

**AMENDED
NOTICE OF MEETING
Montgomery Economic Development Corporation
(MEDC)**

Notice is hereby given that the Board of Directors of the Montgomery Economic Development Corporation will hold a special meeting at 6:00 p.m. on December 5, 2017 at the Montgomery City Hall, 101 Old Plantersville Road, in Montgomery, Texas.

1. Call to Order
2. Open Public Comment
3. Approval of Minutes of October 16, 2017
4. Monthly Financial Report (October 2017)
5. Consideration and possible action regarding sign funding request -Amanda Hall for 312 John A. Butler Street
6. Consideration and possible action regarding Montgomery Soccer Club request for funding of irrigation system for soccer fields
7. Consideration and possible action regarding MEDC Meeting Schedule for December 2017.
8. Consideration and possible action regarding funding:
 - a. Christmas in Montgomery
 - b. Wine and Music Festival
9. Consideration and possible action regarding authorization to proceed with preparation of construction plans and technical specifications for the FM 149 Pedestrian Lighting Plan, to be included in the TxDOT FM 149 Improvements Project
10. Economic Development Report – Shannan Reid and Jack Yates ---TxDOT/149, Home Focus Report on Projects, Misc. Updates
11. Adjournment



Jack Yates, City Administrator for
Kirk Jones, President of MEDC



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 1st day of December 2017 at 3:50 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 accommodation.

MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION
MINUTES
OCTOBER 16, 2017

Present were: Kirk Jones, Amy Brown, Bill Hanover, Cheryl Fox, Randy Moravec and Bob Kerr and John Champagne. Also present were, Shannan Reid, Chris Roznovsky, Katherine Ferry and Jack Yates

Call to Order - President Jones called the meeting to order at 6:00 p.m.

Open Public Comment – – Mr. Tom Ward, Club President of Montgomery Soccer Club spoke saying that his last time he spoke to the group was in February of this year and that since that time the Soccer Club had been doing quite well. There are presently 120 people ages 5 to 9, and 30 people ages 10 to 15 participating. A barrier is the inadequate infrastructure of grounds maintenance. Mr. Ward said they was focused on quality of life for kids and families and the community. He also said 500 people often will come on Saturday morning to watch the matches. He then said that he was gathering information for a request of the MEDC for irrigation financial assistance for the fields. The Board asked questions involving; his lease term, the type of irrigation system needed and the projected cost.

Approval of Minutes of September 18, 2017 -- Motion by Moravec, seconded by Fox to approve the minutes of September 18 as presented. All in favor.

Monthly Financial Report (September 2017) – – Motion by Moravec, seconded by Hanover to approve the September financial report. All in favor.

Discuss/take action regarding presentation of finances:

a. Montgomery Historic Society - Christmas in Montgomery – – Shirley Schneider was present and said she appreciated and needed the \$5000 MEDC contribution. She said that the cumulative total of the annual net would not be much money the in Montgomery Historic Society held because of other expenses:

b. Montgomery area Chamber of Commerce – Wine and Music Festival -- Shannan Reid reported on the Wine and Music Festival saying that the event has sponsorships, vendors and day of sells as revenue sources. Shannan also said that the use of the Festival's net goes to the Montgomery Area Chamber of Commerce general operating budget. Amy Brown asked for a copy of the expenses in line item form, and the Board asked about marketing and how the wine sells occur.

Discuss/take action regarding Pizza Shack request for funding for sign – John Simmons – – Jack Yates said that no MEDC funds has gone directly to Mr. Simmons for construction of his building. However, the MEDC did contribute \$75,000 toward the placement of water and sewer line serving his property – – as well as to the area

between Lone Star Pkwy. and Lake Creek Road. The Board discussed the \$75,000 and asked questions regarding; the increase of business at the new location, the number of employees at the new location, and the location and type of sign to be placed. There was discussion regarding the investment in this property that the MEDC had already made in the \$75,000 participation in the grant funds.

Motion by Moravec seconded by Kerr to grant \$9,520 to Mr. Simmons for the Pizza Shack monument sign. Board members Fox, Kerr, Hanover, Jones voted aye, with Board members Brown and Champagne voting no. Motion passed.

Discuss/take action regarding long-term business recruitment and retention efforts and goals of the MEDC – Shannan Reid – – Shannan Reid presented an economic overview that involved employment and wage trends. Shannan also presented the Primary Retail Trade Area Report, including the notation that the city had 196 sq. mi. of trade area. She also briefly reported on the Community Demographic Profile Report.

Discussion/take action regarding report to City Council regarding job creation/MEDC activities – – Shannan Reid presented the draft report. The Board asked questions regarding capital investment account amount sources of information, MEDC activities listed, adding the number of developer meetings by Shannan and Jack and the RFP's item. Shannan said she would amend the report as directed.

Economic Development Report – Shannan Reid and Jack Yates ---TxDOT/149, Downtown Parking Lot Project, Home Focus Report on Projects, Misc. Updates – – Jack Yates reported on the October 13 TxDOT meeting saying that the only item that had been changed materially was that TxDOT was now saying that there would be no parallel parking on the highway after the new project. Jack also reported that he had spoken with TxDOT regarding the traffic light operation and State Highway 105 and FM Road 149 and that they would review the operation of the light. Shannan Reid reported on the Distrix project, saying that the narrative was written and that we are now looking for the person to handle the voiceover.

Katherine Ferry reviewed the city engineer's development report by giving a brief review of the report. The Board responded with a request for a visual schedule and also asked about Lone Star Bend Street and Houston Street construction.

Adjournment -- Motion by Kerr seconded by Fox to adjourn the meeting at 7:55 p.m.

Jack Yates, Recording Secretary

CITY OF MONTGOMERY - MEDC
ACCOUNT BALANCES
October 31, 2017

	<u>MONEY MARKET ACCOUNTS</u>	<u>INVESTMENTS</u>	<u>TOTALS</u>
<u>MEDC</u>			
CHECKING ACCOUNT #1017938	\$ 112,875.43		\$ 112,875.43
TOTAL INVESTMENTS	\$ -	\$ 485,540.47	\$ 485,540.47
TOTAL MIDC	<u>\$ 112,875.43</u>	<u>\$ 485,540.47</u>	<u>\$ 598,415.90</u>

INVESTMENTS

	Issue Date	Maturity Date	Interest Rate	Balance
Texpool #00006			0.88%	\$ 235,540.47
Certificates				
Allegiance Bank	5/21/2017	12/17/2017	0.55%	\$ 100,000.00
Icon Bank CD #7731	1/27/2017	1/27/2018	0.90%	\$ 150,000.00
Total Investment Balance				<u>\$ 485,540.47</u>

City of Montgomery - MEDC

Cash Flow Report

As of October 31, 2017

Date	Num	Name	Memo	Amount	Balance
51100 · MEDC Checking					307,899.63
10/06/2017	1831	Montgomery Area Chamber of Com...	Partnership Grant for Director Services & Office S...	-2,566.67	305,332.96
10/06/2017	1832	Waste Management of Texas, Inc.	Waste Bin Acct 18-94319-63008 Inv 0000319-1883-2	-479.54	304,853.42
10/06/2017	1833	Whitestone Printing	Flyers - 100 Inv 2614	-130.00	304,723.42
10/13/2017	1834	Bells Booster Club	2017-18 Haunted House	-2,500.00	302,223.42
10/13/2017	1835	Houston Press	Special Edition - Part of Yr Long Plan - Inv D1012...	-600.00	301,623.42
10/13/2017	1836	Montgomery Area Chamber of Com...	Partnership Grant for Director Services & Office S...	-2,566.67	299,056.75
10/20/2017	1837	City of Montgomery - General Fund	Reimbursement of expense - McCoy's Building Sup...	-6,000.00	293,056.75
10/20/2017	1838	Laurel Paving	Cozy Grape Parking Lot - Partial Pmt - Inv 1157	-38,000.00	255,056.75
10/20/2017	1839	McCoy Corporation	Reimbursement - cost to oversize 8" vs 12" Sanitar...	-81,863.00	173,193.75
10/20/2017	Tsf	City Capital Projects	Transfer to CPF for Water Line Projects	-50,012.50	123,181.25
10/25/2017			Reimbursement for Flagship Blvd Landscaping	2,500.00	125,681.25
10/27/2017	1840	Kevin Barnes	Public Use Patio on S.Side of Bldg - SE Corner of ...	-5,000.00	120,681.25
10/27/2017	1841	Arnette Marketing	Seasonal Decorations Inv 10290, 10409, 10481	-7,805.82	112,875.43
Total 51100 · MEDC Checking				-195,024.20	112,875.43
TOTAL				-195,024.20	112,875.43

City of Montgomery - MEDC
Actual to Budget Performance

October 2017

	Oct 17	Budget	\$ Over Bu...	Oct 17	YTD Budget	\$ Over Bu...	Annual Bu...
Income							
55000 · Taxes & Franchise Fees							
55400 · Sales Tax	31,340.38	28,469.59	2,870.79	31,340.38	28,469.59	2,870.79	530,000.00
Total 55000 · Taxes & Franchise Fees	31,340.38	28,469.59	2,870.79	31,340.38	28,469.59	2,870.79	530,000.00
55300 · Other Revenues							
55391 · Interest Income	206.23	75.94	130.29	206.23	75.94	130.29	950.00
Total 55300 · Other Revenues	206.23	75.94	130.29	206.23	75.94	130.29	950.00
Total Income	31,546.61	28,545.53	3,001.08	31,546.61	28,545.53	3,001.08	530,950.00
Expense							
56000 · Pub Infrastructure - Category I							
56000.6 · Downtown Dev Improvements	43,000.00	0.00	43,000.00	43,000.00	0.00	43,000.00	55,000.00
56000.8 · Utility Extensions	137,875.50	0.00	137,875.50	137,875.50	0.00	137,875.50	180,000.00
56000.9 · Flagship Dev Improvements	(2,500.00)	0.00	(2,500.00)	(2,500.00)	0.00	(2,500.00)	8,000.00
56430 · Tsf to Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	160,000.00
Total 56000 · Pub Infrastructure - Category I	178,375.50	0.00	178,375.50	178,375.50	0.00	178,375.50	403,000.00
56001 · Business Dev & Ret -Category II							
56001.8 · Sales Tax Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	35,000.00
56423 · Economic Development Grant Prog	0.00	20,000.00	(20,000.00)	0.00	20,000.00	(20,000.00)	20,000.00
Total 56001 · Business Dev & Ret -Category II	0.00	20,000.00	(20,000.00)	0.00	20,000.00	(20,000.00)	55,000.00
56002 · Quality of Life - Category III							
56404 · Seasonal Decorations	0.00	6,000.00	(6,000.00)	0.00	6,000.00	(6,000.00)	6,000.00
56420.2 · Christmas Lighting(Civic Assn)	0.00	1,600.00	(1,600.00)	0.00	1,600.00	(1,600.00)	1,600.00
56423.1 · Walking Tours	0.00	4,000.00	(4,000.00)	0.00	4,000.00	(4,000.00)	4,000.00
56429 · Removal of Blight	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00
56433 · Downtown Signs	0.00	1,000.00	(1,000.00)	0.00	1,000.00	(1,000.00)	1,000.00
56435 · Fernland Improvements	0.00	4,000.00	(4,000.00)	0.00	4,000.00	(4,000.00)	4,000.00
56439 · Downtown Enhancement Projects	0.00	20,000.00	(20,000.00)	0.00	20,000.00	(20,000.00)	20,000.00
Total 56002 · Quality of Life - Category III	0.00	36,600.00	(36,600.00)	0.00	36,600.00	(36,600.00)	51,600.00
56003 · Marketing & Tourism-Category IV							
56408.1 · Promotional Video	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00
56409 · Antique Show & Fest	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
56413 · Brochures/Printed Literature	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
56414 · Wine & Music Fest	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
56415 · Texian/Heritage Festival	0.00	0.00	0.00	0.00	0.00	0.00	8,000.00
56418 · Christmas in Montgomery	0.00	5,000.00	(5,000.00)	0.00	5,000.00	(5,000.00)	5,000.00
56419 · Website	0.00	166.67	(166.67)	0.00	166.67	(166.67)	2,000.00
Total 56003 · Marketing & Tourism-Category IV	0.00	5,166.67	(5,166.67)	0.00	5,166.67	(5,166.67)	41,500.00
56004 · Administration - Category V							
56004.1 · Admin Transfers to Gen Fund	0.00	0.00	0.00	0.00	0.00	0.00	37,500.00
56004.2 · MACC Administration & Office	2,566.67	2,666.63	(99.96)	2,566.67	2,666.63	(99.96)	32,000.00
56004.3 · Miscellaneous Expenses	980.00	360.40	619.60	980.00	360.40	619.60	6,000.00
56004.5 · Internship Program	0.00	833.37	(833.37)	0.00	833.37	(833.37)	10,000.00
56327 · Consulting (Professional servi)	0.00	1,666.67	(1,666.67)	0.00	1,666.67	(1,666.67)	10,000.00
56354 · Travel & Training Expenses	0.00	560.00	(560.00)	0.00	560.00	(560.00)	2,800.00
Total 56004 · Administration - Category V	3,546.67	6,087.07	(2,540.40)	3,546.67	6,087.07	(2,540.40)	98,300.00
56006 · Miscellaneous Expenses	2,500.00			2,500.00			
Total Expense	184,422.17	67,853.74	116,568.43	184,422.17	67,853.74	116,568.43	649,400.00
Net Income	(152,875.56)	(39,308.21)	(113,567.35)	(152,875.56)	(39,308.21)	(113,567.35)	(118,450.00)

Vendor	Paid	Expensed
Houston Press	\$200.00	Nov-17
Texas Downtown Assoc.	\$180.00	Oct-17
Waste Mgmt	\$479.54	
Whitestone	\$130.00	Oct-17
Mont. Area Chamber of Commerce	\$2,566.67	Sep-17
Arnette Marketing	\$6,750.00	Sep-17
	\$399.00	Sep-17
	\$656.82	Sep-17
Total	\$11,362.03	

Meeting Date: December 5, 2017	Budgeted Amount:
Department:	
	Exhibits: MEDC Grant application, MEDC Performance Agree., Proposal Visual of proposed signs, Sign quotes from sign company
Prepared By: Jack Yates City Administrator	
Date Prepared: November 30, 2017	

Subject

This is a request from Amanda Hall for \$19,408.04 for signs for her beauty shop at 312 John A. Butler Street

Description

The grant application is attached.
Ms. Hall, after considerable discussion among the Planning Commission, was approved for her sign above the door. They did not comment on the window or the door sign—which Ms. Hall said was different than what was presented to the Commission--- and is also different from what she has proposed to the MEDC.

