

**Notice of City Council & Board of Adjustment Meeting  
AGENDA**

**January 09, 2024 at 6:00 PM**

**NOTICE IS HEREBY GIVEN** that a Meeting of the Montgomery City Council will be held on **Tuesday, January 09, 2024**, at **6:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

Members of the public may view the meeting live on the City's website under Agenda/Minutes and then select **Live Stream Page (located at the top of the page)**. The meeting will be recorded and uploaded to the City's website.

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE TO FLAGS**

**VISITOR/CITIZENS FORUM:**

Citizens are invited to speak for three (3) minutes on matters relating to City Government that relate to agenda or non-agenda items. Prior to speaking, each speaker must be recognized by the Presiding Officer. All speakers should approach the podium to address Council and give their name and address before sharing their comments. City Council may not discuss or take any action on an item, but may place the issue on a future agenda.

**CONSENT AGENDA:**

- 1.** Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Montgomery SH 105 Associates, LLC for a Sherwin-Williams retail store on Reserve "B" of The Shoppes At Montgomery Section Two. (Dev. No. 2401).

**BOARD OF ADJUSTMENT:**

- 2.** Consideration and possible action by the Montgomery City Council acting as the Zoning Board of Adjustment regarding a requested appeal of a denial of the use of the property at 502 Louisa Street, currently zoned R1-Single Family Residential, for commercial use.

**CONSIDERATION AND POSSIBLE ACTION:**

- 3.** Consider Appointing Aric Taylor to the Transportation Advisory Committee
- 4.** Consider City Council Workshop Dates for 2024
- 5.** Presentation and discussion of the Town Creek Wastewater Treatment Plant Expansion Project Request for Qualifications (RFQ).
- 6.** Consideration and possible action regarding a License Agreement between the City of Montgomery and Lake Creek Village Community Association, Inc.
- 7.** Consideration and possible action regarding ending the one-year warranty period and release of the maintenance bond for the Clepper Sidewalks from Prairie Street to Fernland Historical Park project.

8. Consideration and possible action regarding acceptance of the infrastructure and entering into the one-year warranty period for the Flagship Boulevard Storm Sewer and Pavement Replacement project.
9. Consider Houston-Galveston Area Council (HGAC) Resolution Assigning City Liaisons to the HGAC Board

**EXECUTIVE SESSION:**

Adjourn into Closed Executive Session as authorized by the Texas Open Meetings Act, Chapter 551 of the Government Code of the State of Texas.

**Section 551.071** (consultation with attorney), including pending litigation - Dobbin Plantersville.

**Section 551.074** (personnel matters), including City Administrator performance feedback

**POSSIBLE ACTION FROM EXECUTIVE SESSION:**

**COUNCIL INQUIRY:**

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

**ADJOURNMENT**

/s/ Nici Browe

Nici Browe, City Secretary. TRMC

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 January 5, 2024 at 3:00 p.m.

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

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**Montgomery City Council  
AGENDA REPORT**

<b>Meeting Date:</b> January 9, 2024	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> Dave McCorquodale

**Subject**

Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Montgomery SH 105 Associates, LLC for a Sherwin-Williams retail store on Reserve "B" of The Shoppes At Montgomery Section Two. (Dev. No. 2401).

**Recommendation**

Approve the Escrow Agreement as presented.

**Discussion**

Issue:  
A new Sherwin-Williams store is being planned along Eva St / SH105 on the southern frontage near the Buffalo Springs intersection. As you may recall, Lupe Tortilla is under construction at the southeast corner of that intersection—this site is the first parcel to the east of Lupe Tortilla.

Regulations:  
The property was platted as part of The Shoppes Section Two in March 2021 and is zoned B-Commercial which allows for the proposed use.

Analysis & Conclusion:  
The Escrow Agreement ensures that the cost of our city engineer’s review of the civil site plans are paid for by the developer, not with city operating funds. The proposed development is allowed by right under the city’s zoning regulations and staff recommend approval of the Agreement.

<b>Approved By</b>		
Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 01/03/2024

**ESCROW AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF MONTGOMERY, TEXAS,**

**AND**

**Montgomery SH 105 Associates, LLC**

**Dev. No. 2401**

THE STATE OF TEXAS                    ⊃

COUNTY OF MONTGOMERY            ⊃

This Escrow Agreement is made and entered into as of the \_\_\_\_\_ day \_\_\_\_\_, 2024 by and between the CITY OF MONTGOMERY, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "City"), and Montgomery SH 105 Associates LLC, a Limited Liability Corporation, (hereinafter called the "Developer").

