 %	150,000.00	
Money Market Funds					
TEXPOOL (XXXX0006)	08/01/2005		2.38 %	240,795.35	
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX7938)			0.00 %	194,141.02	MEDC Checking
Totals for MEDC Fund:				\$684,936.37	
Fund: Policy Asset Forfeiture					
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX7745)			0.00 %	6,221.99	Cash In Bank
Totals for Policy Asset Forfeiture Fund:				\$6,221.99	
Fund: Utility					
Money Market Funds					
TEXPOOL (XXXX0002)	08/01/2005		2.38 %	470,850.20	
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX7383)			0.00 %	284,137.64	Water & Sewer Fund
FIRST FINANCIAL BANK (XXXX7417)			0.00 %	0.00	Customer Deposit Acct
FIRST FINANCIAL BANK (XXXX3840)			0.00 %	0.00	Water Works
Totals for Utility Fund:				\$754,987.84	
Grand total for City of Montgomery:				\$6,417,562.88	

City of Montgomery - General
Cash Flow Report - Checking Account

As of February 20, 2019

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/01/2019				\$326,027.24
Receipts				
	Sales Tax Rev		141,238.00	
	Bev Tax Rev 1/19		3,173.15	
	Admin Transfer from Court Sec.		720.00	
	Admin Transfer from MEDC		26,875.00	
	Reimb of Expense from Utility Fund		70,085.12	
	FEMA Funds -Due to CPF Fund for Pay Est 7 & 9 -Bridge Project		203,316.50	
	Escrow Rev- Kenroc		4,008.71	
	Court Rev O/S 1/31/19		3,207.85	
	Court Rev CL1/31/19		33,293.50	
	CT Rev CL - not on rept		255.00	
	CT - Ret Dep Reimb 1/19		99.10	
	Misc Rev CL 1/19		29,073.11	
	Misc Rev OS 1/19		4,199.50	
	Reimb of fees by bank		65.00	
	Tax - P&L Rev 1/19		2.41	
	Tax Rev CL 1/19		368,965.38	
	Tax Rev OS 1/19		55,040.29	
	Tax Rev EOM 1/19		55,409.58	
	Interest		10.27	
	Sales Tax Revenue 2/5/19		289,215.49	
	Reimbursement from Const for Pay Est 7 & 9 the Bridge Project		271,088.67	
	Reimbursement from Const for Pay Est 8 & 10 the Bridge Project		272,112.58	
Total Receipts			1,831,454.21	
Disbursements				
28887	City of Conroe	Inv# 00648 Acct#52035 - MTG PD	(584.30)	
28888	Conroe/Lake Conroe Chamber of Commerce	Renewal Inv 99119	(165.00)	
28889	EZTask.com,Inc.	Inv# 07910565 (6) Months of Website Hosting 2/	(600.00)	
28890	Gina Batts	Community Building Deposit Refund	(150.00)	
28891	Rick Hanna, CBO	17865, 17864	(4,531.00)	
28892	Robert Rosenquist	Municipal Court Judge - 12/18	(1,500.00)	
28893	Sales Revenue, Inc.	Sales Tax Tracking 1/2019 Inv#2507	(1,400.00)	
28894	Thomas Lundsten	Cedar Brake Park Garden Maintenance 12/18	(230.00)	
28895	Hensley, Susan L	Vacation Payout with approval	(1,680.98)	
28896	Office of the Attorney General	0012541428, 0013412154, 0011804850, 001250779	(2,344.05)	
28897	TMRS	0877, 00877 - December 2018	(14,679.87)	
28898	City of Montgomery - Utility Fund	Water Usage @ Parks, City Hall, Com Center - 11/	(559.06)	
28899	Consolidated Communications	936-597-6434, 936-597-7893	(819.40)	
28900	Crown Paper and Chemical	Supplies #119965	(308.77)	
28901	Darden,Fowler & Creighton, L.L.P.	Legal Fees 12/18	(5,313.35)	
28902	Entergy	Part Utilities per spreadsheet -11/22-12/20/18	(1,252.04)	
28903	Innovative Outdoors	Mowing - Inv# 2033 1/19	(6,667.00)	
28904	Interstate All Battery Center	Inv#1924102004722	(125.35)	
28905	Jim's Hardware	Acct #102 - Invoices -12/18	(484.79)	
28906	LDC	CM100017 Gas 101 Plantersville 12/3/18-1/2/	(161.57)	
28907	Lone Star Products & Equipment, LLC	Police Equipment Inv 30654 - Install Plastix Plus R	(435.00)	
28908	McCoy's Building Supply Corporation	Acct - 0900-98046487-001 December 2018 Invoice	(198.05)	
28909	Municipal Accounts & Consulting, L.P.	Bookkeeping Inv 55201 12/18	(9,027.01)	
28910	O'Reilly Auto Parts	Acct# 700907 Inv 1838-463738	(14.99)	
28911	Office Depot Business Credit	Supplies 12/3-12/21/18	(562.14)	

City of Montgomery - General
Cash Flow Report - Checking Account
As of February 20, 2019

Num	Name	Memo	Amount	Balance
Disbursements				
28912	Purchase Power	Acct-8000-9090-1015-0170 -Postage12/31/18 Due	(500.00)	
28913	Sam's Club	Acct #040241083268-7, Inv 006935,003743,999999	(377.88)	
28914	Stowes' Wrecker & Collision	Police Inv4221, 4222 Unit 1-601 & 15-10 Vehicle	(51.00)	
28915	Texas Top Cop Shop	31369, 31411, 32507, 32551	(1,286.86)	
28916	TML-IRP	Contract# 6827 Insurance Premium Jan 2019	(5,656.89)	
28917	UniFirst Holdings, Inc.	Several	(151.01)	
28918	Verizon Wireless	521590387-00001	(49.50)	
28919	Whitestone Printing	Window Envelopes Inv 3017	(241.05)	
28920	Office of the Attorney General	0012541428, 0013412154, 0013823116, 001180485	(2,256.37)	
28921	Cash Receipts Branch, MC 2003	Notification#2018008520- Budget/Rund/RTI ZZ1	(62.00)	
28922	Ditttert Rubber Stamp, Ltd.	Inv 254482 Name plate for Tom -Council	(8.00)	
28923	Gordon B. Dudley, Jr.	Prosecutor 1/10/19	(450.00)	
28924	Jones & Carter, Inc	277328,275,272,329,285,278 1/2 of bill,263,277,279	(13,132.24)	
28925	Omnibase Services of Texas, LP	4th Qtr Activity - 2018 PS ID # 114170 Report#	(336.00)	
28926	Personalized Communications, Inc.	Answering Service Inv#18253010919(1/24-2/20/1	(103.02)	
28927	Rick Hanna, CBO	17892, 17893	(5,888.75)	
28928	State Comptroller	State Criminal Costs and Fees Qtr Ending 12/31/1	(34,403.14)	
28929	TransUnion	Acct 300819 12/1-12/31/18	(250.00)	
28930	Tyler Technologies, Inc	025-244860, 025-245339	(244.00)	
28931	UBEO of East Texas, Inc.	62086502, 62086505, 62069947	(1,665.45)	
28932	UBEO of East Texas, Inc.1	Contract 8628-01 - Overage 9/1-11/30/18 Inv 73	(333.64)	
28933	Valero Marketing & Supply Company	Acct #6224 9487 -Fuel thru 12/14/18 1/2 of bill	(870.70)	
28934	Card Service Center	First Financial Credit Card Account XXXX 0869 -	(2,900.86)	
28935	Consolidated Communications	936-043-5910/0 1/11-2/10/19	(116.18)	
28936	Entergy	Acct # 140207580 / Inv#390002816882 12/4-1/4	(1,052.89)	
28937	GTIN	Fee per service agreement for 1/19 INV#20347	(3,642.25)	
28938	TML-Multistate Intergovernmental	Health, Life & AD&D Insurance Period 2019-02	(17,496.27)	
28939	Valero Marketing & Supply Company-2	Acct 7137 8863 Dec 2018 1/2 Fuel exp- Public	(375.38)	
28940	Standifer, Eric L.	40 hours vacation payout as approved	(832.33)	
28941	Yates, Jack R	40 hours vacation payout and 24 hours used as appr	(2,647.62)	
28942	Daspit, Laurence F	Payroll 2/1/19	(166.23)	
28943	John M. Blankenship	Down Payment on Painting Job at City Hall	(550.00)	
28944	Stowes' Wrecker & Collision	Inv 3714, 2989	(167.25)	
28945	Valero Marketing & Supply Company	Acct #6224 9487 -Fuel thru 1/16/19 (police)	(1,674.05)	
28946	John M. Blankenship	Final Payment on Painting Job at City Hall	(1,050.00)	
28947	Office of the Attorney General	0012541428, 0013412154, 0013823116, 001180485	(2,332.67)	
28948	Redman, Leslie A.	Reimbursement of Dependent Insurance - 2 pay ch	(33.06)	
28949	TMRS	0877, 00877	(14,999.84)	
28950	Void	Void	0.00	
28951	Entergy	Part Utilities per spreadsheet -12/19/18-1/25/19	(1,456.33)	
28952	Francisco Salas	Reimbursement for Workshop in New Braunfels, T	(137.50)	
28953	GALLS, LLC	BC0755016, BC0758760	(968.33)	
28954	George Hernandez	Reimbursement for Background Investigations Sem	(406.80)	
28955	Home Depot Credit Services	Acct # ***-9951 Inv 9030229	(138.74)	
28956	Houston Chronicle	222716104, 105, 106, 107, 108, Ref #268509003,	(1,550.84)	
28957	Information Professionals, Inc.	Inv# 35764 Subscription to eWorkOrders from 3/	(555.00)	
28958	Innovative Outdoors	Mowing - Inv# 2088 2/19	(6,667.00)	
28959	Justin Ravari	Inv#1838-469416 Reimbursement for purchase @	(45.45)	
28960	MDN Enterprises	Supplies Inv 258724	(201.00)	
28961	Mike Muckleroy	Reimbursement for APWA Workshop, New Braun	(137.50)	
28962	Montgomery Area Chamber of Commerce	Membership dues for 2019 Invoice# 1704	(125.00)	
28963	Municipal Accounts & Consulting, L.P.	Bookkeeping Inv 55689 1/19	(8,418.75)	

City of Montgomery - General
Cash Flow Report - Checking Account
As of February 20, 2019

Num	Name	Memo	Amount	Balance
Disbursements				
28964	O'Reilly Auto Parts	473060, 475757, 126948, 126951	(142.86)	
28965	Pitney Bowes Global Financial Svcs, LLC	Lease Acct 0018228782 Inv 3307999872 Contract	(428.46)	
28966	US Postal Service	Yearly P. O. Box #1667 renewal fee 3/1/19-2/28/	(117.00)	
28967	Price Air Conditioning	Inv#3127	(112.50)	
28968	Purchase Power	Acct-8000-9090-1015-0170 -Postage Refill 12/21/1	(556.28)	
28969	Red Wing Shoes	Inv 628-016 Ticket #34272	(170.99)	
28970	Rick Hanna, CBO	17902, 17903	(8,279.00)	
28971	Sales Revenue, Inc.	Sales Tax Tracking 2/19 Inv#2566	(1,400.00)	
28972	Texas Department of Criminal Justice	Inv#UI 442333- PO# 30447 Acct# C001035 Park	(3,165.00)	
28973	Texas Specialties/Lone Star Signs	Inv#215424 Name Plate panel for Srgt Hernandez	(29.50)	
28974	TML-IRP	Contract# 6827 Insurance Premium Feb 2019	(530.16)	
28975	Tyler Technologies, Inc	Monthly fee - Web Site and On Line Billing Compo	(41.00)	
28976	UniFirst Holdings, Inc.	Several 1/2 of bill	(164.56)	
28977	Office of the Attorney General	0012541428, 0013412154, 0013823116, 001180485	(2,190.27)	
28978	Daspit, Laurence F	Payroll 2/15/19	(210.09)	
28979	The Kroger Co.	2017/2018 City Sales Tax Rebate	(104,218.00)	
28980	The Kroger Co.	2017/2018 Ad Valorem Tax Rebate	(43,118.00)	
28981	Braun's	(3) Walnut Plaques - Inv 109730	(150.00)	
28982	CAPS Sprinkler Systems LLC	Inv#267888,891,892,893,894,895,896,897,898	(8,757.50)	
28983	City of Montgomery - Utility Fund	Water Usage @ Parks, City Hall, Com Center - 12/	(469.05)	
28984	Consolidated Communications	936-597-6434 & 936-597-7893	(819.06)	
28985	Darden,Fowler & Creighton, L.L.P.	Legal Fees Jan 2019	(2,200.00)	
28986	Ditttert Rubber Stamp, Ltd.	Inv254886 & 254507	(89.05)	
28987	Easley Enterprises of Texas, Inc.	5617 & 5636	(750.00)	
28988	Entergy	Inv#195005274669 Acct#143501195 12/20-1/24/	(30.82)	
28989	Francisco Salas	2/7/19 Municipal Court Translator	(75.00)	
28990	Gordon B. Dudley, Jr.	Prosecutor 2/7/19	(450.00)	
28991	GTIN	INV20382	(731.25)	
28992	Jim's Hardware	Acct #102 - Invoices#079991,92,80028,31,212,25	(688.57)	
28993	Jones & Carter, Inc	1/2 of 278049,278062 & 278070,8069, 8068, 8067,	(7,202.00)	
28994	LDC	CM100017 Gas 101 Plantersville 1/2/19-2/1/1	(213.12)	
28995	McCoy's Building Supply Corporation	Acct - 0900-98046487-001 Jan 2019 Invoices	(1,471.24)	
28996	Mel's Sprinkler Service	Inv#16769	(2,260.00)	
28997	Michael Shirley	Court Prosecutor 1/31/19	(450.00)	
28998	Office Depot Business Credit	Supplies 1/3-1/26/19	(295.37)	
28999	Perez Masonry	Inv#2 - Stone Column removal, paver replacement,	(300.00)	
29000	Personalized Communications, Inc.	Answering Service Inv#18253-020619 2/21-3/20/	(89.00)	
29001	Robert Rosenquist	Municipal Court Judge - 12/18	(1,500.00)	
29002	Rotary Club of Lake Conroe	Inv#1 & Inv#1459	(230.40)	
29003	Texas Top Cop Shop	Police Supplies- Acct#1026 - Inv34986	(147.90)	
29004	Thomas Lundsten	Cedar Brake Park Garden January 2019 Maintenanc	(65.00)	
29005	VARC Solutions	File Rebuild for payroll taxes	(75.00)	
29006	Verizon Wireless	521590387-00001	(49.56)	
29007	Vulcan Materials Company	Inv# 61851434,61853779	(76.72)	
DD	Aguirre, Abel	Payroll 1/4/19	(1,945.57)	
DD	Bauer, Timothy M	Payroll 1/4/19	(1,875.62)	
DD	Belmares, Jose N.	Payroll 1/4/19	(2,502.30)	
DD	Bracht, James C.	Payroll 1/4/19	(2,396.40)	
DD	Brown, Jackson A	Payroll 1/4/19	(937.49)	
DD	Carswell, Christopher M	Payroll 1/4/19	(2,001.75)	
DD	Duckett, Kimberly T.	Payroll 1/4/19	(1,676.81)	
DD	Dupree, April J	Payroll 1/4/19	(1,294.36)	

City of Montgomery - General
Cash Flow Report - Checking Account
As of February 20, 2019

Num	Name	Memo	Amount	Balance
Disbursements				
DD	Hensley, Susan L.	Payroll 1/4/19	(2,055.04)	
DD	Hernandez, George J.	Payroll 1/4/19	(1,817.53)	
DD	Kohl, Julie J	Payroll 1/4/19	(244.65)	
DD	Kowarsch, Robert D	Payroll 1/4/19	(221.64)	
DD	McCorquodale, David D.	Payroll 1/4/19	(1,547.73)	
DD	Moore, Katrina E	Payroll 1/4/19	(1,490.53)	
DD	Muckleroy, Micha D.	Payroll 1/4/19	(2,121.62)	
DD	Napolitano, James F	Payroll 1/4/19	(2,673.93)	
DD	Rather, Regina S.	Payroll 1/4/19	(339.56)	
DD	Ravari, Justin R.	Payroll 1/4/19	(1,365.88)	
DD	Redman, Leslie A.	Payroll 1/4/19	(1,340.51)	
DD	Rosendo, Jose A	Payroll 1/4/19	(1,223.26)	
DD	Salas, Francisco A.	Payroll 1/4/19	(1,286.17)	
DD	Standifer, Eric L.	Payroll 1/4/19	(1,759.08)	
DD	Thomas, Ryan A	Payroll 1/4/19	(1,550.60)	
DD	Thompson, Kevin A.	Payroll 1/4/19	(1,135.17)	
DD	Williams, Tina M.	Payroll 1/4/19	(1,445.64)	
DD	Yates, Jack R	Payroll 1/4/19	(3,621.04)	
DD	Aguirre, Abel	Payroll 1/18/19	(1,748.18)	
DD	Bauer, Timothy M	Payroll 1/18/19	(1,547.77)	
DD	Belmares, Jose N.	Payroll 1/18/19	(2,502.29)	
DD	Bracht, James C.	Payroll 1/18/19	(2,262.56)	
DD	Brown, Jackson A	Payroll 1/18/19	(929.53)	
DD	Carswell, Christopher M	Payroll 1/18/19	(2,215.92)	
DD	Duckett, Kimberly T.	Payroll 1/18/19	(1,676.81)	
DD	Dupree, April J	Payroll 1/18/19	(1,323.84)	
DD	Hensley, Susan L	Payroll 1/18/19	(2,055.03)	
DD	Hernandez, George J.	Payroll 1/18/19	(1,668.92)	
DD	Kohl, Julie J	Payroll 1/18/19	(326.09)	
DD	Kowarsch, Robert D	Payroll 1/18/19	(184.70)	
DD	McCorquodale, David D.	Payroll 1/18/19	(989.93)	
DD	Moore, Katrina E	Payroll 1/18/19	(1,462.21)	
DD	Muckleroy, Micha D.	Payroll 1/18/19	(2,121.62)	
DD	Napolitano, James F	Payroll 1/18/19	(2,673.95)	
DD	Rather, Regina S.	Payroll 1/18/19	(557.99)	
DD	Ravari, Justin R.	Payroll 1/18/19	(1,561.67)	
DD	Redman, Leslie A.	Payroll 1/18/19	(1,340.51)	
DD	Rosendo, Jose A	Payroll 1/18/19	(1,237.33)	
DD	Salas, Francisco A.	Payroll 1/18/19	(1,360.86)	
DD	Standifer, Eric L.	Payroll 1/18/19	(1,662.69)	
DD	Thomas, Ryan A	Payroll 1/18/19	(1,506.24)	
DD	Thompson, Kevin A.	Payroll 1/18/19	(966.01)	
DD	Williams, Tina M.	Payroll 1/18/19	(1,445.64)	
DD	Yates, Jack R	Payroll 1/18/19	(3,621.04)	
DD	Aguirre, Abel	Payroll 2/1/19	(1,663.17)	
DD	Bauer, Timothy M	Payroll 2/1/19	(1,613.94)	
DD	Belmares, Jose N.	Payroll 2/1/19	(2,502.31)	
DD	Bracht, James C.	Payroll 2/1/19	(2,634.52)	
DD	Carswell, Christopher M	Payroll 2/1/19	(2,960.00)	
DD	Duckett, Kimberly T.	Payroll 2/1/19	(1,676.81)	
DD	Dupree, April J	Payroll 2/1/19	(1,272.25)	
DD	Hensley, Susan L	Payroll 2/1/19	(2,055.04)	

City of Montgomery - General
Cash Flow Report - Checking Account
As of February 20, 2019

Num	Name	Memo	Amount	Balance
Disbursements				
DD	Hernandez, George J.	Payroll 2/1/19	(1,696.57)	
DD	Kohl, Julie J	Payroll 2/1/19	(382.80)	
DD	Kowarsch, Robert D	Payroll 2/1/19	(73.88)	
DD	McCorquodale, David D.	Payroll 2/1/19	(1,227.91)	
DD	Moore, Katrina E	Payroll 2/1/19	(1,487.18)	
DD	Muckleroy, Micha D.	Payroll 2/1/19	(2,121.62)	
DD	Napolitano, James F	Final Payroll through 1/31/19	(3,625.40)	
DD	Rather, Regina S.	Payroll 2/1/19	(614.37)	
DD	Ravari, Justin R.	Payroll 2/1/19	(1,358.67)	
DD	Rosendo, Jose A	Payroll 2/1/19	(1,223.26)	
DD	Salas, Francisco A.	Payroll 2/1/19	(1,299.29)	
DD	Standifer, Eric L.	Payroll 2/1/19	(1,662.69)	
DD	Thomas, Ryan A	Payroll 2/1/19	(1,561.95)	
DD	Thompson, Kevin A.	Payroll 2/1/19	(1,042.32)	
DD	Williams, Tina M.	Payroll 2/1/19	(1,445.64)	
DD	Yates, Jack R	Payroll 2/1/19	(3,621.04)	
DD	Brown, Jackson A	Payroll 2/1/19	(929.53)	
DD	Redman, Leslie A.	Payroll 2/1/19	(1,349.80)	
DD	Aguirre, Abel	Payroll 2/15/19	(1,655.02)	
DD	Bauer, Timothy M	Payroll 2/15/19	(1,613.95)	
DD	Belmares, Jose N.	Payroll 2/15/19	(2,502.29)	
DD	Bracht, James C.	Payroll 2/15/19	(2,158.45)	
DD	Brown, Jackson A	Payroll 2/15/19	(933.00)	
DD	Carswell, Christopher M	Payroll 2/15/19	(2,050.70)	
DD	Duckett, Kimberly T.	Payroll 2/15/19	(1,676.80)	
DD	Dupree, April J	Payroll 2/15/19	(1,421.78)	
DD	Hensley, Susan L	Payroll 2/15/19	(2,055.04)	
DD	Hernandez, George J.	Payroll 2/15/19	(1,641.25)	
DD	Kohl, Julie J	Payroll 2/15/19	(328.86)	
DD	Kowarsch, Robert D	Payroll 2/15/19	(143.14)	
DD	McCorquodale, David D.	Payroll 2/15/19	(1,227.90)	
DD	Moore, Katrina E	Payroll 2/15/19	(1,461.33)	
DD	Muckleroy, Micha D.	Payroll 2/15/19	(2,121.62)	
DD	Rains, Eva S.	Payroll 2/15/19	(18.47)	
DD	Rather, Regina S.	Payroll 2/15/19	(344.08)	
DD	Ravari, Justin R.	Payroll 2/15/19	(1,389.92)	
DD	Redman, Leslie A.	Payroll 2/15/19	(1,348.82)	
DD	Rosendo, Jose A	Payroll 2/15/19	(1,223.27)	
DD	Salas, Francisco A.	Payroll 2/15/19	(1,373.00)	
DD	Standifer, Eric L.	Payroll 2/15/19	(1,678.89)	
DD	Thomas, Ryan A	Payroll 2/15/19	(1,534.09)	
DD	Thompson, Kevin A.	Payroll 2/15/19	(899.91)	
DD	Williams, Tina M.	Payroll 2/15/19	(1,445.65)	
DD	Yates, Jack R	Payroll 2/15/19	(3,621.04)	
DM	ETS Corporation	ETS Fees	(459.59)	
POL	EFTPS	Payroll Liabilities 1/4/19	(14,683.04)	
POL	EFTPS	Payroll Liabilities 1/18/19	(13,323.14)	
POL	Texas Workforce Commission	99-881774-9	(500.77)	
POL	EFTPS	Payroll Liabilities 2/1/19	(15,437.24)	

City of Montgomery - General
Cash Flow Report - Checking Account
 As of February 20, 2019

Num	Name	Memo	Amount	Balance
Disbursements				
POL	EFTPS	Payroll Liabilities 2/15/19	(12,361.92)	
Transfer	City of Montgomery- Capital Projects	Transfer To cover Pay Est #11 - Bridge Project	(63,406.18)	
Transfer	City of Montgomery - Debt Service	Tax Revenue transfer	(170,761.47)	
Transfer	City of Montgomery Court Security Fund	Transfer of Court Fees Revenue	(2,167.58)	
Transfer	City of Montgomery Court Technology Fund	Court Tech Fees Rev	(2,890.05)	
Transfer	City of Montgomery - MEDC	Sales Tax Transfer	(196,121.17)	
Transfer	City of Montgomery- Capital Projects	Transfer Amount Due to Const	(7,828.48)	
Transfer	City of Montgomery- Capital Projects	Transfer Amt rec'd from FEMA for Pay Est #7 &	(203,316.50)	
Total Disbursements			(1,254,512.19)	(1,254,512.19)
BALANCE AS OF 02/20/2019				\$902,969.26

City of Montgomery - General
Cash Flow Report - Police Drug & Misc Fund Account

As of February 20, 2019

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/01/2019				\$10,675.64
Receipts				
	No Receipts Activity		0.00	
Total Receipts			<u>0.00</u>	0.00
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements			<u>0.00</u>	<u>0.00</u>
BALANCE AS OF 02/20/2019				<u><u>\$10,675.64</u></u>

City of Montgomery - General
Cash Flow Report - Home Grant / COPS Universal Account

As of February 20, 2019

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/01/2019				\$10.00
Receipts				
	No Receipts Activity		0.00	
Total Receipts			<u>0.00</u>	0.00
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements			<u>0.00</u>	<u>0.00</u>
BALANCE AS OF 02/20/2019				<u><u>\$10.00</u></u>

City of Montgomery - General Fund
Profit & Loss Budget Performance-All
January 2019

	Jan 19	Budget	\$ Over B...	Oct '18 - J...	YTD Bud...	\$ Over B...	Annual B...
Ordinary Income/Expense							
Income							
14000.1 · Taxes & Franchise Fees							
14103 · Beverage Tax	3,173.15	1,000.00	2,173.15	6,365.70	4,000.00	2,365.70	12,000.00
14111 · Franchise Tax	1,929.23	6,000.00	-4,070.77	4,740.72	24,000.00	-19,259.28	72,000.00
14320 · Ad Valorem Taxes							
14320.1 · PID Tax Revenue	0.00	0.00	0.00	-400.00	35,775.00	-36,175.00	35,775.00
14320 · Ad Valorem Taxes - Other	246,657.89	43,340.42	203,317.47	426,952.92	173,361.64	253,591.28	520,085.00
Total 14320 · Ad Valorem Taxes	246,657.89	43,340.42	203,317.47	426,552.92	209,136.64	217,416.28	555,860.00
14330 · Penalties & Interest on Adv Tax	1.10	0.00	1.10	188.95	0.00	188.95	3,000.00
14331 · Rendition Penalties	0.00	8.33	-8.33	0.00	33.36	-33.36	100.00
14600 · Sales Tax							
14600.1 · Sales Tax ILO AdValorem Tax	0.00	0.00	0.00	0.00	739,377.00	-739,377.00	739,377.00
14600 · Sales Tax - Other	105,928.50	125,096.83	-19,168.33	584,299.87	500,387.36	83,912.51	1,501,162.00
Total 14600 · Sales Tax	105,928.50	125,096.83	-19,168.33	584,299.87	1,239,764.36	-655,464.49	2,240,539.00
Total 14000.1 · Taxes & Franchise Fees	357,689.87	175,445.58	182,244.29	1,022,148.16	1,476,934.36	-454,786.20	2,883,499.00
14000.2 · Permits & Licenses							
14105 · Building Permits/MEP	28,874.70	16,666.67	12,208.03	89,420.63	66,666.64	22,753.99	200,000.00
14146 · Vendor/Beverage Permits	140.00	41.67	98.33	297.50	166.64	130.86	500.00
14611 · Sign Fee	400.00	150.00	250.00	725.00	600.00	125.00	1,800.00
14612 · Misc Permit Fees(plats,& Zoning	697.50	166.67	530.83	1,547.40	666.64	880.76	2,000.00
14000.2 · Permits & Licenses - Other	0.00	8.33	-8.33	50.00	33.36	16.64	100.00
Total 14000.2 · Permits & Licenses	30,112.20	17,033.34	13,078.86	92,040.53	68,133.28	23,907.25	204,400.00
14000.4 · Fees for Service							
14380 · Community Bldg Rental	195.00	458.33	-263.33	2,245.00	1,833.36	411.64	5,500.00
14381 · Kiosk Revenue	0.00	5.00	-5.00	0.00	10.00	-10.00	30.00
14385 · Right of Way Use Fees	37.41	250.00	-212.59	3,263.41	1,000.00	2,263.41	3,000.00
Total 14000.4 · Fees for Service	232.41	713.33	-480.92	5,508.41	2,843.36	2,665.05	8,530.00
14000.5 · Court Fines & Forfeitures							
14101 · Collection Fees	175.80	2,000.00	-1,824.20	1,896.36	8,000.00	-6,103.64	24,000.00
14102 · Asset Forfeitures	0.00	400.00	-400.00	0.00	400.00	-400.00	400.00
14106 · Child Belt/Safety (Dedicated)	150.00	16.67	133.33	785.46	66.64	718.82	200.00
14110 · Fines	34,984.67	39,166.67	-4,182.00	124,717.55	156,666.64	-31,949.09	470,000.00
14118 · OMNI	37.26	166.67	-129.41	299.39	666.64	-367.25	2,000.00
14125 · Warrant Fees	0.00	10.00	-10.00	0.00	20.00	-20.00	50.00
14126 · Judicial Efficiency (Dedicated)	119.03	125.00	-5.97	422.26	500.00	-77.74	1,500.00
14130 · Accident Reports	6.00	18.33	-12.33	6.00	73.36	-67.36	220.00
Total 14000.5 · Court Fines & Forfeitures	35,472.76	41,903.34	-6,430.58	128,127.02	166,393.28	-38,266.26	498,370.00
14000.6 · Other Revenues							
15380 · Unanticipated Income	542.77	166.67	376.10	2,616.36	666.64	1,949.72	2,000.00
15391 · Interest Income	10.27	50.00	-39.73	414.31	200.00	214.31	600.00
15392 · Interest on Investments	0.00	458.33	-458.33	1,376.82	1,833.36	-456.54	5,500.00
Total 14000.6 · Other Revenues	553.04	675.00	-121.96	4,407.49	2,700.00	1,707.49	8,100.00
15350 · Proceeds from sales	0.00	0.00	0.00	0.00	0.00	0.00	200.00
15393 · Police Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	300.00
Total Income	424,060.28	235,770.59	188,289.69	1,252,231.61	1,717,004.28	-464,772.67	3,603,399.00
Expense							
16000 · Personnel							
16353.1 · Health Ins.	12,752.92	10,483.50	2,269.42	41,759.33	41,934.00	-174.67	125,802.00
16353.4 · Unemployment Ins.	1,937.10	403.84	1,533.26	2,437.83	1,615.28	822.55	4,846.00
16353.5 · Workers Comp.	3,073.50	2,371.66	701.84	9,196.77	9,486.72	-289.95	28,460.00
16353.6 · Dental & Vision Insurance	1,157.46	1,051.57	105.89	3,227.96	4,206.44	-978.48	12,619.00
16353.7 · Life & AD&D Insurance	178.59	93.33	85.26	171.33	373.36	-202.03	1,120.00
16353.8 · Crime-Ins	32.92			131.68	0.00	131.68	0.00
16560 · Payroll Taxes	8,783.31	9,007.08	-223.77	33,259.15	36,028.36	-2,769.21	108,085.00