The sign request can be broken up into four parts according to the quote:

Light Box	\$ 8,488.50
Windows signage	278.79
Door signage	1,529.94
Design/installation	<u>1,758.40</u>
Total	\$12,055.63

Montgomery City Council
AGENDA REPORT

I do not know the difference between the said \$19,408.40 requested versus the total of \$12,055.63 derived from the provided quotes.

Ms. Hall is moving her shop from one location in the city, on Caroline Street, to her new location on John A. Butler Street. She in the business of hairstylist.

Ms. Hall, at the Planning Commission meeting, said she would replace the window sign with a display of records in each window pane, and for the door would place a depiction of Elvis Presley.

Opinion: The signs are way overpriced, and for the investment/return of the MEDC funds this does not look like a very good investment. Perhaps a more appropriate sign design for considerably less money and still be local helpful to a local business trying to succeed in the downtown area.

However, there is also the question of when to/what are the rules about helping any business pay for their sign that the MEDC Board should consider. For instance, last month you approved \$9,520 for the new Pizza Shack location. To my mind that was due to the placement of a new business that will be hiring more people and with a sizeable investment to the local economy. Maybe that is the standard, except that you do not want to not support existing business expansion. But, in the sign case before you now, is Ms. Hall expanding her business or simply moving it over one block.

Maybe the simplest way to word a policy is: the MEDC will consider financial support for a sign of a new or expanding business inside the city.

Recommendation

Motion to deny the request.

Approved By

City Administrator

Jack Yates

Date: November 30, 2017

**City of Montgomery, TX
Economic Development Corporation
Grant Application**



Company Name: Suzi Q (Annex Gent's Grooming)			
Company Contact: 936-524-7388		Title: Owner	
Alt. Phone: 936-524-7388			
Email Address: amandahall55@yahoo.com			
Physical Address: 312 John A. Butler		City, State, Zip: Montgomery, Tx 77356	
Mailing Address (if different):		City, State, Zip:	
Applicant's years of experience in this business: 19 yrs.		How long has his business been located in Montgomery? 2 yrs.	
Do you own or lease this facility? <input type="checkbox"/> OWN <input checked="" type="checkbox"/> LEASE		If leased, please provide owner information and a copy of lease agreement. Owner Name: Joe Shockley Owner Phone: 281-546-5965	
Provide a detailed description of the proposed project as "Exhibit A" attached			
What is the estimated total cost of the project? (Include supporting information, ie estimates/quotes as "Exhibit B" attached)		\$12,908.04 ^{6,500} 19,408.04	
How much funding are you requesting from the MEDC for this project? (Typical grants are awarded at 1/3 the total project cost or up to \$5,000)		\$	
Are you requesting an exception for additional funding on this project? (Please provide additional supporting evidence for this request as "Exhibit C")		\$	
When will this project begin? ASAP		What is the estimated completion date? 17-17	
Attach all drawings of planned improvements as "Exhibit D"			
Include a description of expected commercial revitalization impact & sales tax revenue impact as "Exhibit E"			
If this project will employ Montgomery vendors, please supply details as "Exhibit F"			
Applicant's Signature: Amanda Hall			
Title: Owner			
Date: 12-22-17			
OFFICE USE:			
Date Application Received:	Date Presented to Board:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DECLINED	
Performance Agreement Received:	Project Completion Date:	Funding Date:	Check Number:

**Montgomery Economic Development Corporation Grant
PERFORMANCE AGREEMENT**

THIS PERFORMANCE AGREEMENT is made and entered into as of 11-16-17, (date) by and between THE MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION (MEDC) and

_____ (Grant Awardee), whose business address is

312 John A. Butler

In consideration of the mutual covenants herein contained and, intending to be legally bound hereby, the MEDC and Grant Awardee agree as follows:

1. Grant Awardee will complete the grant application.
2. MEDC will notify Grant Awardee by U.S. Mail.
3. In the event that the property covered by the grant is leased, the Grant Awardee must provide the city with a letter of approval from the property owner for said improvements to commence.
4. Grant Awardee must submit plans to city for proper approvals and proper city permits.
5. A proposed project must start after grant approval and be completed within six (6) months of the date of this agreement or according to the terms of this agreement.
6. When the project is complete, the Grant Awardee must request the MEDC to verify completion and costs.
7. Grant Awardee must agree to maintain said enhancements/improvements for a period of time not less than twelve (12) months.
8. Upon notification by staff that the project has been completed and a satisfactory Performance Agreement has been executed by both parties, the MEDC will transfer awarded funds to the Grant Awardee for reimbursement of costs up to the awarded amount at the specified matching ratio.
9. Only costs from a vendor for purchased labor or materials will be recognized for matching funds. Costs for the applicant's employee labor or in-stock materials are not eligible for reimbursement.
10. MEDC may, at its sole discretion, extend the period of performance.
11. The MEDC Representative will verify start of work and completion of work.
12. No grant reimbursement funds will be paid until the project is complete. Cost incurred prior to the date of the grant approval may not be recognized for matching funds.

Date of Completion. The date of completion of the project is established as _____.

Payment. At completion of project MEDC agrees to make the following payment in U.S. funds to Grant Awardee, provided Grant Awardee complies with all of the covenants and stipulations contained in this Agreement.

A set fee of up to _____.

Grant Awardee

MEDC President



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

Request letter

1 message

amanda hall <amandahall55@yahoo.com>
To: Jack Yates <jyates@ci.montgomery.tx.us>

Fri, Nov 17, 2017 at 2:04 PM

Montgomery Economic Development Corporation

Annex Gent's Grooming had been a part of Montgomery for the past two years. As economic growth has increased so have rental rates. It has become more difficult to provide a quality service at a reasonable price. We were forced to move from our established business location due to a increase in rent. Of course this is all a part of doing business but our desire is to remain a member of the city and have our shop present a facade that is consistent with Montgomery's historical character.

The rental section we moved to is arguably in need of a facelift. We believe "Suzi Q" Cuts N Shaves would be a first step in creating and maintaining an appealing presence to the city and its visitors. Our current place of business is less visible to the public and it is imperative that our signage be able to promote our business so we can work towards continued growth and provide increased tax revenue to the city. It is with these issues in mind that we respectfully request assistance in the amount \$19,400.

Sincerely,
Amanda Hall
Owner
Amanda Hall



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

(no subject)

1 message

amanda hall <amandahall55@yahoo.com>
To: Jack Yates <jyates@ci.montgomery.tx.us>

Fri, Nov 17, 2017 at 2:08 PM



POC: Phil McIntyre
Image360 Conroe

Sign Survey Department

18417 Hwy 105 w Suite 4
Montgomery, TX. 77356
936-449-8045
www.image360conroe.com

312 John A. Butler

Address: ~~308 Caroline~~ st. Montgomery, TX. 77356

Sign Type: Custom Illuminated Light Box/ Window Graphics/ Door Graphics

Color: PMS Color Match (multi color)

Dimensions: 48" h x 120"w (light box)

Front Door
Closeup



Window Graphics
Closeup



This is a digital proof and as such the colors of your screen may not match the final output.

This design is property of Image360 Conroe and can not be reproduced, modified or edited in any form without consent of Image360 Conroe.



18417 Hwy 105W, Suite #4
 Montgomery, TX 77356
 (936) 449-8045

ESTIMATE E-1507

www.image360.com/conroetx

Payment Terms: Cash Customer

Created Date: 11/17/2017

DESCRIPTION: Suzi Q New Branding Signage

Bill To: Suzi Q
 312 John A. Butler
 Montgomery, TX 77356
 US

Pickup At: image360 - Conroe, TX
 18417 Hwy 105W, Suite #4
 Montgomery, TX 77356
 US

Requested By: Amanda Hall
 Email: amandahall55@yahoo.com

Salesperson: Phil McIntyre
 Entered By: Phil McIntyre

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Custom Illuminated Light Box	1	\$8,488.5000	\$8,488.50
1.1	Custom Sign - Suzi Q Illuminated Light Box 10' x 4' Text: **** Front-Lit Single Stroke LED **** - 3/16" acrylic faces --- .040 white aluminum backs --- 5" deep .040 aluminum returns --- 1" Trim cap --- Single stroke LED --- Power Supplies --- Pre-wired --- 1/4" riv-nuts with threaded rod --- UL Listed --- Quantity of Sets: 1 To Read: SUZI Q **** Lighted Box**** - .063 Aluminum Painted with Matthews Paint. PLEASE NOTE LENGTH ESTIMATED BELOW - If actual scaled artwork Is different than this length, the estimate/invoice will be adjusted accordingly. Box will be built in 10' maximum sections and include a 2" hanger bar to run the length at top of back for mounting. Power Supplies included on Illuminated Projects Size: 10' X 4' Quantity of Sets: 1			
2	Window Graphics Signage	1	\$278.7900	\$278.79
2.1	Cast Digital Wrap Vinyl - Window Graphic Signage 48" x 68" Part Qty: 1 Lamination Width: 48.00" - Lamination Type: Premium Cast Overlamine Height: 68.00"			
3	Door Graphics Signage	1	\$1,529.9400	\$1,529.94

3.1	3M IJ 180CV3 Satin Pearl - Door Graphics Signage 36" x 78"		
	Part Qty: 1	Lamination	
	Width: 36.00"	- Lamination Type: Premium Cast Overlamine	
	Height: 76.00"		
3.2	Custom Sign - Lay Out Theme "50's"		
4	Design & Installation of All Signage as per permit	1	\$1,758.4000
4.1	Installation Service - Design & Installation of All Signage as permitted		

Thank you for the opportunity to quote this job! The price quoted above is good for 30 days. If you have any further questions, please feel free to contact us anytime.

Subtotal:	\$12,055.63
Taxes:	\$852.41
Grand Total:	\$12,908.04

Thank you for your continued business!

Signature: _____ Date: _____

ITEM #6
Montgomery City Council
AGENDA REPORT

Meeting Date: December 5, 2017	Budgeted Amount:
Department:	
	Exhibits: MEDC Grant application, Proposal, MSC Impact for the City, Lease on property, City quote on tap cost, Labor cost quote to install pipe from tap location to Club property, Pipe cost from tap to Property quote, Irrigation equipment quote w/attached detailed info. on equipment, Storage shed quote
Prepared By: Jack Yates City Administrator	
Date Prepared: November 30, 2017	

Subject

This is a request from the Montgomery Soccer Club for the tap fee cost, piping the water from the meter to the leased property of the Club, and the irrigation device.

Description

The grant application is attached, as is the Performance Agreement. The total request is for \$15,670.

The quote can be broken up into the following parts:

Water tap	\$ 4,350.00
Pipe and installation cost	2,012.23
Irrigation equipment	8,017.24
Storage Shed	<u>1,209.09</u>
Total	\$15,588.56

As said in the proposal from the Soccer Club, the purchase of this equipment is to improve and maintain the leased fields. The reason for the improvements is to improve the safety and the durability of the fields to hold tournaments and get more use of the fields.