**RECITALS**

WHEREAS, the Developer desires to acquire and develop all or part of a Reserve "B" The Shoppes at Montgomery Section 2 sometimes referred to as the Sherwin-Williams Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

WHEREAS, the City policy requires the Developer to establish an Escrow Fund with the City to reimburse the City for engineering costs, legal fees, consulting fees and administrative expenses incurred for plan reviews, developer coordination, construction management, inspection services to be provided for during the construction phase, and one-year warranty services.

**AGREEMENT**

ARTICLE I

**SERVICES REQUIRED**

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

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

ARTICLE II

**FINANCING AND SERVICES**

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

Administrative	\$500
City Engineer	\$4,000
Legal	\$500
<hr/>	
TOTAL	\$5,000

Section 2.02 Developer agrees to submit payment of the Escrow Fund no later than ten (10) days after the execution of this Escrow Agreement. No work will begin by or on behalf of the City until funds have been received.

Section 2.03 The total amount shown above for the Escrow Fund is intended to be a “Not

to Exceed” amount unless extenuating, unexpected fees are needed. Examples of extenuating circumstances created by the developer that may cause additional fees include, but are not limited to, greater than three plan reviews or drainage analysis reviews; revisions to approved plans; extraordinary number of comments on plans; additional meetings at the request of the developer; variance requests; encroachment agreement requests; construction delays and/or issues; failure to coordinate construction with City; failed testing during construction; failing to address punch list items; and/or excessive warranty repair items. If extenuating circumstances arise, the Developer will be informed, in writing by the City, of the additional deposit amount and explanation of extenuating circumstance. The Developer agrees to tender additional sums within 10 days of receipt of request to cover such costs and expenses. If additional funds are not deposited within 10 days all work by or on behalf of the City will stop until funds are deposited. Any funds which may remain after the completion of the development described in this Escrow Agreement will be refunded to Developer.

### ARTICLE III,

#### MISCELLANEOUS

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

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to

resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* relied upon to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

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

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

Section 3.05 Any notice, communication, request, reply or advice (hereafter referred to as "notice") herein provided or permitted to be given, made, or accepted by either party to the other

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

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

If to Developer, to: Jonathan Bellock  
First Hartford Corporation  
149 Colonial Rd.  
Manchester, Connecticut 06042

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

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

Section 3.07 This Escrow Agreement shall bind and benefit City and its legal successors and Developer and its legal successors but shall not otherwise be assignable, in whole or in part,



by either party except as specifically provided herein between the parties or by supplemental agreement.

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

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

Section 3.10 This Escrow Agreement and any amendments thereto, constitute all the agreements between the parties relative to the subject matter thereof, and may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original.

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

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

CITY OF MONTGOMERY, TEXAS

By: \_\_\_\_\_  
Byron Sanford, Mayor

ATTEST:

By: \_\_\_\_\_  
Nici Browe, City Secretary

MONTGOMERY SH 105 ASSOCIATES LLC  
Developer

By:  \_\_\_\_\_  
Signature

Title: VP \_\_\_\_\_

STATE OF TEXAS {  
COUNTY OF MONTGOMERY {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS {  
COUNTY OF \_\_\_\_\_ {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, State of Texas

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> January 9, 2024	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> Dave McCorquodale

### Subject

Consideration and possible action by the Montgomery City Council acting as the Zoning Board of Adjustment regarding a requested appeal of a denial of the use of the property at 502 Louisa Street, currently zoned R1-Single Family Residential, for commercial use.

### Recommendation

Consider the information and uphold or overturn the staff decision denying the use of the property for commercial use.

### Discussion

#### Issue:

As you will recall, this item was on the December 2023 agenda. At that meeting, the City Council serving as the Zoning Board of Adjustment voted 3-2 to allow the applicant's requested use of the single-family property as a professional office.

As with any other zoning variance or Board of Adjustment action, the concurring vote of 75% of the members of the Board of Adjustment is needed to decide in favor of an applicant. The previous vote of 3-2 did not reach the 75% required by Section 98-29(h)(6), meaning the applicant cannot use the property as requested. To ensure the City Council/Board of Adjustment has all relevant information when acting on a matter, the item is being re-presented tonight.