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

Accrual Basis

January 2019

	Jan 19	Budget	\$ Over B...	Oct '18 - J...	YTD Bud...	\$ Over B...	Annual B...
16600 · Wages	101,031.47	109,859.67	-8,828.20	400,873.98	439,438.64	-38,564.66	1,318,316.00
16600.1 · Overtime	6,092.21	2,416.67	3,675.54	15,607.90	9,666.64	5,941.26	29,000.00
16620 · Retirement Expense	6,456.79	5,348.33	1,108.46	24,901.63	21,393.36	3,508.27	64,180.00
Total 16000 · Personnel	141,496.27	141,035.65	460.62	531,567.56	564,142.80	-32,575.24	1,692,428.00
16001 · Communications							
16338 · Advertising/Promotion							
16338.1 · Legal Notices and Pub	1,300.84	325.00	975.84	3,359.82	1,300.00	2,059.82	3,900.00
16338.2 · Recording Fees	0.00	166.67	-166.67	0.00	666.64	-666.64	2,000.00
16338 · Advertising/Promotion - Other	0.00	166.67	-166.67	0.00	666.64	-666.64	2,000.00
Total 16338 · Advertising/Promotion	1,300.84	658.34	642.50	3,359.82	2,633.28	726.54	7,900.00
Total 16001 · Communications	1,300.84	658.34	642.50	3,359.82	2,633.28	726.54	7,900.00
16002 · Contract Services							
16102 · General Consultant Fees							
16102.1 · Sales Tax Tracking	0.00	1,540.00	-1,540.00	0.00	6,160.00	-6,160.00	18,480.00
16102 · General Consultant Fees - Other	910.56	2,666.67	-1,756.11	10,119.61	10,666.64	-547.03	32,000.00
Total 16102 · General Consultant Fees	910.56	4,206.67	-3,296.11	10,119.61	16,826.64	-6,707.03	50,480.00
16220 · Omni Expense	0.00	333.33	-333.33	336.00	1,333.36	-997.36	4,000.00
16242 · Prosecutors Fees	900.00	1,041.67	-141.67	3,600.00	4,166.64	-566.64	12,500.00
16280 · Mowing	6,667.00	10,666.67	-3,999.67	26,668.00	42,666.64	-15,998.64	128,000.00
16281 · Records Shredding	0.00	271.67	-271.67	112.40	986.64	-874.24	2,860.00
16299 · Inspections/Permits	14,167.75	9,583.33	4,584.42	44,572.75	38,333.36	6,239.39	115,000.00
16310 · Judge's Fee	1,500.00	1,500.00	0.00	6,000.00	6,000.00	0.00	18,000.00
16320 · Legal	2,200.00	2,375.00	-175.00	15,593.23	9,500.00	6,093.23	28,500.00
16321 · Audit Fees	0.00	0.00	0.00	0.00	8,000.00	-8,000.00	22,000.00
16322 · Engineering	0.00	11,000.00	-11,000.00	27,339.49	44,000.00	-16,660.51	132,000.00
16326 · Collection Agency Fees	0.00	3,333.33	-3,333.33	2,884.27	13,333.36	-10,449.09	40,000.00
16333 · Accounting Fees	8,418.75	4,583.33	3,835.42	35,606.78	18,333.36	17,273.42	55,000.00
16335 · Repairs & Maintenance							
16332 · Downtown Repairs	0.00	83.33	-83.33	0.00	333.36	-333.36	1,000.00
16335.1 · Maintenance - Vehicles & Equip							
16334 · Gas/Oil	2,097.41	3,016.67	-919.26	9,164.17	12,066.64	-2,902.47	36,200.00
16343 · Tractor & Mower	0.00	83.33	-83.33	98.96	333.36	-234.40	1,000.00
16357 · Auto Repairs	859.09	2,083.33	-1,224.24	7,824.70	8,333.36	-508.66	25,000.00
16373 · Equipment repairs	479.42	708.34	-228.92	1,154.25	2,833.28	-1,679.03	8,500.00
16374 · Building Repairs-City Hall/Comm	265.49	1,541.67	-1,276.18	1,193.83	6,166.64	-4,972.81	18,500.00
16375 · Street Repairs - Minor	43.96	2,825.00	-2,781.04	1,687.66	11,300.00	-9,612.34	33,900.00
16335.1 · Maintenance - Vehicles & Equip - O...	0.00	200.00	-200.00	137.77	800.00	-662.23	2,400.00
Total 16335.1 · Maintenance - Vehicles & Equip	3,745.37	10,458.34	-6,712.97	21,261.34	41,833.28	-20,571.94	125,500.00
16335 · Repairs & Maintenance - Other	375.00	1,541.67	-1,166.67	2,660.00	6,166.64	-3,506.64	18,500.00
Total 16335 · Repairs & Maintenance	4,120.37	12,083.34	-7,962.97	23,921.34	48,333.28	-24,411.94	145,000.00
16337 · Street Signs	0.00	500.00	-500.00	1,429.64	2,000.00	-570.36	6,000.00
16340 · Printing & Office supplies	39.79	650.01	-610.22	1,657.03	2,599.92	-942.89	7,800.00
16342 · Computers/Website	1,274.78	2,328.33	-1,053.55	11,434.68	9,313.36	2,121.32	27,940.00
16350 · Postage/Delivery	428.46	475.00	-46.54	1,951.93	1,900.00	51.93	5,700.00
16351 · Telephone	1,063.86	1,466.67	-402.81	7,926.89	5,866.64	2,060.25	17,600.00
16360 · Tax Assessor Fees	0.00	0.00	0.00	2,653.94	7,500.00	-4,846.06	7,500.00
16370 · Election	0.00	0.00	0.00	0.00	0.00	0.00	12,000.00
17030 · Mobil Data Terminal	0.00	1,333.33	-1,333.33	1,747.75	5,333.36	-3,585.61	16,000.00
17031 · Police Officer Scheduling Serv	0.00	0.00	0.00	0.00	1,600.00	-1,600.00	1,600.00
17040 · Computer/Technology	1,456.91	1,756.25	-299.34	5,851.60	7,025.00	-1,173.40	21,075.00
17510 · State Portion of Fines/Payouts	0.00	15,833.33	-15,833.33	34,403.14	63,333.36	-28,930.22	190,000.00
Total 16002 · Contract Services	43,148.23	85,321.26	-42,173.03	265,810.47	358,284.92	-92,474.45	1,066,555.00
16003 · Supplies & Equipment							
16244 · Radio Fees	0.00	366.50	-366.50	0.00	1,466.00	-1,466.00	4,398.00

City of Montgomery - General Fund
Profit & Loss Budget Performance-All
January 2019

	Jan 19	Budget	\$ Over B...	Oct '18 - J...	YTD Bud...	\$ Over B...	Annual B...
16328 · Uniforms & Safety Equip	264.54	966.66	-702.12	3,828.29	3,866.72	-38.43	11,600.00
16328.1 · Protective Gear	0.00	166.67	-166.67	0.00	666.64	-666.64	2,000.00
16358 · Copier/Fax Machine Lease	1,505.85	1,716.66	-210.81	6,200.74	6,866.72	-665.98	20,600.00
16460 · Operating Supplies (Office)							
16460.1 · Streets and Drainage	320.05	306.25	13.80	539.15	1,225.00	-685.85	3,675.00
16460.2 · Cedar Brake Park	83.34	291.67	-208.33	237.78	1,166.64	-928.86	3,500.00
16460.3 · Homecoming Park	83.34	166.67	-83.33	137.98	666.64	-528.66	2,000.00
16460.4 · Fernland Park	83.34	218.75	-135.41	146.98	875.00	-728.02	2,625.00
16460.5 · Community Building	83.35	166.67	-83.32	845.07	666.64	178.43	2,000.00
16460.6 · Tools, Etc	1,149.99	254.17	895.82	1,305.51	1,016.64	288.87	3,050.00
16460.7 · Memory Park	83.34	250.00	-166.66	412.02	1,000.00	-587.98	3,000.00
16460 · Operating Supplies (Office) - Other	904.58	1,895.84	-991.26	5,118.50	7,583.28	-2,464.78	22,750.00
Total 16460 · Operating Supplies (Office)	2,791.33	3,550.02	-758.69	8,742.99	14,199.84	-5,456.85	42,600.00
16503 · Code Enforcement Expenses	0.00	83.33	-83.33	0.00	333.36	-333.36	1,000.00
17010 · Emergency Equipment	0.00	333.33	-333.33	299.80	1,333.36	-1,033.56	4,000.00
17100 · Capital Purchase Furniture	0.00	458.33	-458.33	0.00	1,833.36	-1,833.36	6,700.00
16003 · Supplies & Equipment - Other	106.40	125.00	-18.60	445.30	500.00	-54.70	1,500.00
Total 16003 · Supplies & Equipment	4,668.12	7,766.50	-3,098.38	19,517.12	31,066.00	-11,548.88	94,398.00
16004 · Staff Development							
16241 · Training/Education	0.00	375.00	-375.00	2,513.08	1,500.00	1,013.08	4,500.00
16339 · Dues & Subscriptions	235.00	461.67	-226.67	6,204.04	1,526.64	4,677.40	4,900.00
16341 · Community Relations	45.00	245.84	-200.84	2,050.99	983.28	1,067.71	2,950.00
16354 · Travel & Training (Travel)	1,237.56	2,383.34	-1,145.78	6,113.50	9,533.28	-3,419.78	28,600.00
16004 · Staff Development - Other	0.00	0.00	0.00	0.00	100.00	-100.00	100.00
Total 16004 · Staff Development	1,517.56	3,465.85	-1,948.29	16,881.61	13,643.20	3,238.41	41,050.00
16005 · Maintenance							
16228 · Park Maint-Memory Pk	52.42	625.00	-572.58	613.78	2,500.00	-1,886.22	7,500.00
16229 · Park Maint - Fernland	70.75	333.33	-262.58	91.72	1,333.36	-1,241.64	4,000.00
16230 · Park Maint-Cedar Brake Park	189.27	525.00	-335.73	568.26	2,100.00	-1,531.74	6,300.00
16231 · Park Maint. - Homecoming Park	0.00	250.00	-250.00	31.99	1,000.00	-968.01	3,000.00
Total 16005 · Maintenance	312.44	1,733.33	-1,420.89	1,305.75	6,933.36	-5,627.61	20,800.00
16006 · Insurance							
16353.2 · Liability Ins.	1,822.20	1,883.33	-61.13	7,288.80	7,534.36	-245.56	22,601.00
16353.3 · Property Ins.	728.27	1,060.08	-331.81	2,913.11	4,240.36	-1,327.25	12,721.00
Total 16006 · Insurance	2,550.47	2,943.41	-392.94	10,201.91	11,774.72	-1,572.81	35,322.00
16007 · Utilities							
16352.0 · Electronic Sign-City	55.23	50.00	5.23	146.28	200.00	-53.72	600.00
16352.1 · Street Lights	1,052.89	1,241.67	-188.78	3,235.07	4,966.64	-1,731.57	14,900.00
16352.2 · Downtown Utilities	111.53	100.00	11.53	270.79	400.00	-129.21	1,200.00
16352.3 · Utilities-Cedar Brake Park	208.16	250.00	-41.84	756.06	1,000.00	-243.94	3,000.00
16352.4 · Utilities-Homecoming Park	123.15	114.00	9.15	570.90	453.00	117.90	1,365.00
16352.5 · Utilities-Fernland Park	466.42	408.33	58.09	1,601.34	1,633.36	-32.02	4,900.00
16352.6 · Utilities - City Hall	700.82	918.75	-217.93	2,924.70	3,675.00	-750.30	11,025.00
16352.8 · Utilities - Comm Center Bldg	454.38	405.00	49.38	1,507.36	1,620.00	-112.64	4,860.00
16352.9 · Utilities-Memory Pk	165.81	1,166.67	-1,000.86	1,223.95	4,666.64	-3,442.69	14,000.00
16007 · Utilities - Other	0.00	8.33	-8.33	96.66	33.36	63.30	100.00
Total 16007 · Utilities	3,338.39	4,662.75	-1,324.36	12,333.11	18,648.00	-6,314.89	55,950.00
16008 · Capital Outlay							
16590.2 · Property 149/105	3,004.80	19,253.58	-16,248.78	107,565.33	42,514.36	65,050.97	104,543.00
17070 · Capital Outlay - Police Cars							
17070.3 · Watch Guard	0.00	4,585.42	-4,585.42	0.00	18,341.64	-18,341.64	55,025.00
17070.4 · Tsf To CPF-Vehicle Replacement	0.00	0.00	0.00	0.00	15,000.00	-15,000.00	15,000.00
Total 17070 · Capital Outlay - Police Cars	0.00	4,585.42	-4,585.42	0.00	33,341.64	-33,341.64	70,025.00
17071 · Cap Purchase - Computers/Equip							
17071.1 · Copsync	0.00	791.67	-791.67	5,910.84	3,166.64	2,744.20	9,500.00
17071.2 · Radar	0.00	666.67	-666.67	0.00	2,666.64	-2,666.64	8,000.00

City of Montgomery - General Fund
Profit & Loss Budget Performance-All
January 2019

	Jan 19	Budget	\$ Over B...	Oct '18 - J...	YTD Bud...	\$ Over B...	Annual B...
17071.4 · Laser Fish (Software Equip)	0.00	183.33	-183.33	0.00	2,633.36	-2,633.36	4,100.00
17071.6 · Investigative and Testing Equip	0.00	333.33	-333.33	15.00	1,333.36	-1,318.36	4,000.00
17071.7 · Ballistic Vests & Shields	868.35	0.00	868.35	918.35	3,000.00	-2,081.65	3,000.00
17071.8 · Capital Outlay Miscellaneous	0.00	2,125.00	-2,125.00	0.00	8,500.00	-8,500.00	25,500.00
17071 · Cap Purchase - Computers/Equip - Other	0.00	11,125.00	-11,125.00	2,117.89	16,000.00	-13,882.11	25,000.00
Total 17071 · Cap Purchase - Computers/Equip	868.35	15,225.00	-14,356.65	8,962.08	37,300.00	-28,337.92	79,100.00
17071.5 · Patrol Weapons	0.00	0.00	0.00	0.00	5,200.00	-5,200.00	5,200.00
17072 · Capital Outlay-PWorks Items	0.00	1,075.00	-1,075.00	10,025.62	4,300.00	5,725.62	12,900.00
17080 · Capital Outlay-Improvements	0.00	416.67	-416.67	0.00	4,166.64	-4,166.64	10,000.00
Total 16008 · Capital Outlay	3,873.15	40,555.67	-36,682.52	126,553.03	126,822.64	-269.61	281,768.00
16009 · Miscellaneous Expenses							
16590 · Misc. Expense	459.59	358.33	101.26	2,647.07	1,433.36	1,213.71	4,300.00
Total 16009 · Miscellaneous Expenses	459.59	358.33	101.26	2,647.07	1,433.36	1,213.71	4,300.00
16010 · Contingency	0.00	8.33	-8.33	0.00	33.36	-33.36	100.00
16356 · Contract Labor- Streets	0.00	9,808.33	-9,808.33	7,145.00	39,233.36	-32,088.36	117,700.00
16500 · Leases - Parks and Recreation							
16504 · Adams Park	0.00	0.00	0.00	0.00	4,200.00	-4,200.00	4,200.00
Total 16500 · Leases - Parks and Recreation	0.00	0.00	0.00	0.00	4,200.00	-4,200.00	4,200.00
17000 · Capital Purchase	0.00	250.00	-250.00	0.00	1,000.00	-1,000.00	3,000.00
17500 · Tax Rebatement							
17500.1 · Sales Tax Rebate	0.00	0.00	0.00	0.00	169,125.00	-169,125.00	169,125.00
17500.2 · 380 Ad Valorem Tax Rebate	0.00	0.00	0.00	0.00	83,408.00	-83,408.00	83,408.00
17500.3 · PID Property Tax Reimbursement	0.00	35,775.00	-35,775.00	0.00	35,775.00	-35,775.00	35,775.00
Total 17500 · Tax Rebatement	0.00	35,775.00	-35,775.00	0.00	288,308.00	-288,308.00	288,308.00
Total Expense	202,665.06	334,342.75	-131,677.69	997,322.45	1468157.00	-470,834.55	3713779.00
Net Ordinary Income	221,395.22	-98,572.16	319,967.38	254,909.16	248,847.28	6,061.88	-110,380.00
Other Income/Expense							
Other Income							
14000.3 · Transfers In							
14620.2 · Admin Transfer from MEDC	26,875.00	0.00	26,875.00	26,875.00	26,875.00	0.00	107,500.00
14620.4 · Admin Trf from Court Security	720.00	0.00	720.00	720.00	720.00	0.00	2,880.00
Total 14000.3 · Transfers In	27,595.00	0.00	27,595.00	27,595.00	27,595.00	0.00	110,380.00
Total Other Income	27,595.00	0.00	27,595.00	27,595.00	27,595.00	0.00	110,380.00
Net Other Income	27,595.00	0.00	27,595.00	27,595.00	27,595.00	0.00	110,380.00
Net Income	248,990.22	-98,572.16	347,562.38	282,504.16	276,442.28	6,061.88	0.00

City of Montgomery - Capital Projects
Cash Flow Report - Const CkgW&S Proj 1058544 Account
As of February 20, 2019

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/01/2019				\$180,559.91
Receipts				
	Transfer fr General Fund to cover Est #11 - Bridge Project		63,406.18	
	Admin Transfer from Utility		77,400.00	
	Transfer amount due from General-Hurr Harvey - Atkins Creek (FE		7,828.48	
	Transfer from Gen Fund - FEMA Funds Rec'd for Pay Est #7 & 9 -		203,316.50	
	FEMA Funds Rec'd for Pay Est #8 &10 - The Bridge Proj		204,084.43	
	Transfer from TWDB 2017B per Draw		45,185.50	
	CBDG Rev - Baja/MLK Project #7217320		16,733.20	
Total Receipts			<u>617,954.29</u>	617,954.29
Disbursements				
1263	Grant Works	Contract 7217037 Inv. #3 Service Period 5/23-10/	(3,500.00)	
1264	Neil Technical Services, Corp.	Install Auto Dialer- Lift St #10 Inv 83983	(5,210.00)	
1265	Glen Fuqua, Inc	Pay App. No.11 Final W5841-0025-00 Buffalo Spr	(63,406.18)	
1266	Jones & Carter, Inc.	00277281 - 18" Gravity, 00277280 Town Creek Br	(22,515.47)	
1267	Neil Technical Services, Corp.	Install Auto Dialer- Lift St #5 Inv 83981	(5,210.00)	
1268	Jones & Carter, Inc.	Inv#00278055 #W5841-0034-00 & Inv#0278052	(3,086.25)	
1269	Jones & Carter, Inc.	W5841-0025-00 Buffalo Springs Bridge Embankm	(32,213.87)	
1270	Jones & Carter, Inc.	W5841-0028-00 Several SH 105 Waterline Replace	(45,185.50)	
1271	Jones & Carter, Inc.	W5841-0025-00 Buffalo Springs Bridge Embankm	(4,983.00)	
CB		Transfer to Gen Fund -for Pay Est #7 & 9 - The Br	(271,088.67)	
CB		Transfer to Gen Fund -for Pay Est #8 & 10 - The	(272,112.58)	
Total Disbursements			<u>(728,511.52)</u>	(728,511.52)
BALANCE AS OF 02/20/2019				<u><u>\$70,002.68</u></u>

City of Montgomery - Capital Projects
Cash Flow Report - BOKF, NA Escrow Series 2017A Account
 As of February 20, 2019

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/01/2019				\$1,021,257.05
Receipts				
	Interest		1,574.42	
Total Receipts				1,574.42
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements				0.00
BALANCE AS OF 02/20/2019				<u><u>\$1,022,831.47</u></u>

City of Montgomery - Capital Projects
Cash Flow Report - BOKF, NA Escrow Series 2017B Account
 As of February 20, 2019

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/01/2019				\$1,615,509.03
Receipts				
	Interest		2,490.55	
Total Receipts				<u>2,490.55</u>
Disbursements				
Transfer	City of Montgomery - Construction Fund	Transfer from TWDB 2017B per Draw 2	(45,185.50)	
Total Disbursements				<u>(45,185.50)</u>
BALANCE AS OF 02/20/2019				<u><u>\$1,572,814.08</u></u>

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

Accrual Basis

January 2019

	Jan 19	Budget	% of Bud...	Oct '18 - J...	YTD Budget	% of Bud...	Annual Bu...
Ordinary Income/Expense							
Income							
43901 · Capital Proj Funding Sourc							
43901.1 · Transfer from MEDC-Hou St	0.00			0.00	0.00	0.0%	0.00
43901.2 · Trns from General-Hou St.	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
43947 · Transfer from Utility Fund							
43947A · Tsf from Utility - Capital	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
43947B · Tsf from Utility - Maint	38,700.00	0.00	100.0%	38,700.00	0.00	100.0%	91,400.00
43947C · Tsf fr Utility - Cap Costs Proj	38,700.00	0.00	100.0%	38,700.00	0.00	100.0%	91,400.00
43947D · Revenue -Lift Sta 1 Replacement	0.00	0.00	0.0%	0.00	0.00	0.0%	91,400.00
Total 43947 · Transfer from Utility Fund	77,400.00	0.00	100.0%	77,400.00	0.00	100.0%	274,200.00
43948 · Transfer from Grant Fund	0.00			0.00	0.00	0.0%	0.00
43949 · Transfers from General Fund							
43949.1 · Tsf fr Gen - Police Veh Replace	0.00	0.00	0.0%	0.00	0.00	0.0%	15,000.00
Total 43949 · Transfers from General Fund	0.00	0.00	0.0%	0.00	0.00	0.0%	15,000.00
43952 · Other Fund Reserves/Transfers							
43952.1 · 380 Agt-1st Hrtford-18" SS line	0.00	0.00	0.0%	0.00	437,500.00	0.0%	437,500.00
43952.2 · Util Ext Proj-Waterstone on LC	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
43952.3 · Proceeds GLO	0.00	0.00	0.0%	0.00	0.00	0.0%	2,306,000.00
43952 · Other Fund Reserves/Transfers - Other	0.00			0.00	0.00	0.0%	0.00
Total 43952 · Other Fund Reserves/Transfers	0.00	0.00	0.0%	0.00	437,500.00	0.0%	2,743,500.00
Total 43901 · Capital Proj Funding Sourc	77,400.00	0.00	100.0%	77,400.00	437,500.00	17.7%	3,032,700.00
43956 · Proceeds - TWDB 2017 A	0.00			0.00	0.00	0.0%	0.00
43959 · FEMA Grant Revenue							
43956.1 · FEMA DR4272- Bridge	157,528.32	0.00	100.0%	157,528.32	641,616.00	24.6%	641,616.00
43956.2 · FEMA-DR4272-Plez Morgan St	0.00	0.00	0.0%	0.00	250,000.00	0.0%	250,000.00
43956.3 · Impact Fees (from Customers)	0.00			0.00	0.00	0.0%	0.00
43956.4 · FEMA -DR4332-Hurricane Harvey	0.00	0.00	0.0%	0.00	435,000.00	0.0%	435,000.00
43956.5 · FEMA - Baja Proj	0.00	0.00	0.0%	0.00	300,000.00	0.0%	300,000.00
43956.6 · FEMA Rev -#4332- Atkins Creek	0.00			7,828.48			
Total 43959 · FEMA Grant Revenue	157,528.32	0.00	100.0%	165,356.80	1,626,616.00	10.2%	1,626,616.00
43961 · Grant Funds-CDBG							
43961.1 · Bridge Repair - CDBG DR 7217037	0.00	0.00	0.0%	38,540.80	88,230.00	43.7%	88,230.00
43961.2 · Baja,W/S Drainag, MLK-CD7217230	0.00	0.00	0.0%	0.00	300,000.00	0.0%	300,000.00
Total 43961 · Grant Funds-CDBG	0.00	0.00	0.0%	38,540.80	388,230.00	9.9%	388,230.00
43964 · Proceeds-TWDB 2017 B	0.00			0.00	0.00	0.0%	0.00
45391 · Interest Earned							
45391.1 · Interest Earned Ser 2017A	1,574.42	416.66	377.9%	5,722.36	1,666.72	343.3%	5,000.00
45391.2 · Interest Earned Ser 2017B	2,490.55	591.66	420.9%	9,052.10	2,366.72	382.5%	7,100.00
45391 · Interest Earned - Other	610.43	0.00	100.0%	3,525.85	0.00	100.0%	0.00
Total 45391 · Interest Earned	4,675.40	1,008.32	463.7%	18,300.31	4,033.44	453.7%	12,100.00
Total Income	239,603.72	1,008.32	23,762.7%	299,597.91	2,456,379.44	12.2%	5,059,646.00
Expense							
43889 · Grant Administrative Expenses							
43889.1 · Bridge-CDBG-DR #7217037	0.00	416.66	0.0%	0.00	1,666.72	0.0%	5,000.00
43889.2 · Baja Project CDBG #7217320	0.00	0.00	0.0%	6,650.00	0.00	100.0%	20,000.00
43889.3 · GLO - All Proj	0.00	13,650.00	0.0%	0.00	54,600.00	0.0%	163,800.00
Total 43889 · Grant Administrative Expenses	0.00	14,066.66	0.0%	6,650.00	56,266.72	11.8%	188,800.00
43890 · Engineering							
43890.1 · Eng-Catahoula Aquifer WW	0.00			0.00	0.00	0.0%	0.00
43890.2 · Eng-WP #3 Improvements	0.00	9,583.33	0.0%	0.00	38,333.36	0.0%	115,000.00
43890.3 · Eng - Lift St #1 Expansion	0.00	7,500.00	0.0%	0.00	30,000.00	0.0%	90,000.00
43890.4 · Eng-Waterline replacement/HouSt	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
43890.5 · Eng-LS #3/Force Main Re-Route	0.00	1,583.33	0.0%	0.00	6,333.36	0.0%	19,000.00
43890.7 · Eng-Downtown/SH105 Imp	0.00	7,833.33	0.0%	3,541.75	31,333.36	11.3%	94,000.00
43890.8 · Eng-18" SS Line	1,966.50	4,750.00	41.4%	25,123.47	19,000.00	132.2%	57,000.00
43890.9 · Eng-Bridge Water Line	1,119.75	833.33	134.4%	8,049.25	3,333.36	241.5%	10,000.00

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

Accrual Basis

January 2019

	Jan 19	Budget	% of Bud...	Oct '18 - J...	YTD Budget	% of Bud...	Annual Bu...
43890.A · Eng - Baja Project	0.00	3,333.33	0.0%	10,083.20	13,333.36	75.6%	40,000.00
43890.B · Eng-Buffer Sp Brdg Emb RepFEMA	32,213.87	5,000.00	644.3%	32,213.87	20,000.00	161.1%	60,000.00
43890.C · Eng-Atkins Creek W,SS,STS Rep	0.00	0.00	0.0%	16,881.25	0.00	100.0%	0.00
43890.D · Eng-Buffer Sp Brdg - CDBG	0.00	1,250.00	0.0%	3,500.00	5,000.00	70.0%	15,000.00
43890.E · Eng-All GLO	0.00	25,000.00	0.0%	0.00	100,000.00	0.0%	300,000.00
43890.F · Eng-Pliez Morgan FEMA	0.00	4,166.66	0.0%	0.00	16,666.72	0.0%	50,000.00
43890.G · Eng-Hurricane Harvey	0.00	11,666.66	0.0%	0.00	46,666.72	0.0%	140,000.00
43890 · Engineering - Other	0.00			0.00	0.00	0.0%	0.00
Total 43890 · Engineering	35,300.12	82,499.97	42.8%	99,392.79	330,000.24	30.1%	990,000.00
43995 · Const Cost-Contingencies							
43995.1 · Cont's -LS#3 Force Main ReRoute	0.00	0.00	0.0%	0.00	36,000.00	0.0%	36,000.00
43995.2 · Cont's-LS#1 Replacement/Expans	0.00	0.00	0.0%	0.00	140,000.00	0.0%	140,000.00
43995.3 · Cont's-WP#3 Improvements	0.00	0.00	0.0%	0.00	154,000.00	0.0%	154,000.00
43995.4 · Cont's-Downtown/SH105 Improve	0.00	0.00	0.0%	0.00	126,000.00	0.0%	126,000.00
43995 · Const Cost-Contingencies - Other	0.00			0.00	0.00	0.0%	0.00
Total 43995 · Const Cost-Contingencies	0.00	0.00	0.0%	0.00	456,000.00	0.0%	456,000.00
44000 · Wastewater System							
44006 · LS #1-Replacement/Expansion	0.00	47,500.00	0.0%	0.00	190,000.00	0.0%	570,000.00
44007 · LS#3 Forcemain Reroute	0.00	12,083.33	0.0%	0.00	48,333.36	0.0%	145,000.00
44008 · 18" Gravity S.S. Line Const	0.00	36,458.33	0.0%	288,734.67	145,833.36	198.0%	437,500.00
44009 · Lift St #3 Improvements-GLO	0.00	12,500.00	0.0%	0.00	50,000.00	0.0%	150,000.00
Total 44000 · Wastewater System	0.00	108,541.66	0.0%	288,734.67	434,166.72	66.5%	1,302,500.00
45000 · Water System- Capital Proj							
43975 · WP #3 Generator - GLO	0.00	40,500.00	0.0%	0.00	162,000.00	0.0%	486,000.00
43976.1 · Downtown/SH 105 Water Line Imp	0.00	41,833.33	0.0%	0.00	167,333.36	0.0%	502,000.00
43992.1 · Water Plant #3 - Improvements	0.00	36,666.66	0.0%	0.00	146,666.72	0.0%	440,000.00
43992.4 · WP#3 Improvements - Other Costs	0.00	14,583.33	0.0%	0.00	58,333.36	0.0%	175,000.00
43992.5 · CDBG - Baja	0.00	20,000.00	0.0%	0.00	80,000.00	0.0%	240,000.00
Total 45000 · Water System- Capital Proj	0.00	153,583.32	0.0%	0.00	614,333.44	0.0%	1,843,000.00
46000 · Roadway System Improvements							
46001 · Pliez Morgan Street (FEMA4272)	0.00	16,666.66	0.0%	0.00	66,666.72	0.0%	200,000.00
46002 · Buf SpBrg RepFEMA4272-CD7217307	0.00	48,468.00	0.0%	210,037.77	193,872.00	108.3%	581,616.00
46003 · Downtown/SH 105 Improvements	0.00			0.00	0.00	0.0%	0.00
46006 · Buf Sp Brdg -CDBG7307	0.00	5,685.83	0.0%	0.00	22,743.36	0.0%	68,230.00
Total 46000 · Roadway System Improvements	0.00	70,820.49	0.0%	210,037.77	283,282.08	74.1%	849,846.00
47000 · Capital Costs Projects							
47001 · Blank 7	0.00	16,666.66	0.0%	0.00	66,666.72	0.0%	200,000.00
47000 · Capital Costs Projects - Other	0.00			0.00	0.00	0.0%	0.00
Total 47000 · Capital Costs Projects	0.00	16,666.66	0.0%	0.00	66,666.72	0.0%	200,000.00
48000 · Cap Outlay-Fac, Equip, Etc							
48000.1 · Buffalo Sp Bridge Proj	0.00			0.00	0.00	0.0%	0.00
48000.2 · Kroger Project	0.00			0.00	0.00	0.0%	0.00
48000.3 · Houston Street Rehab	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
48001 · GRP Capital Projects	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
48002 · Utili ProjPrev Maint	5,210.00	4,166.66	125.0%	10,420.00	16,666.72	62.5%	50,000.00
48003 · Buf Spgs-Water Line-Util ExProj	0.00	7,250.00	0.0%	83,140.33	29,000.00	286.7%	87,000.00
48004 · Police Vehicle Replacement	0.00	0.00	0.0%	0.00	15,000.00	0.0%	15,000.00
48005 · Baja/MLK Wtr & Drg Imp-TXCDBG	0.00	20,000.00	0.0%	0.00	80,000.00	0.0%	240,000.00
48005.A · Baja / MLK - GLO	0.00	59,675.00	0.0%	0.00	238,700.00	0.0%	716,100.00
48005.B · Baja/MLK - FEMA	0.00	4,166.66	0.0%	0.00	16,666.72	0.0%	50,000.00
48006 · Hurricane Harvey Exp (FEMA)	0.00	24,583.33	0.0%	0.00	98,333.36	0.0%	295,000.00
48007 · Impact Fee-WL Ext-Pkvy/Buf Sp	0.00			0.00	0.00	0.0%	0.00
48008 · Andres Branch - GLO	0.00	40,841.66	0.0%	0.00	163,366.72	0.0%	490,100.00
Total 48000 · Cap Outlay-Fac, Equip, Etc	5,210.00	160,683.31	3.2%	93,560.33	657,733.52	14.2%	1,943,200.00
Total Expense	40,510.12	606,862.07	6.7%	698,375.56	2,898,449.44	24.1%	7,773,346.00
Net Ordinary Income	199,093.60	-605,853.75	-32.9%	-398,777.65	-442,070.00	90.2%	-2,713,700.00

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

Accrual Basis

January 2019

	<u>Jan 19</u>	<u>Budget</u>	<u>% of Bud...</u>	<u>Oct '18 - J...</u>	<u>YTD Budget</u>	<u>% of Bud...</u>	<u>Annual Bu...</u>
Net Income	<u>199,093.60</u>	<u>-605,853.75</u>	<u>-32.9%</u>	<u>-398,777.65</u>	<u>-442,070.00</u>	<u>90.2%</u>	<u>-2,713,700.00</u>

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

As of February 20, 2019

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/01/2019				\$251,589.31
Receipts				
	Admin Transfer from Utility		153,040.00	
	Admin Transfer from MEDC		40,000.00	
	Transfer Tax Revenue Due from General		170,761.47	
	Interest		17.69	
Total Receipts			<u>363,819.16</u>	363,819.16
Disbursements				
1045	Amegy Bank	Acct#5784524 Montg.Co. Tax & Rev Ser 2012 - C	(250.00)	
Total Disbursements			<u>(250.00)</u>	(250.00)
BALANCE AS OF 02/20/2019				<u><u>\$615,158.47</u></u>

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Accrual Basis

City of Montgomery - Debt Service
Profit & Loss Budget Performance
January 2019

	Jan 19	Budget	\$ Over B...	Oct '18 - ...	YTD Bud...	\$ Over B...	Annual ...
Income							
34000 · Taxes & Franchise Fees							
34320 · Ad Valorem Taxes	0.00	40,897.58	-40,897.58	170,717.85	163,590.36	7,127.49	490,771.00
34330 · Penalty & Interest	0.00	0.00	0.00	202.60	0.00	202.60	0.00
Total 34000 · Taxes & Franchise Fees	0.00	40,897.58	-40,897.58	170,920.45	163,590.36	7,330.09	490,771.00
34100 · Transfers							
34301.4 · Transfers in-MEDC Fund	40,000.00	0.00	40,000.00	40,000.00	0.00	40,000.00	160,000.00
34301.5 · Transfers in - Utility Fund	153,040.00	0.00	153,040.00	153,040.00	38,260.00	114,780.00	153,040.00
Total 34100 · Transfers	193,040.00	0.00	193,040.00	193,040.00	38,260.00	154,780.00	313,040.00
35000 · Other Revenues							
35390 · Interest on Checking	0.00	6.35	-6.35	21.71	21.19	0.52	75.00
35391 · Interest on Investments	68.28	327.08	-258.80	216.75	1,308.36	-1,091.61	3,925.00
Total 35000 · Other Revenues	68.28	333.43	-265.15	238.46	1,329.55	-1,091.09	4,000.00
Total Income	193,108.28	41,231.01	151,877.27	364,198.91	203,179.91	161,019.00	807,811.00
Expense							
37000 · Debt Service							
37360 · Interest Payments On Note	0.00	0.00	0.00	0.00	0.00	0.00	42,566.50
37363 · Paying Agent Fees	250.00	625.00	-375.00	250.00	625.00	-375.00	2,500.00
37365 · Interest 2012 Series Premium	0.00	0.00	0.00	0.00	0.00	0.00	181,803.13
37395 · Principal Note Payments	0.00	0.00	0.00	0.00	0.00	0.00	445,000.00
Total 37000 · Debt Service	250.00	625.00	-375.00	250.00	625.00	-375.00	671,869.63
Total Expense	250.00	625.00	-375.00	250.00	625.00	-375.00	671,869.63
Net Income	192,858.28	40,606.01	152,252.27	363,948.91	202,554.91	161,394.00	135,941.37