The Proposal and the MSC Impact for Montgomery statements attached make a very good case that this requested investment of MEDC is similar to making a infrastructure grant to a business that would help the economy of the city. The Saturday morning games and practices during the week will bring hundreds of people into the city on those days- while a tournament could bring 1,000 or more visitors into the city on a particular day -- all of whom are potential customers to businesses inside the city.

From the City standpoint, this is an opportunity to gain a recreational benefit without any land, operation or maintenance cost to the city.

There is the issue of where the MEDC has not placed any money for equipment on the grounds of any recipient of the infrastructure investment in the past, The reason for that, just as in this case, is what happens to the physical equipment after purchase -- with the question of whether or not it remains in the city or is moved to another location in the future. in this case, the \$4,350 and the pipe/installation cost of \$2,012.23 would be clearly a infrastructure improvement that aids the future development of this property even if it were not soccer fields.

Montgomery City Council
AGENDA REPORT

Recommendation

Motion to approve \$6,362.23 for purchase of the water tap and the installation of a service line from the meter tap location to the Club leased property and \$3,000 toward the purchase of irrigation equipment for a total of \$9,362.23.

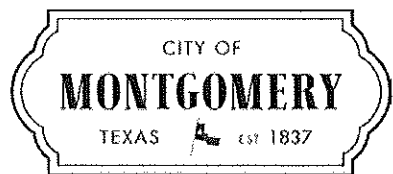
Approved By

City Administrator

Jack Yates

Date: November 30, 2017

**City of Montgomery, TX
Economic Development Corporation
Grant Application**



Company Name: <i>Montgomery Soccer Club</i>	
Company Contact: <i>Tom Ward</i>	Title: <i>President</i>
Best Phone: <i>(281) 734-3787</i>	Alt. Phone: <i>(936) 648--1722</i>
Email Address: <i>president@montgomerysoccerclub.com</i>	
Physical Address: <i>300 EB Stewart Drive</i>	City, State, Zip: <i>Montgomery, TX 77356</i>
Mailing Address (if different): <i>PO Box 1884</i>	City, State, Zip: <i>Montgomery, TX 77356</i>
Applicant's years of experience in this business: <i>15 years</i>	How long has his business been located in Montgomery? <i>11 months</i>
Do you own or lease this facility? <input type="checkbox"/> OWN <input checked="" type="checkbox"/> LEASE	If leased, please provide owner information and a copy of lease agreement. Owner Name: <i>Philip LeFeure</i> Owner Phone: <i>(936) 524-1659</i>
Provide a detailed description of the proposed project as "Exhibit A" attached	
What is the estimated total cost of the project? (Include supporting information, ie estimates/quotes as "Exhibit B" attached)	<i>\$ 15,670.00</i>
How much funding are you requesting from the MEDC for this project? (Typical grants are awarded at 1/3 the total project cost or up to \$5,000)	<i>\$ 15,670.00</i>
Are you requesting an exception for additional funding on this project? (Please provide additional supporting evidence for this request as "Exhibit C")	<i>\$</i>
When will this project begin? <i>December 15, 2017</i>	What is the estimated completion date? <i>January 15, 2018</i>
Attach all drawings of planned improvements as "Exhibit D"	
Include a description of expected commercial revitalization impact & sales tax revenue impact as "Exhibit E"	
If this project will employ Montgomery vendors, please supply details as "Exhibit F"	
Applicant's Signature: <i>[Signature]</i> Title: <i>President</i> Date: <i>11/27/2017</i>	
OFFICE USE:	
Date Application Received:	Date Presented to Board: <input type="checkbox"/> APPROVED <input type="checkbox"/> DECLINED
Performance Agreement Received:	Project Completion Date: Funding Date: Check Number:

**Montgomery Economic Development Corporation Grant
PERFORMANCE AGREEMENT**

THIS PERFORMANCE AGREEMENT is made and entered into as of _____, (date) by and between THE MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION (MEDC) and _____ (Grant Awardee), whose business address is _____.

In consideration of the mutual covenants herein contained and, intending to be legally bound hereby, the MEDC and Grant Awardee agree as follows:

1. Grant Awardee will complete the grant application.
2. MEDC will notify Grant Awardee by U.S. Mail.
3. In the event that the property covered by the grant is leased, the Grant Awardee must provide the city with a letter of approval from the property owner for said improvements to commence.
4. Grant Awardee must submit plans to city for proper approvals and proper city permits.
5. A proposed project must start after grant approval and be completed within six (6) months of the date of this agreement or according to the terms of this agreement.
6. When the project is complete, the Grant Awardee must request the MEDC to verify completion and costs.
7. Grant Awardee must agree to maintain said enhancements/improvements for a period of time not less than twelve (12) months.
8. Upon notification by staff that the project has been completed and a satisfactory Performance Agreement has been executed by both parties, the MEDC will transfer awarded funds to the Grant Awardee for reimbursement of costs up to the awarded amount at the specified matching ratio.
9. Only costs from a vendor for purchased labor or materials will be recognized for matching funds. Costs for the applicant's employee labor or in-stock materials are not eligible for reimbursement.
10. MEDC may, at its sole discretion, extend the period of performance.
11. The MEDC Representative will verify start of work and completion of work.
12. No grant reimbursement funds will be paid until the project is complete. Cost incurred prior to the date of the grant approval may not be recognized for matching funds.

Date of Completion. The date of completion of the project is established as _____.

Payment. At completion of project MEDC agrees to make the following payment in U.S. funds to Grant Awardee, provided Grant Awardee complies with all of the covenants and stipulations contained in this Agreement.

A set fee of up to _____.

Grant Awardee

MEDC President



MONTGOMERY SOCCER CLUB

Montgomery Soccer Club

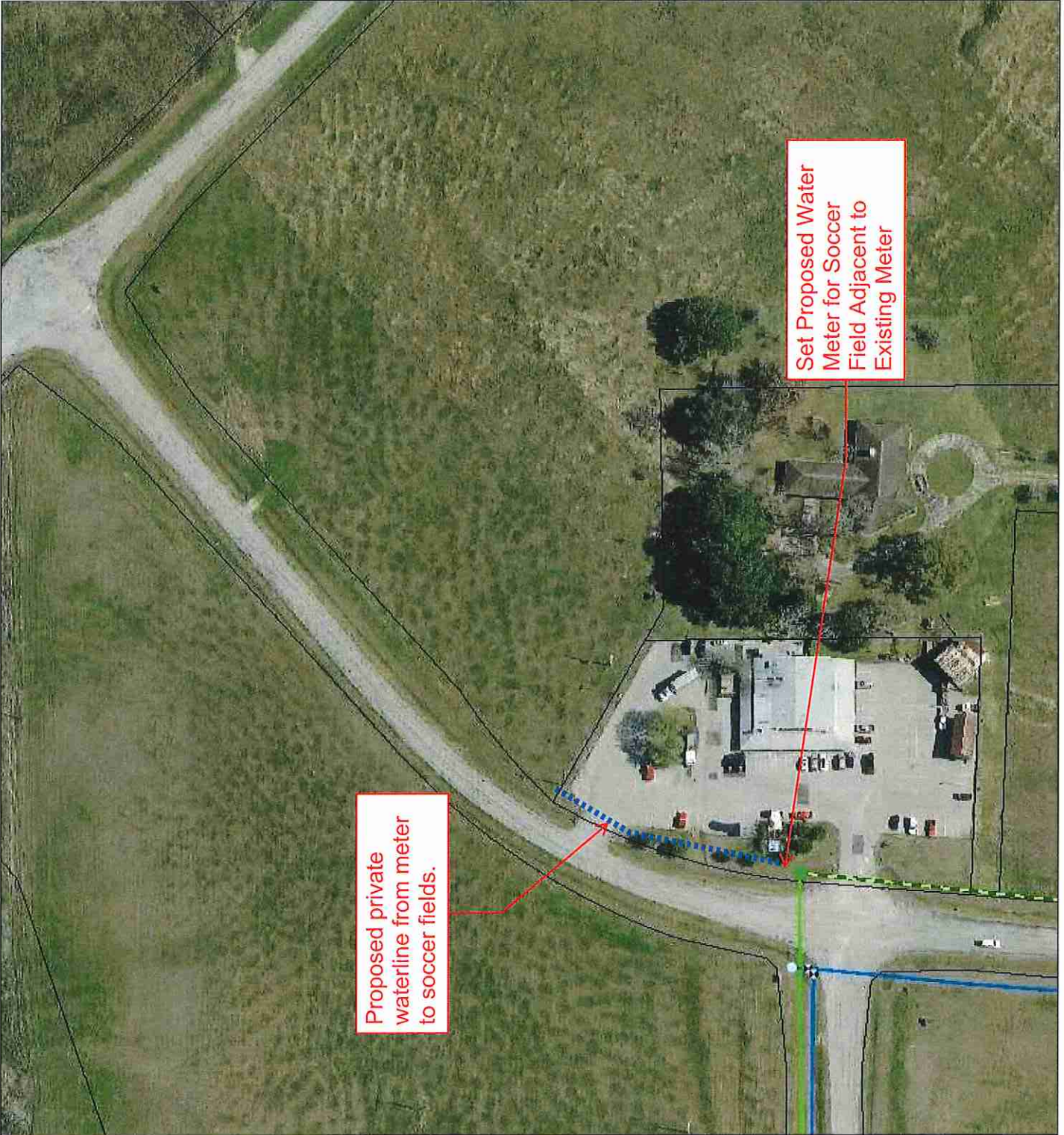
936-648-1722

Montgomerysc.info@gmail.com

Proposal for MSC Ransom Fields Capital Project Phase 1

The objective of the Capital Project at Ransom Fields Phase 1 is to obtain all of the necessary resources to implement and maintain perpetual fields at the Ransom Fields location. This will include, but not be limited to :

- Having a 2inch water tap for irrigation installed and a water meter set.
- Having a water line installed from the meter to the property easement at the soccer fields.
- Having all permits, drawings and necessary documentation completed to have the water line installed.
- Procuring the funding for all of the construction, fees, permits, etc. to install the water line
- Purchasing the necessary above ground irrigation equipment to properly maintain the soccer fields on a year round basis.
- Purchasing a storage facility to secure and house the irrigation system.
- Leveling the playing fields. Miscellaneous costs associated with equipment and use of equipment being provided)
- Purchasing seed and sodding the fields with athletic Bermuda turf after leveling.
- Maintaining the condition of the fields and the upkeep of equipment. This to be added to the duties of the Director of Fields for MSC. Responsibility for equipment will be shared between Field Director and Club President.
- Including field (including irrigating) and equipment costs in the seasonal operational budget.



Proposed private waterline from meter to soccer fields.

Set Proposed Water Meter for Soccer Field Adjacent to Existing Meter



LEGEND

- Water Meter
- Blowoff/Plug
- Flush Valve
- Main Valve
- Reducer
- Waterline
- WP Boundary
- Manhole
- Sewerline
- Force Main
- Gravity Main
- WTP Boundary
- City Limit
- City ETJ
- MCAD Property Info

1 inch equals 160 feet



JONES | CARTER

Soccer Water Service

Notes

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 boundaries. It is not intended to be used as a legal document. J.C. Jones & Carter, Inc. warrants the accuracy, completeness & reliability, or usability of the information included within this exhibit. This map was automatically generated using Geocortex Essentials.



MONTGOMERY SOCCER CLUB

Montgomery Soccer Club

936-648-1722

Montgomerysc.info@gmail.com

MSC Impact for Montgomery

Montgomery Soccer Club is focused on quality of life for Montgomery families and their kids. Our club is a 501(c)(3) organization that is community based and provides fun and fitness for kids ages 3-18 while learning to excel in soccer.

One of Montgomery Soccer Club's program goals is to give our kids an opportunity to play the sport locally. Our recreational kids have a quality program and do not have to travel outside of the community to The Woodlands, Conroe, or other areas. Our program currently brings out close to 500 people to downtown Montgomery each Saturday morning and twice during the week. We are on course to double that number in one year. Our program for kids 10 and up also brings in families from Houston, Humble/Kingwood, Huntsville, Conroe, Tomball and other surrounding areas to our community on the weekends. All of these families have an opportunity to see and experience our community and spend while they are here.

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

SOCCER FIELD LEASE AGREEMENT

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This Soccer Field Lease Agreement ("Agreement") is made effective as of August 1, 2017, by and between THE ECLECTIC TRADING COMPANY DBA RANSOM'S STEAKHOUSE AND SALOON, a Texas corporation, 300 CB Stewart, Montgomery, Texas 77356 (hereinafter "Lessor") and MONTGOMERY SOCCER CLUB, a Texas non-profit corporation, P. O. Box 1884, Montgomery, Texas 77356 (hereinafter "Lessee"), upon the following premises, terms, conditions, considerations and agreements.