#### *PREVIOUS AGENDA ITEM INFORMATION:*

The owner of 502 Louisa Street began using the existing single-family home for a professional office for a commercial trucking company. No one resides on the property. City staff contacted the property owner and business owner occupying the property denying the commercial use and providing information of the right of the property owner to appeal the decision to the Board of Adjustment based on the current zoning of the property.

#### Regulations:

Section 98-121 of the City Code of Ordinances [Single Family Residential Use Regulations]:

Buildings or premises in District R-1 shall be used only for the following purposes:

- (1) Uses permitted in an R-1 district in the table in section 98-88.
- (2) Single-family dwellings, including structures which also house immediate relatives of the family (including their parents, adult children, brothers, sisters, uncles, aunts, nephews and nieces) who are living together and sharing expenses for convenience or necessity and not as commercial renters.
- (3) Existing churches.
- (4) Existing parks, playgrounds, community buildings and other public recreational facilities owned and/or operated by the city or other public agency.
- (5) Existing public buildings, including libraries, museums, police stations and fire stations.

Montgomery City Council  
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- (6) Existing schools, such as public elementary, intermediate or high schools.
- (7) Water supply reservoirs, pumping plants and towers.
- (8) Accessory uses customarily incident to the uses listed in this section and located on the same lot therewith, not involving the conduct of a retail business, and as defined in this subsection. The term "accessory use" shall include all home occupations which shall comply with the following standards and criteria in addition to any other standards imposed by the city council when such use is permitted by specific use permit:
  - a. The home occupation shall be conducted only within the principal dwelling.
  - b. No more than one additional person other than the residents residing on the premises shall be employed or engaged in the home occupation at the premises.
  - c. There shall be no alteration or change to the outside appearance, character or use of the dwelling or premises, or other visible evidence of the conduct of such home occupation, other than one sign not exceeding two square feet in area, non-illuminated, and mounted flat against the wall of the principal building.
  - d. No home occupation shall occupy more space than 25 percent of the total floor area of a residence, exclusive of any open porch, attached garage, or similar space not suited for or intended to be occupied as living quarters; provided, however, that in no event shall such home occupation occupy more than 600 square feet.
  - e. No equipment or process shall be used in such home occupation which creates noise, vibrations, glare, fumes, odors or electrical interference detectable to the normal senses outside the dwelling unit. No equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises.
  - f. No articles or materials used in connection with such home occupation shall be stored outside on the premises.
  - g. No more than one automobile or truck, whose size shall not be larger than a stock one-ton panel or pickup truck, used in connection with such home occupation, shall be permitted to park on the premises in question, or off the premises in question and within view from surrounding properties.

Section 98-29(h)(3) of the City Code of Ordinances [Powers of Board of Adjustment]:

(3) Special exceptions. The board of adjustment shall have the power to hear and decide special exceptions to the terms of this chapter upon which the board of adjustment is required to pass as follows or elsewhere in this chapter:

- a. Permit a public utility or public service use or structure in any district, or a public utility or public service building of a ground area and of a height at variance with those provided for in the district in which such public utility or public service building is permitted to be located, when found reasonably necessary for the public health, convenience, safety, or general welfare.
- b. Permit a transitional use between a business or residential district where the side of a lot in the R-1 district abuts upon a lot zoned for business or industrial purposes. The transitional use granted to a property is transferable to a subsequent property owner, provided that the property conveyed is the same identical property holding the grant of transitional use.
- c. Grant a permit for the extension of a use, height or area regulation into an adjoining district, where the boundary line of the district divides a lot in a single ownership on the effective date of the ordinance from which this chapter is derived.
- d. Permit the reconstruction of a nonconforming building which has been damaged by explosion, fire, acts of God, or the public enemy, to the extent of more than 50 percent of its fair market value, where the board of adjustment finds some compelling necessity requiring a continuance of the nonconforming use is not to continue a monopoly.
- e. Waive or reduce the parking requirements in any of the districts whenever the character of the building is such as to make unnecessary the full provision of parking facilities, or where such

**Montgomery City Council**  
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regulations would impose an unreasonable hardship upon the use of the lot, as contrasted with merely granting an advantage or a convenience.