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

As of February 20, 2019

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/01/2019				\$3,128.80
Receipts				
	Revenue Tsf from General		2,167.58	
Total Receipts			<u>2,167.58</u>	2,167.58
Disbursements				
1035	Daniel Trent Lazano	1/10/19	(75.00)	
1036	Daniel Trent Lazano	2/7/19	(75.00)	
1037	Larry Evans	Baliff Fees 1/31/19 & 2/12/19	(150.00)	
Transfer	City of Montgomery - General Fund	Admin Transfer	(720.00)	
Total Disbursements			<u>(1,020.00)</u>	(1,020.00)
BALANCE AS OF 02/20/2019				<u><u>\$4,276.38</u></u>

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

Accrual Basis

January 2019

	<u>Jan 19</u>	<u>Budget</u>	<u>\$ Ove...</u>	<u>Oct '1...</u>	<u>YTD ...</u>	<u>\$ Ove...</u>	<u>Annual...</u>
Ordinary Income/Expense							
Income							
84110 · Court Fines & Forfeitures							
84110.1 · Court Security Fees	0.00	541.66	-541.66	1,404.92	2,166.72	-761.80	6,500.00
Total 84110 · Court Fines & Forfeitures	0.00	541.66	-541.66	1,404.92	2,166.72	-761.80	6,500.00
84120 · Other Revenues							
84120.1 · Interest Income	0.00	0.41	-0.41	0.00	1.72	-1.72	5.00
Total 84120 · Other Revenues	0.00	0.41	-0.41	0.00	1.72	-1.72	5.00
Total Income	0.00	542.07	-542.07	1,404.92	2,168.44	-763.52	6,505.00
Expense							
86000 · Contracted Services							
86442 · Security Services	150.00	50.00	100.00	450.00	200.00	250.00	600.00
Total 86000 · Contracted Services	150.00	50.00	100.00	450.00	200.00	250.00	600.00
86005 · Miscellaneous Expenses	0.00	166.66	-166.66	0.00	666.72	-666.72	2,000.00
Total Expense	150.00	216.66	-66.66	450.00	866.72	-416.72	2,600.00
Net Ordinary Income	-150.00	325.41	-475.41	954.92	1,301.72	-346.80	3,905.00
Other Income/Expense							
Other Expense							
86560 · Interfund Tranfers							
86551 · Baliff Transfer to General Fund	720.00	975.00	-255.00	720.00	975.00	-255.00	3,900.00
Total 86560 · Interfund Tranfers	720.00	975.00	-255.00	720.00	975.00	-255.00	3,900.00
Total Other Expense	720.00	975.00	-255.00	720.00	975.00	-255.00	3,900.00
Net Other Income	-720.00	-975.00	255.00	-720.00	-975.00	255.00	-3,900.00
Net Income	-870.00	-649.59	-220.41	234.92	326.72	-91.80	5.00

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

As of February 20, 2019

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/01/2019				\$34,264.20
Receipts				
	Revenue Tsf from General		2,890.05	
	Interest		0.36	
Total Receipts			<u>2,890.41</u>	2,890.41
Disbursements				
1083	Card Service Center	First Financial Credit Card Account XXXX 0869 -	(18.27)	
1084	The Mail Stop	Acct#4477 ID#155068	(6.15)	
Total Disbursements			<u>(24.42)</u>	(24.42)
BALANCE AS OF 02/20/2019				<u><u>\$37,130.19</u></u>

City of Montgomery - Ct Tech Fund
Actual to Budget Performance
January 2019

Accrual Basis

	<u>Jan 19</u>	<u>Budget</u>	<u>\$ Ove...</u>	<u>Oct '18...</u>	<u>YTD B...</u>	<u>\$ Over ...</u>	<u>Annual ...</u>
Ordinary Income/Expense							
Income							
74100 · Court Fines and Forfeitures							
74110 · Court Technology Fees	<u>0.00</u>	<u>833.33</u>	<u>-833.33</u>	<u>1,873.19</u>	<u>3,333.36</u>	<u>-1,460.17</u>	<u>10,000.00</u>
Total 74100 · Court Fines and Forfeitures	<u>0.00</u>	<u>833.33</u>	<u>-833.33</u>	<u>1,873.19</u>	<u>3,333.36</u>	<u>-1,460.17</u>	<u>10,000.00</u>
74200 · Other Revenues							
74291 · Interest Income	<u>0.36</u>	<u>0.16</u>	<u>0.20</u>	<u>1.22</u>	<u>0.72</u>	<u>0.50</u>	<u>2.00</u>
Total 74200 · Other Revenues	<u>0.36</u>	<u>0.16</u>	<u>0.20</u>	<u>1.22</u>	<u>0.72</u>	<u>0.50</u>	<u>2.00</u>
Total Income	<u>0.36</u>	<u>833.49</u>	<u>-833.13</u>	<u>1,874.41</u>	<u>3,334.08</u>	<u>-1,459.67</u>	<u>10,002.00</u>
Expense							
76100 · Communications							
76120 · Postage	<u>6.15</u>			<u>6.15</u>			
Total 76100 · Communications	<u>6.15</u>			<u>6.15</u>			
76200 · Contract Services							
76362 · Computer/Website Services	<u>0.00</u>	<u>166.66</u>	<u>-166.66</u>	<u>0.00</u>	<u>666.72</u>	<u>-666.72</u>	<u>2,000.00</u>
Total 76200 · Contract Services	<u>0.00</u>	<u>166.66</u>	<u>-166.66</u>	<u>0.00</u>	<u>666.72</u>	<u>-666.72</u>	<u>2,000.00</u>
76300 · Supplies & Equipment	<u>0.00</u>			<u>18.27</u>			
Total Expense	<u>6.15</u>	<u>166.66</u>	<u>-160.51</u>	<u>24.42</u>	<u>666.72</u>	<u>-642.30</u>	<u>2,000.00</u>
Net Ordinary Income	<u>-5.79</u>	<u>666.83</u>	<u>-672.62</u>	<u>1,849.99</u>	<u>2,667.36</u>	<u>-817.37</u>	<u>8,002.00</u>
Net Income	<u>-5.79</u>	<u>666.83</u>	<u>-672.62</u>	<u>1,849.99</u>	<u>2,667.36</u>	<u>-817.37</u>	<u>8,002.00</u>

City of Montgomery - Grant
Cash Flow Report - Grant Account Account
 As of February 20, 2019

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/01/2019				\$80.73
Receipts				
	No Receipts Activity		0.00	
Total Receipts			<u>0.00</u>	0.00
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements			<u>0.00</u>	<u>0.00</u>
BALANCE AS OF 02/20/2019				<u><u>\$80.73</u></u>

City of Montgomery - Grant
Cash Flow Report - Checking Account

As of February 20, 2019

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/01/2019				\$5,737.63
Receipts				
	No Receipts Activity		0.00	
Total Receipts			<u>0.00</u>	0.00
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements			<u>0.00</u>	<u>0.00</u>
BALANCE AS OF 02/20/2019				<u><u>\$5,737.63</u></u>

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

As of February 20, 2019

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/01/2019				\$11,416.02
Receipts				
	Hotel Revenue 1/19		678.00	
	Interest		0.12	
Total Receipts			<u>678.12</u>	678.12
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements			<u>0.00</u>	<u>0.00</u>
BALANCE AS OF 02/20/2019				<u><u>\$12,094.14</u></u>

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

Accrual Basis

January 2019

	<u>Jan 19</u>	<u>Budget</u>	<u>\$ Ove...</u>	<u>Oct '1...</u>	<u>YTD ...</u>	<u>\$ Over ...</u>	<u>Annual...</u>
Income							
44300 · Taxes & Franchise Fees							
44330 · Hotel Occupancy Taxes	678.00	83.33	594.67	1,072.50	333.36	739.14	1,000.00
Total 44300 · Taxes & Franchise Fees	<u>678.00</u>	<u>83.33</u>	<u>594.67</u>	<u>1,072.50</u>	<u>333.36</u>	<u>739.14</u>	<u>1,000.00</u>
44400 · Other Revenues							
44360 · Interest Earned On Checking	0.00	0.58	-0.58	0.00	2.36	-2.36	7.00
44490 · Interest Income	0.12			0.41			
Total 44400 · Other Revenues	<u>0.12</u>	<u>0.58</u>	<u>-0.46</u>	<u>0.41</u>	<u>2.36</u>	<u>-1.95</u>	<u>7.00</u>
Total Income	<u>678.12</u>	<u>83.91</u>	<u>594.21</u>	<u>1,072.91</u>	<u>335.72</u>	<u>737.19</u>	<u>1,007.00</u>
Expense							
46600 · Miscellaneous Expenses	0.00	333.33	-333.33	0.00	1,333.36	-1,333.36	4,000.00
Total Expense	<u>0.00</u>	<u>333.33</u>	<u>-333.33</u>	<u>0.00</u>	<u>1,333.36</u>	<u>-1,333.36</u>	<u>4,000.00</u>
Net Income	<u>678.12</u>	<u>-249.42</u>	<u>927.54</u>	<u>1,072.91</u>	<u>-997.64</u>	<u>2,070.55</u>	<u>-2,993.00</u>

City of Montgomery - MEDC
Cash Flow Report - MEDC Checking Account
As of February 20, 2019

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/01/2019				\$269,800.85
Receipts				
	Sales Tax Transfer from General thru 1/19		196,121.17	
Total Receipts				196,121.17
Disbursements				
1940	Katrina Moore	Reimbursement	(67.80)	
1941	Amy Brown	1/2 Rebate for first years Distrx subscription cost	(60.00)	
1942	Bob Kerr	1/2 Rebate for first years Distrx subscription cost	(60.00)	
1943	Claudina Cook	1/2 Rebate for first years Distrx subscription cost	(60.00)	
1944	Jennifer Skinner	1/2 Rebate for first years Distrx subscription cost	(60.00)	
1945	Kristen Billingsley	1/2 Rebate for first years Distrx subscription cost	(60.00)	
1946	Larry Reiland	1/2 Rebate for first years Distrx subscription cost	(60.00)	
1947	Rendy Kerr	1/2 Rebate for first years Distrx subscription cost	(60.00)	
1948	Robert Peel	1/2 Rebate for first years Distrx subscription cost	(60.00)	
1949	Tom Cronin	1/2 Rebate for first years Distrx subscription cost	(60.00)	
1950	Darden, Fowler and Creighton, LLP	Legal fees for Jan 2019	(300.00)	
1951	Dittert Rubber Stamp, Ltd.	Name Plate Inv. 254885	(39.00)	
1952	Office Depot Business Credit	Part Jan 2019 Invoices 1/3-1/26/19	(42.20)	
1953	The Kroger Co.	2017/2018 MEDC Sales Tax Rebate	(50,917.00)	
CB		Transfer to Texpool	(153,000.00)	
Transfer	City of Montgomery - General Fund	Admin Transfer per Budget	(26,875.00)	
Transfer	City of Montgomery Debt Srv Fund	Admin Transfer	(40,000.00)	
Total Disbursements				(271,781.00)
BALANCE AS OF 02/20/2019				\$194,141.02

City of Montgomery - MEDC
Actual to Budget Performance
 January 2019

	Jan 19	Budget	\$ Over B...	Oct '18 - ...	YTD Bud...	\$ Over Bu...	Annual ...
Income							
55000 · Taxes & Franchise Fees							
55400 · Sales Tax	35,309.50	47,916.67	(12,607.17)	194,766.61	191,666.64	3,099.97	575,000.00
Total 55000 · Taxes & Franchise Fees	35,309.50	47,916.67	(12,607.17)	194,766.61	191,666.64	3,099.97	575,000.00
55300 · Other Revenues							
55391 · Interest Income	487.65	266.67	220.98	1,822.18	1,066.64	755.54	3,200.00
Total 55300 · Other Revenues	487.65	266.67	220.98	1,822.18	1,066.64	755.54	3,200.00
Total Income	35,797.15	48,183.34	(12,386.19)	196,588.79	192,733.28	3,855.51	578,200.00
Expense							
56000 · Pub Infrastructure - Category I							
56000.6 · Downtown Dev Improvments	0.00	5,000.00	(5,000.00)	0.00	20,000.00	(20,000.00)	60,000.00
56000.8 · Utility Extensions	0.00	3,266.67	(3,266.67)	0.00	13,066.64	(13,066.64)	39,200.00
56430 · Tsf to Debt Service	0.00	0.00	0.00	40,000.00	40,000.00	0.00	160,000.00
Total 56000 · Pub Infrastructure - Category I	0.00	8,266.67	(8,266.67)	40,000.00	73,066.64	(33,066.64)	259,200.00
56001 · Business Dev & Ret -Category II							
56001.8 · Sales Tax Reimbursement	0.00	76,900.00	(76,900.00)	0.00	76,900.00	(76,900.00)	76,900.00
56423 · Economic Development Grant Prog	0.00	1,250.00	(1,250.00)	0.00	5,000.00	(5,000.00)	15,000.00
Total 56001 · Business Dev & Ret -Category II	0.00	78,150.00	(78,150.00)	0.00	81,900.00	(81,900.00)	91,900.00
56002 · Quality of Life - Category III							
56404 · Seasonal Decorations	0.00	0.00	0.00	5,211.44	7,600.00	(2,388.56)	7,600.00
56420.2 · Christmas Lighting(Civic Assn)	0.00			1,500.00	0.00	1,500.00	0.00
56423.1 · Walking Tours	540.00	0.00	540.00	600.00	0.00	600.00	6,000.00
56429 · Removal of Blight	0.00	1,250.00	(1,250.00)	3,661.83	5,000.00	(1,338.17)	15,000.00
56434 · Events	0.00	2,916.67	(2,916.67)	0.00	11,666.64	(11,666.64)	35,000.00
56439 · Downtown Enhancement Projects	0.00	1,666.67	(1,666.67)	0.00	6,666.64	(6,666.64)	20,000.00
Total 56002 · Quality of Life - Category III	540.00	5,833.34	(5,293.34)	10,973.27	30,933.28	(19,960.01)	83,600.00
56003 · Marketing & Tourism-Category IV							
56413 · Brochures/Printed Literature	0.00	833.33	(833.33)	19.50	3,333.36	(3,313.86)	10,000.00
56419 · Website	0.00	250.00	(250.00)	0.00	1,000.00	(1,000.00)	3,000.00
Total 56003 · Marketing & Tourism-Category IV	0.00	1,083.33	(1,083.33)	19.50	4,333.36	(4,313.86)	13,000.00
56004 · Administration - Category V							
56004.1 · Admin Transfers to Gen Fund	0.00	0.00	0.00	26,875.00	26,875.00	0.00	107,500.00
56004.3 · Miscellaneous Expenses	0.00	83.33	(83.33)	143.41	333.36	(189.95)	1,000.00
56004.5 · Internship Program	0.00	833.33	(833.33)	0.00	3,333.36	(3,333.36)	10,000.00
56327 · Consulting (Professional servi)	300.00	833.33	(533.33)	420.00	3,333.36	(2,913.36)	10,000.00
56354 · Travel & Training Expenses	67.80	166.67	(98.87)	67.80	666.64	(598.84)	2,000.00
Total 56004 · Administration - Category V	367.80	1,916.66	(1,548.86)	27,506.21	34,541.72	(7,035.51)	130,500.00
56340 · Office Supplies	81.20			81.20			
Total Expense	989.00	95,250.00	(94,261.00)	78,580.18	224,775.00	(146,194.82)	578,200.00
Net Income	34,808.15	(47,066.66)	81,874.81	118,008.61	(32,041.72)	150,050.33	0.00

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

As of February 20, 2019

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/01/2019				\$6,221.99
Receipts				
	No Receipts Activity		0.00	
Total Receipts			<u>0.00</u>	0.00
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements			<u>0.00</u>	<u>0.00</u>
BALANCE AS OF 02/20/2019				<u><u>\$6,221.99</u></u>

**City of Montgomery - Police Asset Forfeiture
Profit & Loss Budget Performance
January 2019**

Accrual Basis

	<u>Jan 19</u>	<u>Budget</u>	<u>\$ Over...</u>	<u>Oct '18...</u>	<u>YTD B...</u>	<u>\$ Over...</u>	<u>Annua...</u>
Ordinary Income/Expense							
Income							
74000 · Police Asset Forfeitures							
74102 · Asset Forfeitures	0.00	8.33	-8.33	0.00	33.36	-33.36	100.00
Total 74000 · Police Asset Forfeitures	<u>0.00</u>	<u>8.33</u>	<u>-8.33</u>	<u>0.00</u>	<u>33.36</u>	<u>-33.36</u>	<u>100.00</u>
Total Income	<u>0.00</u>	<u>8.33</u>	<u>-8.33</u>	<u>0.00</u>	<u>33.36</u>	<u>-33.36</u>	<u>100.00</u>
Net Ordinary Income	<u>0.00</u>	<u>8.33</u>	<u>-8.33</u>	<u>0.00</u>	<u>33.36</u>	<u>-33.36</u>	<u>100.00</u>
Net Income	<u>0.00</u>	<u>8.33</u>	<u>-8.33</u>	<u>0.00</u>	<u>33.36</u>	<u>-33.36</u>	<u>100.00</u>

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

As of February 20, 2019

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/01/2019				\$578,074.85
Receipts				
	Deposit		111.00	
	A/R Rev O/S 1/19		10,159.06	
	A/R Rev CL 1/19		133,610.26	
Total Receipts				143,880.32
Disbursements				
14158	DataProse, Inc.	#3P40975, 510, 515, 516, 517	(367.20)	
14159	Seacoast Business Funding & Nexem Inc.	Bobbi Bowers Week Worked 12/30/18 - Inv 45204	(537.60)	
14160	Waste Management	Customer ID# 7-23067-13005 Inv#558880-1792	(10,517.83)	
14161	Accurate Utility Supply, LLC	Meter Expense #146988	(1,788.55)	
14162	Badger Meter	Services for 12/18 Inv#80027930	(791.21)	
14163	BMI - Biosolids Management	Inv#186405 Sludge Haul	(7,020.00)	
14164	City of Montgomery - Utility Fund	11/17-12/17/18	(170.56)	
14165	Coburn's Supply Co., Inc.	501836851, 501806794	(1,342.07)	
14166	Consolidated Communications	936-597-4826, 396-597-7657, 936-597-3353, 936-59	(156.57)	
14167	Darden, Fowler & Creighton, L.L.P.	Legal Fees 12/18	(40.00)	
14168	DXI Industries Inc.	INV055022335-18 Chlorine	(219.21)	
14169	Entergy	Part Utilities Dec 2018 11/21-12/21/18	(6,946.75)	
14170	Global Equipment Co. Inc.	113618632, 113615872	(147.48)	
14171	Jim's Hardware	Acct #102 -Inv# 079493, 536, 539, 546, 589, 457, 4	(485.03)	
14172	LDC	12/18	(73.30)	
14173	McCoy's Building Supply	Inv# 11318573, 560, 546, 540, 445, 618, 447	(208.68)	
14174	Municipal Accounts & Consulting, L.P.	Accounting Service Inv # 55201 12/18	(400.00)	
14175	Neil Technical Services, Inc	84360, 84310	(1,977.50)	
14176	O'Reilly Automotive Inc	Inv 1838-465183	(15.96)	
14177	Texas Excavation Safety System, Inc.	Monthly Message Fees for Dec 2018 Inv# 18-2006	(61.75)	
14178	TML - IRP	Insurance Premiums Jan 2019	(2,710.41)	
14179	Tyler Technologies	Insite Transaction Fees - Utility Billing #025-2463	(66.25)	
14180	UniFirst Holdings, Inc.	1/2 of bill 12/18	(151.02)	
14181	Waste Management (2)	Acct 7-23166-83000 - Inv 5603161-1792-1 1/1-1/	(644.14)	
14182	Seacoast Business Funding & Nexem Inc.	Bobbi Bowers Week Worked 1/6/2019- Inv 45863	(179.20)	
14183	Andrea Meeks	Deposit Refund for 172 Racetrack Acct# 01-8958-	(53.62)	
14184	BMI - Biosolids Management	Inv#186406 Liquid Haul-Lime Stabilized- Atkins C	(427.50)	
14185	Chris Cheatham	Deposit Refund for 21325 Eva Acct#01-0860-00 1	(36.62)	
14186	DH Homes	Deposit Refunds	(287.78)	
14187	Gulf Utility Service, Inc.	Operations - Inv 16799 Dec 2018	(12,122.43)	
14188	Jones & Carter, Inc	0277284, 279 1/2 of bill, 278 1/2 of bill, 276, 327	(17,448.51)	
14189	LEFCO	Deposit refund for 107 Bessie Price Owen Acct#0	(76.72)	
14190	Liberty Home Builders	Deposit Refunds	(187.84)	
14191	Old Iron Works, LLC	Inv#6175	(124.41)	
14192	QBS Custom Homes, Inc	Deposit refund for 557 Shepperd Street Acct#01-1	(93.06)	
14193	State Comptroller	TIN 1-74-2063592-6 sales tax - Fees - 12/18	(862.66)	
14194	Stylecraft Builders	Deposit refund for 219 Brocks Lane Acct# 01-226	(80.62)	
14195	The Skinny Pig	Deposit Refund for 21149 Eva Acct#01-5530-06	(183.18)	
14196	The Survivalist Emporium	Deposit Refund for 14030 Liberty Acct#01-0040-0	(208.00)	
14197	Valero Marketing and Supply Company	Acct 7137 8863 11/13-12/15/18 1/2 Fuel exp-	(870.70)	
14198	Accurate Utility Supply, LLC	Meter Expense #147211	(4,918.37)	
14199	Card Service Center	First Financial Credit Card Account XXXX 0869 -	(472.46)	
14200	DataProse, Inc.	Inv#DP1804241 Acct# 1216 Billing Period 12/1-	(616.11)	
14201	DXI Industries Inc.	Inv# DE05010785-18 Chlorine	(219.21)	

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

As of February 20, 2019

Num	Name	Memo	Amount	Balance
Disbursements				
14202	Networkfleet, Inc.	Customer ID# PUBL005 Inv#OSV000001652381	(75.80)	
14203	Valero Marketing and Supply Company	Acct 7137 8863 12/4-12/31/18 1/2 Fuel exp- Pu	(375.38)	
14204	Bradbury Brothers	Inv#34911193 @1987 Martin Luther King Dr	(219.00)	
14205	Brittix International, Inc.	Inv#22917 PO#CM6365	(4,924.50)	
14206	CAPS Sprinkler Systems LLC	267883, 267884, 267885, 267886, 267887	(4,662.50)	
14207	Consolidated Communications	936-597-4826/0 Recurring Charges 1/21/19-2/20/	(38.10)	
14208	DataProse, Inc.	3P41708, 3P41707	(146.88)	
14209	DXI Industries Inc.	INV0055001280-19 Chlorine WP#3	(324.82)	
14210	Entergy	Part Utilities Jan 2019 12/20/18-1/24/19	(4,234.65)	
14211	Home Depot Credit Services #9951	Acct#**** 9951 Inv#9030229	(44.82)	
14212	James Brantley	Acct# 01-6001-02 Deposit Refund for 729 Martin	(75.39)	
14213	Jamie Branham	Acct#01-7635-01 Deposit Refund for 393 Berkley	(16.41)	
14214	Joe Shockley	Deposit Refunds	(311.20)	
14215	John Hearn	Acct# 01-2250-05 Deposit Refund for 1022 Baja 1	(125.39)	
14216	Lake Conroe Management	Acct# 01-5874-01 Deposit Refund for 19043 Miner	(75.39)	
14217	Liberty Home Builders	Acct# 01-0426-00 Deposit Refund for 426 Terra Vi	(64.56)	
14218	Merrily Thompson	Acct# 01-5343-07 Deposit refund for 914 College	(23.67)	
14219	Motik Custom Homes	Acct# 01-0399-00 Deposit Refund for 190 Abner L	(96.50)	
14220	Municipal Accounts & Consulting, L.P.	Accounting Service Inv # 55689 1/19	(400.00)	
14221	Neil Technical Services, Inc	78024-2, 84206, 85182	(1,802.32)	
14222	Seacoast Business Funding & Nexem Inc.	46735, 47087	(1,220.80)	
14223	Spartan Direct Solutions	Acct# 01-8523-00 Deposit Refund for Emma's Wa	(2,101.88)	
14224	Stylecraft Builders	Deposit Refunds	(126.58)	
14225	Techline Pipe, L.P.	Inv# 59722-00 Customer #1090 PO#CM6344	(87.20)	
14226	TML - IRP	Insurance Premiums Feb 2019	(2,265.00)	
14227	UniFirst Holdings, Inc.	1/2 of bill 1/19	(164.56)	
14228	US Postal Service	PO Box#1667 77356 renewal fee for 3/1/19-2	(39.00)	
14229	Waste Management (2)	Acct 7-23166-83000 - Inv 5608808-1792-2 2/1-	(672.43)	
14230	City of Montgomery - Utility Fund	1/17-1/17/19	(56.82)	
14231	Coburn's Supply Co., Inc.	Inv #501906015, 501905788, credit taken of \$201.3	(1,503.16)	
14232	Consolidated Communications	96-597-3353, 936-597-7657, 936-597-8846	(121.16)	
14233	Darden, Fowler & Creighton, L.L.P.	Legal Fees 1/19	(1,320.00)	
14234	DataProse, Inc.	Inv#DP1900163 Acct# 1216 Billing Period 1/1-1	(1,231.33)	
14235	Entergy	Part Utilities Jan 2019 12/21/18-1/25/19	(2,921.22)	
14236	Grainger	Supplies and equipment #9069043207	(28.07)	
14237	Jim's Hardware	Acct #102 -Inv# 080047,197, 432,494, 516, 569, 57	(267.22)	
14238	Jones & Carter, Inc	1/2 of 278049 & 278062, 278051, 278047, 278050	(8,290.75)	
14239	LDC	Utilities 1/19	(55.62)	
14240	McCoy's Building Supply	Acct#0900-98046487-001 Inv#11318840,11319499	(123.71)	
14241	Neil Technical Services, Inc	Invoice 82311 WP #3 Investigate ATS	(7,072.00)	
14242	Seacoast Business Funding & Nexem Inc.	Bobbi Bowers Week Worked 1/20/2019- Inv 4630	(649.60)	
14243	Star Hand Car Wash	Inv# 1513 Pkg #2 on White truck PW 1701 Tag	(35.00)	
14244	State Comptroller	TIN 1-74-2063592-6 sales tax - Fees - 1/2019	(929.31)	
14245	Texas Excavation Safety System, Inc.	Monthly Message Fees for Jan 20119 Inv# 19-1893	(64.60)	
14246	The Mail Stop	Postage ID# 155068 Acct#4477	(6.15)	
14247	Waste Management	Customer ID# 7-23067-13005 Inv#5610631-1792	(11,198.97)	
DM	ETS Corporation	ETS Fees for 1/19	(324.98)	
DM	Bank Service Charges	Return Check# 1108 from bank	(69.94)	
Transfer	City of Montgomery-Debt Service	Admin Transfer	(153,040.00)	

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

As of February 20, 2019

Num	Name	Memo	Amount	Balance
Disbursements				
Transfer	City of Montgomery Capital Projects	Admin transfer	(77,400.00)	
Transfer	City of Montgomery General Fund	Reimbursement of Expenses	(70,085.12)	
Total Disbursements				<u>(437,817.53)</u>
BALANCE AS OF 02/20/2019				<u><u>\$284,137.64</u></u>

	Jan 19	Budget	\$ Over Bud...	Oct '18 - Jan...	YTD Budget	\$ Over Bud...	Annual Bud...
Total 26400.1 · Supplies & Equipment	5,477.38	8,500.00	(3,022.62)	39,678.92	34,000.00	5,678.92	102,000.00
26401 · Groundwater Reduction Expenses	0.00	0.00	0.00	0.00	100.00	(100.00)	100.00
26500 · Staff Development							
26354 · Travel & Training (Travel)	60.00	458.33	(398.33)	340.00	1,833.36	(1,493.36)	5,500.00
26355 · Employee Relations (Education)	0.00	16.67	(16.67)	706.79	66.64	640.15	200.00
Total 26500 · Staff Development	60.00	475.00	(415.00)	1,046.79	1,900.00	(853.21)	5,700.00
26600.2 · Maintenance							
26335 · Repairs & Maintenance	40,796.21	18,812.50	21,983.71	92,541.99	75,250.00	17,291.99	225,750.00
26335.1 · Vehicle Rep. & Maint.	75.80	125.00	(49.20)	578.82	500.00	78.82	1,500.00
26349 · Gas & Oil	0.00	516.67	(516.67)	1,463.62	2,066.64	(603.02)	6,200.00
Total 26600.2 · Maintenance	40,872.01	19,454.17	21,417.84	94,584.43	77,816.64	16,767.79	233,450.00
26700 · Insurance Expense							
26353.2 · Liability Ins.	189.80	245.42	(55.62)	759.20	981.64	(222.44)	2,945.00
26353.3 · Property Ins.	2,076.13	1,744.33	331.80	8,304.52	6,977.36	1,327.16	20,932.00
Total 26700 · Insurance Expense	2,265.93	1,989.75	276.18	9,063.72	7,959.00	1,104.72	23,877.00
26800 · Utilities Expense							
26352.1 · Utilities - Gas for Generators	55.62	83.33	(27.71)	4,534.30	333.36	4,200.94	1,000.00
26352.2 · Utilities-Water Plants	3,749.59	5,775.00	(2,025.41)	18,065.39	23,100.00	(5,034.61)	69,300.00
26352.3 · Utilities-WW Treatment Plants	1,992.63	3,375.00	(1,382.37)	8,323.00	13,500.00	(5,177.00)	40,500.00
26352.4 · Utilities - Lift Stations	1,470.47	1,183.33	287.14	5,378.02	4,733.36	644.66	14,200.00
Total 26800 · Utilities Expense	7,268.31	10,416.66	(3,148.35)	36,300.71	41,666.72	(5,366.01)	125,000.00
26900 · Capital Outlay							
26900.4 · Capital Outlay-Sewer/Plant Imp	0.00	2,916.67	(2,916.67)	0.00	11,666.64	(11,666.64)	35,000.00
Total 26900 · Capital Outlay	0.00	2,916.67	(2,916.67)	0.00	11,666.64	(11,666.64)	35,000.00
26901 · Util Projects/Prev Maint-Transf							
26901.1 · Util Proj/Prev Maint-Tsf to CPF	0.00	0.00	0.00	0.00	91,400.00	(91,400.00)	91,400.00
26901.2 · Capital Costs-Tsf to CPF	0.00	0.00	0.00	0.00	91,400.00	(91,400.00)	91,400.00
26901.3 · Impact Fees - Tsf to CPF	0.00	0.00	0.00	0.00	91,400.00	(91,400.00)	91,400.00
Total 26901 · Util Projects/Prev Maint-Transf	0.00	0.00	0.00	0.00	274,200.00	(274,200.00)	274,200.00
27000 · Miscellaneous Expenses							
26359 · Misc Expense	0.00			694.70	0.00	694.70	0.00
26361 · Bank Charges/ETS	324.98	83.33	241.65	2,001.00	333.36	1,667.64	1,000.00
Total 27000 · Miscellaneous Expenses	324.98	83.33	241.65	2,695.70	333.36	2,362.34	1,000.00
Total Expense	99,897.65	97,775.65	2,122.00	397,848.10	655,502.80	(257,654.70)	1,437,708.00
Net Ordinary Income	36,907.25	60,759.35	(23,852.10)	223,132.12	(21,362.80)	244,494.92	464,712.00
Other Income/Expense							
Other Expense							
27001 · Other Expenses							
27001.2 · Transfer to Debt Service	153,040.00	153,040.00	0.00	153,040.00	153,040.00	0.00	153,040.00
27002 · Transfer to Construction Fund	77,400.00	154,800.00	(77,400.00)	77,400.00	154,800.00	(77,400.00)	154,800.00
Total 27001 · Other Expenses	230,440.00	307,840.00	(77,400.00)	230,440.00	307,840.00	(77,400.00)	307,840.00
Total Other Expense	230,440.00	307,840.00	(77,400.00)	230,440.00	307,840.00	(77,400.00)	307,840.00
Net Other Income	(230,440.00)	(307,840.00)	77,400.00	(230,440.00)	(307,840.00)	77,400.00	(307,840.00)
Net Income	(193,532.75)	(247,080.65)	53,547.90	(7,307.88)	(329,202.80)	321,894.92	156,872.00

City of Montgomery
District Debt Service Payments

02/01/2019 - 09/30/2020

Paying Agent	Series	Date Due	Date Paid	Principal	Interest	Total Due
Debt Service Payment Due 03/01/2019						
Amegy Bank of Texas	2012	03/01/2019		125,000.00	55,287.50	180,287.50
Amegy Bank of Texas	2012R	03/01/2019		105,000.00	37,109.38	142,109.38
First National Bank of Huntsville	2015R	03/01/2019		85,000.00	7,141.25	92,141.25
Bank of Texas	2017A	03/01/2019		50,000.00	4,767.25	54,767.25
Bank of Texas	2017B	03/01/2019		80,000.00	9,757.25	89,757.25
Total Due 03/01/2019				445,000.00	114,062.63	559,062.63
Debt Service Payment Due 09/01/2019						
Amegy Bank of Texas	2012	09/01/2019		0.00	53,412.50	53,412.50
Amegy Bank of Texas	2012R	09/01/2019		0.00	35,993.75	35,993.75
First National Bank of Huntsville	2015R	09/01/2019		0.00	6,376.25	6,376.25
Bank of Texas	2017A	09/01/2019		0.00	4,767.25	4,767.25
Bank of Texas	2017B	09/01/2019		0.00	9,757.25	9,757.25
Total Due 09/01/2019				0.00	110,307.00	110,307.00
Debt Service Payment Due 03/01/2020						
Amegy Bank of Texas	2012	03/01/2020		130,000.00	53,412.50	183,412.50
Amegy Bank of Texas	2012R	03/01/2020		110,000.00	35,993.75	145,993.75
First National Bank of Huntsville	2015R	03/01/2020		85,000.00	6,376.25	91,376.25
Bank of Texas	2017A	03/01/2020		50,000.00	4,767.25	54,767.25
Bank of Texas	2017B	03/01/2020		80,000.00	9,757.25	89,757.25
Total Due 03/01/2020				455,000.00	110,307.00	565,307.00
Debt Service Payment Due 09/01/2020						
Amegy Bank of Texas	2012	09/01/2020		0.00	51,462.50	51,462.50
Amegy Bank of Texas	2012R	09/01/2020		0.00	34,756.25	34,756.25
First National Bank of Huntsville	2015R	09/01/2020		0.00	5,526.25	5,526.25
Bank of Texas	2017A	09/01/2020		0.00	4,767.25	4,767.25
Bank of Texas	2017B	09/01/2020		0.00	9,753.25	9,753.25
Total Due 09/01/2020				0.00	106,265.50	106,265.50
District Total				\$900,000.00	\$440,942.13	\$1,340,942.13

City of Montgomery
Summary of Pledged Securities

As of February 20, 2019

Financial Institution: ALLEGIANCE BANK		
Total CDs, MM:	\$100,000.00	Collateral Security Required: No
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File: No
Total pledged securities:	\$0.00	Investment Policy Received: Yes
Ratio of pledged securities to investments:	N/A	
Financial Institution: BANCORPSOUTH		
Total CDs, MM:	\$150,000.00	Collateral Security Required: No
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File: No
Total pledged securities:	\$0.00	Investment Policy Received: No
Ratio of pledged securities to investments:	N/A	
Financial Institution: FIRST FINANCIAL BANK (Depository Bank)		
Total CDs, MM, and Checking Accounts:	\$2,142,635.77	Collateral Security Required: Yes
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File: Yes
Total pledged securities:	\$2,145,323.74	Investment Policy Received: Yes
Ratio of pledged securities to investments:	113.35 %	
Financial Institution: GREEN BANK		
Total CDs, MM:	\$100,000.00	Collateral Security Required: No
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File: No
Total pledged securities:	\$0.00	Investment Policy Received: Yes
Ratio of pledged securities to investments:	N/A	
Financial Institution: SPIRIT OF TEXAS BANK		
Total CDs, MM:	\$100,000.00	Collateral Security Required: No
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File: No
Total pledged securities:	\$0.00	Investment Policy Received: No
Ratio of pledged securities to investments:	N/A	
Financial Institution: TEXAS CAPITAL BANK		
Total CDs, MM:	\$100,000.00	Collateral Security Required: No
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File: No
Total pledged securities:	\$0.00	Investment Policy Received: Yes
Ratio of pledged securities to investments:	N/A	
Financial Institution: TEXPOOL		
Total CDs, MM:	\$1,129,281.56	Collateral Security Required: No
Less FDIC coverage:	\$0.00	Collateral Security Agreement On File: Yes
Total pledged securities:	\$0.00	Investment Policy Received: Yes
Ratio of pledged securities to investments:	N/A	

Meeting Date: February 26, 2019	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: The Engineer memo, The Encroachment Agreement, Construction plan markup
Date Prepared: February 21, 2019	

Subject

This is a proposed Dumpster and Pavement Encroachment Agreement between the City and Samdana Investments, L.P. that involves placement of a commercial establishment (donut shop) commercial dumpster and enclosure to be placed within the drainage easement of the City.