I. Leased Premises

Lessor does hereby lease to Lessee to occupy and to use for the purposes herein stated, that certain tract of land located in Montgomery County, Texas, described as follows:

Approximately six (6) acres, more or less, located north of and adjacent to Ransom's Steakhouse and Saloon, and being encompassed by a black chain link fence, having an address of 300 CB Stewart, Montgomery, Texas,

(hereinafter called "Premises").

II. Term

The term of this Agreement shall begin on August 1, 2017, and terminates on July 31, 2018. Upon expiration of this initial term this Agreement shall automatically renew for successive additional terms of one (1) year unless either party provides notice of nonrenewal no later than thirty (30) days prior to expiration term of the Agreement.

III. Rent

The rent for the Premises from August 1, 2017 until July 31, 2018, shall be Ten and No/100 (\$10.00) Dollars, and such other and further consideration as Lessor and Lessee shall agree upon.

IV. Use of Premises

Lessee shall have the right to use and occupy the Premises at all times for the purpose and the right of operating and managing the leased premises for soccer games and soccer related activities in accordance

on behalf of Mara Moya Management LLC
TWW
for

with the rules and regulations of the Texas Youth Soccer Association ("TYSA") and/or the South Texas Youth Soccer Association ("STYSA"), and for no other purpose.

V. Lessee's Obligations

Lessee agrees to perform the duties and obligations as follows:

- 5.1 To keep all fences on the Premises in as good repair and condition.
- 5.2 To keep open ditches, creeks, grass waterways and terraces in good repair.
- 5.3 To prevent all unnecessary waste or loss, or damage to the property of Lessor.
- 5.4 To keep the Premises neat and orderly.
- 5.5 Not to assign this lease or sublet any part of the Premises without the written consent of Lessor.
- 5.6 Not to break up established water courses or ditches, or undertake any other operation that will injure the leased Premises.
- 5.7 To comply with all rules and regulations imposed and/or recommended by the TYSA and the STYSA.
- 5.8 Lessee agrees not to construct new improvements or modify existing improvements without Lessor's prior written consent.
- 5.9 Lessee shall allow Lessor and Lessor's guests and/or invitees to have access to the Premises.

VI. Right of Entry and Use

Lessor reserves the right of itself, its employees, invitees, guests, assigns, or prospective buyers, to enter upon and use the leased Premises at any time for any purpose, provided that such usage shall not unreasonably interfere with Lessee's rights hereunder

VII. Lessor Not Liable

Lessor shall not be liable to Lessee, Lessee's employees, invitees or guests for any injury to person or damage to property on or about the Premises and shall not be responsible for any injury which may occur to Lessee or it's agents or invitees.

VIII. Indemnification of Lessor

Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Premises, or any part thereof, or caused by any defect in any building, structure, or other improvement thereon or in any equipment or other facility therein, or caused by or arising from any act or omission of Lessee, or of any of his agents, employees, licenses or invitees, or by or

[Handwritten signature] TW

from any accident on the land or any fire or other casualty thereon, or occasioned by the failure of Lessee to maintain the Premises in safe condition, or arising from any other cause whatsoever; and Lessee hereby waives on its behalf all claims and demands against Lessor for any such loss, damage, or injury of Lessee, and hereby agrees to indemnify and hold Lessor entirely free and harmless from all liability for any such loss, damage, or injury of other persons, and from all costs and expenses arising therefrom.

IX. Liability Insurance

Lessee, at its own expense, shall provide and maintain in force during the lease term, liability insurance in the amount of \$1,000,000. This insurance is to be carried by one or more insurance companies authorized or admitted to transact business in Texas. Choice of an insurance company is subject to approval by Lessor, who will not unreasonably withhold approval. The policy must cover Lessor as well as Lessee, Holly Lefevre, Philip Lefevre and Mara Moja Holdings, Ltd. (the "Insured Parties"), and name all of the Insured Parties as insureds, for any liability for property damage or personal injury arising from Lessee's occupying or Lessor's owning the premises, or any losses, damage or accident occurring on the Premises.

Lessee shall furnish Lessor with certificates of all insurance required by this article.

X. Default by Lessee and Remedies

10.1 Events of Default. The following event shall be deemed to be events of default by Lessee under this Lease:

A. Lessee shall fail to pay when due any installment of rent hereby reserved and such failure shall continue for a period of ten (10) days.

B. Lessee shall fail to comply with any term, provisions or covenant of this lease, other than the payment of rent, and shall not cure such failure within ten (10) days after Lessor has sent written notice thereof to Lessee.

C. Lessee or any guarantor of Lessee's obligations under this lease shall become insolvent, shall make a transfer in fraud or creditors or shall make an assignment to or for the benefit of creditors.

D. A receiver or trustee shall be appointed for the Premises or for all or substantially all of the assets of Lessee or any guarantor of Lessee's obligations under this lease.

E. Lessee shall desert or vacate the leased Premises.

F. Lessee shall do or permit to be done anything which creates a lien upon the Premises.

10.2 Remedies. Upon the occurrence of any of such events of default, Lessor shall have the option terminate this lease, in which event Lessee shall immediately surrender the leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which he may have for possession or arrearage in rent, immediately enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying said Premises or any part thereof and any

property found within the Premises, by force if necessary, without being liable for prosecution for any claim of damages therefor. Lessor also has the right to lock the Premises and bar Lessee from entering said Premises. The right of re-entry of Lessor and the right of Lessor to remove all persons and property from the Premises may be accomplished by Lessor without any notice given to Lessee. Lessor may accomplish all of this without resort to legal process and without being deemed guilty of trespass or becoming liable to Lessee or others for any resulting loss or damage.

Pursuit of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

XI. No Partnership

The relationship between Lessor and Lessee at all times shall remain solely that of landlord and tenant and not be deemed a partnership or joint venture.

XII. Lessor's Construction of Improvements

Lessor reserves the right to construct improvements on the Premises that do not unreasonably interfere with Lessee's permitted use thereof.

XIII. Holdover

If Lessee holds over and continues in possession of the Premises after the lease term (or any extension of it) expires, the holding over may be considered by the Lessor and at the Lessor's option a month-to-month tenancy binding Lessee to all terms and conditions as set forth in this lease.

XIV. No Warranty

Lessee has examined and inspected the Premises and accepted the Premises AS IS. Lessor makes no warranties, express or implied, regarding the Premises.

XV. Miscellaneous

15.1 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.

15.2 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Montgomery County, Texas.

15.3 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

15.4 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

15.5 The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

15.6 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the part not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

15.7 Time is of the essence of this Agreement.


XVI. Option to Terminate

In addition to any other rights hereunder, either Lessor or Lessee may without cause, terminate this lease upon at least thirty (30) days written notice to the other party.

EXECUTED effective the 1st day of August 1, 2017.

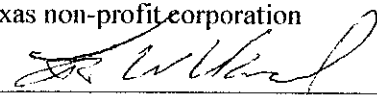
LESSOR:

THE ECLECTIC TRADING COMPANY
a Texas corporation

By 
Name TARA A. LEBURNE
Title President

LESSEE:

MONTGOMERY SOCCER CLUB
a Texas non-profit corporation

By 
THOMAS W. WARD
Title President

G:\WPDOCS\LEASE\RANSOM.LEASE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the term and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Pullen Insurance Services, Inc. 2560 River Park Plaza, Suite 300 Fort Worth, TX 76116	CONTACT NAME:	Sports Division	
		PHONE:	(817) 738-6100	FAX:
		E-MAIL ADDRESS:	contact@pullenins.com	
		PRODUCER CUSTOMER ID#:	STX	
		INSURERS AFFORDING COVERAGE		NAIC #
INSURED	South Texas Youth Soccer Association 15209 Highway 290 East Manor, TX 78653	Insurer A:	National Casualty Company	11991
		Insurer B:	Mutual of Omaha	71412
		Insurer C:		
		Insurer D:		
		Insurer E:		
		Insurer F:		

COVERAGES CERTIFICATE NUMBER: 17030105 REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		KRO 7051300	9/1/2017	9/1/2018	EACH OCCURRENCE \$1,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300.00 MED EXP (Any one person) \$5.00 PERSONAL & ADV INJURY \$1,000.00 GENERAL AGGREGATE UNLIMITE PRODUCTS - COM/POP AGG \$1,000.00 PARTICIPANT LEGAL LIABILITY \$1,000.00
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KRO 7051300	9/1/2017	9/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			XKO 7051400	9/1/2017	9/1/2018	EACH OCCURRENCE \$4,000.00 AGGREGATE \$4,000.00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E. L. EACH ACCIDENT E. L. DISEASE - EA EMPLOYEE E. L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT MEDICAL			SR2014TX-P-053272	9/1/2017	9/1/2018	\$100.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This certificate is issued on behalf of South Texas Youth Soccer Association & TYSA. Certificate Holder is Additional Insured as respects the operations of the Named Insured for sanctioned activities of the state association.

CERTIFICATE HOLDERMara Moja Holdings - Eclectic Trading Co.
Ransom's Sports Fields
300 CB Stewart
Montgomery, TX 77356**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved

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

11/22/2017 2:21 PM

Tap Fee

To tward@wardelectric.com Copy Jack Yates <jyates@ci.montgomery.tx.us>

Tom,

The tap fee for the 2" irrigation as requested is \$4,350.00. That breaks down to \$3400 for the tap and \$950 for the meter.

Mike Muckleroy, CWP
City of Montgomery
Director of Public Works
Main: 936-597-6434
Cell: 936-521-5294
Fax: 936-597-6437
mmuckleroy@ci.montgomery.tx.us

**A-1 CONSTRUCTION
COMPANY**

16815 Rabon Chapel Rd.
Montgomery, TX 77316

PROPOSAL No. 11569

Phone # 936-588-3353 Date 11/28/2017
Fax # 936-588-6595

<p>Name / Address</p> <p>Ward, Tom 281-734-3787 twward@wardelectric.com</p>	<p>Job Location</p> <p>Ransom's Sports Fields</p>
---	---

Description	Total
<p>I: Asphalt</p> <p>1. Sawcut 30' x 1' of existing asphalt 2. After installing waterline refill and pave with type D asphalt 2" compacted thickness</p> <p>II: Waterline</p> <p>1. Dig 300' long and 2' deep trench for waterline 2. Install 2" water pipe, customer to furnish pipe</p> <p>Due to the increasing oil prices, any cement or asphalt price is subject to change at anytime. Price is subject to prevailing Sales Tax, if applicable. If this is not a taxable job, we require a tax exempt certificate. All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner with a ONE YEAR Warranty. Owner to Furnish Construction Water Within 1/4 Mile of Job Site. No Permits, Testing or Engineering Included in Price.</p> <p style="text-align: center;">ON COMPLETION OF WORK</p> <p>TERMS: NET PAYABLE UPON RECEIPT OF INVOICE. Interest will be charged at the highest legal rate on all past due accounts plus reasonable attorney's fees on accounts placed for collection. All accounts due and payable in Montgomery County, Texas. Any alterations or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. We are not responsible for unstable subgrade (black land, etc), underground rocks or underground utilities. Workmen's Compensation and General Liability on above work to be furnished by us</p> <p>Respectfully submitted by:</p> <p>_____ Signature A-1 Construction Company</p> <p>ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p> <p>_____ Signature CUSTOMER _____ Date RESIDENTIAL jobs must also be signed by SPOUSE, if married.</p>	<p style="text-align: center; vertical-align: middle;">1,200.00</p>

MORRISON

SUPPLY COMPANY

a **MORSCO** brand

BRANCH: 1030 CONROE
516 SOUTH MAIN STREET
Conroe, TX 77301-3556
936-756-3393
Fax 936-441-1433



Quotation

EXPIRATION DATE	QUOTE NUMBER
12/28/2017	S103191925
PLEASE REMIT TO: MORRISON SUPPLY COMPANY PO BOX 309 FORT WORTH, TX 76101-0309 Phone: 936-756-3393	
PAGE NO.	
1 of 1	

QUOTE TO:

SHIP TO:

CASH CUSTOMER WHOLESALE 1030
516 SOUTH MAIN ST
CONROE, TX 77301-3556

CASH CUSTOMER WHOLESALE 1030
516 SOUTH MAIN ST
CONROE, TX 77301-3556

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME	SALESPERSON
192115	WARD		House/Branch Sales
WRITER	SHIP VIA	TERMS	SHIP DATE
Stephen Moncus	PICK UP	COD	11/28/2017
			FREIGHT ALLOWED
			No

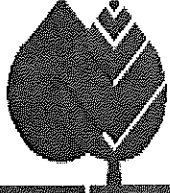
ORDER QTY	PRODUCT ID	DESCRIPTION	Unit Price	Extended Price
300ft	48183	PVCP 4X20 S40 PVC SOLID BE PIPE (MP40BEPP20)	2.580/ft	774.00
2ea	53627	IPEX 4 PVC SCH 40 45 ELL SXS (417040)	15.538/ea	31.08
1ea	51414	CHAR 4X2 PVC SCH 40 BUSH SPXS (PVC 02107 4000)	7.237/ea	7.24

If we received a copy of the project plans and specifications, then this quotation is based on our interpretation and understanding of the requirements therein. We believe that our quotation does reasonably cover these requirements. However, it is the responsibility of the purchaser to check our quotation, as it is not in any way guaranteed. The responsibility lies with the purchaser to determine the suitability of the material being quoted for the intended use. It is the responsibility of the purchaser to verify quantity, sizes, and descriptions prior to placement of order. This quotation may include special order material not subject to returns or cancellation.