**Analysis:**

The attached exhibit shows the current zoning in the area of Louisa Street and the property. As shown, the B-Commercial district extends into the rear portion of 502 Louisa Street, and the Board of Adjustment may permit the extension of the Commercial district to the rest of the property.

**Recommendation:**

While commercial development lies to the north and east of Louisa Street, the overall character, zoning, and use of the street is residential. Extension of the commercial district to the rest of the property for only professional will likely be difficult to enforce—B-Commercial zoning allows for a wide range of uses and limiting the use to professional would require continued monitoring by city staff. Staff recommends denial of the request to use the property for commercial use.

<b>Approved By</b>		
Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 01/03/2024
City Administrator	Gary Palmer	Date: 01/03/2024



101 OLD PLANTERSVILLE ROAD, MONTGOMERY, TEXAS 77316  
Telephone: (936) 597-6434

October 17, 2023

Tanya White  
PO Box 333  
Montgomery, Texas 77316  
(MCAD ID# R123979)

RE: Use of 502 Louisa Street (MCAD ID# R338685) as a professional office

Mrs. White,

After reviewing your request to use the structure at 502 Louisa Street for a professional office, city staff denies the request. This denial is based on *Chapter 98-Zoning* of the City Code of Ordinances. The property zoned R1-Single Family Residential, which does not allow for business use excepting limited home occupation for business use that is incidental to residency at the property.

You do have the right to appeal this decision to the Zoning Board of Adjustment. The City Council serves as the Board of Adjustment and can provide an exception to the zoning regulations in this case because the property is bordered by a B-Commercial zoning district as follows:

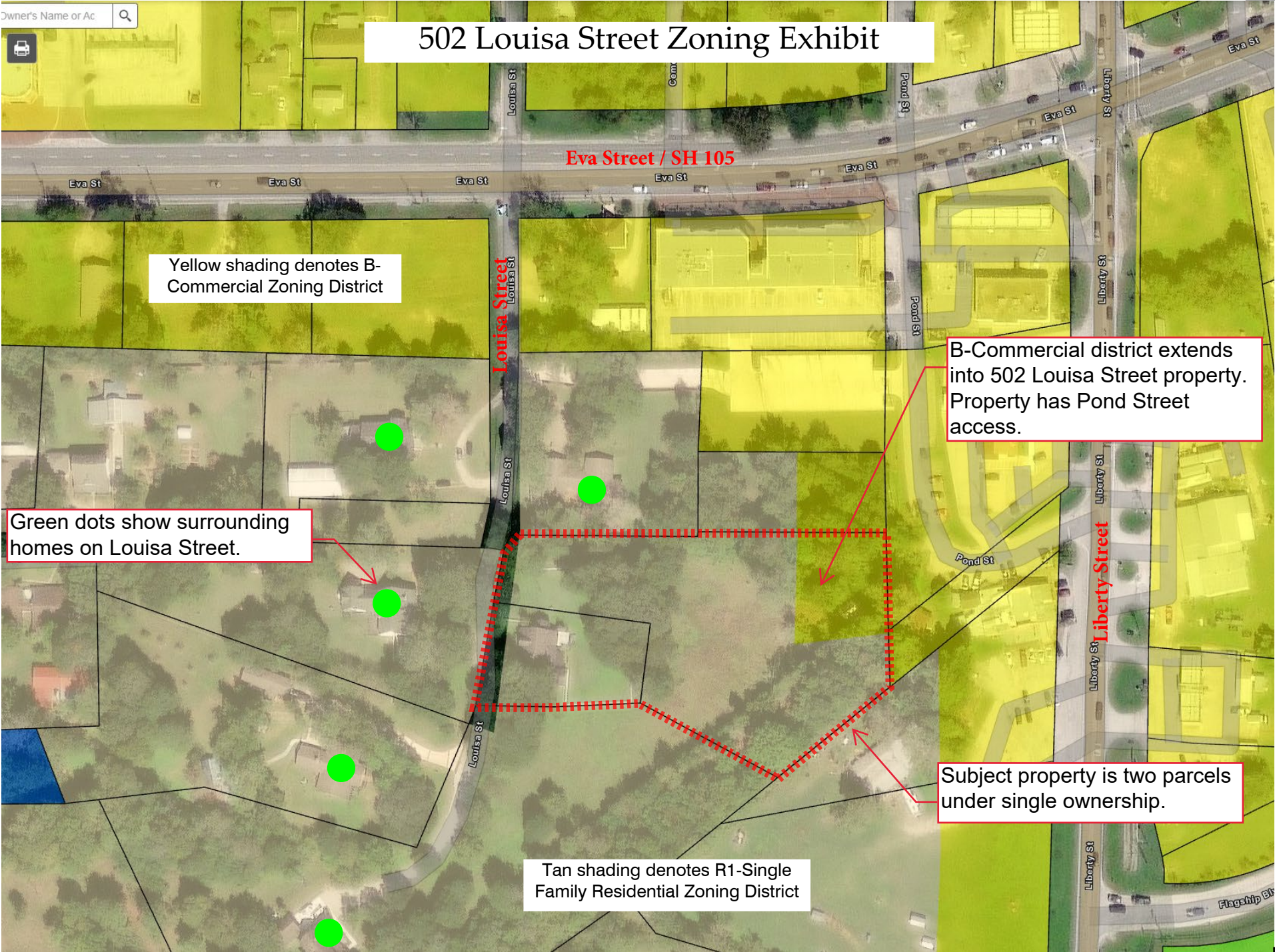
*Section 98-29(h)(3)(b) [The Board of Adjustment may] permit a transitional use between a business or residential district where the side of a lot in the R-1 district abuts upon a lot zoned for business or industrial purposes. The transitional use granted to a property is transferable to a subsequent property owner, provided that the property conveyed is the same identical property holding the grant of transitional use.*