Description

Attached is the Engineers memo regarding the proposal to place a private solid waste dumpster within a dumpster station enclosure to be located within the proposed city variable with storm drainage easement on the property at 20998 Eva Street.

In the course of the site plan review the City Engineer noticed and has discussed with the owner of the Samdana tract that the most opportune and manageable place to put the dumpster is over a drainage easement on this triangular property. The Engineer states that, while in close proximity, the placement of the dumpster will not be in conflict with the storm drainage. Note the attached construction plan markup.

The City Attorney prepared the encroachment agreement.

Recommendation

Approve the Encroachment Agreement to allow the construction of a dumpster in pavement within the proposed change easement as presented.

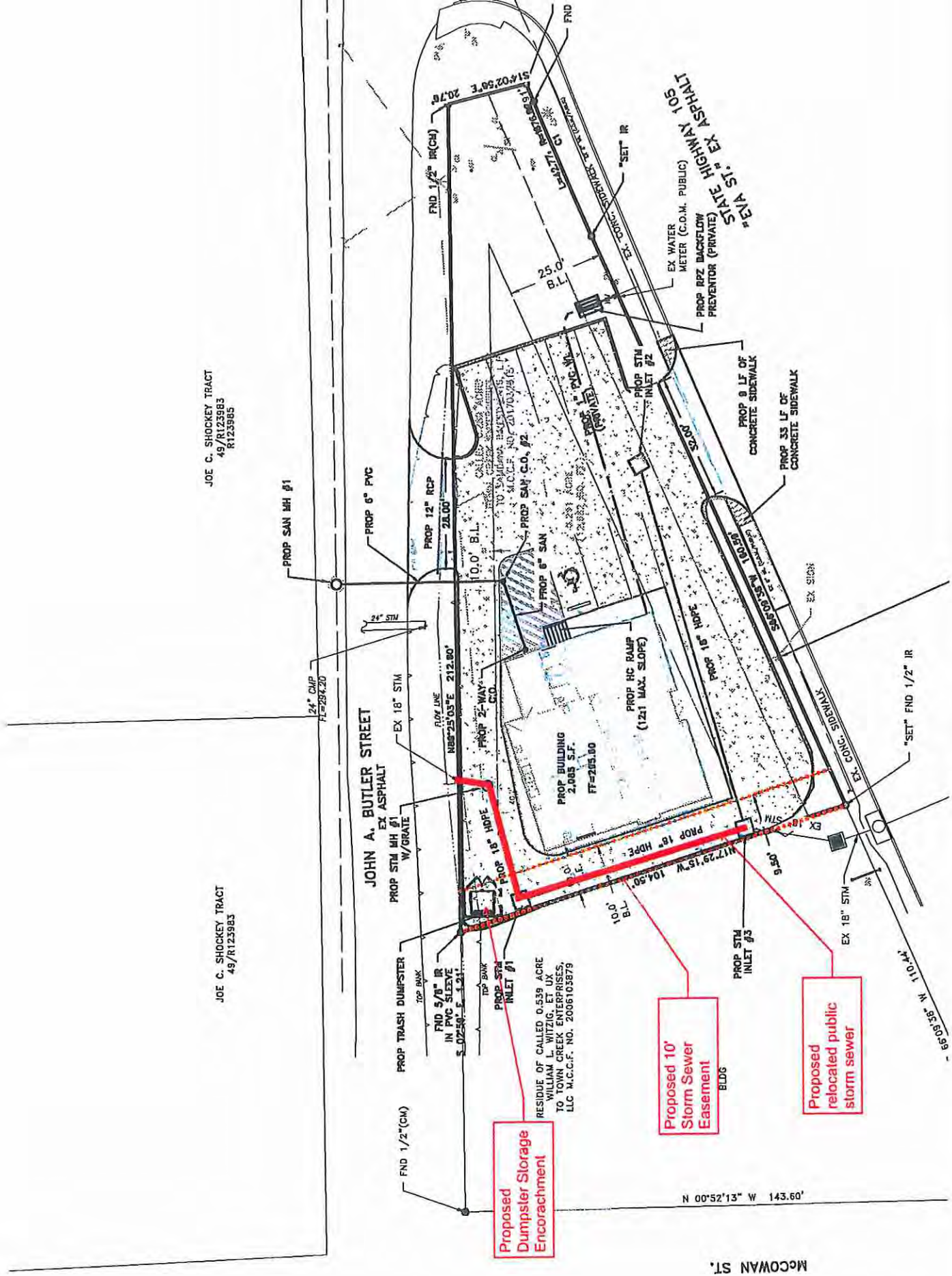
Montgomery City Council
AGENDA REPORT

Approved By		
City Administrator	Jack Yates	Date: February 21, 2019

JOE C. SHOCKEY TRACT
49/8123983
R123985

JOE C. SHOCKEY TRACT
49/8123983

SOCIETY BLK



Proposed
Dumpster Storage
Encroachment

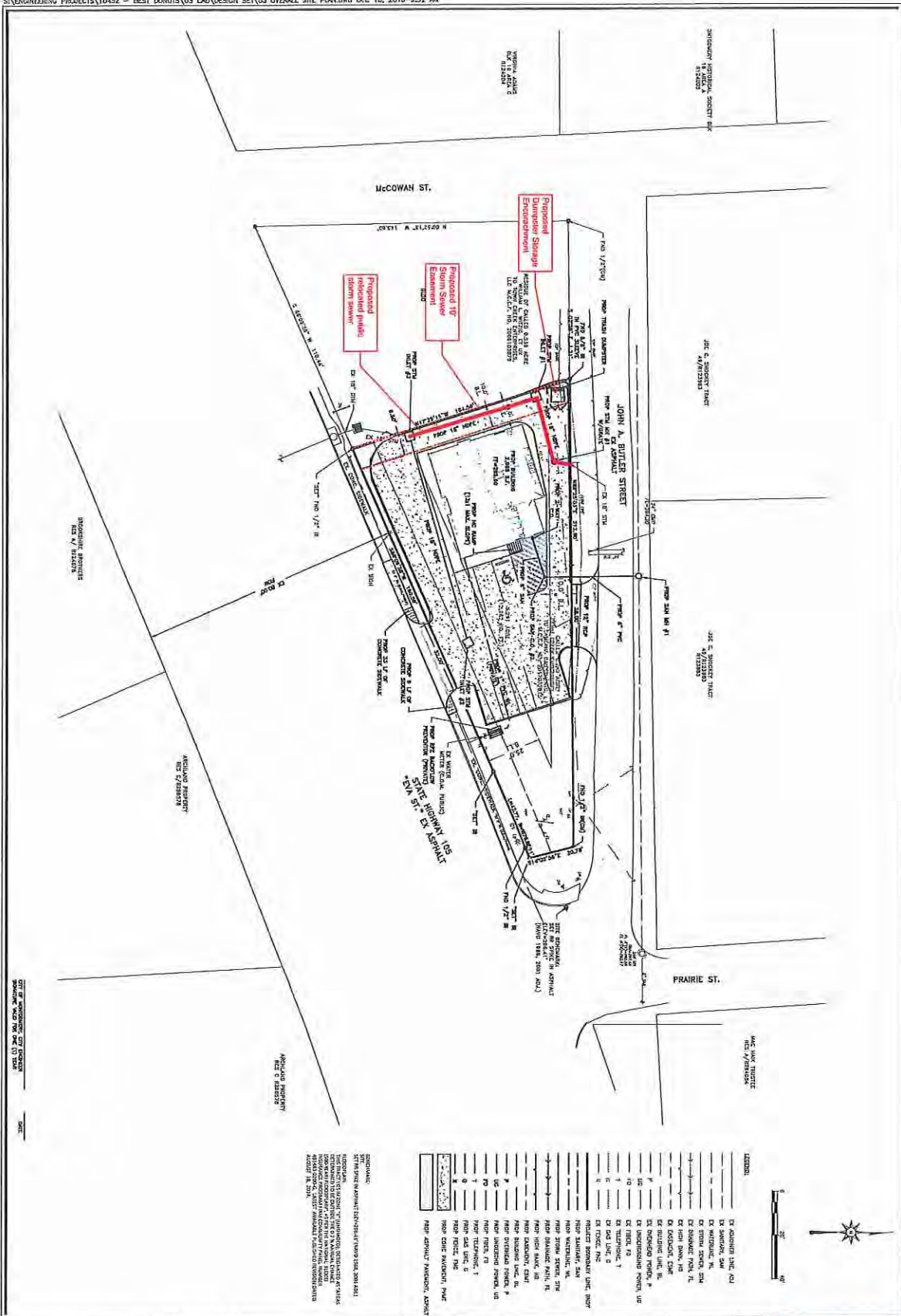
Proposed 10'
Storm Sewer
Easement
BLDG

Proposed
relocated public
storm sewer

N 00°52'13" W 143.60'

MCCOWAN ST.

SOCIETY BLK

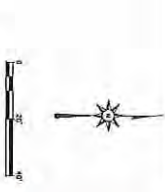


MAC LANE PROJECT
10/18/2018

PRAIRIE ST.

JOHN A. BUTLER STREET

McCOWAN ST.



LEGEND:

EX	EXISTING
PRO	PROPOSED
1"	1\"/>

NOTES:
1. ALL PROPOSED WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE CHICAGO BUILDING CODE.
2. THE PROPOSED WORK SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS AND THE CHICAGO DEPARTMENT OF ENVIRONMENT.
3. THE PROPOSED WORK SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE CHICAGO DEPARTMENT OF PUBLIC WORKS AND THE CHICAGO DEPARTMENT OF ENVIRONMENT.
4. THE PROPOSED WORK SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE CHICAGO DEPARTMENT OF PUBLIC WORKS AND THE CHICAGO DEPARTMENT OF ENVIRONMENT.

BEST DONUTS OVERALL SITE PLAN

SQUARED ENGINEERING
1511 WEST WASHINGTON
CHICAGO, ILLINOIS 60604
TEL: 312.234.1111
WWW.SQUAREDENGINEERING.COM

NO.	DATE	BY	DESCRIPTION
1	10/18/18	JW	ISSUED FOR PERMIT

PROJECT: 10452 - BEST DONUTS
DRAWN: MARI SPECTOR
CHECKED: JEFFREY WILSON
DATE: 10/18/18

THIS DOCUMENT IS THE PROPERTY OF SQUARED ENGINEERING. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR REPRODUCTION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF SQUARED ENGINEERING IS STRICTLY PROHIBITED.



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

February 21, 2019

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

Re: Proposed Dumpster and Pavement Encroachment Agreement
Samdana Investments (Dev. No. 1801)
The City of Montgomery

Dear Mayor and Council:

It has come to our attention that the developer of the proposed Best Donuts at 20998 Eva Street intends to construct a dumpster and pavement within the City's proposed drainage easement. Per the construction plans, the encroachments are proposed to be in close proximity, but not in conflict, with proposed public storm sewer lines.

We recommend the City enter into an encroachment agreement with the developer, Samdana Investments, LP, to allow the construction of the improvements within the City's drainage easements. This agreement will release the City from all responsibility for damages incurred to the improvements as a result of required maintenance and repairs to the public storm drainage facility.

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

Sincerely,

A handwritten signature in blue ink that reads 'Chris Roznovsky'.

Chris Roznovsky, PE
Engineer for the City

CVR/kmv

K:\W5841\W5841-0900-00 General Consultation\Correspondence\Letters\2019\MEMO to Council RE Samdana_Best Donuts Encroachment Agreement.doc

Enc: DRAFT Encroachment Agreement

Cc (via email): Mr. Jack Yates – City of Montgomery, City Administrator
Ms. Susan Hensley – City of Montgomery, City Secretary
Mr. Larry Foerster – Darden, Fowler & Creighton, LLP, City Attorney

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

STATE OF TEXAS

COUNTY OF MONTOMERY

ENCROACHMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2019, between the **CITY OF MONTGOMERY, TEXAS (CITY)** and **SAMDANA INVESTMENTS, L.P.**, a Texas limited partnership (OWNER).

RECITALS

OWNER is the owner of certain property (PROPERTY) located in the City of Montgomery, Texas at 20998 Eva Street which is being developed by OWNER for a "Best Donuts" commercial business.

The Property is a 0.2907-acre tract of land in the John Corner Survey, A-8, in Montgomery County, Texas, as more particularly described in the plat attached hereto as Exhibit "A."

OWNER is proposing to place a private solid waste dumpster within a dumpster station enclosure to be located within the proposed CITY variable-width storm drainage easement on the Property.

OWNER is also proposing to pave a portion of the Property within the proposed CITY variable-width drainage easement.

CITY and OWNER agree that CITY may in the future need to make major repairs to the public storm drainage facility on the Property.

If future major repairs to the CITY's public storm drainage on the Property are required by CITY, the OWNER's dumpster and/or dumpster station enclosure, along

with the pavement installed by OWNER, may need to be relocated or disturbed in order for CITY to perform the necessary repairs.

The dumpster and dumpster enclosure shall be the property of OWNER and shall be maintained by OWNER. OWNER agrees that CITY shall not incur the expense of maintaining such or removing or replacing the dumpster, dumpster enclosure or pavement when any repair work is completed by CITY.

CITY has agreed to the proposed plat of the Property and OWNER'S installation of the dumpster, dumpster enclosure and pavement on and along the public storm drainage easement, subject to the above recitals and the following terms and conditions agreed by OWNER.

NOW, THEREFORE, be it mutually agreed by OWNER and CITY as follows:

1. Consent to Encroachment. Subject to the above recitals and the terms of this Agreement, CITY hereby consents and allows OWNER to enter upon the above-described CITY easement on the Property for the purpose of installing, constructing, placing and maintaining the above-described solid waste dumpster, dumpster station enclosure and pavement within the CITY public storm drainage easement.

2. Term. This Agreement shall have an indefinite term and shall run with the Property until the CITY and the OWNER, or its successors and assigns, agree to terminate this Agreement.

3. Conditions.

- a. Prior to any construction in or along the CITY public storm drainage easement on the Property, OWNER shall obtain all licenses or permits necessary to deliver, install and construct the OWNER'S dumpster and dumpster station enclosure or any pavement or other improvements on the Property.
- b. OWNER shall be solely responsible for the normal maintenance of the private dumpster, dumpster enclosure and pavement on the CITY's easement on the Property and shall maintain them to avoid any damage to or interference with the CITY facilities, other public utilities or the general right of CITY to utilize the easement for its intended purpose. CITY shall

be responsible for major repairs to the public drainage easement (i.e., any work other than the normal maintenance required by OWNER.)

- c. CITY shall not be responsible to OWNER, its successors, assigns, or any other party for damages to OWNER'S private dumpster, dumpster station enclosure, pavement or other improvements on or along the CITY public drainage easement on the Property. CITY may, at any time upon reasonable notice, require the relocation of the dumpster and/or dumpster enclosure along the public drainage easement for the purpose of allowing CITY to make repairs to its public utilities. OWNER shall relocate such improvements promptly at its sole expense and shall not be entitled to compensation or damages of any kind.
- d. OWNER shall notify the City in writing of any change in ownership of the Property.

4. Notices. Any notice required or permitted under this Agreement shall be deemed sufficient if delivered in hand or by First Class US Mail addressed to the parties as follows:

CITY

City of Montgomery
ATTN: City Administrator
101 Old Plantersville Road
Montgomery, Texas 77356

OWNER

Samdana Investments, L.P.
ATTN: Sophead Chem
9326 Brentwood Lakes Circle
Spring, Texas 77379

5. Indemnity. **OWNER shall indemnify, defend and hold harmless CITY, its elected officials, officers and employees, from any claims, suits, causes of action, costs or damages arising from OWNER'S action or inaction relating to maintenance of the public storm drainage easement by CITY or any improvements by OWNER on or along the public storm drainage easement on the Property.**

6. Entire Agreement. This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

7. Construction and Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Exclusive venue over any claim or cause of action arising hereunder shall be in the courts of Montgomery County, Texas.

8. Agreement a Covenant Running with the Land. This Agreement shall be recorded in the Real Property Records of Montgomery County, Texas and shall be a covenant running with the Property and binding upon the OWNER'S successors and assigns.

CITY OF MONTGOMERY, TEXAS

By: _____
Sara Countryman Mayor

ATTEST:

Susan Hensley City Secretary

State of Texas §
 §
County of Montgomery §

This instrument was acknowledged before me on _____, 2019 by SARA COUNTRYMAN, mayor of and acting in behalf of the City of Montgomery, Texas.

Notary Public, State of Texas

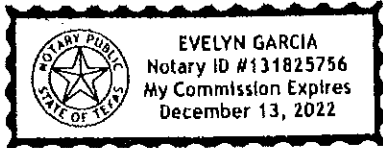
[signature of officer for Samdana Investments, LP on following page]

SAMDANA INVESTMENTS, L.P.

By: [Signature]
Name: Sopheap K. Chem
Title: President

State of Texas §
 §
County of Montgomery §

This instrument was acknowledged before me on January 24,
2019 by Evelyn Garcia, acting under the authority of
SAMDANA INVESTMENTS, L.P. a Texas limited partnership.



[Signature]
Notary Public, State of Texas

After Recording Return to:

Susan Hensley City Secretary
City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, Texas 77356

Montgomery City Council
AGENDA REPORT

Meeting Date: February 26, 2019	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: Rezoning Ordinance, Letter of Request , Area map.
Date Prepared: February 21, 2019	

Subject

Consideration and possible action regarding adoption of an ordinance rezoning a 2.186 – acre tract of land in a 0.475 – acre tract of land located at 1062 Clepper St., Montgomery from R1 – Single-family Residential to B- Commercial

Description

The passage of this ordinance is the final step in the rezoning process. The request to rezone was made by the property owner, James Ward. The Planning and Zoning Commission held two public hearings and submitted a final report to the City Council recommending reclassification of the land use designation.

This item was considered at February 12th City Council meeting and was tabled until this meeting. I have not had any contact from the owner, Mr. Ward.

Recommendation

Act on the rezoning ordinance as you think appropriate.

Approved By

City Administrator	Jack Yates	Date: February 21, 2019
--------------------	------------	-------------------------

Motion was made by _____, seconded by _____
_____, that the following Ordinance be passed:

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE CITY CODE OF ORDINANCES BY AMENDING CHAPTER 98, "ZONING," FOR THE ZONING CLASSIFICATION OF A 2.186 ACRE TRACT OF PROPERTY AND A .0475 ACRE TRACT OF PROPERTY, LOCATED AT 1062 CLEPPER STREET IN MONTGOMERY FROM A "R-1" SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT TO A "B" COMMERCIAL ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE.

WHEREAS, the City Council has passed the City of Montgomery Zoning Ordinance providing certain rules and regulations concerning zoning within the City of Montgomery, as found in the Code of Ordinances ("CODE") at Chapter 98; and

WHEREAS, two tracts of land comprising 2.186 acres and 0.0475 acres located at 1062 Clepper Street, described in attached Exhibit "A," (the "Property"), are currently zoned as "R-1" Single-Family Zoning District on the City's Official Zoning Map; and

WHEREAS, the Owner of the Property, James Ward, has requested that the City Council rezone the Property as "B" Commercial Zoning District as authorized by Section 98-30 of the CODE; and

WHEREAS, the Planning and Zoning Commission conducted two public hearings on the proposed zoning reclassification of the Property on January 7, 2019 and again on January 14, 2019; and

WHEREAS, pursuant to Section 98-30(c) of the CODE, the City Planning and Zoning Commission has submitted a Final Report to the City Council in which it has voted to approve and recommend that the Property be reclassified as "B" Commercial Zoning District consistent with its proposed use; and

WHEREAS, a public hearing was also conducted on February 12, 2019 before the City Council, as authorized by Section 98-30(d) of the CODE, in order to consider the Final Report and the proposed amendment of the zoning classification of the Property to; and

WHEREAS, the City Council finds that all notifications and other procedures required by

Section 98-30 of the CODE have been followed; and

WHEREAS, the City Council has determined that it in the best interest of the citizens of the City that this Property should be reclassified as "B" Commercial Zoning District.

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

Section 1. Adoption of Recitals. The recitals in the preamble to this Ordinance are hereby adopted as the findings and conclusions of the City Council.

Section. 2. Amendment to the City Zoning Map. Pursuant to Section 98-30 of the Code of Ordinances, City of Montgomery, Texas, the Official Zoning Map of the City of Montgomery is hereby amended so that the zoning classification of the Property located at 1062 Clepper Street Montgomery, Texas as herein described in the attached Exhibit "A", is reclassified as a "B" Commercial Zoning District.

Section 3. Codification of this Ordinance. Wherever any provision of this Ordinance provides for the amendment of the Code of Ordinances, City of Montgomery, Texas, such provision shall be liberally construed to provide for the codification of the specified provision and for such other provisions of the Ordinance that the codifier in its discretion deems appropriate to codify. The codifier may change the designation or numbering of chapters, articles, divisions or sections as herein specified in order to provide for logical ordering of similar or related topics and to avoid the duplicative use of chapter, article or section numbers. Neither the codification nor any application of the codified Ordinance shall be deemed invalid on the basis of a variance in the number or section of this Ordinance and its codified provisions. The failure to codify the specified provisions of this Ordinance shall not affect their validity or enforcement.

Section 4. Repeals all Ordinance in Conflict with this Ordinance.

Any and all provisions of ordinances in conflict with this Ordinance are hereby expressly repealed.

Section 5. Savings Clause.

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

Section 6. Effective Date.

The effective date of this Ordinance shall be upon its passage.

PASSED AND APPROVED this _____ day of February 2019

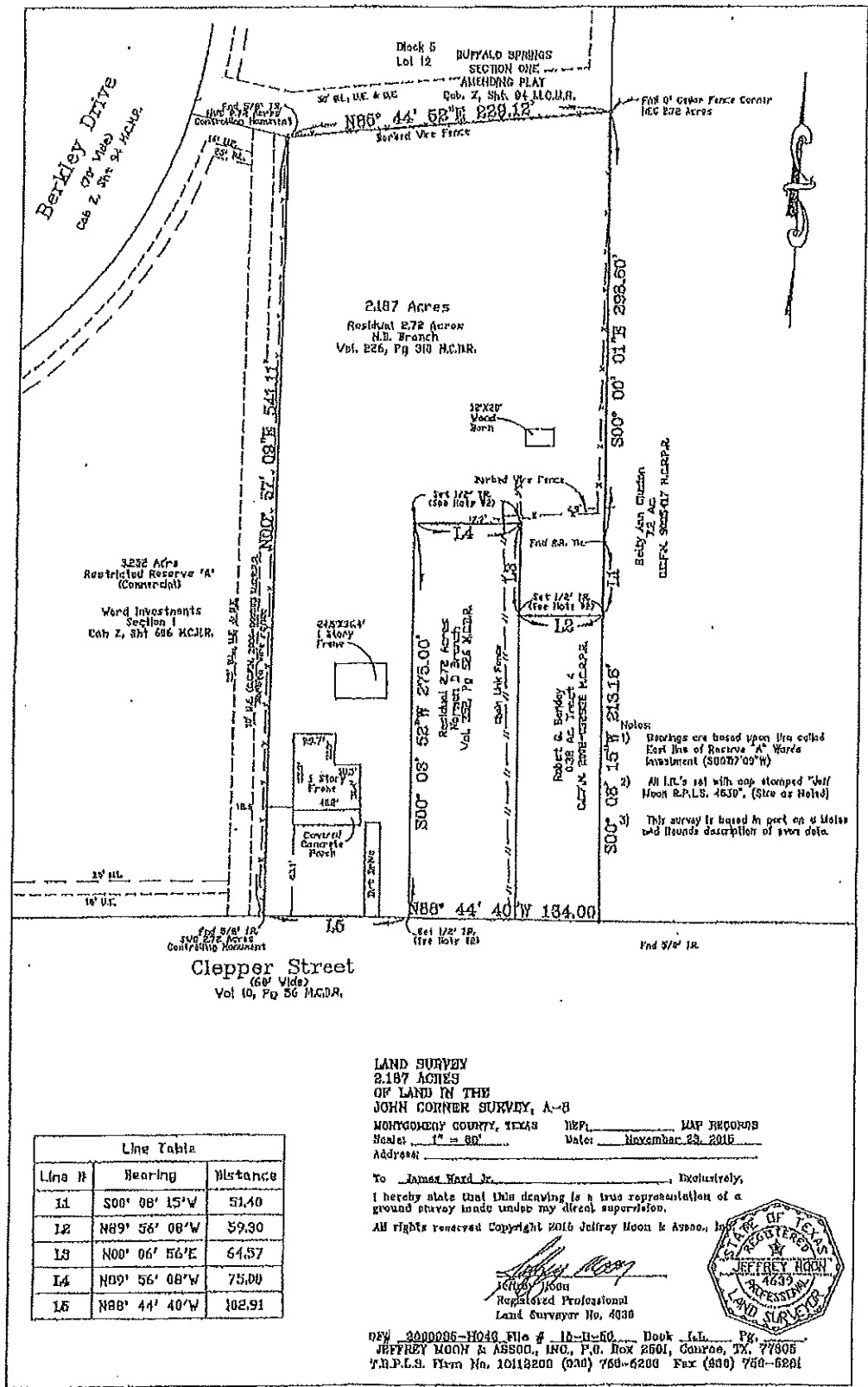
Sara Countryman, Mayor

ATTEST:

Susan Hensley, City Secretary

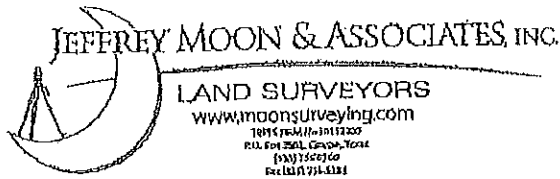
APPROVED AS TO FORM:

Larry L. Foerster, City Attorney



* *James Ward Jr.*

Jeffrey Moon



P. 215

November 23, 2015

BEING 2.187 ACRES OF LAND IN THE JOHN CORNER SURVEY, A-11, MONTGOMERY COUNTY, TEXAS, SAID 2.187 ACRES BEING OUT OF THE N.D. BRANCH 2.72 ACRE TRACT OF LAND DEED OF WHICH IS RECORDED IN VOLUME 226, PAGE 318 MONTGOMERY COUNTY DEED RECORDS, SAID 2.187 ACRES BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING at a 3/8" iron rod found for the Southeast corner of Restricted Reserve "A", Ward Investment Section 1, a subdivision map recorded in Cabinet Z, Sheet 606 of the Montgomery County Map Records, the Southwest corner of the said 2.72 acre tract, in the North line of Clappet Street, (60' Vol. 10, Pg. 56, M.C.D.R.) and being the Southwest corner of the herein described tract of land;

THENCE N. 00° 57' 09" E., along the East line of said Reserve A, the West line of the 2.72 acre tract for a distance of 541.11 feet, (2.72 acre call 552.95 feet) to a 3/8" iron rod found for the Northeast corner of Reserve "A", in the South line of Lot 12, Block 5 of Buffalo Springs, Section 1, Amending Plat, a subdivision map recorded in Cabinet Z, Sheet 94 of the Montgomery County Map Records, for the Northwest corner of the 2.72 acre tract, the Northwest corner of the herein described tract of land;

THENCE N. 85° 44' 52" E., along the South line of Lot 12, the North line of the 2.72 acre tract for a distance of 229.12 feet, (call 236.11 feet) to an 8" Cedar Fence Corner found for the Southeast corner of Lot 12, the Northeast corner of the 2.72 acre tract, in the West line of Betty Ann Cluxton 7.2 acre tract of land deed of which is recorded under County Clerk File Number 8005417 of the Montgomery County Real Property Records, being the Northeast corner of the herein described tract of land;

THENCE S. 00° 00' 01" E., along Cluxton's West line, the East line of the 2.72 acre tract for a distance of 298.60 feet to a Railroad Tie for an angle point;

THENCE S. 00° 08' 15" W., continuing along said line for a distance of 51.40 feet to a 1/2" iron rod set with cap (Jeff Moon RPLS 4639) for the Northeast corner of the Robert G. Berkley 0.38 acre tract of land deed of which is recorded under County Clerk File Number 2008-032938 of the Montgomery County Real Property Records;

THENCE N. 89° 56' 08" W., along Berkley's North line for a distance of 59.30 feet to a 1/2" iron rod set with cap (Jeff Moon RPLS 4639) to the Berkley's Northwest corner, in the East line of the Norman D. Branch 0.47 acre tract of land deed of which is recorded in Volume 352, Page 526, Montgomery County Deed Records;

THENCE N. 00° 06' 56" E., along the above mentioned East line for a distance of 64.57 feet to a 1/2" iron rod set with cap (Jeff Moon RPLS 4639) for the Northeast corner of the 0.47 acre tract;

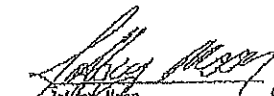
p. 385

TRENCH N. 89° 56' 08" W., along the North line of the 0.47 acre tract for a distance of 75.00 feet to a 1/2 iron rod set with cap (Jeff Moon RPLS 4639) for it's Northwest corner;

TRENCH S. 00° 03' 52" W., along the West line of the 0.47 acre tract for a distance of 275.00 feet to a 1/2 iron rod set with cap (Jeff Moon RPLS 4639) for it's Southwest corner, in the North line of Clepper Street for the Southeast corner of the herein described tract;

TRENCH N. 88° 44' 40" W., along the North line of Clepper Street for a distance of 102.91 feet to the POINT OF BEGINNING in all containing in all 2.187 acres of land.