Subtotal	812.32
S&H Charges	0.00
Total	812.32

Sales Tax not included

www.morscousa.com



BAUER

QUOTE	
Bill to: Tom Ward Houston, tx	No. 20171127(A2) TO: Tom ATTN: Tom DATE: 11/27/2017
Ship to: Montgomery Soccer Club Houston, Tx	SHIPPING DATE TRUCKING LINE SHIP VIA F.O.B.
Any special shipping instructions:	P/O No.: DATED: 11/27/2017 PAYMENT TERMS: ORDER PLACED BY: Tom BAUER SALES REP: Trey Poteat

WHS	Part no.	Description	Q'ty	Price	DISCOUNT		Extended price
MC	8340268	Rainstar A2 58-115	1	9150.00	20%		7,320.00
MC	5500060	R163 Sprinkler	1	215.00	20%		172.00
		Sub-Total					7,492.00
		Shipping					750.00
		TOTAL		USD			8,242.00
		3% Cash Discount					8,017.24



BAUER

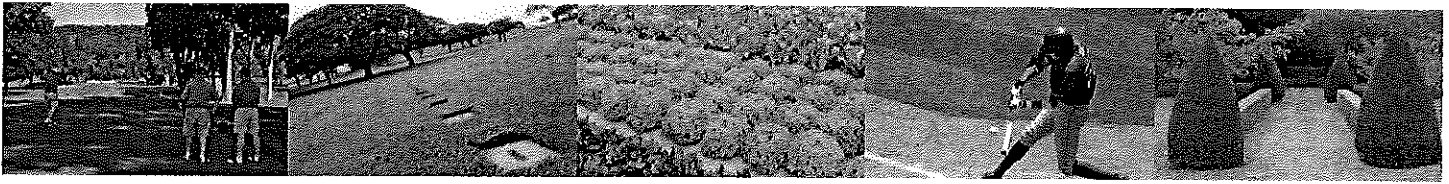
FOR A GREEN WORLD

RAINSTAR A

The multi-talented Pro for a wide variety of applications



RAINSTAR A



RAINSTAR A1 and A2 – the Universal Talents

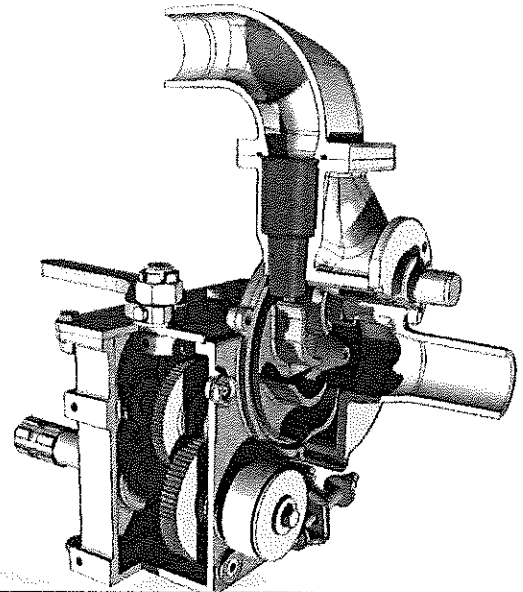
Easy handling, optimal output and innovative technology make the new A-Series irrigation machines from BAUER ideal for a wide variety of applications such as Sports facilities, parkland, schools, golf courses, garden centers, cemeteries, etc.

The same philosophy of quality, technology, and precision applied to our larger RAINSTAR units used in agriculture can also be found in the A-Series models.

Highest value due to an extraordinary price-performance ratio, best irrigation efficiency and wide range of applications. Quick and easy swiveling of the reel into its required working position is easily done by only one person due to a 3-wheel chassis and automatic gun trolley lift.

The compact series in a modern design

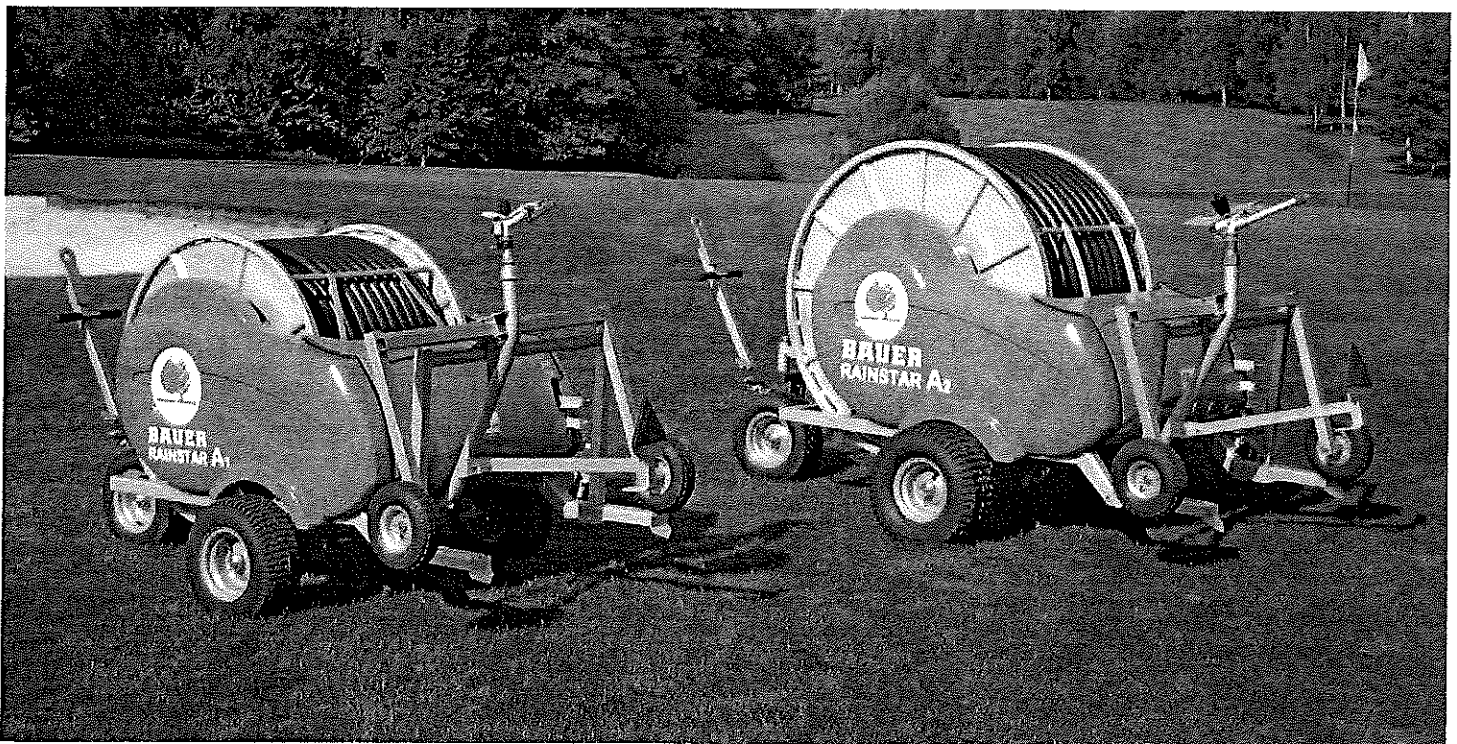
- RAINSTAR A1 and A2 with long-lasting BAUER PE-pipe
- Hot-galvanized pipe reel and chassis
- Drive unit with new BAUER turbine/gearbox combination
- Automatic gun cart lift



NEW

Powerful, compact BAUER turbine/gear box combination for RAINSTAR A1 and A2 with precise adjustment and exchangeable nozzles for high efficiency.

RAINSTAR A1 – A2





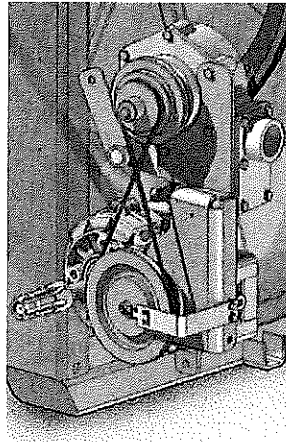
BAUER

FOR A GREEN WORLD

RAINSTAR A3 – largest model in the A-Series is a true Irrigation Specialist

Pro-gardening, Parkland, horticulture, golf courses, sports facilities and model farms – the RAINSTAR A3 multi-tasks in most applications – a smart choice for irrigation.

- RAINSTAR A3 with BAUER specific PE-pipe
- Hot-galvanized pipe reel, turntable and chassis
- Two-wheel gun-trolley with wide-profile tyres. Adapts easily to any crop row spacing. The chassis has a rotating pipe reel and integrated leg supports
- Drive system is BAUER full-flow turbine
- 3 Speed adjustable V-belt transmission
- Mechanical speed regulator with automatic pipe layering compensator
- Speed-change gearbox with PTO winding system
- Power transmission is via precision chain drive
- Automatic gun-trolley lift
- Automatic final shut-off device
- PE-pipe rewind system with precision rewind shaft and strong support chassis
- Single axle chassis with universal variable track width ranging from 40 – 60 ft



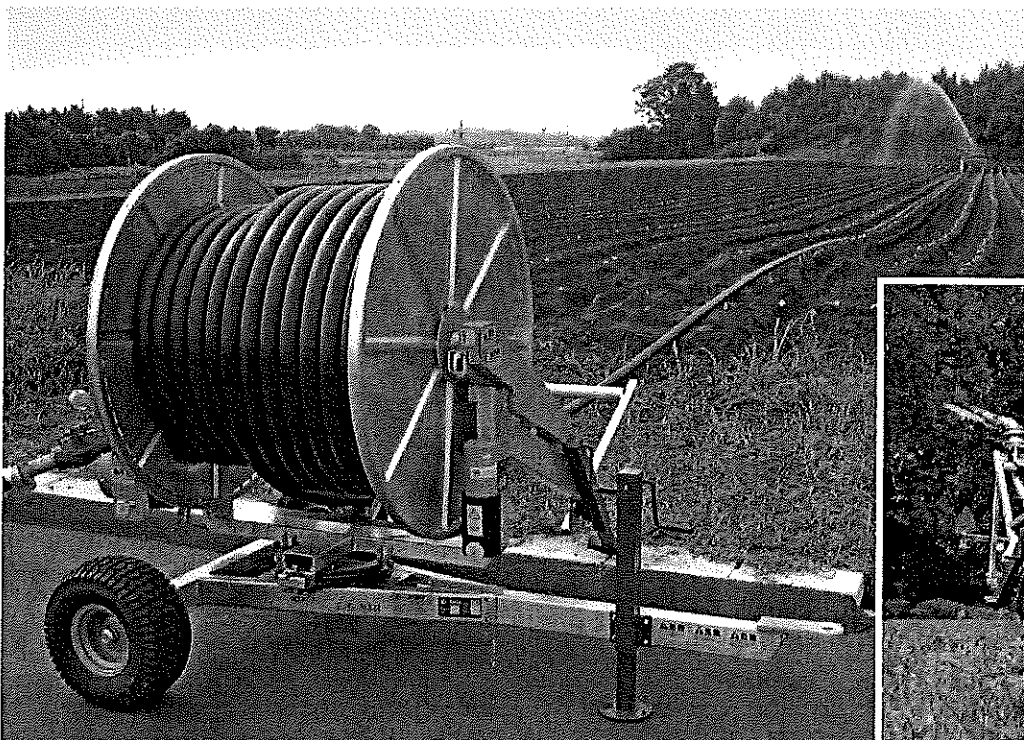
Compact Drive Unit

The compact drive unit includes the BAUER full-flow turbine, the V-belt transmission and speed change gearbox.

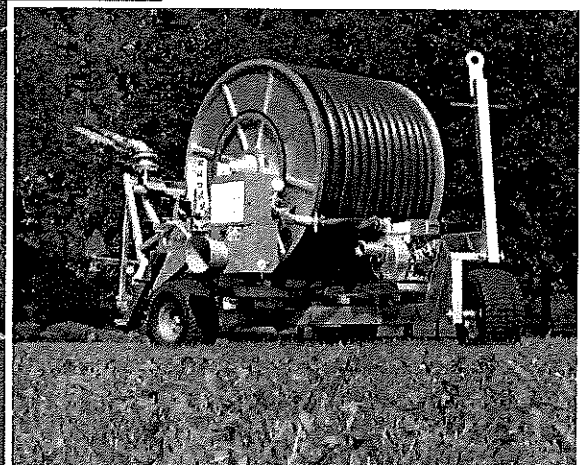
This unit offers the optimum in economy and operating efficiency. Power transmission to the pipe reel is via a strong high-quality chain and precision laser-cut toothed gear elements. This optimised design offers extremely low pressure loss and high efficiency power output.