Please feel free to contact me to discuss this decision or the steps required to request a hearing on the matter by the Board of Adjustment. My email address is [dmccorquodale@montgomerytexas.gov](mailto:dmccorquodale@montgomerytexas.gov) and my office phone is (936)597-3235.

Dave McCorquodale, RLA, CPM  
Assistant City Administrator  
Director of Planning & Development  
City of Montgomery, Texas

Mayor, Byron Sanford

Councilmembers: Carol Langley; Casey Olson; Sara Countryman; Cheryl Fox; Stan Donaldson





**Dave McCorquodale**

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**From:** Glenn Mitchell <barrettmitch@icloud.com>  
**Sent:** Monday, October 23, 2023 9:45 AM  
**To:** Dave McCorquodale  
**Subject:** Re: 502 Louisa St Special Use Permit

Also I forgot to add.

The new owners that will be there are T-Tay and Tanya White. They own CSW and Triple T Cattle.

It will be office for CSW.

On Oct 18, 2023, at 11:10 AM, Barrett Mitchell <barrettmitch@icloud.com> wrote:

Dave,

Please see attached survey and reply to your email. If you can please help us expedite this as we are against the clock.

Thank you for your time.

Owner- Mitchell Built Homes, LLC

Use- We intend you use said property as office for back end work supporting trucking company located in South Texas. This property will not have commercial vehicles or commercial traffic. Monday-Friday it will have 2 employees located indoors performing payroll, invoicing, etc. Occasionally owners will stay in house as a second home in the area. Outside will be used as a typical residential yard and will be maintained as such.