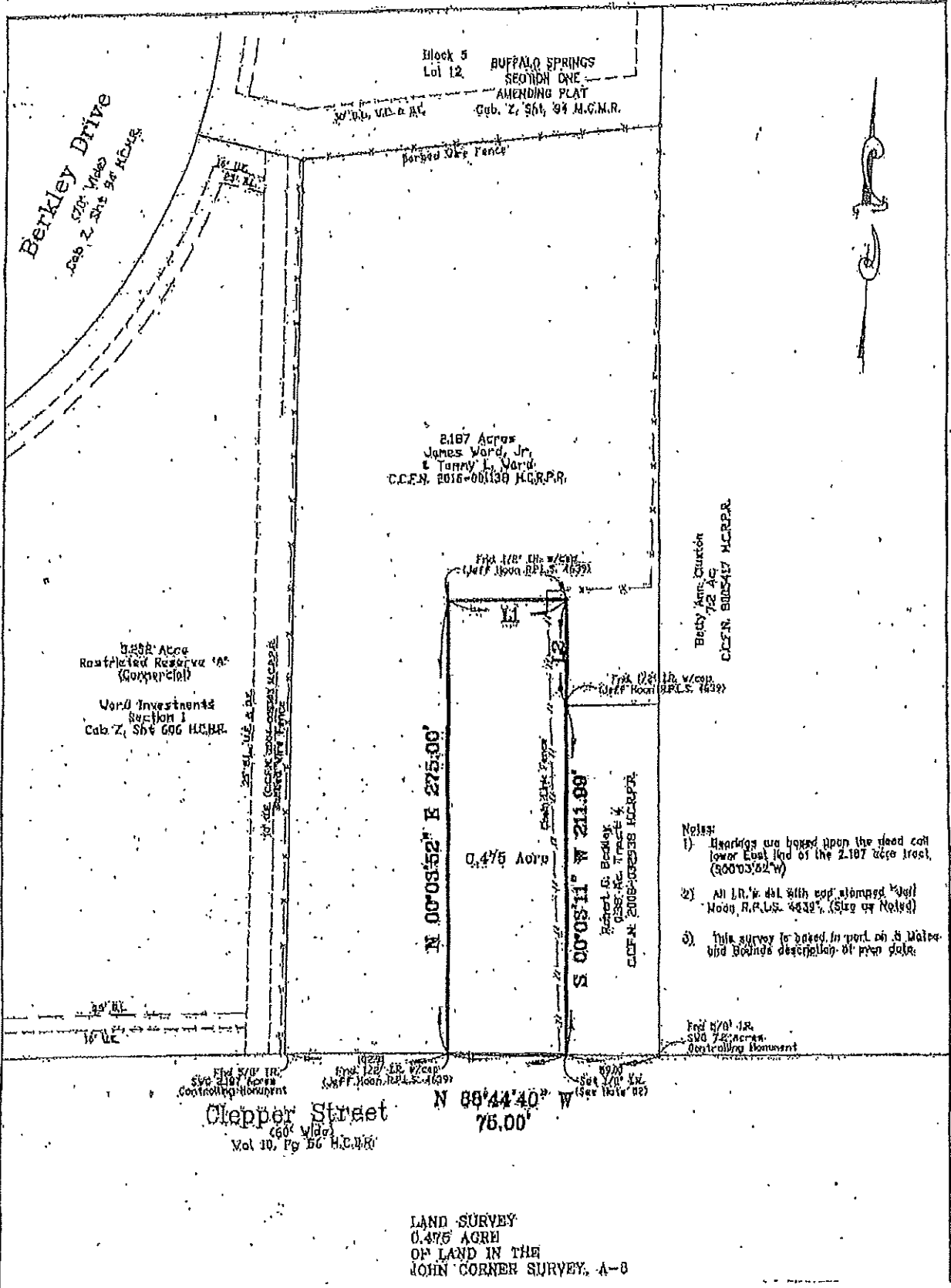
This description is based upon a Land Survey and drawing as prepared by Jeffrey Moon and Associates, Inc; dated November 23, 2105. Bearings are based upon the East line of Ward Investments per plat.


Jeffrey Moon
Registered Professional
Land Surveyor No. 4639



2.187 A.c M&B

P. 4 of 5



Block 5
Lot 12 BUFFALO SPRINGS
SECTION ONE
AMENDING PLAT
Ord. 2, 564, 84 M.C.M.R.

Berkley Drive
670' Wide
Ord. 2, 564, 84 M.C.M.R.

2.187 Acres
James Ward, Jr.
& Tanny L. Ward
C.C.F.N. 2016-00138 M.C.R.P.R.

2.588 Acres
Routinized Reserve 'A'
(Commercial)
Ward Investments
Section 1
Ord. 2, 564, 84 M.C.M.R.

Betty Ann Dunston
72' AC
C.C.F.N. 2005417 M.C.R.P.R.

0.475 Acres
N 00°03'52" E 275.00'
S 00°03'11" W 211.09'
Robert G. Berkley
Ord. 2, 564, 84 M.C.M.R.
C.C.F.N. 2005417 M.C.R.P.R.

- Notes:
- 1) Bearings are based upon the flood coil lower East End of the 2.187 acre tract, (50003'82" W)
 - 2) All I.R.'s del. with exp. stamped 'Del' No. 11, R.P.L.S. 4432'. (See or Note 1)
 - 3) This survey is based in part on a Water and Bound description of prior date.

Clepper Street
460' Wide
Ord. 10, Pg 56 M.C.M.R.

N 88°44'40" W
75.00'

LAND SURVEY
0.475 ACRE
OF LAND IN THE
JOHN CORNER SURVEY, A-8

P. 5 of 5



July 6, 2016

BEING 0.475 ACRES OF LAND IN THE JOHN CORNER SURVEY, A-8, MONTGOMERY COUNTY, TEXAS, SAID 0.475 ACRE BEING THE RESIDUAL OF THE NORMAN D. BRANCH 2.72 ACRE TRACT OF LAND DEED OF WHICH IS RECORDED IN VOLUME 352, PAGE 526, MONTGOMERY COUNTY DEED RECORDS, SAID 0.475 ACRE BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING at a 1/2" iron rod set in the North line of Clepper Street, (60' Vol. 10, Pg. 56, M.C.D.R.) for the Southwest corner of the Robert G. Berkley 0.38 acre tract of land deed of which is recorded under County Clerk's File Number 2008-032938, Montgomery County Real Property Records and being the Southeast corner of the herein described tract;

THENCE N. 88° 44' 40" W., along the North line of Clepper Street for a distance of 75.00 feet to a 1/2" iron rod found with a cap stamped " Jeff Moon RPLS 4639 " for the Southeast corner of the James Ward, Jr; 2.187 acre tract of land deed of which is recorded under County Clerk's File Number 2016-001138, Montgomery County Real Property Records, same being the Southwest corner of the herein described tract;

THENCE N. 00° 03' 52" E., leaving the North line of Clepper Street, along an inside line of Ward for a distance of 275.00 feet to a 1/2" iron rod found with a cap stamped " Jeff Moon RPLS 4639 " for an inside corner of Ward, the Northwest corner of the herein described tract;

THENCE S. 89° 56' 08" E., along a line of Ward for a distance of 75.00 feet to a 1/2" iron rod found with a cap stamped " Jeff Moon RPLS 4639 " for a corner of Ward, the Northeast corner of the herein described tract;

THENCE S. 00° 06' 56" W., along an inside line of Ward for a distance of 64.57 feet to a 1/2" iron rod set with a cap stamped " Jeff Moon RPLS 4639 " for a corner of Ward, the Berkley's Northwest corner;

THENCE S. 00° 03' 11" W., along Berkley's West line for a distance of 211.99 feet to the POINT OF BEGINNING and containing in all 0.475 acre of land.

This description is based upon a Land Survey and drawing as prepared by Jeffrey Moon and Associates, Inc., dated July 6, 2016, Bearings are based upon the deed call lower east line of the 2.187 acre tract of land, S. 00° 03' 52" W.

JIM'S HARDWARE, INC.
14460 LIBERTY ST.
MONTGOMERY, TEXAS 77356
936-597-8922

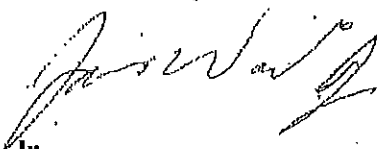
City of Montgomery
Jack Yates
Montgomery, Texas 77356
August 31, 2018

Dear Mr. Yates,

I am the owner of the attached described property. I request that the 2.187 acres of land and the 0.475 acres of land located at 1062 Clepper Street be re-zoned from R-1 Residential to B-Commercial.

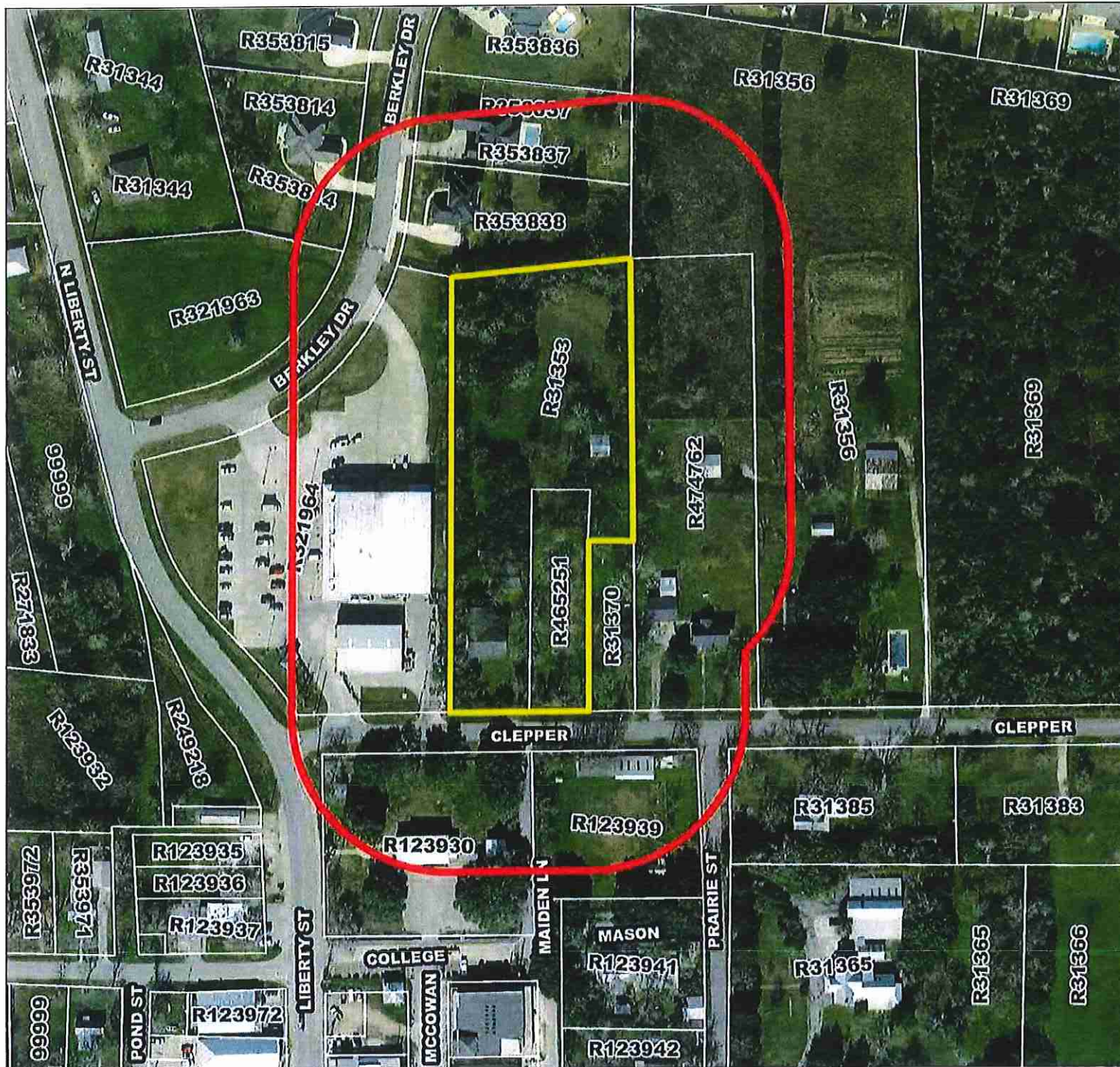
Please let me know when the next Planning and Zoning meeting might be so I can discuss this property with them. If you have any other questions, please feel free to contact me.

Sincerely,



James (Jim) Ward, Jr.
Owner
281-703-1628 OR 936-276-8000

Attached:
Check
Surveys and maps



LEGEND

- Zoning
- Corridor Enhancement
 - Commercial (B)
 - Institutional (I)
 - Planned Development (PD)
 - Residential (R1)
 - Tract Boundary
 - 200-ft Notification Boundary

Public Hearing Dates:
 P&Z: 1/7/19 -- 6:00 PM
 1/14/19 -- 6:00 PM
 City Council: 1/22/19 -- 6:00 PM



Ward Tract Rezoning
 1062 Clepper Street
 North of Community Building,
 East of Jim's Hardware
 1 inch equals 200 Feet

Montgomery City Council
AGENDA REPORT

Meeting Date: February 26, 2019	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: Rezoning Ordinance, Letter of Request , Area map. Information delivered to Council at Feb. 12 th Council meeting
Date Prepared: February 21, 2019	

Subject

Consideration and possible action regarding the following:

- a) The request to rezone the property located at 2580 Lone Star Pkwy., Montgomery from ID – Industrial to R-2- Multi-family Residential, by owner Larry Jacobs, and
- b) The request to rezone the property located at 2560 Lone Star Pkwy., Montgomery from ID – Industrial to B- Commercial, by owner Larry Jacobs

Description

The passage of this ordinance is the final step in the rezoning process. The request to rezone was made by the property owner, Larry Jacobs the planning and zoning commission held two public hearings and submitted a final report to the city Council recommending reclassification of the land use designation.

A public hearing by the city Council itself on February 12th, with only Mr. Jacobs speaking.

Recommendation

Act on the rezoning ordinance as you think appropriate.

Approved By

City Administrator

Jack Yates

Date: February 21, 2019

Motion was made by _____, seconded by _____,

that the following Ordinance by passed:

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE CITY CODE OF ORDINANCES BY AMENDING CHAPTER 98, "ZONING," FOR THE ZONING CLASSIFICATION OF AN APPROXIMATELY 2.00 ACRE TRACT OF PROPERTY LOCATED AT 2560 LONE STAR PARKWAY IN MONTGOMERY FROM AN "ID" INDUSTRIAL ZONING DISTRICT TO "B" COMMERCIAL ZONING DISTRICT, AND AN APPROXIMATELY 5.00 ACRE TRACT OF PROPERTY LOCATED AT 2580 LONE STAR PARKWAY IN MONTGOMERY FROM AN "ID" INDUSTRIAL ZONING DISTRICT TO A "R-2" MULTI-FAMILY RESIDENTIAL ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE.

WHEREAS, the City Council has passed the City of Montgomery Zoning Ordinance providing certain rules and regulations concerning zoning within the City of Montgomery, as found in the Code of Ordinances ("CODE") at Chapter 98; and

WHEREAS, two tracts of land comprised of approximately 2.00 acres at 2560 Lone Star Parkway and approximately 5.00 acres at 2580 Lone Star Parkway in Montgomery, described in attached Exhibit "A," (the "Properties"), are currently zoned as "ID" Industrial Zoning District on the City's Official Zoning Map; and

WHEREAS, the Owner of the Properties, Larry Jacobs, has requested that the City Council rezone the 2.00-acre tract located at 2560 Lone Star Parkway as "B" Commercial Zoning District and the 5.00-acre tract locate at 2580 Lone Star Parkway as "R-2" Multi-Family Residential Zoning District, as authorized by Section 98-30 of the CODE; and

WHEREAS, the Planning and Zoning Commission conducted two public hearings on the proposed zoning reclassification of the Properties on October 22, 2018 and again on November 26, 2018; and

WHEREAS, pursuant to Sections 98-30(c) and 98-53 of the CODE, the City Planning and Zoning Commission has submitted a Final Report to the City Council in which it has voted to approve and recommend that the 2.00-acre tract located at 2560 Lone Star Parkway be reclassified as a "B" Commercial Zoning District, and has voted to approve and recommend that the 5.00-acre tract located at 2580 Lone Star Parkway be reclassified as a "R-2" Multi-Family Residential Zoning District, consistent with each of the Properties' proposed uses; and

WHEREAS, a public hearing was also conducted on February 12, 2019 before the City Council, as authorized by Section 98-30(d) of the CODE, in order to consider the Final Report and the proposed amendment of the zoning classifications of the Properties; and

WHEREAS, the City Council finds that all notifications and other procedures required by Section 98-30 of the CODE have been followed; and

WHEREAS, the City Council has determined that it in the best interest of the citizens of the City that these Properties should be respectively reclassified as a "B" Commercial Zoning District for the 2.00-acre tract and "R-2" Multi-Family Residential Zoning District for the 5.00-acre tract.

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

Section 1. Adoption of Recitals. The recitals in the preamble to this Ordinance are hereby adopted as the findings and conclusions of the City Council.

Section 2. Amendment to the City Zoning Map. Pursuant to Section 98-30 of the Code of Ordinances, City of Montgomery, Texas, the Official Zoning Map of the City of Montgomery is hereby amended so that the zoning classification of the approximately 2.00-acre tract located at 2560 Lone Star Parkway, Montgomery, Texas as herein described in the attached Exhibit "A," is reclassified as "B" Commercial Zoning District; and the zoning classification of the approximately 5.00 acre tract located at 2580 Lone Star Parkway, Montgomery, Texas as herein described in the attached Exhibit "A," is reclassified as "R-2" Multi-Family Residential Zoning District.

Section 3. Codification of this Ordinance. Wherever any provision of this Ordinance provides for the amendment of the Code of Ordinances, City of Montgomery, Texas, such provision shall be liberally construed to provide for the codification of the specified provision and for such other provisions of the Ordinance that the codifier in its discretion deems appropriate to codify. The codifier may change the designation or numbering of chapters, articles, divisions or sections as herein specified in order to provide for logical ordering of similar or related topics and to avoid the duplicative use of chapter, article or section numbers. Neither the codification nor any application of the codified Ordinance shall be deemed invalid on the basis of a variance in the number or section of this Ordinance and its codified provisions. The failure to codify the specified provisions of this Ordinance shall not affect their validity or enforcement.

Section 4. Repeals all Ordinance in Conflict with this Ordinance.

Any and all provisions of ordinances in conflict with this Ordinance are hereby expressly repealed.

Section 5. Savings Clause.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be

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

Section 6. Effective Date.

The effective date of this Ordinance shall be upon its passage.

PASSED AND APPROVED this _____ day of February 2019

Sara Countryman, Mayor

ATTEST:

Susan Hensley, City Secretary

APPROVED AS TO FORM:

Larry L. Foerster, City Attorney

SURVEY OF
3.00 ACRES

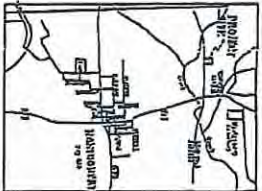
LOCALITIES: ...
COUNTY: ...
TOWNSHIP: ...
RANGE: ...
SECTION: ...

STATIONED AND ...



DATE: ...
BY: ...

BENJAMIN PIGSBY SURVEY
A-31



EXPLANATION OF NOTES

- 1) THE BOUNDARIES SHOWN ON THIS SURVEY ...
- 2) THE CORNER MARKERS ARE ...
- 3) THE SURVEY AREA IS ...
- 4) THE SURVEY AREA IS ...
- 5) THE SURVEY AREA IS ...
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NOTES:
1. THE BOUNDARIES ...
2. THE CORNER MARKERS ...
3. THE SURVEY AREA IS ...
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City of Montgomery
Jack Yates
Montgomery, TX 77356
August 20, 2018

Dear Mr. Yates,

I am the owner of the attached described property. I request that the approximate 5 acres to the north, marked on the map as "R-2", be re-zoned from "I-D-Industrial" to R-2 Multi-family. I also request that the approximate 2 acres on the southern portion, marked "B" be re-zoned from "I-D" Industrial" to "B-Commercial".

I look forward to discussing my property with Planning and Zoning members at the next meeting. In the meantime, if you have any questions, please feel free to contact me.

Sincerely,


Larry Jacobs
Owner

Attached:

Check
Property maps - 2

RECEIVED BY:
AUG 20 2018
AUTUMN REDMAN
City of Montgomery

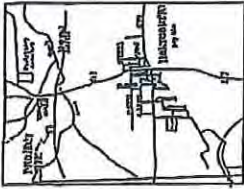
936.597.3301

txland.com

larrytxland@gmail.com



Farms * Ranches * Homesites * Investment * Commercial Services
P.O. Box 1370 14372 Liberty Street Montgomery, TX 77386

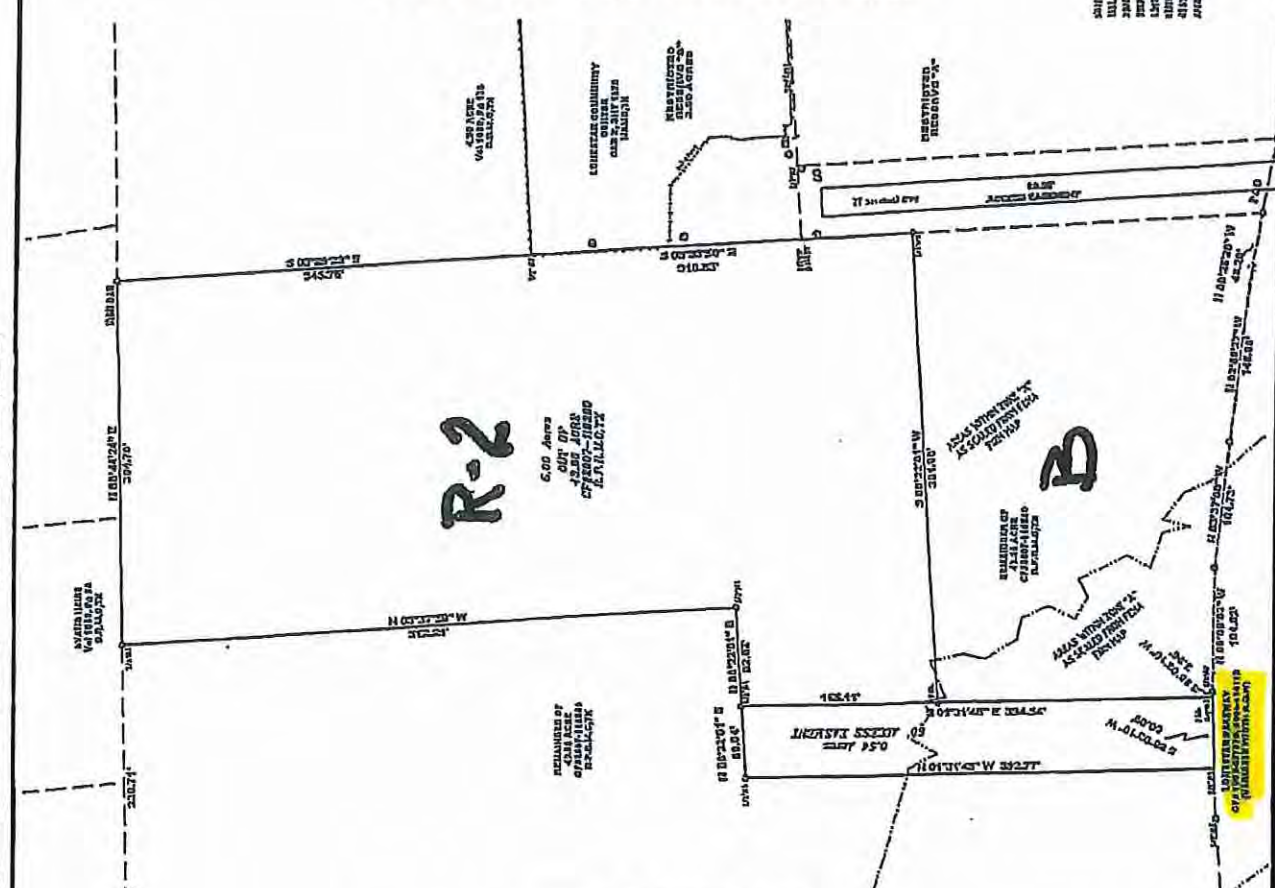


THESE LOTS ARE THE SAME AS THOSE SHOWN ON THE PLAN OF THE BENJAMIN RIGSBY SURVEY A-31 AS RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF WASHINGTON, DISTRICT OF COLUMBIA, AND AS SHOWN ON THE PLAN OF THE BENJAMIN RIGSBY SURVEY A-31 AS RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF WASHINGTON, DISTRICT OF COLUMBIA.

THESE LOTS ARE THE SAME AS THOSE SHOWN ON THE PLAN OF THE BENJAMIN RIGSBY SURVEY A-31 AS RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF WASHINGTON, DISTRICT OF COLUMBIA, AND AS SHOWN ON THE PLAN OF THE BENJAMIN RIGSBY SURVEY A-31 AS RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF WASHINGTON, DISTRICT OF COLUMBIA.

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THESE LOTS ARE THE SAME AS THOSE SHOWN ON THE PLAN OF THE BENJAMIN RIGSBY SURVEY A-31 AS RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF WASHINGTON, DISTRICT OF COLUMBIA, AND AS SHOWN ON THE PLAN OF THE BENJAMIN RIGSBY SURVEY A-31 AS RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF WASHINGTON, DISTRICT OF COLUMBIA.



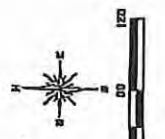
**BENJAMIN RIGSBY SURVEY
A-31**

**SURVEY OF
SECTION**

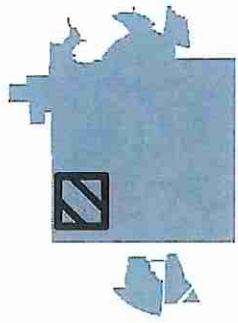
LOCATED BY THE SURVEYOR, DISTRICT OF COLUMBIA, D.C.
 COUNTY OF WASHINGTON, DISTRICT OF COLUMBIA, D.C.
 THE SURVEYOR'S NAME IS SURVEYOR
 THE SURVEYOR'S LICENSE NUMBER IS SURVEYOR
 THE SURVEYOR'S EXPIRES ON SURVEYOR
 THE SURVEYOR'S ADDRESS IS SURVEYOR
 THE SURVEYOR'S PHONE NUMBER IS SURVEYOR
 THE SURVEYOR'S FAX NUMBER IS SURVEYOR
 THE SURVEYOR'S E-MAIL ADDRESS IS SURVEYOR



[Signature]
 SURVEYOR



SEAL
 DISTRICT OF COLUMBIA
 SURVEYOR
 NAME SURVEYOR
 NO. SURVEYOR
 EXPIRES SURVEYOR
 ADDRESS SURVEYOR
 PHONE SURVEYOR
 FAX SURVEYOR
 E-MAIL SURVEYOR



VICINITY MAP

Scale: 1 inch equals 2 miles

LEGEND



Tract Boundary



200-ft Notification Boundary



City of Montgomery City Limits

MCAD Parcel

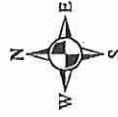
Aerial Imagery from January 2016

2580 & 2560 LONE STAR PARKWAY REZONING

Public Hearing Date:

City Council: 2/12/19 -- 6:00 PM

CITY OF MONTGOMERY
MONTGOMERY COUNTY, TEXAS

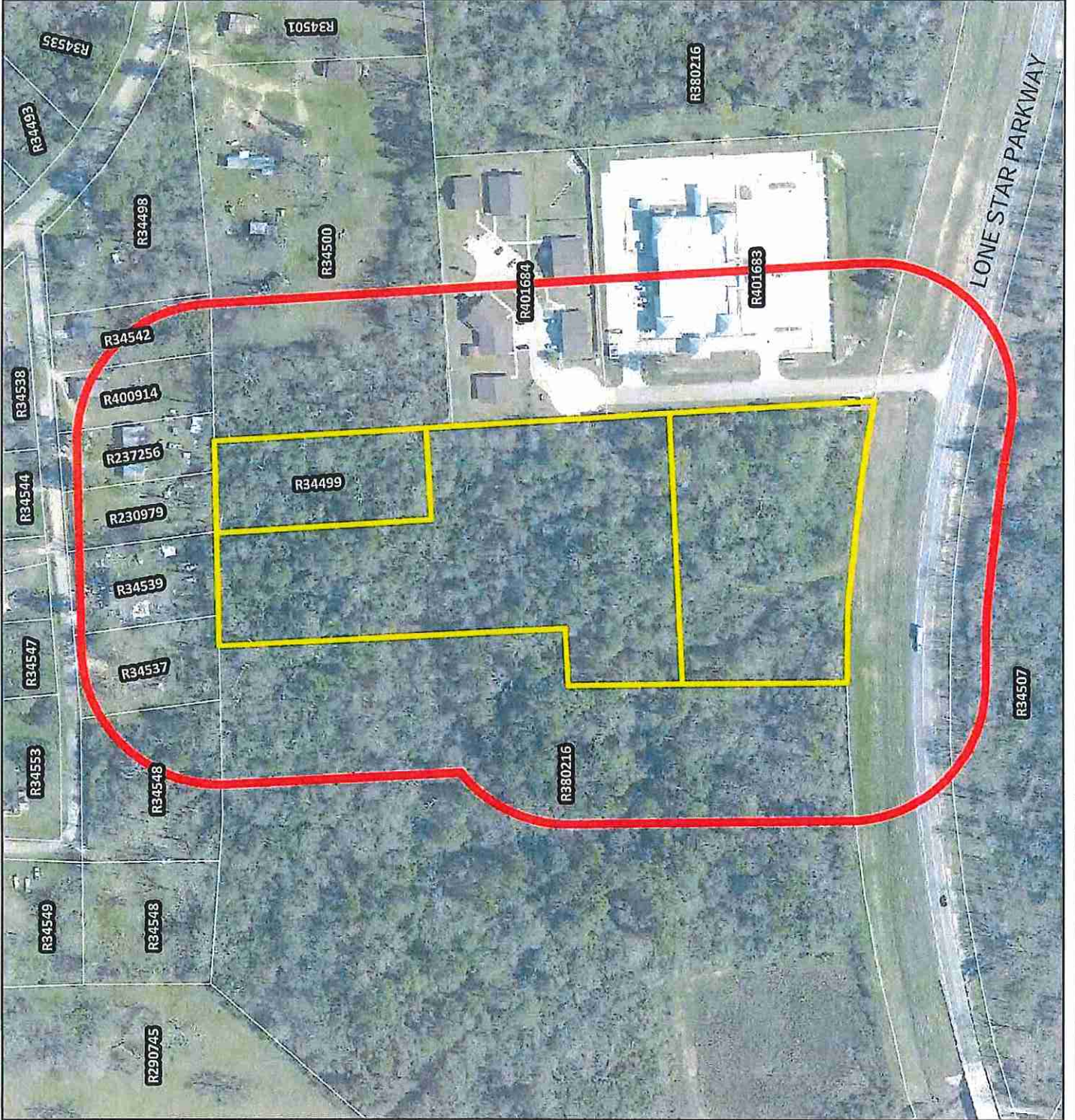


1 inch equals 200 feet

Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones & Carter, Inc. concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.

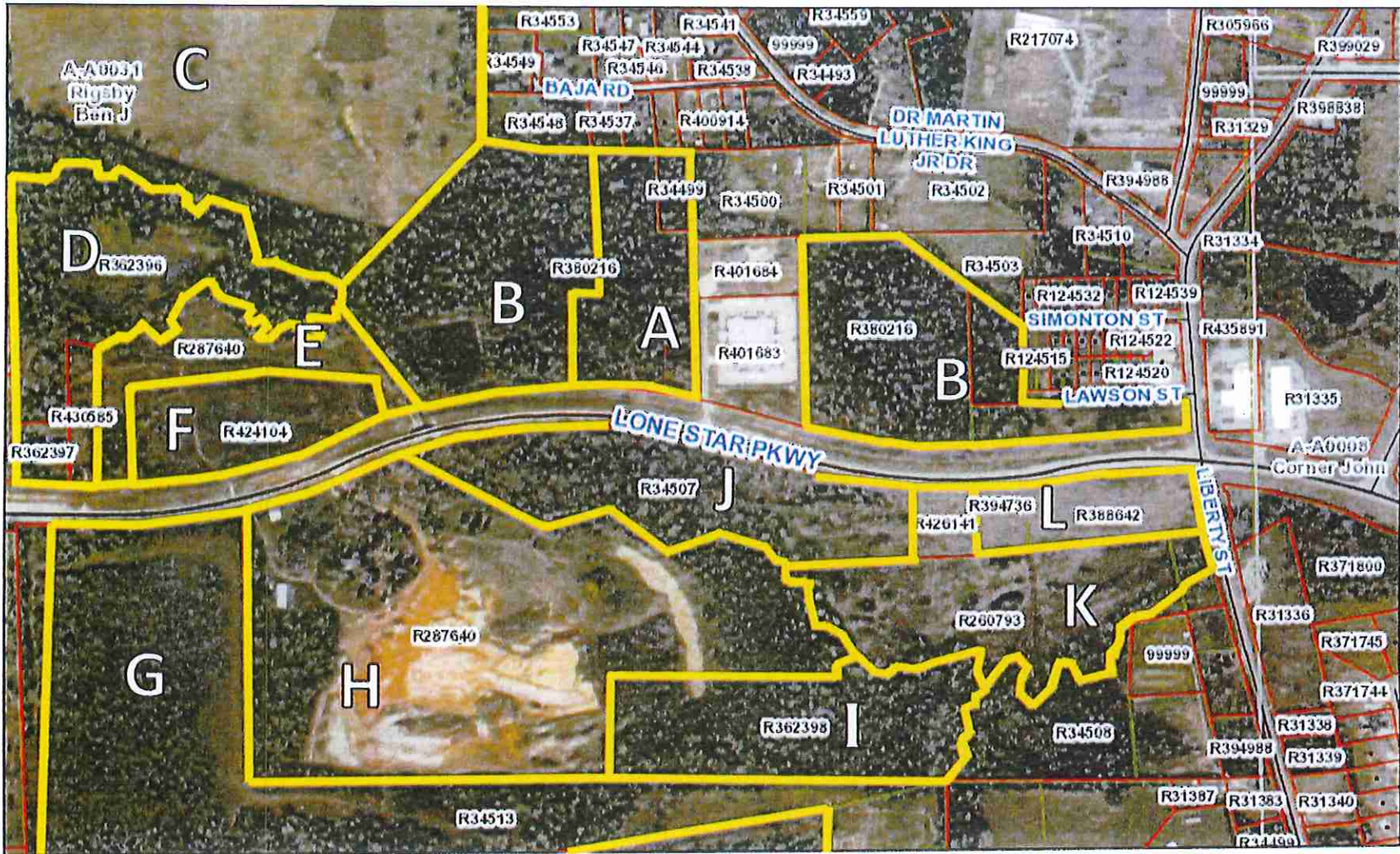


JONES CARTER
Texas Board of Professional Engineers Registration No. F-439



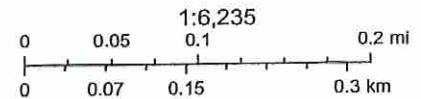


LONE STAR PARKWAY TAX ACCOUNTS



January 30, 2019

- | | | | | |
|-----------|-----------|---------------|--------------|-------------|
| Parcels | Parcel ID | Streets Names | Interstate | State Hwy |
| Abstracts | Lot Lines | Streets | U.S. Highway | Major Roads |
| | | Local Roads | | |



Montgomery Central Appraisal District & BIS Consulting - www.bisconsultants.com

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Owner Map Key

- A** Rezone Parcel
- B** Larry D. Jacobs and Michael V. Wise
- C** Schmidt 2001 Family LP
- D** Larry Ashley
- E** Martin Simonton
- F** Daniel L. Anthony
- G** Robert and Jenny Stewart
- H** Martin Simonton
- I** Larry Ashley
- J** Marilyn Simonton
- K** Dennis and Sharie Collins
- L** Duane Corley, Trustee

February 7, 2019

Mayor and City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, TX 77316

Re: Re-zone request by Larry D. Jacobs and Michael V. Wise 2560 and 2580 Lone Star Parkway

Please be advised that I recommend approval by the City Council of referenced zoning request as detailed in the attached letter from the city to various neighbors per the attached letter, list, and map. While my properties (Tracts E, H and L on attached map) is not within the 200' notification zone, it is within the industrial zoned area along Lone Star Parkway, west of FM 149. I do not think the attached Industrial Zone Permitted Uses meet my vision for the future of my properties nor my neighbors'. Please approve the re-zone request.