RAINSTAR A3

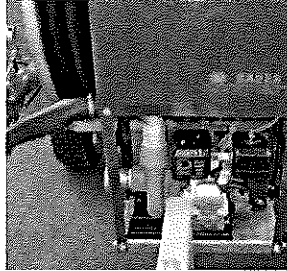


RAINSTAR A3 with 3-wheel option and booster pump



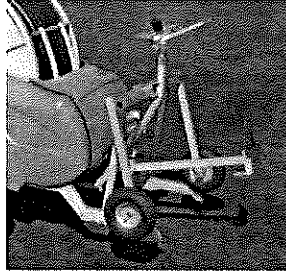


Convincing arguments for successful irrigation



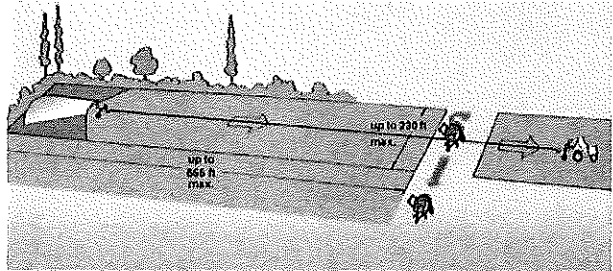
Booster pump (optional)

With additional tank for approx. 12 hours of operation. Powered by Honda engine – directly mounted on the turntable.



Gun trolley

Automatic gun trolley lift at the end of irrigation strip – simple adjustment of the track width – for rain guns as well as for boom carts (A3).



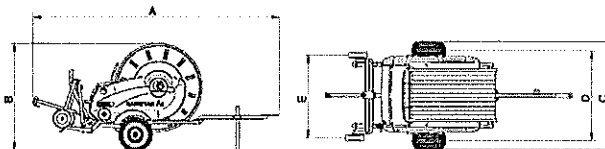
Use scheme

To swivel the RAINSTAR A reel to the required working position is simple and easily undertaken by one person. Gives high operating efficiency maximising working hours. From a single position, irrigation can be undertaken in two directions.

Technical Data

Specification										
RAINSTAR model	Type	PE pipe Ø inch	PE pipe length ft	Strip width ft	Flow rate USGpm	Nozzle range inch	Connection pressure PSI	Weight kg.		
								with water	less water	
A1	40 - 135	1.3	440	92 - 125	13 - 31	0.3 - 0.4	45 - 115	858	593	
	43 - 125	1.4	410	98 - 164	17.5 - 44	0.3 - 0.5	45 - 115	867	591	
A2	50 - 135	1.65	440	92 - 177	14 - 57	0.3 - 0.55	45 - 115	1160	752	
	55 - 120	1.8	390	98 - 190	17.5 - 70	0.3 - 0.6	45 - 115	1204	774	
A3	58 - 115	1.9	375	105 - 203	22 - 88	0.35 - 0.65	45 - 115	1253	779	
	55 - 170	1.8	555	125 - 187	33 - 79	0.4 - 0.65	55 - 110	1747	1136	
A3	63 - 125	2.1	410	125 - 203	33 - 88	0.4 - 0.65	55 - 110	1716	1129	
	63 - 150	2.1	490	125 - 203	33 - 88	0.4 - 0.65	55 - 110	1885	1184	

Dimensions					
Basic model	A inch	B inch	C inch	D inch	E inch
A1	126.8	48.5	58.7	48.9	39.4 - 59.1
A2	134.7	58.3	58.7	48.9	39.4 - 59.1
A3	139.8	66.6	68.2	48.3	39.4 - 59.1



Optional Equipment RAINSTAR A

Automatic over-pressure shut-off valve

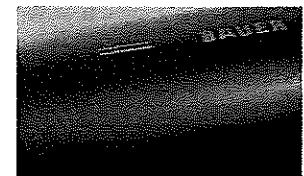
Speedometer

Connecting hose

Boom trolley AS 16 with strip width of 32 m (A3)

BAUER wide range sprinkler

Booster pump directly mounted on the turntable



Three RAINSTAR A types

The RAINSTAR A models are available with the long durable BAUER PE pipe in length from 390 ft – 555 ft. Options are pipe diameters from 1.3" – 2.1".

Your dealer:

Röhren- und Pumpenwerk BAUER Ges.m.b.H.
8570 Voitsberg, Austria
Tel. +43 3142 200-0
Fax +43 3142 200-320 / -340
sales@bauer-at.com
www.bauer-at.com

A BAUER Group company



BLACK FRIDAY DEALS START NOW + FREE PARCEL SHIPPING WITH MYLOWE'S. SHOP NOW >



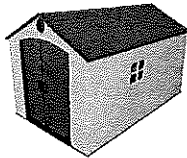
Open until 9PM!
Conroe Lowe's ▾

Prices, promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

LIFETIME PRODUCTS Gable
Storage Shed (Common: 8-ft x
12.5-ft; Actual Interior
Dimensions: 7.5-ft x 12-ft)

Item # 135365 Model # 6402

★★★★★ (83 Reviews)



\$1,290.09



ADD TO CART



**Ships to Store
FREE**



**FREE
Shipping**

✓ Ready for
pickup on
12/01/2017 at
Conroe Lowe's

✓ Ready for
delivery by
12/01/2017



Get 5% OFF* Every Day

Subject to credit approval. Exclusions apply. Cannot be combined with Special Financing.

[Get Details >](#)

CHAT WITH LOWE'S

Product Information

Description

- Sturdy, steel-reinforced construction
- Double-wall, high-density polyethylene (HDPE) panels
- Lockable, steel-reinforced doors
- 6'8" of headroom and spacious walk-around interior
- Steel trusses provide additional roof strength and durability
- High-density polyethylene (HDPE) floor included
- UV-protected to prevent fading and cracking
- Customizable shelving and storage system
- Expandable, up to 15' deep, with expansions kits (sold separately)

Specifications

Material	Resin	Actual Interior Width (Feet)	7.5
Series	N/A	Actual Interior Length (Feet)	12
Style	Gable	Actual Interior Peak Height (Feet)	7.83
Actual Exterior Width (Feet)	7.73	Foundation Width (Feet)	7.83
Actual Exterior Length (Feet)	12.125	Foundation Length (Feet)	12.33
Actual Exterior Peak Height (Feet)	8	Package Width (Inches)	32
Door Opening Width (Inches)	56	Package Length (Inches)	96
Door Opening Height (Inches)	76	Package Height (Inches)	32.06
Storage Capacity (Sq. Feet)	90		

 **CHAT WITH LOWE'S**

Floor Storage Capacity (Cu. Feet)	620.6	Package Weight (lbs.)	614
Installation Included	X	Storage Capacity Range (Sq. Ft.)	37 to 100
Siding Color	Desert tan	Common Exterior Length (Feet)	12.5
Color/Finish Family	White	Common Exterior Width (Feet)	8
Trim Color	Brown	Common Size Range	3 ft x 7 ft to 10 ft x 10 ft
Warranty	10-year limited	Number of Windows	2
		Number of Shelves	5

Need Help?

Call 1-800-445-6937

Products & Sales

Call 1-877-GO-LOWES

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 **CHAT WITH LOWE'S**

ITEM #7
Montgomery City Council
AGENDA REPORT

Meeting Date: December 5, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits:
Date Prepared: November 30, 2017	

Subject

This is to possibly cancel the December meeting.

Description

The MEDC has generally not met it in December, unless something urgent comes up. Nothing is foreseen as necessitating the meeting in December.

Recommendation

Motion to cancel the December meeting unless one becomes necessary.

Approved By

City Administrator	Jack Yates	Date: November 30, 2017
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Montgomery City Council
AGENDA REPORT

Meeting Date: December 5, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits:
Date Prepared: November 30, 2017	

Subject

This is to consider the budgeted expenditure for Christmas in Montgomery and the Wine and Music Festival

Description

The MEDC budget has \$5,000 for the Christmas in Montgomery and \$10,000 for the Wine and Music Festival.

At the time of the budget preparation the Board directed me to have each of the recipients of the marketing tourism category in the budget appear before the Board with their financial report. Both groups presented their finances in the October meeting.

At this point I am asking for clarification about if you want me to process their payments or not. Christmas in Montgomery is asking for their payment now. The Wine and Music Festival will not be asking until the summer.

Recommendation

Motion to approve the expenditure of the budgeted amount for a Christmas in Montgomery and for the Wine and Music Festival.

Approved By

City Administrator	Jack Yates	Date: November 30, 2017
--------------------	------------	-------------------------

Meeting Date: December 5, 2017	Budgeted Amount:
Department:	
Prepared By: Jack Yates City Administrator	Exhibits: Proposal from City Engineer
Date Prepared: November 30, 2017	

Subject

This is to consider hiring the Jones and Carter engineering firm to perform the pedestrian lighting plan design in conjunction with the FM 149 paving project.

Description

The MEDC has in the past supported downtown development, including a budgetary item for downtown development improvements of \$55,000. The work described in the engineers proposal is to create a plan set that will be delivered to TxDOT that includes conduit design, conductors, service entrance equipment, lighting controls, power distribution equipment, light fixture and conduit layouts, electric pool boxes, voltage drop calculations, electric load analysis, electric utility coordination, and regulatory agency coordination design will also include all necessary construction drawings and technical specifications required for the construction of the project. The \$18,000 proposal is, to my mind is the worst-case possibility, and is a not to exceed approved figure. TxDOT will install the conduit and the ornamental light bases as part of their construction of 149 in this area. The fee is based on a per hour charge.

One concern that I have, and will tightly manage, is the amount of time spent in design considering that TxDOT has not yet finalized their plans for the roadway. I would not want the engineers to be designing for a certain corridor of alignment and then have TxDOT change their layout requiring a new corridor and new design. I will not let that happen,

Montgomery City Council
AGENDA REPORT

Recommendation

Motion to approve the City Engineer work on the design and implementation of downtown ornamental streetlighting from Clepper Street to State Highway 105.

Approved By

City Administrator

Jack Yates

Date: November 30, 2017



6330 West Loop South, Suite 150
Bellaire, Texas 77401
Tel: 713.777.5337
Fax: 713.777.5976
www.jonescarter.com

November 29, 2017

Montgomery Economic Development Corporation
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Re: Proposal for City of Montgomery FM 149 Pedestrian Lighting Plan Design
The City of Montgomery ("the City")

Dear Board Members:

We appreciate the opportunity to present this proposal for electrical engineering services in connection with the City of Montgomery FM 149 Pedestrian Lighting Plan Design.

Project Understanding

Jones|Carter (JC) understands that the City of Montgomery is potentially interested in constructing pedestrian lighting in the downtown Historic District of the City along FM 149. JC also understands the design for such lighting is to be included in the TxDOT FM 149 Improvements Project plan set, and will be partially funded and constructed by TxDOT during construction of the previously mentioned project. To create the plan set that will ultimately be delivered to TxDOT, Jones|Carter will provide engineering design services for the Pedestrian Lighting Plan. The design area will include the eastern and western right-of-ways along FM 149 from SH-105 to Clepper Street, and will allow for the installation of lights in both the short- and long-term. Based on our understanding of your project, we have prepared the following scope of services, fee proposal, and approximate schedule for your consideration.

Scope of Services

The design will include conduit, to be constructed by TxDOT, conductors, service entrance equipment, lighting controls, power distribution equipment, light fixture and conduit layouts, electrical pull boxes, voltage drop calculations, electrical load analysis, electric utility coordination, and regulatory agency coordination. The design will include all necessary construction drawings and technical specifications required for the construction of the project. Design and construction is expected to be completed according to the schedule below. Bidding, construction contract administration and inspection services are not included in the scope of this proposal.

Proposed Fee

We propose to accomplish the Services described herein in accordance with our Professional Services Agreement. We propose to complete this design for an estimated total of **\$18,000**, billed at hourly rates.



Board of Directors
Page 2
November 29, 2017

Estimated Project Schedule

We plan to complete the design of the Pedestrian Lighting Plan according to the following schedule:

- Design – to be completed by January 19th
- TxDOT/City Review – plans to be submitted by January 22nd
- Final Plans – to be completed within 2 weeks of receipt of comments

Special Considerations

This proposal is based on the following special considerations:

1. Any review or permit fees associated with the project shall be paid by the Client, or if paid by JC, shall be considered as a reimbursable expense not included in any lump sum or not-to-exceed fees proposed.
2. Reimbursable expenses including outside services not performed by JC personnel shall be provided in accordance with the enclosed Schedule of Reimbursable Expenses. These services typically include deed research, reproduction for bidding and construction, deliveries, and construction materials testing.
3. This proposal shall be subject to the enclosed General Conditions of Agreement.
4. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to modify the scope of services, we reserve the right to negotiate a revised fee.
5. This proposal shall be valid for sixty days from this date and may be extended upon approval by this office.