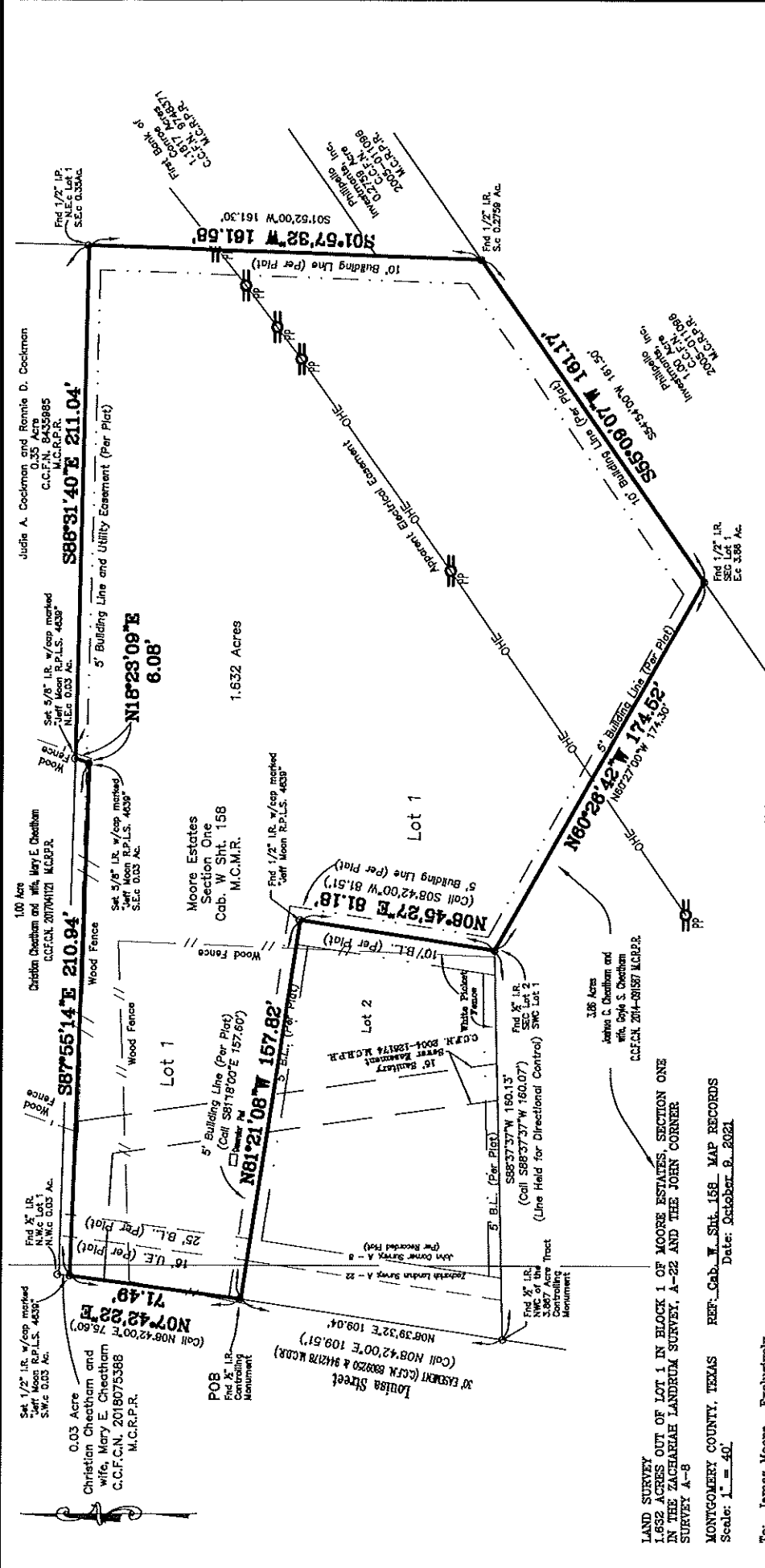
Currently there are two properties 502 Louisa and TBD Louisa. TBD already has commercial use and we intend on combining the two properties. This is just for office use. There will be no "for sale" or commercial vehicle use at this property. We do not intend on placing signage or anything like that. Its just indoor use.

Reason for request- Currently adjacent to commercial zoning, and property already has partial commercial use. We intend on having low-volume of users/employees on site. We will not open to the public, rear portion of property is already zoned commercial. We will not have any impact on current neighbors or other businesses already located on the same street. Right now both houses directly across from 502 Louisa are used as VRBO businesses and one has Business signage outside.

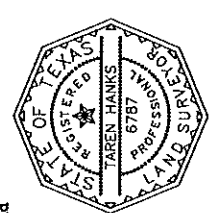
Im attaching survey for reference use. Outside will be a normal house. It is also still a fully punctual house. Kitchen, bedrooms, bathrooms etc.

Thank you,

936-697-5443



- Notes:
- 1) Bearings are based upon the South line of Lot 2 Per recorded plat.
  - 2) This survey was done without the benefit of a Title Report that would reflect any Easements, Building lines, or other Restrictions.
  - 3) Surveyor has not abstracted this tract of land for Ownership, Easements, Restrictions, etc.