Martin Simonton
2701 Lone Star Parkway
Montgomery, TX 77356
(936)689-8751
martin.simonton@gmail.com

February 12, 2019

Mayor and City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, TX 77356

Re: Re-zone request by Larry Jacobs and Michael Wise

I am writing in support of Mr. Jacobs' and Mr. Wise's request for re-zoning as outlined in in his letter of January 18, 2019. While my property is not within the 200' notification zone, we do own property along Lone Star Parkway. I do not feel that the Industrial Zone Permitted uses meet my vision for the future of my property or that of my neighbors. I respectfully request that you grant approval of his re-zone request.

Sincerely,
John M. Carwile, MD
27483 W. FM 1097 Rd.
Montgomery, TX 77356
jcarwile@bethyl.com

February 11, 2019

Mayor and City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, TX 77316

Re: Rezone request by Larry D. Jacobs and Michael V. Wise
2560 and 2580 Lone Star Parkway

Please be advised that I recommend approval by City Council of the referenced zoning request as detailed in the attached letter from the City to various neighbors per the attached letter, list, and map.

While my (our) property (Tracts D&I on attached map) is not within the 200' notification zone, it is within the industrial zoned area along Lone Star Parkway, west of FM 149. I do not think the attached Industrial Zone Permitted Uses meet my vision for the future of my property or our neighbors'. Please approve the Re-zone request.



Signature

February 11, 2019

Mayor and City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, TX 77316

Re: Rezone request by Larry D. Jacobs and Michael V. Wise
2560 and 2580 Lone Star Parkway

Please be advised that I recommend approval by City Council of the referenced zoning request as detailed in the attached letter from the City to various neighbors per the attached letter, list, and map.

While my (our) property (Tract ^{E, H, I} on attached map) is not within the 200' notification zone, it is within the industrial zoned area along Lone Star Parkway, west of FM 149. I do not think the attached Industrial Zone Permitted Uses meet my vision for the future of my property or our neighbors'. Please approve the Re-zone request.


Signature

February 11, 2019

Mayor and City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, TX 77316

Re: Rezone request by Larry D. Jacobs and Michael V. Wise
2560 and 2580 Lone Star Parkway

Please be advised that I recommend approval by City Council of the referenced zoning request as detailed in the attached letter from the City to various neighbors per the attached letter, list, and map.

While my (our) property (Tract L on attached map) is not within the 200' notification zone, it is within the industrial zoned area along Lone Star Parkway, west of FM 149. I do not think the attached Industrial Zone Permitted Uses meet my vision for the future of my property or our neighbors'. Please approve the Re-zone request.



Signature

DUANE Corley, Tr

February 12, 2019

Mayor and City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, TX 77316

Re: Rezone request by Larry D. Jacobs and Michael V. Wise
2560 and 2580 Lone Star Parkway

Please be advised that I recommend approval by City Council of the referenced zoning request as detailed in the attached letter from the City to various neighbors per the attached letter, list, and map.

While my (our) property (Tract **K** on attached map) is not within the 200' notification zone, it is within the industrial zoned area along Lone Star Parkway, west of FM 149. I do not think the attached Industrial Zone Permitted Uses meet my vision for the future of my property or our neighbors'. Please approve the Re-zone request.


Signature Collins 2/12/19

Last Wagon Ranch
% Schmidt 2001 FLP
24007 W. FM 1097
Montgomery, Tx 77356

February 7, 2019

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

Re: Rezone request by Larry D. Jacobs and Michael V. Wise
2560 and 2580 Lone Star Parkway

I write to ask that you seriously consider, and give approval by City Council vote, to the referenced zoning request, regarding information from the City to various neighbors as indicated in the attached letter, list, and map.

While my (our) property (Tax ID #R290745) is not within the 200' notification zone, it does adjoin the Jacobs/Wise property beyond that distance. A portion of my property is zoned industrial. I do not understand why that would be, and believe it to be inappropriate. The attached Industrial Zone Permitted Uses seems to restrict from many other good and viable and attractive uses and does not meet my vision for the future of my property or many of the neighbors to whom I have visited.

I ask that you please approve the re-zoning request of Mr. Jacobs.

Sincerely,



R.F. Bob Schmidt
Manager
Last Wagon Ranch, LLC
Schmidt 2001 FLP, owner

Montgomery City Council
AGENDA REPORT

Meeting Date: February 26, 2019	Budgeted Amount: ^^^
Prepared By: Jack Yates City Administrator	Exhibits: E-mail of request, Resolution
Date Prepared: February 20, 2019	

Subject

This is a required Resolution to the Texas Department of Housing and Community Affairs in support of a Housing Tax Credit Application

Description

This is to place an unknown number of senior housing units on the property adjacent to the existing Montgomery County housing project behind the Lone Star Community Center off Lone Star Parkway.

The City's Resolution supposedly provides an extra points for the very competitive tax credit granting.

As mentioned in the e-mail from the Star of Texas owner, they request \$2000 worth of credit for water taps, in order to help with their application. In previous years the MEDC has provided the \$2,000 payment on the water taps.

The Council has approved this Resolution the past two years to assist their application.

Recommendation

Approve the resolution as presented with an allowance of \$2000 on water taps to be deducted from the water and sewer fund billings or as provided by MEDC.

Approved By

City Administrator Jack Yates

Date: February 20, 2019



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

Montgomery Resolution

1 message


Wade Bienski <AchInc@hotmail.com>
To: "Yates, Jack" <jyates@ci.montgomery.tx.us>

Wed, Feb 13, 2019 at 4:18 PM

Hi Jack,

Attached is the resolution of support we would like the City to consider at the 2/26/19 council meeting. If the city is not comfortable with the \$2,000 reduction in fees, the minimum we would need is \$250. Please let me know if you have any questions. Thank you

Wade Bienski
Star of Texas Housing
979-324-7775

 **Montgomery Multi Family Resolution (1).doc**
31K

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS REGARDING STAR OF TEXAS HOUSING LTD AT LONE STAR PARKWAY FOR SUPPORT AND LOCAL POLITICAL SUBDIVISION FUNDING

WHEREAS, Star of Texas Housing Ltd. has proposed a development for a Multi-Family Development located on Lone Star Parkway, named Star of Texas Housing, in the city of Montgomery, Montgomery County, Texas;

WHEREAS, Star of Texas Housing Ltd. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2019 Competitive 9% Housing Tax Credits for Star of Texas Housing;

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to administer programs to establish and provide for the making of loans and grants of public funds for the purpose of promoting state and local economic development and to stimulate business and commercial activity in the municipality;

IT IS HEREBY RESOLVED, that the City of Montgomery, acting through its governing body, hereby confirms that it supports the proposed development of Star of Texas Housing, located on Lone Star Parkway, in the City of Montgomery, Montgomery County, Texas and its application to the TDHCA pursuant to Texas Government Code, §2306.6703(a)(4).

FUTHER RESOLVED, that the City of Montgomery, acting through its Governing Body for the purposes of Local Political Subdivision Funding, will grant a reduction of \$2,000 towards water/sewer tap fees.

FUTHER RESOLVED, that for and on behalf of the Governing Body, Mayor Sara Countryman is hereby authorized, empowered, and directed to certify these resolutions to TDHCA. This formal action has been taken to put on record the opinion expressed by the City of Montgomery on 26th day of February, 2019.

PASSED AND APPROVED by the City Council of the City of Montgomery, Texas on the 26th day of February, 2019.

Sara Countryman, Mayor

ATTEST:

Susan Hensley, City Secretary

APPROVED AS TO FORM:

Larry Foerster, City Attorney

Montgomery City Council
AGENDA REPORT

Meeting Date: February 26, 2019	Budgeted Amount: N/A
Department: Administrative	
	Exhibits: Building Code Ordinance with updates
Prepared By: Dave McCorquodale	
Date Prepared: February 20, 2019	

Subject

City of Montgomery Building Code Update

Description

The City Building Official recommends the City adopt newest editions building codes to stay current in our building code and inspection requirements. The City of Montgomery adopted the 2015 International Code Council Series and the 2014 National Electric Code in 2015. The City also adopted certain amendments to the codes enhancing specific building materials and methods that go above the minimum requirements set forth in the codes. The recommended versions of the codes being proposed are:

- 2018 International Code Council Series:
 - International Residential Code (for 1 & 2 family dwellings only) with Appendices A, B, C, D, E, G, H, J, N, O, P, and Q
 - International Building Code
 - International Fire Code
 - International Mechanical Code
 - International Plumbing Code with Appendices C and E
 - International Fuel Gas Code
 - International Energy Conservation Code
 - International Swimming Pool & Spa Code
 - International Property Maintenance Code
 - International Existing Building Code
 - International Performance Code with Appendices A, B, C, D, and E

- 2017 National Electric Code

The Texas Department of Licensing and Regulation (TDLR) has adopted the 2017 National Electric Code, which licensed electricians are required to follow. Updating our ordinance to reflect this change allows consistency between local and state requirements. The City's last building code update was in 2015. The amendments to the codes are the same amendments passed with the previous codes. The Building Official can provide detailed answers regarding

Montgomery City Council
AGENDA REPORT

specific amendments. City staff met with the Building Code Committee to review the proposed changes and the committee concurred with the decision to adopt the newer codes.



Area municipalities have adopted the following codes:

- Conroe—2009 ICC series / 2014 NEC
- Willis—2009 ICC series / 2008 NEC
- Magnolia—2015 ICC series / 2014 NEC
- Shenandoah—2015 ICC series / 2017 NEC
- Tomball—2012 ICC series / 2011 NEC
- Huntsville—2015 ICC series / 2017 NEC
- Montgomery County—2012 NFPA (No building code enforcement)
- Navasota—2012 ICC series / 2011 NEC
- Bryan—2015 ICC series / 2014 NEC
- College Station—2015 ICC series / 2014 NEC
- Brenham—2012 ICC series / 2014 NEC
- Cleveland—2015 ICC series / 2014 NEC
- Sealy—2015 ICC series / 2014 NEC
- Katy—2015 ICC series / 2017 NEC
- Houston—2012 ICC series / 2017 NEC

Recommendation

Consider the information and act as you deem appropriate.

Approved By

Asst. to City Admin.	Dave McCorquodale 	Date: 2/20/19
City Administrator	Jack Yates 	Date: 2/20/19

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS CONSOLIDATING INTO ONE CITY ORDINANCE THE NFPA 70® 2017 NATIONAL ELECTRIC CODE AND THE 2018 INTERNATIONAL BUILDING CODES, AS AMNEDED, RELATED TO ALL RESIDENTIAL AND COMMERCIAL BUILDINGS; AMENDING SPECIFIC SECTIONS OF THE INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL PLUMBING CODE AND NATIONAL ELECTRIC CODE; DESIGNATING A CITY BUILDING OFFICIAL; PROVIDING FOR INSPECTION ACTIVITIES BY THE BUILDING OFFICIAL; PROVIDING A PENALTY NOT TO EXCEED \$500 FOR VIOLATION THEREOF; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A CLAUSE REPEALING THE CITY CODE REGARDING CITY BUILDING AND ELECTRIC CODES AS AMENDED; PROVIDING A TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE ON OR AFTER PUBLICATION AS PROVIDED BY LAW

WHEREAS, the City of Montgomery has adopted in City Code Section 18-21 Building Codes; and

WHEREAS, the City of Montgomery has adopted in City Code Section 18-21 the National Electric Code;

WHEREAS, it is the desire of the City Council of the City of Montgomery, Texas to consolidate into one city ordinance the NFPA 70® 2017 National Electric Code as published by the National Fire Protection Association, and certain codes published by the International Code Council relating to all applicable building, mechanical and plumbing codes for both commercial and residential structures (hereinafter collectively, “the Codes”); and

WHEREAS, the adoption and consolidation of these Codes, as amended, is done to facilitate proper inspection activities by the City of Montgomery, Montgomery County, Texas, relating to construction and maintenance of all buildings and structures within the corporate limits of Montgomery, Texas, and relating to public health, safety, and general welfare; and

WHEREAS, upon the recommendation of City staff, the City Council desires to consolidate these Codes for the convenience of all parties as they relate to improving the public health, safety, and general welfare of the residents of the City of Montgomery;

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

SECTION I.

That Section 18-21 of the City Code be amended to read:

The following International Code Council Editions including Appendix Chapters (“the Building Codes”) are hereby adopted by reference as though they were copied herein fully:

2018 International Residential Code ® (for 1 & 2 Family Dwellings only) including Appendices:

- A: Sizing and Capacities of Gas Piping,
- B: Sizing of Venting Systems Serving Appliances,
- C: Exit Terminal of Mechanical Draft and Direct-Vent Venting Systems,
- D: Recommended Procedures for Safety Inspection of an Existing Appliance Installation,
- E: Manufactured Housing Used as Dwellings,
- G: Piping Standards for Various Applications,
- H: Patio Covers,
- J: Existing Building and Structures,
- N: Venting Methods,
- O: Automatic Vehicular Gates,
- P: Sizing of Water Piping Systems and
- Q: Tiny Houses.

2018 International Building Code ® (for all other residential and commercial construction)

2018 International Fire Code ®

2018 International Mechanical Code ®

2018 International Plumbing Code ® including Appendices:

- C: Structural Safety,
- E: Sizing of Water Piping Systems

2018 International Fuel Gas Code ®

2018 International Energy Conservation Code ®

2018 International Swimming Pool & Spa Code ®

2018 International Property Maintenance Code ®

2018 International Existing Building Code ®

2018 International Performance Code ® including Appendices:

- A: Risk Factors of Use and Occupancy Classifications,
- B: Worksheet for Assigning Specific Structures,
- C: Individually Substantiated Design Method,
- D: Qualification of Characteristics for Design and Review, and
- E: Use of Computer Models

SECTION II.

That Section 18-21 of the City Code be amended to read:
The following edition of the NFPA 70[®] National Electric Code[®] (“the Electric Code”) is hereby adopted by reference as though it was copied herein fully:

2017 National Electric Code[®] as published by the National Fire Protection Association

SECTION III.

AMENDMENTS TO INTERNATIONAL PLUMBING AND RESIDENTIAL CODES AND THE NATIONAL ELECTRIC CODE: The following amendments to the International Code Council Editions including Appendix Chapters (“the Building Codes”) and to the NFPA 70[®] National Electric Code[®] are hereby adopted by reference as though they were copied herein fully:

A. INTERNATIONAL RESIDENTIAL CODE

1. PLUMBING: Water Supply and Distribution - Materials, Joints and Connections.

Sections 2906.4, 2906.5 and 2906.06 of the 2018 International Residential Code is amended by the addition of the following:

- a. The use of ABS plastic piping and fittings is prohibited.
- b. All PVC or CPVC plastic shall be schedule 40 or better.

2. SANITARY DRAINAGE: Materials

Section 3002.1 of the 2018 International Residential Code is amended by the addition of the following:

- a. All PVC plastic pipe shall be Schedule 40.
- b. No-hub pipe (also known as hubless pipe) shall not be allowed under ground.
- c. All plastic pipe underground covered by concrete shall be schedule 40 or better.
- d. Outside building sewer schedule shall be schedule 40 or SDR 26 only.

B. INTERNATIONAL PLUMBING CODE

1. PLUMBING: Water Supply and Distribution - Materials, Joints and Connections

Sections 605.3, 605.04 and 605.05 of the 2018 International Plumbing Code is amended by the addition of the following:

- a. The use of ABS plastic piping and fittings is prohibited.
- b. All PVC or CPVC plastic shall be schedule 40 or better.

2. SANITARY DRAINAGE: Materials

Section 702 of the 2018 International Plumbing Code is amended by the addition of the following:

All PVC plastic pipe shall be Schedule 40.

- a. The use of ABS plastic piping and fittings is prohibited.
- b. No-hub pipe (also known as hubless pipe) shall not be allowed under ground.
- c. All plastic pipe underground covered by concrete shall be Schedule 40 or better.
- d. Outside building sewer shall be Schedule 40 or SDR 26 only.

C. NATIONAL ELECTRIC CODE: Conductors for General Wiring

Section 310 of the NFPA 70[®] 2017 National Electric Code[®] is amended to adopt the following wiring methods and materials:

1. General requirements:

- a. No conductor smaller than #12 AWG Copper shall be permitted within the city limits with the exception of control wiring. All receptacles shall be the grounding type.
- b. Requirements applying to all overhead service conductors: All service conductors shall be installed in galvanized metal conduit.
- c. Aluminum or copper-clad aluminum is permissible for use only on 120/240-volt, single phase, four-wire systems limited to 50 amps or less for temporary

illumination lighting on wooden poles with a minimum clearance of 12 feet at its lowest point.

- d. All underground service conductors shall be encased in conduit, including where they extend up the pole, and shall be placed on the face of the pole designated by the power company, and to the height designated by them.
- e. Aluminum or copper-clad aluminum is permissible for use only on 120/240-volt, single phase, four-wire systems as a sub-feed from the main service panel, encased in approved conduit, not passing through building envelope.

SECTION IV.

BUILDING OFFICIAL. When reference is made to the duties of a certain official named within said Codes, that designated official of the City of Montgomery, Montgomery County, Texas, who has duties corresponding to those of the named official in the Codes shall be deemed the *Building Official* or his/her designee. The Building Official shall periodically review amendments to the International Codes, the National Electric Code, and other building codes, and may recommend adoption of such amendments to the City Council. The Building Official may also recommend other local amendments to the International Codes and National Electric Code. Local amendments to the International Codes and the National Electric Code shall be adopted by ordinance and shall control over any conflicting provisions of the International Codes and National Electric Code.

SECTION V.

BUILDING PERMIT PROCEDURES AND INSTRUCTIONS. The City Council hereby authorizes the Building Official to implement Building Permit procedures and instructions for construction of all buildings and structures in the City of Montgomery which are consistent with the Codes and this Ordinance.

SECTION VI.

PERMIT APPLICATION FORMS. The City Council hereby authorizes the Building Official to issue permits for all buildings and structures, mechanical, plumbing, and electrical installations which are consistent with the Codes and this Ordinance.

SECTION VII.

CRIMINAL PENALTIES.

- A. A person, firm or corporation violating any provision of this Ordinance shall be guilty of

a misdemeanor and upon conviction shall be punished by a fine of not more than \$500 for each act of violation, and each day of violation shall be considered a separate violation.

- B. In addition to proceeding under authority of this Ordinance, the City is entitled to pursue all other criminal and civil remedies to which it is entitled under authority of statutes or ordinances against a person continuing to violate this Ordinance.

SECTION VIII.

REPEALING CLAUSE. City Ordinances No. 2015-09, No. 2015-10, and No. 2015-11 and matters in said Codes and Appendixes which are contrary to existing Ordinances and Code of Ordinance of the City of Montgomery, Montgomery County, Texas, shall prevail and all other Ordinances in conflict are hereby repealed to the extent of any conflict.

SECTION IX.

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

SECTION X.

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

SECTION XI.

EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after September 1, 2019 as provided by law.

PASSED AND APPROVED by the City Council of the City of Montgomery, Texas, on the _____ day of February 2019.

THE CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

ATTEST:

Susan Hensley, City Secretary

APPROVED AS TO FORM:

Larry L. Foerster, City Attorney

Montgomery City Council
AGENDA REPORT

Meeting Date: February 26, 2019	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: Engineers memo
Date Prepared: February 21, 2019	

Subject

This as to consider a change order for the Baja water and drainage project being funded by CDBG grant funds

Description

The Engineer's memo explains the reasons for the change order are:

- (1) Traffic control is not included in the bid—an add of \$2,800
- (2) Emergency overnight repair to unmarked water line—an add of \$4,200
- (3) Redirection of the water line around the existing tree- an add of \$2,056.84

resulting in a total of \$9,056.84 for a total contract price from \$179,213.50 to \$188,000 \$270.34.

This grant was for \$325,000 with the construction amount of approximately 275,000—so there is adequate funding for this change order.

Recommendation

Approve the change order number one for the Baja water and drainage project.

Approved By

City Administrator	Jack Yates	Date: February 21, 2019
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1575 Sawdust Road, Suite 400
The Woodlands, Texas 77380
Tel: 281.363.4039
Fax: 281.363.3459
www.jonescarter.com

February 21, 2019

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

Re: Change Order No. 1
Water and Drainage Improvements on Dr. Martin Luther King Jr Drive and Baja Road

Dear Mayor and Council:

We received and recommend approval of Change Order No. 1 to the Water and Drainage Improvements on Dr. Martin Luther King Jr Drive and Baja Road contract. The contractor was required to provide traffic control per the specifications, but a line item for compensation for traffic control was not originally included in the bid. The contractor performed an emergency overnight repair at his expense to a 6" waterline that the City did not previously have of record, that was damaged during construction. The contractor was also required to provide 8" ductile iron bends to redirect the waterline around an existing tree. The construction plans indicated the waterline was to be deflected around the tree, but during construction, it was determined that 45° bends would need to be installed to minimize impact to adjacent properties and potential damage to the tree.

The contractor is requesting an additional \$9,056.84 for these services. We have reviewed this cost and find it to be in accordance with standard costs for these types of work. The contractor is also requesting an additional 10 days to be added to the contract period of performance to account for rain delays experienced between December 1, 2018 and February 9, 2019. Therefore, we recommend granting the contractor \$9,056.84 and 10 days to the contract amount to complete the work.

The new contract amount is \$188,270.34 and the new contract end date is February 8, 2019.

As always, should you have any questions or need any additional information, please do not hesitate to contact Katherine Vu or me.

Sincerely,

A handwritten signature in blue ink that reads 'Chris Roznovsky'.

Chris Roznovsky, PE
Engineer for the City

CVR/kmv

K:\W5841\W5841-0900-00 General Consultation\Correspondence\Letters\2019\MEMO to Council RE Baja and MLK Water and Drainage Improvements Change Order No. 1.doc

Enc: A505 – Change Order No. 1

Cc (via email): Mr. Jack Yates – City of Montgomery, City Administrator
Ms. Susan Hensley – City of Montgomery, City Secretary
Mr. Larry Foerster – Darden, Fowler & Creighton, LLP, City Attorney



Construction Contract Change Order

A505

Grant Recipient: City of Montgomery Select: City County
 Contract No.: 7217320 Change Order No.: 1 Region: HGAC

Contractor:

Engineer:

Boretex, LLC.
902 Neans Drive
Austin, TX 78758

Jones & Carter, Inc.
1575 Sawdust Road, Suite 400
The Woodlands, TX 77380

Select Change Order Type(s): Change to Existing Line Items New Items Requested Change in Contract Duration

New Items Requested (Items WITHOUT a unit price in the original bid)

Provide explanation below (attach separate documentation as appropriate).

Offset of waterline to avoid removal of existing trees, addition of traffic control items for safety, after hours repair of unmarked existing waterline that was not known to exist before construction.

Bid Item #	Item Description	Original Qty.	Proposed Qty.	UOM	Unit Price	Δ Qty.	Change in Contract Price	
NA	Traffic Control	0	1	LS	\$2,800.00	1	\$2,800.00	+
NA	Repair 6" Waterline	0	1	LS	\$4,200.00	1	\$4,200.00	+
NA	8" Ductile Iron MJ 45 Degree Ben	0	4	EA	\$514.21	4	\$2,056.84	+
Contract New Item Sub-Total:							\$9,056.84	

Change in Contract Duration

Provide explanation below (attach separate documentation as necessary).

Addition of 10 days due to weather delays on project from December 1, 2018 through February 9, 2019

Original Contract End Date: 1/29/2019
 Net change of previous Change Orders (days):
 Increase/Decrease of this Change Order (days): 10
 Change Order Contract End Date 2/8/2019

Justification for Change

	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Effect on operation and maintenance costs:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the TCEQ clearance still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearances still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Change Order Summary

Original Contract Price:	\$179,213.50	Original Contract End Date:	1/29/2019
Net Previous Change Order(s):	\$0.00	Net change of previous Change Orders (days):	
This Net Change Order:	\$9,056.84	Increase/Decrease of this Change Order (days):	10
New Contract Price:	\$188,270.34	Change Order Contract End Date	2/8/2019
Cumulative % Change:	5.054%		

NOTE: Change orders for an increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase of 25% or more.

Grant Recipient Approval (REQUIRED)

Authorized Signature	Date
Authorized Signatory's Name and Title	

Engineer's Recommendation

<i>Chris Reynolds</i>	2/21/19
Engineer's Signature	Date
Engineer's Name	

Contractor's Authorization

Contractor's Signature	Date
Contractor's Name and Title	

To receive an email copy of the TDA response, provide contact information below

Name	Email	+
		-

For TDA office use only

This Net Change Order:	\$9,056.84	Increase/decrease of this Change Order (days):	10
Net Change Order Approved:		Increase/decrease of this Change Order Approved:	
Approved Contract Amount:		Approved Contract Time:	

Notes:

Contract Specialist Signature	Date

Director Signature (optional)	Date

Montgomery City Council
AGENDA REPORT

Meeting Date: February 26, 2019	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: The Engineer Basic memo, Amendment No. 1 Text of Agreement, January 24 invoice including additional amount, January 2. Pay Request including Certificate of Construction completion and Certificate of Acceptance, E-mail from City Administrator giving intention to sign amended Agreement
Date Prepared: February 21, 2019	

Subject

This regards the increase of engineering fees requested from Jones/Carter. The net actual increase (after FEMA and the CDBG grant payments) to the City is \$7,255.69. with a total contract increase of \$39,500 from the original contract

Description

Attached is the Engineers memo regarding the proposed amendment to the original contract. On page 2 he explains the primary reasons for the increase which is: (1) due to the increased length of the project past the original contract period, (2) survey services rashly less than the estimated amount, and (3) construction materials testing came in 15,000 over the budget due to increased time once I then additional testing has been performed due to the delays.

The Amendment # One contract text is the same as the original contract except for the increase in fees.

The final pay request attached shows the Certificate of Construction Completion, the Certificate of Acceptance and shows the Revised Contract Amount.

The City has only paid the \$295,000 original contract amount.

Montgomery City Council
AGENDA REPORT

The email attached showing my intention to sign the amendment was based upon the net increase to the City expenses after FEMA and CDBG shares – however after sending the e-mail I thought better of it and realized that the \$39,500 total was the actual amount of the contract increase--- so I put the contract on the February 12th City Council agenda for Council approval.

Opinion—While I am one of the harshest contesters of Jones/Carter fees, I do feel that these fees are worthy of the increase for three reasons—

- (1) Everyone knows the time involved of working with FEMA on this project and the re-preparation of plans and numerous tough submittals to FEMA that are wrapped into this contract, and
- (2) the Net Cost to the City after FEMA share of increase is used is \$7,255.69, and
- (3) the City of Montgomery had a reduction in the contract amount by \$5,375 for liquidated damages due to the time overrun of the construction- to my mind- the extension of time caused by the contractor caused additional cost for the engineering also.

Recommendation

Approve the amendment # 1 to Engineering and Surveying Services Agreement for Buffalo Springs Drive Bridge Embankment Rehabilitation

Approved By

City Administrator	Jack Yates	Date: February 21, 2019
--------------------	------------	-------------------------

BASIC MEMO



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

February 21, 2019

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

Re: Amendment No. 1 to Engineering and Surveyor Services Agreement
Buffalo Springs Drive Bridge Embankment Rehabilitation
City of Montgomery

Dear Mayor and Council:

As you are aware, the Buffalo Springs Drive Bridge Embankment Rehabilitation project construction took considerably longer than the original contract period of performance (182% or 149 additional days). Due to this delay JC was required to spend considerably more time during construction phase of the project. This change has been discussed with City Staff over multiple months and a final decision was reached to make the change on January 24, 2019. Below is a summary of the changes we requested and the reasoning for each. Also, below is a summary of the actual engineering billed now that the project is complete. The actual billed number is \$10,477.62 less than the maximum compensation (\$334,500.00) in the amended contract.

The new proposed maximum compensation for engineering is \$334,500, up \$39,500 (13.4%) from the original \$295,000. (Note the final invoiced amount is \$324,022.38, a 9.8% increase. The remaining \$10,477.62 will not be billed to the City).

The source of funding for the entire engineering contract (maximum compensation amount of \$334,500) would be as follows:

Original Source of Engineering Funds:

FEMA (75%) -	\$221,250.00
CDBG (Per Contract) -	\$40,570.00
Local -	<u>\$33,180.00</u>
Total -	\$295,000.00

Amended Source of Engineering Funds (At Maximum Compensation):

FEMA (75%) -	\$250,875.00 (\$29,625 increase from original)
CDBG (Per Contract) -	\$40,570.00
Local -	<u>\$43,055.00</u> (\$9,875 increase from original)
Total -	\$334,500.00 (\$39,500 increase from original)



Engineering and Inspection:

We are proposing a \$47,500 (37%) increase to the engineering section of the contract. This is all for construction phase services, including contract administration and inspection. Due to the increased length of the project (149 days past the original construction contract period of performance for final completion) and the problems with the contractor, we were required to be onsite more, coordinate with the contractor more, and produce more pay estimates, etc. JC spent a total of 407.25 man hours for Construction Contract Administration and 481.5 man hours for inspection throughout the project duration.

Survey Services:

The cost for construction staking came in \$17,800 less than originally proposed (\$4,200 actual vs the \$22,000 original estimated) as we were required to stake the project only once and the contractor being able to work off of those stakes and did not need the additional staking.

Construction Materials Testing:

The actual cost for a sub-consultant to perform the construction materials testing for the project came in approximately \$15,000 over budget due to the increased time onsite and additional testing that had to be performed due to the delays. This is a pass-through cost that JC pays to the construction materials testing lab. JC does have a \$150 processing fee per invoice which accounts for a total of approximately \$1,950 for all 13 invoices (structural, environmental, geotechnical, and construction materials testing) for the project.

The above numbers are based on the amended contract as proposed that City Staff agreed to on January 24th. As I stated above, we have finished the project and the actual amount came in \$10,477.62 less than the above maximum compensation of \$334,500.00.

Below is a summary of the actual final changes for engineering, construction, and total project:

Engineering:

FEMA - \$243,016.69	(+\$21,766.69)
CDBG - \$40,570	(No Change)
Local - \$40,435.69	(+\$7,255.69)
Total - \$324,022.38	(+\$29,022.38)

Total construction (liquidated damages taken out):

FEMA - \$836,202.45	(+68,391.52)
CDBG - \$274,430.00	(+18,493.03)
Local - \$4,304.15	(+4,304.15)
Total - \$1,114,936.60	(+91,178.70)

Note: The liquidated damages (\$21,500) assessed to the contractor, reduced the City's share of construction by \$5,375.00 for a total of \$9,679.15. The reasoning for assessing the liquidated damages are for actual financial damages incurred by the City due to the delay in the construction contract. The additional engineering and testing time that was required due to the delay definitely falls into that category. The difference between the



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City's savings from charging the liquidated damages (\$5,375.00) and the City's share of the additional requested engineering (\$7,255.69) is **\$1,880.69.**

Total Project (Engineering and Construction):

FEMA - \$1,079,219.14 (+90,158.21)
 CDBG - \$315,000.00 (+18,493.03)
 Local - \$44,739.84 (+11,559.84)
 Total - \$1,438,958.98 (+120,211.08)

The City's total share of the \$1,438,958.98 project cost is 3.1% or \$11,559.84.