Board of Directors
Page 3
November 29, 2017

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. An executed copy of this proposal will serve as our notice to proceed. Please return one copy to our office. Should you have any questions, please call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brian S. Chong'.

Brian S. Chong, PE
Electrical Department Manager

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sean E. McMillan'.

Sean E. McMillan, PE
Electrical Division Manager

BSC/bmr

K:\W5841\W5841-0900-00 General Consultation\Correspondence\Letters\2017\FM 149 Lighting Proposal.doc

Enc: 2017 Jones|Carter Schedule of Hourly Rates
2017 Jones|Carter Schedule of Reimbursable Expenses
General Conditions of Agreement

cc: Mr. Jack Yates – City of Montgomery, City Administrator
Ms. Susan Hensley – City of Montgomery, City Secretary
Mr. Larry Foerster – Darden, Fowler & Creighton, LLP, City Attorney
Mr. Chris Roznovsky, PE – Jones & Carter, Inc., City Engineer

Approved by: _____

Date: _____



SCHEDULE OF HOURLY RATES

Effective January 2017 - Subject to Annual Revision in January 2018

ENGINEERING PERSONNEL

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

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
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

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
Contract Coordinator	\$ 60
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
CAD Manager	\$ 92
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
Computer Tech	\$ 60
Computer Manager	\$100

PLANNING PERSONNEL

Planner I	\$ 75
Planner II	\$ 90
Planner III	\$105
Planner IV	\$120
Planner V	\$150



SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2017

Subject to Annual Revision in January 2018

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>		
Translucent Bond	\$0.30/sq ft	\$ 3.00/sq ft
Color Bond	\$0.35/sq ft	\$ 4.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 6.00/sq ft
Vellum	\$1.00/sq ft	N/A
Mylar (4 mil)	\$2.00/sq ft	N/A
 <u>Aerial Backgrounds</u>		
All sizes	\$5.00/sheet (plus above sq. ft. cost)	

2. Transportation (mileage): \$0.54/mile

3. Subcontracts and all other outside expenses and fees: Actual 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: Actual cost plus 10%
- c. Stakes: Cost plus 10% service charge where 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%

GENERAL CONDITIONS OF AGREEMENT
JONES & CARTER, INC.

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (J&C), to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by J&C under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by J&C.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay J&C for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by J&C on a monthly basis and the full amount shall be due and payable to J&C upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify J&C in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by J&C more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, opinions of probable construction cost, specifications, field notes, and data provided or furnished by J&C pursuant to this AGREEMENT are instruments of service in respect to the Project and J&C shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by J&C for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to J&C, and the CLIENT shall indemnify and hold harmless J&C from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

COST ESTIMATES

Cost estimates prepared by the engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

INSURANCE

J&C agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

J&C agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that J&C shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances or conditions.

Version 13-08-22

INDEMNIFICATION

J&C agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by J&C's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom J&C is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold J&C harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

J&C is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to J&C and J&C shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or J&C employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of J&C's services either by the CLIENT or by J&C, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligation of this AGREEMENT except compensation payable to J&C for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with J&C's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and J&C each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor J&C shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and J&C.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and J&C, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.



1575 Sawdust Road, Suite 400
The Woodlands, Texas 77380-3795
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Fax: 281.363.3459
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November 29, 2017

Montgomery Economic Development Corporation
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Re: Engineering Development Report
Montgomery EDC Meeting: December 5, 2017
City of Montgomery

Board Members:

The following information summarizes the current status of development throughout the City:

Montgomery EDC Projects:

- 1) **Houston Street Rehabilitation** – Bids for the project were received on November 9th, and were presented at the November 14th meeting of the City Council. We are proceeding with preparation of the contracts and expect construction to begin in January 2018.
- 2) **Heritage Medical Center 12" Waterline Replacement** – Construction is complete and the infrastructure was accepted by the City at the November 14th meeting of the City Council.
- 3) **McCoy's Water and Sanitary Sewer Extension** – Construction is complete and McCoy's is open for business. It is our understanding the City Administrator is coordinating with McCoy's regarding the reimbursement for the upsizing of the sanitary sewer line.
- 4) **Cozy Grape Parking Lot** – The project is complete.

Development Projects Under Construction – Below is a list of the developments under construction:

- 1) **Heritage Medical Plaza** – 18,000 SF Medical Office Building
- 2) **Villas of Mia Lago, Section 2** – 42 Single Family Homes
- 3) **Hills of Town Creek, Section 3** – 49 Single Family Homes
- 4) **Lake Creek Village, Section 3** – 22 Single Family Homes and 22.4 Ac of Commercial Reserves.
- 5) **Town Creek Storage** – 29,000 SF Storage Facility
- 6) **Buffalo Springs Phase II Public Water, Public Sanitary Sewer, and Private Site Work** – 18.5 Acres of Commercial Reserves
- 7) **Montgomery First** – 20.7 Ac Mixed Use Commercial
- 8) **Pizza Shack**
- 9) **Burger King**
- 10) **Apache Machine Shop Expansion**
- 11) **Emma's Way Extension** – Public Road Extension

Development Projects Under Design/Review – Below is a list of the developments that are currently in the design and approval phase:

- 1) **Living Savior Lutheran Church** – Expansion and Remodel
- 2) **BlueWave Express Car Wash** – Self Service Car Wash
- 3) **Dusty’s Car Wash** – Self Service Car Wash
- 4) **The Shoppes at Montgomery** – 27.68 Ac Mixed Use Commercial
- 5) **Burger King**
- 6) **5.7-Acre Peter Hill Commercial Tract** – Mixed Use Commercial

Developments in Feasibility Process – Below is a list of the developments that are currently undergoing a feasibility study:

- 1) **80-Acre First Hartford (Mabry) Single Family Tract** – 345 Single Family Homes
- 2) **1.6-Acre Baja Road Single Family Development** – 4-7 Single Family Homes

Capital Projects:

- 1) **FM 149 Widening (TxDOT)** – The project is scheduled to go out for bids in November 2018. We attended our regularly scheduled monthly coordination meetings with TxDOT on October 13th and November 15th. Enclosed with this report are minutes from the October and November coordination meetings.
- 2) **Buffalo Springs Drive Bridge Repair (FEMA)** – Bids for the project were received on November 9th, and were presented at the November 14th meeting of the City Council. We are proceeding with preparation of the contracts. We are continuing to coordinate with FEMA, the US Army Corps of Engineers, the Texas Department of Agriculture, and the Texas General Land Office to obtain final clearance. We are preparing the contract documents and expect construction to begin in January 2018.
- 3) **Plez Morgan Drive Repair and Resurfacing (FEMA)** – The project information has been submitted to FEMA for approval for funding.
- 4) **Flagship Boulevard Pavement (FEMA)** – Construction is complete and the infrastructure was accepted by the City at the November 14th meeting of the City Council.
- 5) **Lone Star Parkway (Montgomery County)** – It is our understanding construction is substantially complete from SH-105 to FM 149 and the road is open to traffic.
- 6) **Lone Star Bend (Montgomery County)** – It is our understanding construction began earlier this month, and construction of Bois D’Arc Bend is substantially complete.
- 7) **Lift Station No. 1 Replacement (Texas Water Development Board “TWDB”)** – We plan to begin design of the project once an agreement is reached with the neighboring property owner regarding the relocation of the lift station, the construction of a gravity sanitary sewer line, and acquiring additional property for the City’s Stewart Creek Wastewater Treatment Plant.



- 8) **Lift Station No. 3 Force Main Re-Route (TWDB)** – We expect to complete the design by the end of the year and receive all approvals in early 2018. We expect construction to begin in April 2018.
- 9) **SH-105 and Downtown Waterline Replacement (TWDB)** - We expect to complete the design and receive plan approval in March 2018. We expect construction to begin in May 2018.
- 10) **Water Plant No. 3 Improvements (TWDB)** - We expect to complete the design and receive plan approval in April 2018 and we expect construction to begin in June 2018.
- 11) **18" Gravity Sanitary Sewer Extension (Developer)** – We plan to begin design of the project once an agreement is reached with the property owner/developer.
- 12) **Buffalo Springs Drive Waterline Extension (General Funds/Developer)** – Bids for the project were received on November 2nd, and were presented at the November 14th meeting of the City Council. We are proceeding with preparation of the contracts and we expect construction to begin in January 2018.
- 13) **2017 FM 149 Cleaning & Televising (General Funds)** – We received acceptable videos of all portions of the sanitary sewer lines and manholes to be inspected, and are proceeding with our review of the videos and preparation of recommendations.
- 14) **Water Plant No. 2 Ground Storage Tank Backfill (General Funds)** – We plan to receive bids in May 2018, and we expect construction to begin in June 2018.
- 15) **Baja Road Water and Drainage Improvements (CDBG)** – We continue to coordinate with the grant administrator and the Texas Department of Agriculture to determine the project requirements before design can begin.

Please contact Ed Shackelford, Katherine Vu, or myself if you have any questions.

Sincerely,

Chris Roznovsky, PE
Engineer for the City

CVR/kmv

Enclosures: Project Schedule
Meeting Minutes – October TxDOT Coordination Meeting
Meeting Minutes – November TxDOT Coordination Meeting
cc/enc.: Mr. Jack Yates – City of Montgomery, City Administrator
Ms. Susan Hensley – City of Montgomery, City Secretary
Mr. Larry Foerster – Darden, Fowler & Creighton, LLP, City Attorney

City of Montgomery Capital Project Schedule

WBS	Project/Task (Funding)	Predecessor	Start	End	Cal. Days	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19
8	Lift Station No. 1 Relocation (TWDB)																				
8.1	Finalize Developer Agreement		Tue 11/14/17	Wed 12/13/17	30	█															
8.2	Surveying	8.1	Thu 12/14/17	Sat 1/27/18	45	█	█	█													
8.3	Geotechnical Analysis	8.1	Thu 12/14/17	Fri 1/12/18	30	█	█	█													
8.4	Preliminary Design	8.1	Thu 12/14/17	Fri 1/12/18	30	█	█	█													
	TWDB Change in Scope																				
8.5	Approval	8.1	Thu 12/14/17	Sat 1/27/18	45	█	█	█													
8.6	Design	8.1, 8.2, 8.3	Mon 1/15/18	Fri 3/30/18	75		█	█	█	█											
8.7	Approvals	8.4	Fri 3/30/18	Tue 5/29/18	61					█	█										
8.8	Bidding	8.5	Tue 5/29/18	Wed 6/20/18	23						█	█									
8.9	Award Contract	8.6	Tue 6/26/18	Tue 6/26/18	1							█	█								
8.10	Prepare Contracts	8.7	Wed 6/27/18	Tue 7/03/18	7								█	█							
8.11	Execute Contracts	8.8	Wed 7/04/18	Tue 7/17/18	14									█	█						
8.12	Issue Notice to Proceed	8.9	Tue 7/24/18	Thu 8/02/18	10										█	█					
8.13	Construction	8.10	Fri 8/03/18	Thu 2/28/19	210											█	█	█	█	█	█
9	18" Gravity Sanitary Sewer Extension (Developer)																				
9.1	Finalize Developer Agreement		Tue 11/14/17	Wed 12/13/17	30	█															
9.2	Surveying		Thu 12/14/17	Fri 1/26/18	44	█	█	█													
9.3	Geotechnical Analysis		Thu 12/14/17	Fri 1/12/18	30	█	█	█													
9.4	Preliminary Design		Thu 12/14/17	Sat 1/27/18	45	█	█	█													
9.5	Design	9.1, 9.2, 9.3	Mon 1/29/18	Fri 4/27/18	89		█	█	█	█											
9.6	Approvals	9.4	Mon 4/30/18	Mon 5/21/18	22					█	█										
9.7	Bidding	9.5	Tue 5/22/18	Thu 6/14/18	24						█	█									
9.8	Award Contract	9.6	Tue 6/26/18	Tue 6/26/18	1							█	█								
9.9	Prepare Contracts	9.7	Wed 6/27/18	Tue 7/03/18	7								█	█							
9.10	Execute Contracts	9.8	Thu 7/05/18	Wed 7/18/18	14									█	█						
9.11	Issue Notice to Proceed	9.9	Wed 7/25/18	Fri 8/03/18	10										█	█					
9.12	Construction	9.10	Mon 8/06/18	Mon 12/03/18	120											█	█	█	█	█	█
10	Baja Road and Martin Luther King Water and Drainage Improvements (CDBG)																				
10.1	Finalize CDBG Contract		Tue 11/14/17	Thu 12/28/17	45	█															
10.2	Surveying	10.1	Tue 1/02/18	Wed 1/31/18	30		█	█													
10.3	Preliminary Design	10.1	Thu 2/01/18	Wed 2/14/18	14			█	█												
10.4	Design	10.2, 10.3	Thu 2/15/18	Fri 3/30/18	44			█	█	█											
10.5	Approvals	10.4	Fri 3/30/18	Thu 4/12/18	14					█	█										
10.6	Bidding	10.5	Tue 4/17/18	Tue 5/01/18	15						█	█									
10.7	Award Contract	10.6	Tue 5/08/18	Tue 5/08/18	1							█	█								
10.8	Prepare Contracts	10.7	Wed 5/09/18	Fri 5/18/18	10								█	█							
10.9	Execute Contracts	10.8	Fri 5/18/18	Thu 5/31/18	14									█	█						
10.10	Issue Notice to Proceed	10.9	Thu 6/07/18	Sat 6/16/18	10										█	█					
10.11	Construction	10.10	Mon 6/18/18	Thu 8/16/18	60											█	█	█	█	█	█
11	Water Plant No. 2 Ground Storage Tank Backfill (City)																				
11.1	Bidding		Fri 4/13/18	Sat 5/12/18	30					█	█										
11.2	Award Contract	11.1	Tue 5/22/18	Tue 5/22/18	1							█	█								
11.3	Prepare Contracts	11.2	Wed 5/23/18	Tue 5/29/18	7								█	█							
11.4	Execute Contracts	11.3	Wed 5/30/18	Tue 6/12/18	14									█	█						
11.5	Issue Notice to Proceed	11.4	Tue 6/19/18	Thu 6/28/18	10										█	█					
11.6	Construction	11.5	Fri 6/29/18	Fri 10/26/18	120											█	█	█	█	█	█

City of Montgomery, TX
Monthly TxDOT Coordination Meeting
Meeting Minutes

November 15, 2017, 9:30 AM

Present: City of Montgomery – Mayor Kirk Jones, Jack Yates
TxDOT – Joel Porras, Matt Hensarling, Daniel (Dan) Ammons
Jones|Carter – Katherine Vu

Next scheduled meeting: TBD – will be walkaround with downtown business owners

I. Announcements

- N/A

II. Topics of Discussion

Turn Lanes at SH-105/FM 149 Intersection

Matt and Dan began the conversation by presenting three turn lane options for the intersection at SH-105 and FM 149, each with varying levels of complexity and requirements for right-of-way needed. Option 1 included both northbound and southbound left turn lanes along FM 149, as well as a northbound right turn lane along FM 149. Option 2 included a southbound left turn lane, and a northbound right turn lane with a median in place of a left turn lane. Option 3 included only a northbound right turn lane with no other construction and lane changes to take place. Dan emphasized that these drawings are merely preliminary and have not been fully designed, so the measurements shown are subject to change.

Jack and The Mayor expressed concern about Options 1 and 2, noting that the additional right-of-way required to include a southbound left turn lane encroaches on historical property. The Mayor suggested that the lawyer's office building could potentially be moved to the adjacent property, but the museum would raise big issues if it was moved. Dan stated that he doesn't care how it gets done, that is the City's responsibility to work out all the details with the historical buildings. He stated he only needs to know once it is taken care of, and he prefers to stay out of the process of sorting it all out.

Katherine asked Matt and Dan to confirm the process of giving the right-of-way at the southeast corner of the intersection to TxDOT, as the City was previously told the area must be donated to the County before it can be submitted to TxDOT. Dan advised he does not know the process of obtaining right-of-way, but he can direct Katherine to someone who does. Dan gave Katherine a business card for Mr. Jim Teltschik, saying he will either know the answer or be able to direct the City to someone who does. Dan confirmed once the right-of-way in the southeast corner is approved and in hand, design of the northbound right turn lane can move forward. Katherine asked Dan to confirm only an additional 12 feet is required to be donated for the right-of-way. Dan confirmed that is his understanding and he has not heard otherwise.

Matt and Dan redirected the conversation back to the northeast corner of the intersection, saying the power utilities that are currently located within the right-of-way must be moved to allow TxDOT to have clear right-of-way. Jack suggested looking into using TDA funds to pay for the relocation of all power poles, as it will likely be quite expensive. Jack and the Mayor requested Katherine contact Consolidated to discuss pricing for relocation of all power poles. The Mayor stated that the lawn next to the historical museum contains the gravesites of the previous owner's children, which are well-known throughout the City. Dan stated he does not work with gravesites at all, and all attendees agreed the southbound left turn lane option is most likely no longer possible for this reason.

Traffic Light at Buffalo Springs Drive

Jack asked how much a traffic light would cost to install at Buffalo Springs Drive and SH-105. Dan replied the light alone is approximately \$325,000 - \$400,000, which does not include construction, conducting a traffic study to determine the necessity, or any other costs. Jack asked what is the likelihood of a traffic study showing a signal is necessary so that it can be paid for by TxDOT. Dan said the likelihood is low, that many requirements must be met before TxDOT will pay for a traffic signal. Dan explained that if a developer wishes to install a light, they must pay for it themselves in entirety, including installation, payment for timing studies, and all other expenses associated with the light. Katherine asked if there was a person who could be contacted to discuss the matter further, as well as retiming the signal at the SH-105/FM 149 intersection, and Joel stated he will forward contact information.

Pedestrian Signal

Katherine asked Joel and Matt what was found regarding the possibility of a pedestrian signal at College and/or Caroline Street. Joel stated that per TxDOT standards, a pedestrian signal must be a minimum of ½ mile from the nearest traffic signal. He confirmed this would put the pedestrian signal at Jim's Hardware, and stated there is no way to get an exception to this standard as it is a public safety hazard.

Speed Study along FM 149

Jack asked about the status of the speed study along FM 149 to potentially adjust the speed limit in the downtown area. Dan said he has emailed his contact about the issue and has not heard back, but will follow up.

December Meeting

The Mayor asked when the December meeting will be scheduled, as he understood Abe wished to walk through downtown Montgomery to visit with property and business owners to hear their concerns and explain the project and its effects. Joel said he is not sure what Abe's availability is, but he will remind him so that he can look at his calendar and coordinate schedules with Jack and the Mayor.

City of Montgomery, TX
Monthly TxDOT Coordination Meeting
Meeting Minutes

October 13, 2017, 9:30 AM

Present: City of Montgomery – Mayor Kirk Jones, Jack Yates
TxDOT – Abraham (Abe) Guzman, Joel Porras, Hector Gomez
Jones|Carter – Katherine Ferry

Next scheduled meeting: November 17, 2017, 9:30 AM

I. Announcements

- N/A

II. Topics of Discussion

Sidewalks Along Downtown FM 149

At the City's request, Abe began the discussion of whether sidewalks along the west side of FM 149 would be possible. Abe said that per TxDOT policy, they prefer to keep driveways directly attached to FM 149 at a 12% grade or lower, and said that some driveways between SH-105 and Caroline Street are between 17-20% grade. He explained that because of the slope of the driveways, sidewalks cannot be installed along the west side of FM 149. He raised concerns about not being able to create a path for pedestrians to safely walk to SH-105 from Caroline, and said he will request a crosswalk across FM 149 at Caroline Street with his manager. Mayor Jones agreed that a crosswalk at Caroline Street would be a nice addition.

Abe continued, saying that if pavers are not installed on the west side of FM 149, the driveways can remain at the current slopes because TxDOT's construction will not worsen the grades at all. Abe adamantly confirmed no parallel parking can take place along State right-of-way, including FM 149. Jack reminded Abe that we were told parallel parking could stay in front of The Cozy Grape store at the September meeting. Abe confirmed he had originally allowed parallel parking, but said the decision came from higher up in the company. He also said that typically maintenance funds cannot cover the costs of pavers and landscaping, but TxDOT is willing to make an exception for this project.

Jack asked about the possibility of installing a pedestrian signal, one that is simply a single flashing yellow light, at Caroline Street to indicate to both cars and pedestrians of the crossing. Abe replied that he will ask his managers if a signal is possible, but stated he is not optimistic it will be approved as they tend to give pedestrians a false sense of security when crossing the road. Mayor Jones and Jack asked about installation of pavers in the crosswalk to enhance the visual appeal of the crosswalk. Abe said that if the City chooses to wait until after the project is entirely complete and a pedestrian signal has been approved and installed, it will be easier for the City to return to

TxDOT and request pavers to be installed. He also stated that if the City chooses to wait until after the project is complete and a pedestrian signal has not been approved, it will be nearly impossible to convince TxDOT to install pavers at intersections. Abe confirmed he will ask about a signal at either Caroline or College, but said that as much as it will be a stretch to receive one signal, he is less optimistic about gaining approval for two signals, especially considering the recent project delays.

Mayor Jones asked what Abe meant by project delays, and Abe stated that funding had been reallocated internally and the project had been delayed until 2022. Katherine asked what exactly caused funding to be reallocated and asked Abe to describe exactly what happened to cause the project to be delayed. Abe explained the project originally fell under the "maintenance project" funding category with the original scope of repaving the road and installing storm sewers. He continue to explain that as the City's requests began to include landscaping, pavers, and utility installation with the AFA agreement, the project could no longer be considered a maintenance project. He stated that the engineers working on the project had not communicated the change in scope up the internal chain of command in order to keep funding assigned to the project. Mayor Jones asked what happened to cause the internal chain of command to hear about the change of scope. Abe replied the letter received from Senator Metcalf's office was received by the Director of TxDOT, who made the decision to delay the project until 2022, when funding will be discussed again. Mayor Jones asked what it will take to get the project back on track for the original September 2018 let date. Abe replied a letter will be needed from Senator Metcalf's office requesting the project be reinstated, and the City must publicly approve of the TxDOT design in order for the project to move back to its original timeline. Mayor Jones asked Abe if ample time would have existed to complete the project to the City's preferences, had the letter not been sent from Senator Metcalf's office to the Director of TxDOT. Abe confirmed there would have been ample time to complete the project for the original September 2018 let date, had the letter not been sent, and funding would not have been revoked.

Abe reported design will continue to move forward as planned until a final design is achieved that the City is prepared to endorse, despite funding being pulled. He confirmed that if a final design is reached and funding is not reallocated back to the project, the approved design can be retained until the project is let in the future. He also said he is willing to meet Mayor Jones and Jack in the City to visit with business and property owners along FM 149 to ensure all voices and opinions are heard, and to provide TxDOT and the City a chance to meet one-on-one with them to explain how they will be affected by the proposed changes.

Mayor Jones expressed his concern about closing down FM 149 for the entire duration of the project and asked if it was possible to close down the road in phases. Abe reported TxDOT can relocate utilities, put in storm sewer, and do all other work except installation of asphalt paving in phases. He also stated asphalt paving will require the entirety of the project area to be closed off for 1-2 weeks for work and an additional 1-2 weeks for curing.

Abe said that as of today, assuming the project funding is restored, the project is looking at a November 2018 start date if everything lines up. He explained installation of storm sewer will take place in January and paving will take place in February, followed by installation of pavers.

Milestones Between Today and November 2018

Katherine requested TxDOT provide cleaned up drawings indicating the discussed changes from this meeting in November, and asked the drawings be sent to her prior to the meeting for review. She confirmed that after the November meeting, Abe will travel to the City and meet with local property and business owners.

Katherine asked what TxDOT needs from JC in order to include installation of conduit for decorative lighting in the construction plans. Abe said that a plan layout showing minimum depths and foundation elevations will be needed, and that an "X" will be sufficient to use as a placeholder for elevations until TxDOT survey elevations are received.

SH-105/FM 149 Intersection

Katherine asked what exactly is needed to construct a right turn lane traveling northbound on FM 149 toward SH 105. Abe replied he would need 24' of right-of-way to add a turn lane, which will include the width of the right turn lane, width of the left turn lane, and additional right-of-way. Mayor Jones reported the City is looking to purchase the lot at the southeast corner of the intersection and asked if the City could donate the right-of-way to TxDOT. Abe did not know, but confirmed Catherine McCreight in their office would know who to contact about the process for donating right-of-way. Abe confirmed that TxDOT will not buy land from the City, it must come to TxDOT from the County. He stated this procedure will be the same for donation of the easement along the east side of FM 149 to allow for a southbound left turn lane.

Jack asked who would need to be contacted to arrange for TxDOT to re-time the traffic signal to improve traffic flow at peak times. Abe said he would talk to the signaling department and would have a response no later than the November monthly meeting. He also asked Hector to send Jack a form to fill out to begin the process for completing a speed study along FM 149 to adjust the speed limit.

Next Meeting

The November monthly meeting was tentatively scheduled for November 17th at 9:30 AM at the TxDOT regional office.

Having no further items to discuss, the meeting adjourned.