I have attached a copy of the email from the City Administrator from January 24th approving the revised contract, our final engineering invoice that has been provided to GrantWorks and FEMA per the City Administrator's direction, and the final construction pay estimate for reference.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Chris Roznovsky, PE
 Engineer for the City

CVR/kmv

K:\W5841\W5841-0900-00 General Consultation\Correspondence\Letters\2019\MEMO to Council RE Bridge Engineering 022119.doc

- Enclosures: Amendment No. 1 to Engineering and Surveyor Service Agreement
 Final Engineering Invoice (Invoice No. 0278053)
 Pay Estimate No. 11 and Final
 City Administrators Email Approval of Amendment No. 1
- cc/enc (via email): Mr. Jack Yates – City of Montgomery, City Administrator
 Ms. Susan Hensley – City of Montgomery, City Secretary
 Mr. Larry Foerster – Darden, Fowler & Creighton, City Attorney
 Mr. Mike Muckleroy – City of Montgomery, Public Works Director

Amendment No. 1, Text

**ENGINEERING AND SURVEYOR SERVICES AGREEMENT
AMENDMENT NO. 1**

**PART I
AGREEMENT**

THIS AGREEMENT, entered into this _____ day of January, 2019 by and between the CITY OF MONTGOMERY, hereinafter called the "City", acting herein by Jack Yates, City Administrator hereunto duly authorized, and JONES & CARTER, INC. hereinafter called "Firm," acting herein by Joshua P. Lee, PE, Vice President. **THIS AGREEMENT, replaces the previous agreement dated the 22 of March, 2018 in its entirety.**

WITNESSETH THAT:

WHEREAS, the City of Montgomery desires to implement the following: Buffalo Springs Drive Bridge Embankment Rehabilitation Project under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and

WHEREAS, the City desires to engage the Firm to render certain engineering and surveying services in connection with the TxCDBG Project, Contract Number 7217037.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services - The Firm will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Firm shall commence on February 14, 2017. In any event, all of the services required and performed hereunder shall be completed no later than the ending date of the City's contract with the TDA.
3. Local Program Liaison - For purposes of this Agreement, the City Administrator or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to close out the City's TxCDBG contract with TDA.
5. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **\$334,500.00**. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

The maximum amount of reimbursement paid from the Grant is not to exceed \$40,570. The remaining funds will come from FEMA and City funds.

7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Montgomery County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
9. Extent of Agreement - This Agreement, which includes Parts I-V represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

CITY:

City of Montgomery, Texas

BY: _____

Jack Yates
City Administrator

Date: _____

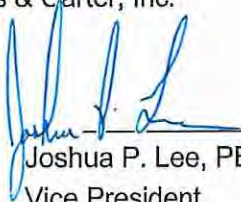
Attest: _____

Susan Hensley
City Secretary

FIRM:

Jones & Carter, Inc.

BY: _____


Joshua P. Lee, PE
Vice President

Date: 1/24/19

Attest:  _____

Chris Roznovsky, PE
Engineer for the City

PART II
SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:

SCOPE OF SERVICES

1. Attend preliminary conferences with the City/County regarding the requirements of the project.
2. Assist City in coordination with FEMA to obtain approval for funding including performing additional analysis and evaluations as required.
3. Determine necessity for acquisition of any additional real property/easements/rights-of-way (ROWs) for the TxCDBG project and, if applicable, furnish to the City:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
4. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
5. Prepare railroad/highway permits.
6. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled council's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
7. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
8. Prepare bid packet/contract documents/advertisement for bids. At the time, the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
9. Ensure 10-day call to confirm prevailing wage decision.
10. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
11. Conduct bid opening and prepare minutes.
12. Tabulate, analyze, and review bids for completeness and accuracy.
13. Ensure construction contractor's eligibility verification through www.SAM.gov is accomplished.
14. Conduct pre-construction conference and prepare copy of report/minutes.
15. Issue Notice to Proceed to construction contractor.
16. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
17. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.

18. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
19. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
20. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City and the Firm and submit to TDA for approval prior to execution with the construction contractor.
21. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
22. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
23. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
24. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by TDA, unless State or local law provides otherwise.
25. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
26. Conduct interim/final inspections.
27. Revise contract drawings to show the work as actually constructed, and furnish the City/County with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City/County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.

2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be affected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance

programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.

9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
 2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
 3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City/County under applicable state or federal law.
 4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.
-

**PART III –
PAYMENT SCHEDULE**

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Completion of Topographic Survey	20%
• Approval of Preliminary Engineering Plans and Specifications by City.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	20%
• Completion of bid advertisement and contract award.	10%
• Construction 50% Complete.	10%
• Construction Complete Prior to Final Inspection	10%
• Final Inspection, Submittal of Record Drawings, and Acceptance by the City.	10%
Total	100%

BASIC SERVICES

1. The Firm shall provide basic services including preliminary design, design, construction administration, and field project representation. The payment for these BASIC SERVICES shall be paid as a lump sum of **one hundred and seventy-six thousand and No/100 Dollars (\$176,000)**.
2. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.

ADDITIONAL SERVICES

1. The Firm shall be reimbursed the actual costs of additional services including:
 - a. Coordination with FEMA
 - b. Analysis and evaluations required by FEMA
 - c. Coordination with CDBG
 - d. Other additional engineering services not listed in the scope of work above.

Actual costs shall be based upon the enclosed schedule of hourly rates. All fees for additional services not exceed a total of fifty thousand and No/100 Dollars (\$50,000.00).

2. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.

SURVEYING SERVICES

1. The Firm shall be reimbursed the actual costs of topographic surveying and construction staking services based upon the enclosed schedule of hourly rates (Exhibit 2). All fees for surveying shall not exceed a total of **twenty-six thousand, five hundred and No/100 Dollars (\$26,500.00)**.
2. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.

SPECIAL SERVICES

1. The Firm shall be reimbursed the actual costs of necessary geotechnical investigation and materials testing based on itemized billing statements from the independent testing laboratory, plus a \$150.00 processing fee per invoice. **All fees for testing shall not exceed a total of sixty-one thousand and No/100 Dollars (\$61,000.00).**
2. The Firm shall be reimbursed the actual costs of necessary structural engineering and environmental sub consultant fees based on billing statements from the sub consultants, plus a \$150.00 processing fee per invoices. **All fees for testing shall not exceed a total of twenty-one thousand and No/100 Dollars (\$21,000.00)**
2. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
3. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.



PART IV
TERMS AND CONDITIONS

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

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

2. Termination for Convenience of the City.

City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement.

To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

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

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

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

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

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
 - a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.
13. Debarment and Suspension (Executive Orders 12549 and 12689)

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

Federal Civil Rights Compliance.

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

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

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
 18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 19. Reporting Requirements - The Firm shall comply with the requirements and regulations pertaining to reporting (24 CFR 85.36 (i) (7)).

20. Patent Rights - The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (24 CFR 85.36 (i) (8)).
21. Copyrights and Rights in Data - The Firm shall comply with the requirements and regulations pertaining to copyrights and rights in data. (24 CFR 85.36 (i) (9)).
22. Energy Efficiency - The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).
23. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

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

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

h. The Firm shall follow the City's Section 3 plan.

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)

The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

25.

PART V
PROJECT TIME SCHEDULE
ENGINEERING AND SURVEYOR
PROFESSIONAL SERVICES

Activity to be Completed by Date Specified	Milestone Date
City of Montgomery's Contract Start Date	2/14/2017
Engineering Contract Executed	3/15/2017
Topographic Survey Completed	4/16/2017
Plans and Specifications Completed	9/30/2017
Plans and Specifications Submitted for Approval (As Required per TxCDBG Project Implementation Manual)	9/30/2017
Wage Rate 10-Day Confirmation	10/30/2017
Construction Contract Awarded and Executed	12/12/2017
Construction – 50% TxCDBG Project Complete	3/30/2018
Construction – 75% TxCDBG Project Complete	5/15/2018
Construction – 90% TxCDBG Project Complete	6/15/2018
Construction & Final Inspections Completed	7/2/2018
City of Montgomery's Contract End Date	11/30/2018

Exhibit 1.

MONTHLY STATUS REPORT

Grant Recipient: _____

Date Submitted: _____

Grant No.: _____

Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name

Date Cleared by Grant Administrator

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**This report may be e-mailed or faxed to the Grant Recipient*



Jan. 24th

INVOICE Including Additional Amount

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

January 24, 2019

Mr. Jack Yates
 City of Montgomery
 101 Old Plantersville Road
 Montgomery, TX 77316

Re: Construction of Buffalo Springs Drive Bridge Embankment Repair
 Jones|Carter Invoice No. 278053
 City of Montgomery
 TIN No. 74-2063592

Dear Mr. Yates:

Enclosed is Invoice No. 278053 from Jones & Carter, Inc. for the referenced project for professional engineering services provided from December 1, 2018 to January 18, 2019, in the amount of \$49,358.25. Detailed descriptions are included on the invoice describing the work completed during the subject period.

Table No. 1 below provides a summary of the source of funding for this invoices and Table No. 2 shows funding to date

Table No. 1 – Sources of Funding

<u>Source</u>	<u>Original Contract Amount</u>	<u>Amended Contract Amount</u>	<u>Previous Invoices</u>	<u>Current Invoice⁽¹⁾</u>
FEMA ⁽³⁾	\$221,250.00	\$250,875.00	\$205,998.10	\$37,018.69
Texas CDBG ⁽⁴⁾	\$40,570.00	\$40,570.00	\$36,513.00 ⁽⁵⁾	\$4,057.00
Local Funds	\$33,180.00	\$43,055.00	\$32,153.03	\$8,282.56
Total Amount	\$295,000.00	\$334,500.00	\$274,664.13	\$49,358.25

Table No. 1 – Sources of Funding for Total Engineering

<u>Source</u>	<u>Amended Contract Amount</u>	<u>Source of Paid Funds</u>	<u>Source of Funds for Outstanding Invoices⁽¹⁾</u>	<u>Balance⁽²⁾</u>
FEMA ⁽³⁾	\$250,875.00	\$193,352.25	\$49,664.44	\$7,858.31
Texas CDBG ⁽⁴⁾	\$40,570.00	\$28,399.00 ⁽⁵⁾	\$12,171.00	\$0.00
Local Funds	\$43,055.00	\$36,051.88	\$4,383.81	\$2,619.31
Total Amount	\$334,500.00	\$257,803.13	\$66,219.25	\$10,477.62

Notes:

1. Amount due from each entity necessary to fund outstanding invoices, including current invoice.
2. Amount remaining in current engineering contract. There is a balance remaining due to lower actual Additional Engineering Services billed. The remaining contract amount will not be billed.
3. 75% of total engineering fees.
4. Engineering fees up to \$40,570.00.
5. 100% of Grant amount per Part III of current engineering contract.

We recommend payment in the total amount of \$37,018.69 to be sent to the City from FEMA and \$4,057.00 to be sent to the City from the Texas CDBG Fund.

Should you have any questions or need additional information, please do not hesitate to let us know.

Sincerely,



Chris Roznovsky, PE
Engineer for the City

CVR/kmv

K:\W5841\W5841-0025-00 Buffalo Springs Bridge Embankment Rehab\Project Management\Correspondence\Invoice Cover Letter - January 2019.docx

Enclosure: Invoice No. 278053

Cc(via email): Ms. Cathy Branco - Municipal Accounts & Consulting, LP
Ms. Susan Hensley - City of Montgomery, City Secretary
Ms. Rachel Nolley - GrantWorks
Ms. Meghan Hicks - CohnReznick, LLP



JONES | CARTER

6330 West Loop South, Suite 150
Bellaire, Texas 77401

Invoice Total \$49,358.25

January 24, 2019
Project No: W5841-0025-00
Invoice No: 00278053

City of Montgomery, Texas
Attn: Accounting
P.O. Box 708
Montgomery, TX 77356

PLEASE NOTE OUR REMIT INFO	
REMIT ADDRESS:	ACH INFORMATION:
Jones & Carter, Inc.	BB&T
P.O. Box 95562	Account #: 1440002564231
Grapevine, TX 76099-9708	Routing #: 111017694
Please send remittance advice to: AccountsReivable@jonescarter.com	
Payment Terms: Due upon Receipt	

Project W5841-0025-00 Buffalo Springs Bridge Embankment Rehab
Services include construction phase services including coordination with the contractor regarding construction completion; preparation of Pay Estimate No. 11; additional services including preparation of close-out documents. This invoice also includes additional construction phase services and field project representation per Amendment No.1 to the contract.

Professional Services from December 1, 2018 to January 18, 2019

Task	300	Construction Phase Services			
Total Fee			46,500.00		
Percent Complete		100.00	Total Earned	46,500.00	
			Previous Fee Billing	22,275.00	
			Current Fee Billing	24,225.00	
			Total Fee		24,225.00

Task	400	Additional Services			
Function	02	CDBG Coordination			
			Hours	Rate	Amount
		Senior Project Engineer	.25	175.00	43.75
		Totals	.25		43.75
		Total Labor			43.75

Function	03	FEMA Coordination			
			Hours	Rate	Amount
		Professional Engineer III	.50	185.00	92.50
		Totals	.50		92.50
		Total Labor			92.50

Task	600	Field Project Representation			
Total Fee			43,500.00		
Percent Complete		100.00	Total Earned	43,500.00	
			Previous Fee Billing	20,000.00	
			Current Fee Billing	23,500.00	
			Total Fee		23,500.00

Task	800	Reimbursable Expenses			
------	-----	-----------------------	--	--	--

Geotech/Testing/Lab Consult				
12/11/2018	Terracon Consultants, Inc.	Inv TB40991	1,497.00	
	Total Consultants			1,497.00
TOTAL THIS INVOICE				<u><u>\$49,358.25</u></u>

Outstanding Invoices

Number	Date	Balance
00273904	10/17/2018	4,983.00
00275337	11/13/2018	5,008.75
00277286	12/19/2018	6,869.25
Total		16,861.00

Billing Backup

Thursday, January 24, 2019

JONES & CARTER, INC.

Invoice 00278053 Dated 1/24/2019

4:11:30 PM

Project	W5841-0025-00	Buffalo Springs Bridge Embankment Rehab
Task	400	Additional Services
Function	02	CDBG Coordination

			Hours	Rate	Amount
Senior Project Engineer					
Roznovsky, Christopher	12/11/2018	Follow up on close out document	.25	175.00	43.75
Totals			.25		43.75
Total Labor					43.75
Total this Function					\$43.75

Function	03	FEMA Coordination
----------	----	-------------------

			Hours	Rate	Amount
Professional Engineer III					
Roznovsky, Christopher	1/9/2019	HMP vs. Non Question on Pay Estimate	.50	185.00	92.50
Totals			.50		92.50
Total Labor					92.50
Total this Function					\$92.50
Total this Task					\$136.25

Task	800	Reimbursable Expenses
------	-----	-----------------------

Geotech/Testing/Lab Consult					
AP 00169318	12/11/2018	Terracon Consultants, Inc. / Invoice: TB40991, 12/3/2018		1,497.00	
Total Consultants				1,497.00	1,497.00
Total this Task					\$1,497.00
Total this Project					\$1,633.25
Total this Report					\$1,633.25

FINAL PAY REQUEST



JONES | CARTER

SHOWING

Certificate of Construction
Completion
and

Certificate of Completion

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

January 2, 2019

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

Re: Construction of Buffalo Springs Drive Bridge Embankment
Repair City of Montgomery
TIN No. 74-2063592

Dear Mayor and Council:

Enclosed is Progress Payment Request No. 11 & Final from Glenn Fuqua, Inc. for the referenced project. The estimate is in order and we recommend payment in the amount of \$63,406.18 to Glenn Fuqua, Inc.

Table No. 1 below provides a summary of the source of funding for this project.

Table No. 1 – Sources of Funding

<u>Source</u>	<u>Original Contract Amount</u>	<u>Revised Contract Amount⁽⁵⁾</u>	<u>Previous Pay Request</u>	<u>Current Pay Request⁽¹⁾</u>	<u>Balance⁽²⁾</u>
FEMA ⁽³⁾	\$767,810.93	\$836,202.45	\$788,647.82	\$47,554.63	\$0.00
Texas CDBG ⁽⁴⁾	\$255,936.97	\$274,430.00	\$262,882.60	\$11,547.40	\$0.00
Local Funds	\$0.00	\$4,304.15	\$0.00	\$4,304.15	\$0.00
Total Amount	\$1,023,747.90	\$1,114,936.60	\$1,051,530.42	\$63,406.18	\$0.00

Notes:

1. Amount due from each entity necessary to fund current pay request.
2. Amount available to pay balance of current construction contract amount.
3. 75% of total construction costs.
4. 25% of total construction costs up to \$274,430.00.
5. Less \$21,500.00 in Liquidated Damages.

At this time, we recommend the City to submit Pay Request No. 11 & Final - REVISED to FEMA and TxCDBG. We recommend payment in the amount of \$47,554.63 to be sent to the City from FEMA, and payment in the amount of \$11,547.40 to be sent to the City from TxCDBG.



Also enclosed is Construction Progress Report No. 11 & Final Pay Estimate, which is submitted in accordance with Texas Commission on Environmental Quality Rule No. 293.62. This report covers construction activities for the referenced project during the period November 1, 2018 to November 30, 2018.

You will also find your copies of the Contractor's Affidavits of Bills paid, Affidavit of Guarantee and the Certificate of Construction Completion, and our Certificate of Substantial Completion. Copies of the Certificate of Acceptance will be forwarded to you under separate cover, and we will distribute copies for your records after approval and execution.

Sincerely,

A handwritten signature in blue ink that reads 'Chris Roznovsky'.

Chris Roznovsky, PE
Engineer for the City

CVR/

K:\W5841\W5841-0025-00 Buffalo Springs Bridge Embankment Rehab\3 Construction Phase\Pay Estimates\W5841-0025-00 Current Estimate.docx

Enclosure

cc: Glenn Fuqua, Inc.

Ms. Cathy Branco – Municipal Accounts & Consulting, LP (cc via email)

Mr. Jack Yates – City of Montgomery, City Administrator (cc via email)

Ms. Susan Hensley – City of Montgomery, City Secretary (cc via email)

Mr. Larry Foerster – Darden, Fowler and Creighton, LLP, City Attorney (cc via email)

Ms. Rachel Nolley – GrantWorks (cc via email)

Ms. Meghan Hicks – CohnReznick, LLP (cc via email)



January 2, 2019

Construction Progress Report No. 11 & Final - REVISED
November 1, 2018 to November 30, 2018

Construction of Buffalo Springs Drive Bridge Embankment Repair
City of Montgomery
TIN No. 74-2063592

Contract:

- A. Contractor: Glenn Fuqua, Inc.
- B. Contract Date: December 22, 2017
- C. Authorization to Proceed: January 4, 2018 (215 Calendar Days)
- D. Completion Date: August 6, 2018
- E. Contract Time Used: 332 Calendar Days (154%)
- F. Impact Days Requested this Pay Period: 13, Impact Days Approved this Pay Period: 13
- G. Impact Days Approved to Date: 35, Change Order Days: 35

I. General

Contractor has completed the project. Final quantities have been adjusted.

II. Change Orders

Change order No. 3 was issued in this Report.

III. Completion Report

A. Estimated Cost as of this Report Period

1.	Contract Bid Price	\$ 1,023,747.90
2.	Change Orders	\$ 112,688.70
3.	Total Estimated Contract Price	\$ 1,114,936.60
4.	Liquidated Damages	\$ (21,500.00)

B. Actual cost as of this Report \$ 1,114,936.60

C. Amount Retained \$ 0.00

D. Total Paid Contractor \$ 1,114,936.60

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

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

IV. Frequency of Observation

A. Field Representative - Periodically, on-site daily

B. Engineer Observation - Once weekly, on-site

V. Problems

None this Report.



OWNER: City of Montgomery
 PROJECT: Construction of Buffalo Springs Drive Bridge Embankment Repair
 JOB NO. : W5841-0025-00
 CONTRACTOR: Glenn Fuqua, Inc.

PROGRESS PAYMENT NO. 11 & Final - REVISED

CONTRACT DATES		
	FROM	TO
ORIGINAL	04-Jan-18	02-Jul-18
REVISED	04-Jan-18	06-Aug-18
THIS EST.	01-Nov-18	30-Nov-18

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Move-in and start-up, including performance and payment bonds for 100 percent (100%) of the contract amount.	L.S.	1.0	\$125,000.00	0.0%	\$0.00	100.0%	\$125,000.00	100.0%	\$125,000.00	100.0%
2	Site preparation of project area, including clearing and grubbing, removal of trees per plans, stripping of top six inches (6") depth of topsoil and removal of vegetation, as directed by Engineer. All material removed shall become the property of the Contractor and shall be disposed of offsite in a legal manner.	L.S.	1.0	\$7,500.00	0.0%	\$0.00	100.0%	\$7,500.00	100.0%	\$7,500.00	100.0%
3	Removal and Disposal of Existing Concrete Slope Paving (All Thicknesses). All material removed shall become the property of the Contractor and shall be disposed of offsite in a legal manner.	S.Y.	1,222.0	\$7.50	0.0	\$0.00	1,222.0	\$9,165.00	1,222.0	\$9,165.00	100.0%
4	Removal and Disposal of Existing Wooden Bulkhead. All material removed shall become the property of the Contractor and shall be disposed of offsite in a legal manner.	L.F.	300.0	\$15.00	0.0	\$0.00	300.0	\$4,500.00	300.0	\$4,500.00	100.0%
5	Removal and Disposal of Displaced Material on Side Slopes. All material removed shall become the property of the Contractor and shall be disposed of offsite in a legal manner. For payment, the removal shall be based on the area outside of the proposed bulkheads.	C.Y.	1,557.0	\$10.00	0.0	\$0.00	1,557.0	\$15,570.00	1,557.0	\$15,570.00	100.0%



OWNER: City of Montgomery				PROGRESS PAYMENT NO. 11 & Final - REVISED				CONTRACT DATES				
PROJECT: Construction of Buffalo Springs Drive Bridge Embankment Repair								FROM	TO			
JOB NO. : W5841-0025-00								ORIGINAL	04-Jan-18	02-Jul-18		
CONTRACTOR: Glenn Fuqua, Inc.								REVISED	04-Jan-18	06-Aug-18		
								THIS EST.	01-Nov-18	30-Nov-18		
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT		
6	Removal and Disposal of Displaced Material in Channel Bottom. All material removed shall become the property of the Contractor and shall be disposed of offsite in a legal manner. For payment, the removal shall be based on the area in between the proposed bulkheads. ***Change Order No. 1***	C.Y.	4,387.0	\$10.00	0.0	\$0.00	4,387.0	\$43,870.00	4,387.0	\$43,870.00	100.0%	
7	Removal and Disposal of Existing Cement Stabilized Sand. All material removed shall become the property of the Contractor and shall be disposed of offsite in a legal manner.	C.Y.	104.0	\$10.00	0.0	\$0.00	104.0	\$1,040.00	104.0	\$1,040.00	100.0%	
8	Removal and Disposal of Existing Reinforced Concrete Approach Slabs on North and South Sides of Bridge. All material removed shall become the property of the Contractor and shall be disposed of offsite in a legal manner.	S.Y.	134.0	\$18.00	0.0	\$0.00	134.0	\$2,412.00	134.0	\$2,412.00	100.0%	
9	Removal and Disposal of Existing Subgrade underneath Reinforced Concrete Approach Slabs on North and South Sides of Bridge. All material removed shall become the property of the Contractor and shall be disposed of offsite in a legal manner.	C.Y.	45.0	\$20.00	0.0	\$0.00	45.0	\$900.00	45.0	\$900.00	100.0%	



OWNER: City of Montgomery		PROGRESS PAYMENT NO. 11 & Final - REVISED								CONTRACT DATES	
PROJECT: Construction of Buffalo Springs Drive Bridge Embankment Repair				ORIGINAL		FROM		TO			
JOB NO. : W5841-0025-00				REVISED		04-Jan-18		02-Jul-18			
CONTRACTOR: Glenn Fuqua, Inc.				THIS EST.		01-Nov-18		06-Aug-18			
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
10	Removal and Disposal of Existing Metal Traffic Rail, posts, and associated items. Reusable (undamaged) portions of the rail shall be delivered to the City of Montgomery Public Works Yard. The City of Montgomery reserves the right to deny any portions of the rail that are unacceptable which shall be determined by the Engineer prior to delivery. All unusable or denied portions shall become the property of the Contractor and shall be disposed of offsite in a legal manner.	L.F.	513.0	\$8.00	0.0	\$0.00	513.0	\$4,104.00	513.0	\$4,104.00	100.0%
11	Removal and Disposal of Existing HMAC (All Thicknesses) on North and South Sides of Bridge. All material removed shall become the property of the Contractor and shall be disposed of offsite in a legal manner. Contractor shall sawcut a smooth consistent edge of existing pavement to ensure proper connection of proposed pavement.	S.Y.	320.0	\$8.00	0.0	\$0.00	320.0	\$2,560.00	320.0	\$2,560.00	100.0%
12	Mill 4 feet of existing HMAC north and south of removed portions of HMAC for future transition, complete in place.	S.Y.	26.0	\$45.00	0.0	\$0.00	26.0	\$1,170.00	26.0	\$1,170.00	100.0%
13	Removal and Disposal of Existing Subgrade and Base Material, including but not limited to, existing concrete, cement stabilized sand, and gravel underneath HMAC on North and South Sides of Bridge. All material removed shall become the property of the Contractor and shall be disposed of offsite in a legal manner.	C.Y.	228.0	\$8.00	0.0	\$0.00	228.0	\$1,824.00	228.0	\$1,824.00	100.0%



OWNER: City of Montgomery				PROGRESS PAYMENT NO. 11 & Final - REVISED				CONTRACT DATES				
PROJECT: Construction of Buffalo Springs Drive Bridge Embankment Repair								FROM	TO			
JOB NO. : W5841-0025-00								ORIGINAL	04-Jan-18	02-Jul-18		
CONTRACTOR: Glenn Fuqua, Inc.								REVISED	04-Jan-18	06-Aug-18		
								THIS EST.	01-Nov-18	30-Nov-18		
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS	
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT		
14	Removal and Disposal of Existing 6" Sanitary Sewer Force Main. All material removed shall become the property of the Contractor and shall be disposed of offsite in a legal manner. Measurement and payment is based on horizontal (plan view) quantity.	L.F.	123.0	\$20.00	0.0	\$0.00	123.0	\$2,460.00	123.0	\$2,460.00	100.0%	
15	Import, Spread, and Compact Suitable Material for Backfill, complete in place.	C.Y.	1,600.0	\$15.00	0.0	\$0.00	1,600.0	\$24,000.00	1,600.0	\$24,000.00	100.0%	
16	Import, Spread, and Compact Cement Stabilized Sand for Slope Paving Backfill inside Top of Bank, complete in place. ***Change Order No. 2 ***	Ton	3,500.00	\$65.00	0.00	\$0.00	3,500.00	\$227,500.00	3,500.00	\$227,500.00	100.0%	
17	Install Reinforced Concrete Bulkhead as shown on plans, including concrete, rebar, weep hole drainage, complete in place.	L.F.	312.0	\$650.00	0.0	\$0.00	312.0	\$202,800.00	312.0	\$202,800.00	100.0%	
18	Install 6" Reinforced Concrete Slope Paving as shown on plans, including concrete, rebar, weep hole drainage, and toe walls, complete in place. Measurement and payment is based on horizontal (plan view) quantity.	S.Y.	1,925.0	\$43.00	0.0	\$0.00	1,925.0	\$82,775.00	1,925.0	\$82,775.00	100.0%	
19	Install 24" Concrete Rip Rap as shown on plans, including rip rap and geotextile, complete in place.	S.Y.	793.0	\$115.00	0.0	\$0.00	793.0	\$91,195.00	793.0	\$91,195.00	100.0%	
20	Install 48" Deep x 48" Wide Concrete Rip Rap as shown on plans, including rip rap and geotextile, complete in place.	S.Y.	67.0	\$175.00	0.0	\$0.00	67.0	\$11,725.00	67.0	\$11,725.00	100.0%	



OWNER: City of Montgomery				PROGRESS PAYMENT NO. 11 & Final - REVISED				CONTRACT DATES																																							
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21	36-inch RCP, ASTM C-76, Class III, all depths, (including bedding and backfill), complete in place.	L.F.	176.0	\$115.00	0.00	\$0.00	176.00	\$20,240.00	176.00	\$20,240.00	100.0%																																				
22	3'x2'-Reinforced Concrete Storm Sewer Box, ASTM C-1433 all depths, (including bedding and backfill), complete in place.	L.F.	41.0	\$205.00	0.0	\$0.00	41.0	\$8,405.00	41.0	\$8,405.00	100.0%																																				
23	54-inch RCP, ASTM C-76, Class III, all depths, (including bedding and backfill), complete in place.	L.F.	156.0	\$250.00	0.0	\$0.00	156.0	\$39,000.00	156.0	\$39,000.00	100.0%																																				
24	TxDOT Standard Safety End Treatment for 36 inch RCP, complete in place.	EA.	3.0	\$5,200.00	0.0	\$0.00	3.0	\$15,600.00	3.0	\$15,600.00	100.0%																																				
25	TxDOT Standard Safety End Treatment for 3'x2' Box, complete in place.	EA.	1.0	\$7,500.00	0.0	\$0.00	1.0	\$7,500.00	1.0	\$7,500.00	100.0%																																				
26	Type "C" manhole for 24"-42" pipe, standard depth (less than 12'), complete in place.	EA.	2.0	\$7,500.00	0.0	\$0.00	2.0	\$15,000.00	2.0	\$15,000.00	100.0%																																				
27	Type "C" manhole for 48"-72" pipe, standard depth (less than 12'), complete in place.	EA.	2.0	\$7,500.00	0.0	\$0.00	2.0	\$15,000.00	2.0	\$15,000.00	100.0%																																				
28	Extra depth type "C" manhole for 48"-72" pipe, greater than 12' depth, complete in place.	V.F.	24.0	\$125.00	0.0	\$0.00	24.0	\$3,000.00	24.0	\$3,000.00	100.0%																																				



OWNER: City of Montgomery			PROGRESS PAYMENT NO. 11 & Final - REVISED								CONTRACT DATES		
PROJECT: Construction of Buffalo Springs Drive Bridge Embankment Repair											FROM	TO	
JOB NO. : W5841-0025-00											ORIGINAL	04-Jan-18	02-Jul-18
CONTRACTOR: Glenn Fuqua, Inc.											REVISED	04-Jan-18	06-Aug-18
											THIS EST.	01-Nov-18	30-Nov-18
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS		
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT			
29	6-inch (6") Restrained Joint C-900 AWWA (DR18) Pressure Class 235, sanitary sewer force main as shown in plans (inc. connection to existing PVC pipe, fittings, bedding, backfill and testing), complete in place. Measurement and payment is based on horizontal (plan view) quantity.	L.F.	102.0	\$88.00	0.0	\$0.00	102.0	\$8,976.00	102.0	\$8,976.00	100.0%		
30	6-inch (6") welded steel sanitary sewer force main as shown in plans (inc. connection to existing welded steel pipe, linings, coatings, fittings, bedding, backfill and testing), complete in place. Measurement and payment is based on horizontal (plan view) quantity.	L.F.	21.0	\$105.00	0.0	\$0.00	21.0	\$2,205.00	21.0	\$2,205.00	100.0%		
31	Import, place, and compact cement stabilized backfill (TxDOT Specification Item 400) underneath proposed approach slab.	C.Y.	45.0	\$43.00	0.0	\$0.00	45.0	\$1,935.00	45.0	\$1,935.00	100.0%		
32	Installation of New Concrete Approach Slabs, including concrete, rebar, joints, and armour joint material, complete in place.	S.Y.	134.0	\$88.00	0.0	\$0.00	134.0	\$11,792.00	134.0	\$11,792.00	100.0%		
33	Import, place, and compact cement stabilized stabilized backfill (TxDOT Specification Item 400) underneath proposed crushed limestone base.	C.Y.	235.0	\$34.00	0.0	\$0.00	235.0	\$7,990.00	235.0	\$7,990.00	100.0%		
34	Import, Place, and Compact Crushed Limestone Base (TxDOT Spec. Item 247, Type A, Grade 1) underneath HMAc, complete in place.	S.Y.	418.0	\$21.00	0.0	\$0.00	418.0	\$8,778.00	418.0	\$8,778.00	100.0%		




OWNER: City of Montgomery			PROGRESS PAYMENT NO. 11 & Final - REVISED						CONTRACT DATES		
PROJECT: Construction of Buffalo Springs Drive Bridge Embankment Repair									ORIGINAL	04-Jan-18	02-Jul-18
JOB NO. : W5841-0025-00									REVISED	04-Jan-18	06-Aug-18
CONTRACTOR: Glenn Fuqua, Inc.									THIS EST.	01-Nov-18	30-Nov-18
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS
					QUANTIFY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
35	Installation of 2" HMAC (TxDOT Spec. Item 340, Type D), including the 4 feet of existing pavement milled, complete in place. ***Change Order No. 3 ***	S.Y.	934.0	\$21.40	508.0	\$10,871.20	426.0	\$9,116.40	934.0	\$19,987.60	100.0%
36	Install Metal W-Beam Guard Fence, Wood Post, (TxDOT Standard Bid Item 540 6001), complete in place.	L.F.	401.0	\$21.00	0.0	\$0.00	401.0	\$8,421.00	401.0	\$8,421.00	100.0%
37	Install Guard Rail Post Mow Strip (TxDOT Standard Bid Item 432 6045), complete in place.	C.Y.	20.6	\$205.00	0.0	\$0.00	20.6	\$4,223.00	20.6	\$4,223.00	100.0%
38	Install Metal Thrie-Beam Guard Fence Transition (TxDOT Standard Bid Item 540 6006), complete in place.	EA.	4.0	\$1,250.00	0.0	\$0.00	4.0	\$5,000.00	4.0	\$5,000.00	100.0%
39	Install Downstream Anchor Terminal Section (TxDOT Standard Bid Item 540 6016), complete in place.	EA.	2.0	\$610.00	0.0	\$0.00	2.0	\$1,220.00	2.0	\$1,220.00	100.0%
40	Install Guardrail End Treatment (TxDOT Standard Bid Item 544 6001), complete in place.	EA.	2.0	\$2,100.00	0.0	\$0.00	2.0	\$4,200.00	2.0	\$4,200.00	100.0%
41	Installation of 4" Yellow Thermoplastic Paint Traffic Stripes per plans, complete in place.	L.F.	227.0	\$1.50	0.0	\$0.00	227.0	\$340.50	227.0	\$340.50	100.0%
42	Installation of 4" White Thermoplastic Paint Traffic Stripes per plans, complete in place.	L.F.	454.0	\$1.50	0.0	\$0.00	454.0	\$681.00	454.0	\$681.00	100.0%
43	Regrade Existing Roadside Ditches, complete in place.	L.F.	262.0	\$5.00	0.0	\$0.00	262.0	\$1,310.00	262.0	\$1,310.00	100.0%



OWNER: City of Montgomery			PROGRESS PAYMENT NO. 11 & Final - REVISED								CONTRACT DATES		
PROJECT: Construction of Buffalo Springs Drive Bridge Embankment Repair											FROM	TO	
JOB NO. : W5841-0025-00											ORIGINAL	04-Jan-18	02-Jul-18
CONTRACTOR: Glenn Fuqua, Inc.											REVISED	04-Jan-18	06-Aug-18
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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS		
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT			
44	Hydromulch Seeding of Disturbed Areas including side slopes of channel, tops of banks, areas between pavement and slope paving, and roadside ditches for Turf Establishment. Contractor responsible for watering and possible reapplication to ensure 90% establishment of vegetation. ***Change Order No. 3 ***	Ac.	3.25	\$1,950.00	2.25	\$4,387.50	1.00	\$1,950.00	3.25	\$6,337.50	100.0%		
45	Anchored Sod (HCFC Specification 02922) along concrete and asphalt edges as directed by the Engineer, complete in place. ***Change Order No. 3 ***	S.Y.	0.0	\$5.00									
46	Traffic Control Plan per plans, including installation, maintenance, and removal, as directed by Engineer.	L.S.	1.0	\$2,500.00	0.0%	\$0.00	100.0%	\$2,500.00	100.0%	\$2,500.00	100.0%		
47	Stormwater Pollution Prevention, including installation, on-going inspections, and removal of all features per plans, complete in place.	L.S.	1.0	\$22,225.00	0.0%	\$0.00	100.0%	\$22,225.00	100.0%	\$22,225.00	100.0%		
48	Coffer Dam to insolate the work area within the channel during construction, including the installation and removal, complete in place.	EA.	2.0	\$2,500.00	0.0	\$0.00	2.0	\$5,000.00	2.0	\$5,000.00	100.0%		
49	Temporary Bypass Pumping for Channel, as needed, to ensure positive flow through work area, complete in place. ***Change Order No. 1 ***	Days	45.0	\$250.00	0.0	\$0.00	45.0	\$11,250.00	45.0	\$11,250.00	100.0%		
50	Temporary Bypass Pumping for Sanitary Sewer Force main across channel between existing lift stations, complete in place.	Days	30.0	\$250.00	0.0	\$0.00	30.0	\$7,500.00	30.0	\$7,500.00	100.0%		
51	Dewatering of channel embankment for utility installation as directed by the Engineer, complete in place. ***Change Order No. 1***	Days	35.0	\$250.00	0.0	\$0.00	35.0	\$8,750.00	35.0	\$8,750.00	100.0%		



OWNER: City of Montgomery		PROGRESS PAYMENT NO. 11 & Final - REVISED						CONTRACT DATES			
PROJECT: Construction of Buffalo Springs Drive Bridge Embankment Repair						FROM		TO			
JOB NO. : W5841-0025-00						ORIGINAL		04-Jan-18		02-Jul-18	
CONTRACTOR: Glenn Fuqua, Inc.						REVISED		04-Jan-18		06-Aug-18	
						THIS EST.		01-Nov-18		30-Nov-18	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
MATERIALS ON HAND											
					\$0.00		\$0.00		\$0.00		
TOTAL MATERIALS ON HAND											
			CHANGE ORDER PLUS/MINUS		VALUE	DAYS					
			Change Order No. 001		\$14,430.00	22					\$14,430.00
			Change Order No. 002		\$84,500.00	0					\$84,500.00
			Change Order No. 003		\$13,758.70	13					\$13,758.70
			Liquidated Damages		(\$21,500.00)						(\$21,500.00)
TOTAL CONTRACT MODIFICATIONS											
											\$91,188.70
			Subtotal (Line Items)		\$15,258.70		\$1,121,177.90			\$1,136,436.60	
			Liquidated Damages		(\$21,500.00)		\$0.00			(\$21,500.00)	
			Subtotal (Materials on Hand/Line Items)		(\$6,241.30)		\$1,121,177.90			\$1,114,936.60	
13 Impact Days Requested this Pay Period			Less Retainage corrected from previous		\$0.00	(0%)	\$63,043.22			\$0.00	
			Retainage adjustment from Pay app 9		\$0.00		\$6,604.26			\$0.00	
13 Impact Days Approved this Pay Period			Total		(\$6,241.30)		\$1,051,530.42			\$1,114,936.60	
35 Impact Days Approved to Date			Less Previous Estimates							\$1,051,530.42	
35 Change Order Days			Due this Estimate							\$63,406.18	
116 Days Past Contract Completion			Orig. Contract Amount		\$1,023,747.90						
154% Complete by Time			Contract Modifications		\$91,188.70						
100% Complete by Value			Total Contract Amount		\$1,114,936.60						
			Construction Remaining		\$0.00						
			Amount Approved		\$63,406.18						
							APPROVED BY JONES CARTER				
							 BY: Chris Roznovsky, PE				

**CERTIFICATE OF SUBSTANTIAL COMPLETION FOR
CONSTRUCTION OF BUFFALO SPRINGS DRIVE BRIDGE EMBANKMENT REPAIR**

GLENN FUQUA, INC.

November 29, 2018

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

CONTRACTOR: Glenn Fuqua, Inc.
P.O. Box 589
Navasota, TX 77868

CONTRACT: Construction of Buffalo Springs Drive Bridge Embankment Repair

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

We recommend that the **CITY OF MONTGOMERY** issue **GLENN FUQUA, INC.** a Certificate of Acceptance of the Work, and that final payment be made to **GLENN FUQUA, INC.** We also recommend that the Contractor's guarantee period of 1 year begin October 31, 2018.



Sincerely,

A handwritten signature in black ink that reads "Rebekah L. Campbell". The signature is written in a cursive, flowing style.

Rebekah L. Campbell, PE, CFM



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

A709

Certificate of Construction Completion (COCC)

(Submit one for each Prime Construction Contract)

Grant Recipient: City of Montgomery TxCDBG Contract No: 7217037

This is to certify that all construction work has been completed and a final inspection of the project described below was conducted on the 29th day of November, 2018. Contract was entered into on the 4th day of January, 2018, between the City/County of Montgomery and Glenn Fuqua, Inc. for the Construction of Buffalo Bridge Drive Bridge Embankment.

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.
2. The sum of \$ 21,500.00 _____, has been deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from Davis-Bacon compliance.
3. All programmatic requirements have been met, all claims and disputes have been settled, all warranties have been received, and all liens have been released.
4. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work within a period of 12 months from this date, as provided in the Contract.
5. All bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

6.	Amount of Original Contract	\$ 1,023,747.90
	Cumulative Change Orders	\$ 112,688.70
	Final Amount of Contract	\$ 1,136,436.60
	Less Previous Payments	\$ 1,051,530.42
	Less Deductions (from #2 above)	\$ 21,500.00
	FINAL PAYMENT (Balance)	\$ 63,406.18

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

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

Chris Rogers
Engineer
Department Manager

Title
Jones/Carter
Firm

Daphne
Contractor
Vice President

Title
Glenn Fuqua, Inc.
Firm

Jack Yates
Chief Elected Official/Designee
City Administrator

Title
City of Montgomery
City

09/01/2018

CERTIFICATE OF ACCEPTANCE

Glenn Fuqua, Inc.
P.O. Box 589
Navasota, TX 77868

Re: Buffalo Springs Drive Bridge Embankment Repair

Gentlemen:

This is to certify that **CITY OF MONTGOMERY** accepts the subject project on the basis of the Certificate of Substantial Completion issued by our engineers, Jones|Carter, and understands that a guarantee shall cover a period of one (1) year beginning October 31, 2018.

CITY OF MONTGOMERY

By: _____

Jack Yates

K:\W5841\W5841-0025-00 Buffalo Springs Bridge Embankment Rehab\3 Construction Phase\Contract Documents\FINAL- Certificate of Completion.doc

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

OF
GUARANTEE

STATE OF TEXAS §

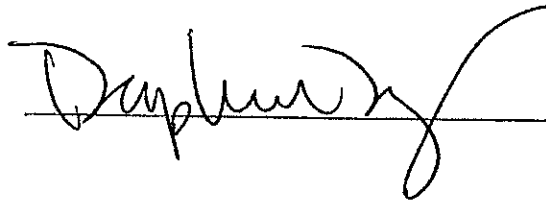
COUNTY OF MONTGOMERY §

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

I am DAPHNE DAY of GLENN FUQUA, INC. and have personal knowledge of the matter stated in this affidavit. GLENN FUQUA, INC. does hereby give notice to the Owner, CITY OF MONTGOMERY that work for the Owner, known as JC Job No. W5841-0025-00 Buffalo Springs Drive Bridge Embankment Repair has been substantially completed. In accordance with the provisions of paragraph 5.07 Guarantee, of the General Conditions of Agreements, GLENN FUQUA, INC. does hereby guarantee all of the work under the contract to be free from faulty materials and improper workmanship in every particular, and against injury from proper and usual wear; and agrees to replace or re-execute without cost to the Owner such work as may be found to be improper or imperfect, and to make good all damage caused to other work or materials due to such required replacement or recompletion of all work under this contract, as evidenced by the Engineer's Certificate of Substantial Completion.

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

DATE: 1-4-2019

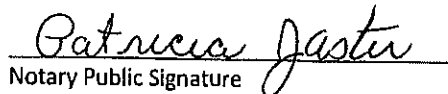


STATE OF TEXAS §

COUNTY OF GRIMES §

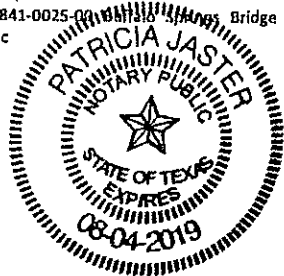
BEFORE ME, the undersigned, a Notary Public, in and for the State of Texas, on this day personally appeared, DAPHNE DAY known to me to be the person whose name subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of JANUARY, A.D., 2019.


Notary Public Signature

(Notary Seal)

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AFFIDAVIT
OF
BILLS PAID

STATE OF TEXAS §

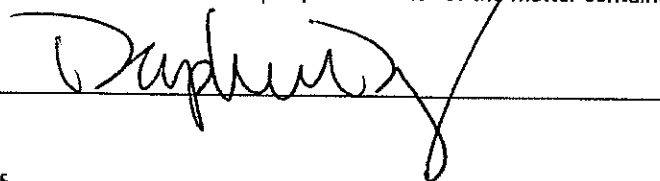
COUNTY OF MONTGOMERY §

Before me, a Notary Public in and for the State of Texas, on this day personally appeared DAPHNE DAY of well known to me to be the person making this affidavit, who, being by me first duly sworn and deposed did say:

I am DAPHNE DAY of GLENN FUQUA, INC. and have personal knowledge of the matter stated in this affidavit. GLENN FUQUA, INC. has paid all of the labor and material costs in connection with construction for CITY OF MONTGOMERY known as JC Job No. W5841-0025-00 Buffalo Springs Drive Bridge Embankment Repair, and as of this date, there are no unpaid bills for labor performed upon, or materials or supplies delivered to or used in connection with such job.

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

DATE: 1-4-2019

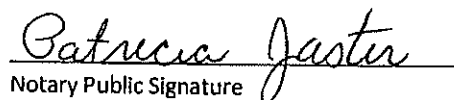


STATE OF TEXAS §

COUNTY OF GRIMES §

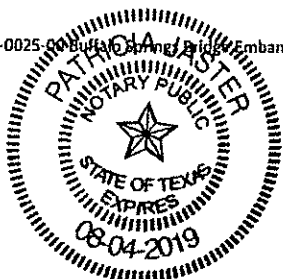
BEFORE ME, the undersigned, a Notary Public, in and for the State of Texas, on this day personally appeared, DAPHNE DAY known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of JANUARY, A.D., 2019.


Notary Public Signature

(Notary Seal)

K:\W5841\W5841-0025-00 Buffalo Springs Drive Embankment Rehab\3 Construction Phase\Contract Documents\FINAL- Certificate of Completion.doc



MEMO SHOWING CITY ADMINISTRATOR APPROVAL
OF CITY PORTION OF AMENDMENT NO. #1

Chris Roznovsky

From: Yates, Jack <jyates@ci.montgomery.tx.us>
Sent: Thursday, January 24, 2019 2:31 PM
To: Chris Roznovsky
Cc: Larry Foerster; Hensley, Susan; Rachel Nolley
Subject: Re: JC Amended Contract - Buffalo Springs Drive Bridge

Chris, Susan is off today and will be tomorrow also. I am the deputy city secretary and cannot attest my own signature. So, I will sign next Monday. But, the contract is fine, I approve and will sign.

Jack

On Thu, Jan 24, 2019 at 2:14 PM Chris Roznovsky <CRoznovsky@jonescarter.com> wrote:

Jack,

As we discussed, attached is the revised contract for the bridge based on our discussions.

We are revising our final invoice at this time to reflect the amended contract so we can provide to GrantWorks ASAP.

Please let me know if you have any questions.

Thanks,

Chris Roznovsky, P.E.
Department Manager

Municipal and District Services
croznovsky@jonescarter.com

JONES | CARTER

1575 Sawdust Road, Suite 400

The Woodlands, Texas 77380
Direct Telephone 713.389.1514

Cell Phone 281.796.3101

Telephone 281.363.4039 Ext. 1008

One Company. Unlimited Potential.™

www.jonescarter.com

Join our team!

Follow us for the latest industry news and company updates.



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Montgomery City Council
AGENDA REPORT

Meeting Date: February 26, 2019	Budgeted Amount:
Prepared By: Jack Yates City Administrator	Exhibits: 2018 Rate Chart, 2019 Proposed Rate Chart
Date Prepared: February 21, 2019	

Subject

This is an annual adjustment to the Jones and Carter Engineering firms rates.

Description

The City primarily uses;

Chris Roznovsky from \$170 per hour to \$185 per hour, a 5.5% increase

Katherine Vu from \$94 per hour \$100 per hour, a 6.0 % increase

Recommendation

Approve the proposed 2019 hourly rates as presented.

Approved By

City Administrator

Jack Yates

Date: February 21, 2019



2018 Rates

= 2019 rates

SCHEDULE OF HOURLY RATES February

Effective January 2018 - Subject to Annual Revision in January 2019

ENGINEERING PERSONNEL

Engineer I	\$ 88	12%	100
Engineer II	\$ 94	6%	100
Engineer III	\$107		
Engineer IV	\$115		
Engineer V	\$130		
Engineer VI	\$145		
Engineer VII	\$160		
Sr. Project Engineer	\$175	5.5%	185
Sr. Project Manager	\$200		
Division Manager	\$210		
Senior Manager/Regional Manager/Practice Leader	\$225		
Corporate Manager	\$250		

Katherine

Chris

ELECTRICAL ENGINEERING PERSONNEL

Electrical Engineer I	\$ 94
Electrical Engineer II	\$105
Electrical Engineer III	\$120
Electrical Engineer IV	\$130
Electrical Engineer V	\$140
Electrical Engineer VI	\$155
Electrical Engineer VII	\$170
Sr. Electrical Project Engineer	\$190
Sr. Electrical Project Manager	\$220

CONSTRUCTION PERSONNEL (Includes Mileage)

Project Representative I	\$ 53
Project Representative II	\$ 60
Project Representative III	\$ 70
Project Representative IV	\$ 85
Project Representative V	\$ 95
Project Representative Coordinator	\$100
Project Representative I – Treatment Facilities	\$ 75
Project Representative II – Treatment Facilities	\$ 85
Project Representative III – Treatment Facilities	\$100
Project Representative IV – Treatment Facilities	\$110
Project Representative V – Treatment Facilities	\$125
Project Representative VI – Treatment Facilities	\$135
Project Representative VII – Treatment Facilities	\$150
Construction Manager I	\$ 88
Construction Manager II	\$ 94
Construction Manager III	\$107
Construction Manager IV	\$115
Construction Manager V	\$130
Construction Manager VI	\$145
Construction Manager VII	\$160

mike

OFFICE PERSONNEL

Office Assistant	\$ 35
Engineer's Assistant I	\$ 45
Engineer's Assistant II	\$ 60
Engineer's Assistant III	\$ 75
Engineer's Assistant IV	\$ 86
Admin I	\$ 40
Admin II	\$ 50
Admin III	\$ 65
Admin IV	\$ 73
Admin V	\$ 85

Staff Assistant	\$ 90
Assistant Controller/ Chief Accountant	\$100
Corporate/Project Acct. I	\$ 70
Corporate/Project Acct. II	\$ 85

SURVEYING PERSONNEL

1-Person Field Crew	\$125
2-Person Field Crew	\$160
3-Person Field Crew	\$195
4-Person Field Crew	\$225
Scanner Equipment	\$100
Survey Technician I	\$ 60
Survey Technician II	\$ 75
Survey Technician III	\$ 95
Project Surveyor I	\$ 67
Project Surveyor II	\$ 80
Project Surveyor III	\$ 95
Project Surveyor IV	\$108
Chief of Survey Crews	\$100
Registered Prof. Land Surveyor	\$150
Survey Manager	\$175

DESIGNERS/DRAFTING PERSONNEL

CAD Operator I	\$ 44
CAD Operator II	\$ 52
CAD Operator III	\$ 62
CAD Operator IV	\$ 73
CAD Operator V	\$ 87
Designer I	\$ 84
Designer II	\$ 94
Designer III	\$100
Designer IV	\$110
Designer V	\$120
Designer VI	\$135
GIS Operator I	\$ 65
GIS Operator II	\$ 80
GIS Operator III	\$ 90
GIS Operator IV	\$110
GIS Operator V	\$125

18.8% 80

PLANNING PERSONNEL

Planner I	\$ 75
Planner II	\$ 90
Planner III	\$105
Planner IV	\$120
Planner V	\$150



~~February~~ **SCHEDULE OF HOURLY RATES**
Effective ~~January~~ 2019 - Subject to Annual Revision in January 2020

ENGINEERING PERSONNEL

Design Engineer I	\$100
Design Engineer II	\$120
Professional Engineer I	\$140
Professional Engineer II	\$160
Professional Engineer III	\$185
Professional Engineer IV	\$215
Professional Engineer V	\$230
Practice Leader	\$250

ELECTRICAL ENGINEERING PERSONNEL

Electrical Design Engineer I	\$110
Electrical Design Engineer II	\$130
Electrical Professional Engineer I	\$155
Electrical Professional Engineer II	\$170
Electrical Professional Engineer III	\$190
Electrical Professional Engineer IV	\$225
Electrical Professional Engineer V	\$240

CONSTRUCTION PERSONNEL (Includes Mileage)

Project Representative I	\$ 60
Project Representative II	\$ 85
Project Representative III	\$105
Project Representative I – Treatment Facilities	\$ 85
Project Representative II – Treatment Facilities	\$110
Project Representative III – Treatment Facilities	\$135
Construction Manager I	\$100
Construction Manager II	\$120
Construction Manager III	\$140
Construction Manager IV	\$160
Construction Manager V	\$185

SOFTWARE ENGINEER

Software Engineer I	\$120
Software Engineer II	\$185
Software Engineer III	\$230

PLANNING PERSONNEL

Planner I	\$ 90
Planner II	\$120
Planner III	\$150

DESIGNERS/DRAFTING PERSONNEL

CAD Operator I	\$ 55
CAD Operator II	\$ 75
CAD Operator III	\$ 95
Designer I	\$ 95
Designer II	\$115
Designer III	\$135
GIS Operator I	\$ 80
GIS Operator II	\$105
GIS Operator III	\$140

SURVEYING PERSONNEL

1-Person Field Crew	\$125
2-Person Field Crew	\$170
3-Person Field Crew	\$205
4-Person Field Crew	\$235
Scanner Equipment	\$100
Survey Technician I	\$ 65
Survey Technician II	\$ 80
Survey Technician III	\$100
Project Surveyor I	\$ 75
Project Surveyor II	\$ 85
Project Surveyor III	\$100
Project Surveyor IV	\$115
Chief of Survey Crews	\$100
Registered Professional Land Surveyor	\$160
Survey Manager	\$185

OFFICE PERSONNEL

Engineer's Assistant I	\$ 60
Engineer's Assistant II	\$ 75
Engineer's Assistant III	\$ 85
Admin I	\$ 55
Admin II	\$ 75
Admin III	\$100
Assistant Controller/ Chief Accountant	\$110
Corporate/Project Acct. I	\$ 75
Corporate/Project Acct. II	\$ 90



SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2019

Subject to Annual Revision in January 2020

1. Reproduction performed in office

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½ x 11 (single-sided)	\$0.05/page	\$.50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$.75/page
11 x 17	\$0.20/page	\$ 1.00/page
<u>Large Document Prints/Plots</u>		
	<u>Black & White</u>	<u>Color</u>
Bond	\$0.20/sq ft	\$ 1.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 5.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

- 2. Transportation (mileage): Standard IRS mileage rate in effect
- 3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
- 4. Surveying Expenses
 - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
 - b. Special Rental Equipment: Cost, plus 10%
 - c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
 - d. Iron Rods and Pipes: Cost, plus 10%
 - e. All-Terrain Vehicle (ATV): \$150/day
 - f. Overnight Stays: \$190/night
 - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
 - h. Sales Tax: To be paid on boundary-related services.
 - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%

Montgomery City Council
AGENDA REPORT

Meeting Date: February 26, 2019	Budgeted Amount: (\$8,404.00)
Prepared By: Jack Yates City Administrator	Exhibits: letter from MCAD Requesting verification of exemptions information, Exception alternatives, List of other entities exemptions
Date Prepared: February 20, 2019	

Subject

Consideration of tax exemptions.

Description

This is a request from the tax appraiser asking if you want to give a homestead exemption to over 65 years of age or a disability exemption -- and how much of an exemption if you want to give one. As shown on the appraisal district sheet the exemptions currently in place are \$0 for Homestead, \$20,000 exemption for over 65 and \$35,000 exemption for those who are disabled.

The exemption alternative sheet shows how much the local property tax effect would be depending on the amount of the exemption times the number of people eligible for such an exemption.

The exemptions have no effect on this year's taxes, their effective annexed years calculations.

Recommendation

Consider if you want to add to, or subtract from the present exemption amounts.

Montgomery City Council
AGENDA REPORT

Approved By		
City Administrator	Jack Yates	Date: February 20, 2019



MONTGOMERY CENTRAL APPRAISAL DISTRICT

MARK A. CASTLESCHOULDT, RPA, RTA, CTA
CHIEF APPRAISER

February 1, 2019

Jurisdiction: **City of Montgomery**
Tax Assessor/Collector: **Montgomery Co Tax Ofc**

Request for Verification of Exemption Information For Use on the 2019 Notices of Appraised Value and 2019 Assessment Rolls

If the exemptions shown are correct for your jurisdiction, **please write "correct" on the form and return to MCAD.**

If your jurisdiction has adopted new exemptions, **please indicate the new exemption amount(s) and attach a copy of the governing body's Resolution or Minutes authorizing the change(s).**

Exemptions:	Currently on File	Adopted Changes for 2019
Homestead	0	
Over 65	20,000	
Disability	35,000	

- Changes or corrections must be received at MCAD by **March 1, 2018** to be included on the Preliminary Rolls. Unless changes/corrections are received by this date, we will assume our records are correct.
- Any action regarding changes in the *percentage homestead exemption* must be taken by the governing body before **July 1st**, Texas Property Tax Code, Section 11.13(n).

Signature of Person Completing This Form

Your Name Printed

Date

Please return verification by **March 1, 2019** to:
Montgomery Central Appraisal District
Attn: Jaclyn Smith
P. O Box 2233
Conroe TX 77305
FAX to 936-539-8695

Scanned & Emailed to: JaclynS@MCAD-TX.ORG

SERVICE, EXCELLENCE AND EQUITY IN AD VALOREM TAX ADMINISTRATION

(936) 758-3354 CONROE • (936) 441-2186 METRO • www.mcad-tx.org[website] • P.O. BOX 2233 • CONROE TEXAS 77305-2233

EXEMPTION ALTERNATIVES

2019

present exemptions

<u>Amount</u>	<u>Tax amount</u>	<u>Homestead</u>	<u>Over 65</u>	<u>Disabled</u>	<u>Total</u>
Qualifiers		227	97	8	
\$3,000	\$12.00	\$3,144	\$1,164	\$96	\$4,404
\$5,000	\$20.00	\$5,240	\$1,940	\$160	\$7,340
\$6,000	\$24.00	\$6,288	\$2,328	\$192	\$8,808
\$7,000	\$28.00	\$7,336	\$2,716	\$224	\$10,276
\$8,000	\$32.00	\$8,384	\$3,104	\$256	\$11,744
\$9,000	\$36.00	\$9,432	\$3,492	\$288	\$13,212
\$10,000	\$40.00	\$10,480	\$3,880	\$320	\$14,680
\$11,000	\$44.00	\$11,528	\$4,268	\$352	\$16,148
\$12,000	\$48.00	\$12,576	\$4,656	\$384	\$17,616
13,000	\$52.00	\$13,624	\$5,044	\$416	\$19,084
\$14,000	\$56.00	\$14,672	\$5,432	\$448	\$20,552
\$15,000	\$60.00	\$15,720	\$5,820	\$480	\$22,020
20,000	\$80.00	\$20,960	\$7,760	\$640	\$29,360
			\$ 7,496		
35,000	\$140.00	\$36,680	\$13,580	\$1,120	\$51,380
				\$ 908	\$ 8,404

2018 Tax Rates-2018 Exemptions-2018 Assessor Collectors

Code	Jurisdiction	Tax Rate	M&O	I&S	Homestd	Ovr/65	Disability
GMO	Montgomery County	\$0.46670	\$0.39090	\$0.07580	0+20%	35,000	75,000
HMI	Montgomery Co Hospital Dist	\$0.05990	\$0.05990	\$0.00000	0+20%	25,000	75,000
JNH	Lone Star CC	\$0.10780	\$0.08000	\$0.02780	0+1%	75,000	75,000
SCL	Cleveland ISD	\$1.41500	\$1.04000	\$0.37500	25,000	13,000	10,000
SCO	Conroe ISD	\$1.28000	\$1.06000	\$0.22000	25,000	15,000	10,000
SHU	Humble ISD	\$1.52000	\$1.17000	\$0.35000	25,000	15,000	10,000
SMA	Magnolia ISD	\$1.37950	\$1.04000	\$0.33950	25,000	10,000	10,000
SMO	Montgomery ISD	\$1.37000	\$1.04000	\$0.33000	25,000	10,000	10,000
SNC	New Caney ISD	\$1.67000	\$1.17000	\$0.50000	25,000	10,000	10,000
SRI	Richards ISD	\$1.06000	\$1.06000	\$0.00000	25,000	10,000	10,000
STO	Tomball ISD	\$1.34000	\$1.04000	\$0.30000	25,000	32,000	10,000
SSP	Splendora ISD	\$1.60000	\$1.17000	\$0.43000	25,000	10,000	10,000
SWI	Willis ISD	\$1.39000	\$1.07000	\$0.32000	25,000	10,000	10,000
CCV	City of Cleveland	\$0.77000	\$0.54450	\$0.22550	0+1%	10,000	5,000
CCO	City of Conroe	\$0.41750	\$0.29250	\$0.12500	0	15,000	75,000
CCS	City of Cut and Shoot	No Tax	\$0.00000	\$0.00000	0	0	0
CHO	City of Houston	\$0.5883100	\$0.41924	\$0.169068	0+20%	160,000	160,000
CMA	City of Magnolia	\$0.46750	\$0.17670	\$0.29080	0+1%	25,000	0
CMO	City of Montgomery	\$0.40000	\$0.20580	\$0.19420	0	20,000	35,000
COR	City of Oak Ridge No.	\$0.48070	\$0.26230	\$0.21840	0+20%	25,000	25,000
CPV	City of Panorama Village	\$0.67480	\$0.49830	\$0.17650	0	0	0
CPT	City of Patton Village	\$0.26060	\$0.19350	\$0.06710	0+1%	5,000	5,000
CRF	City of Roman Forest	\$0.75380	\$0.51100	\$0.24280	0	20,000	20,000
CSH	City of Shenandoah	\$0.17990	\$0.08100	\$0.09890	0+20%	75,000	75,000
CSP	City of Splendora	\$0.41030	\$0.30740	\$0.10290	0	25,000	25,000
CST	City of Stagecoach	\$0.45950	\$0.45950	\$0.00000	0	25,000	0
CWI	City of Willis	\$0.66970	\$0.63890	\$0.03080	0	5,000	0
CWV	City of Woodbranch Village	\$0.23060	\$0.23060	\$0.00000	0	25,000	0
CWO	City of Woodloch	\$0.50000	\$0.50000	\$0.00000	0	10,000	10,000
CWT	The Woodlands Township	\$0.22730	\$0.21030	\$0.01700	0	25,000	25,000
MB1	Blake Tree MUD	\$1.35000	\$1.35000	\$0.00000	0	0	0
MCW	Chateau Woods MUD	\$0.29500	\$0.29500	\$0.00000	0	25,000	25,000
MCC	Clover Creek MUD	\$1.21000	\$0.56000	\$0.65000	0	3,000	3,000
MC1	Conroe MUD 1	\$0.60000	\$0.21500	\$0.38500	0	0	0
MCD1	Conroe Munic Mgmt Dist #1	\$0.90000	\$0.34500	\$0.55500	0	0	0
MCP	Corinthian Point MUD 2	\$0.36500	\$0.22230	\$0.14270	0+3%	30,000	30,000
ME3	E Montgomery Co MUD 3	\$0.90000	\$0.35000	\$0.55000	0	0	0
ME4	E Montgomery Co MUD 4	\$1.25000	\$1.25000	\$0.00000	0	0	0
ME5	E Montgomery Co MUD 5	\$0.00000					
ME6	E Montgomery Co MUD 6	\$1.30000	\$0.43000	\$0.87000	0	0	0
ME7	E Montgomery Co MUD 7	\$1.30000	\$0.61000	\$0.69000	0	0	0
MEP	East Plantation UD	\$0.54000	\$0.30000	\$0.24000	0	0	0
MFH	Far Hills UD	\$0.67400	\$0.31700	\$0.35700	0	30,000	30,000
MGO	Grand Oaks MUD	\$1.00000	\$0.50000	\$0.50000	0	0	0
M86	Harris County MUD 386	\$0.46500	\$0.08500	\$0.38000	0+10%	10,000	10,000
MH17	Harris County ID #17	\$1.25000	\$1.25000	\$0.00000	0	0	0
MKM	Kings Manor MUD	\$0.70000	\$0.20000	\$0.50000	0	10,000	10,000
MLC	Lake Conroe Hills MUD	\$0.45000	\$0.45000	\$0.00000	0+10%	20,000	20,000
MLR	Lazy River ID	\$0.48960	\$0.15000	\$0.33960	0	5,000	5,000
DD6	Montgomery Co DD 6	\$0.14000	\$0.14000	\$0.00000	0+20%	50,000	50,000
DI0	Montgomery Co DD 10	\$0.44000	\$0.23000	\$0.21000	0	10,000	10,000

2018 Tax Rates-2018 Exemptions-2018 Assessor Collectors

Code	Jurisdiction	Tax Rate	M&O	I&S	Homestd	Ovr/65	Disability
MSM	So Montgomery Co MUD	\$0.16000	\$0.10000	\$0.06000	0+20%	50,000	50,000
MSC	Spring Creek UD	\$1.00000	\$0.28000	\$0.72000	0+20%	50,000	50,000
MSL	Stanley Lake MUD	\$0.55000	\$0.25000	\$0.30000	0+5%	25,000	25,000
MTN	Texas National MUD	\$1.13300	\$0.56800	\$0.56500	0+20%	25,000	25,000
MV1	Valley Ranch MUD 1	\$1.15000	\$0.20000	\$0.95000	0	0	0
MVR1	Valley Ranch Town Center Mgmt Di	\$0.90000	\$0.29000	\$0.61000	0	0	0
MWT	Wood Trace MUD 1	\$1.35000	\$0.61000	\$0.74000	0	0	0
MWM	Woodlands Metro Ctr MUD	\$0.09000	\$0.02000	\$0.07000	0+20%	0	0
MW2	Woodlands MUD 1	\$0.07500	\$0.07500	\$0.00000	0+20%	10,000	10,000
RUI	Woodlands Road Dist 1	\$0.20000	\$0.02000	\$0.18000	0	0	0
MWR	Woodridge MUD	\$1.26000	\$0.61000	\$0.65000	0	0	0
F01	Montgomery Co ESD 1	\$0.10000	\$0.10000	\$0.00000	0	25,000	25,000
F02	Montgomery Co ESD 2	\$0.10000	\$0.10000	\$0.00000	0	25,000	25,000
F03	Montgomery Co ESD 3	\$0.10000	\$0.10000	\$0.00000	0	0	0
F04	Montgomery Co ESD 4	\$0.10000	\$0.06410	\$0.03590	0	25,000	25,000
F06	Montgomery Co ESD 6	\$0.10000	\$0.10000	\$0.00000	0	40,000	0
F07	Montgomery Co ESD 7	\$0.10000	\$0.10000	\$0.00000	0	25,000	0
F08	Montgomery Co ESD 8	\$0.10000	\$0.10000	\$0.00000	0+10%	25,000	25,000
F09	Montgomery Co ESD 9	\$0.10000	\$0.10000	\$0.00000	0	25,000	0
F10	Montgomery Co ESD 10	\$0.10000	\$0.10000	\$0.00000	0	50,000	50,000
F14	Montgomery Co ESD 14	\$0.10000	\$0.10000	\$0.00000	0	25,000	0

Information Provided by Montgomery Central Appraisal District