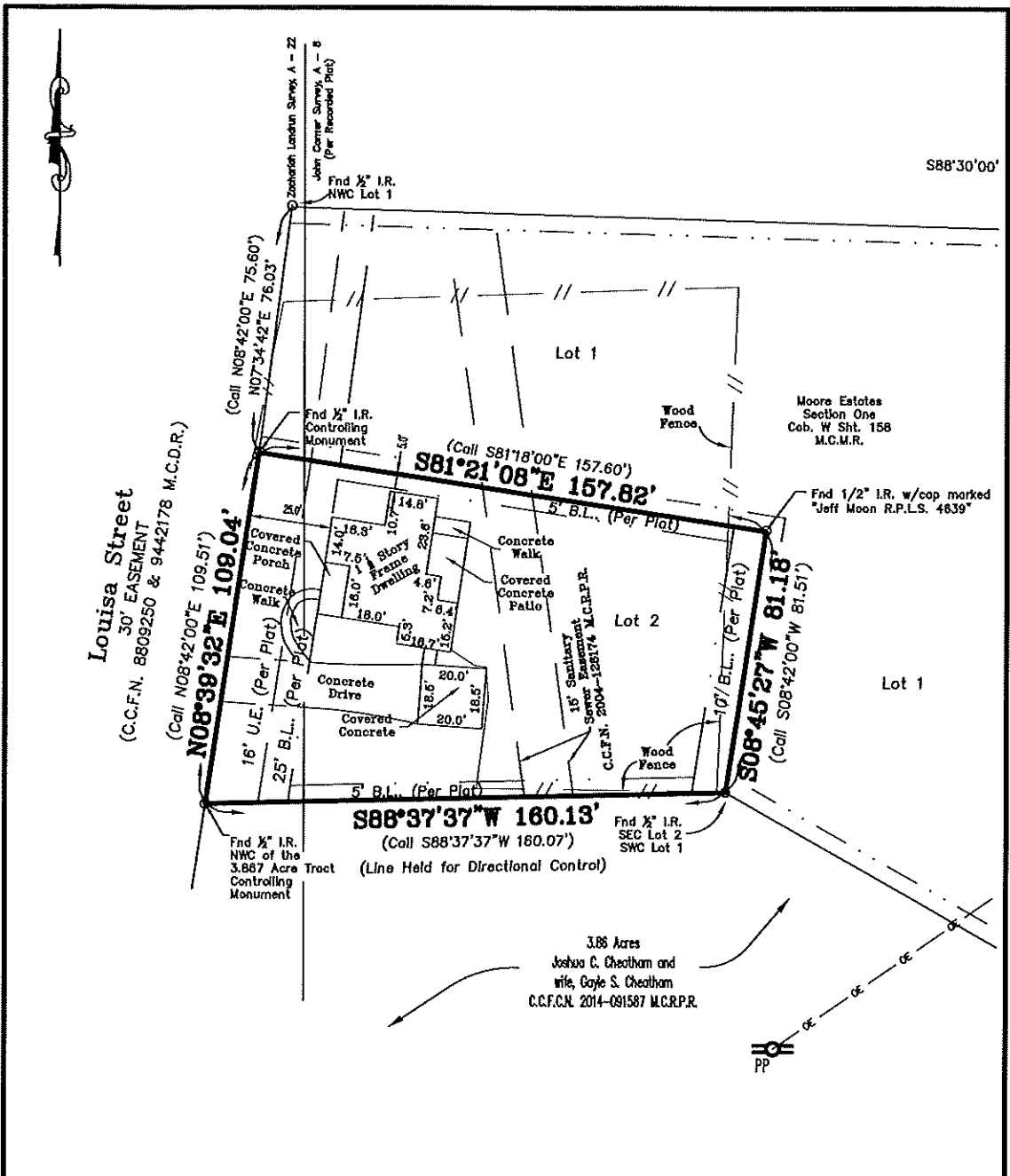


To: James Moore, Exclusively

I hereby state that this drawing is a true representation of a ground survey made under my direct supervision.

Taren Hanks  
 Registered Professional  
 Land Surveyor No. 6787  
 File # 04-181 Lot 1 & 2, Book 11, Pg. 2  
 JEFFREY MOON & ASSOC., INC., P.O. Box 2504, Comroe, TX 77005  
 T.B.P.E.L.S. Firm No. 10112200 (636) 766-6366 Fax (636) 766-6281  
 All Rights Reserved Copyright © 2021 Jeffrey Moon & Assoc., Inc. ©  
 Moore Estates Sec 1 & 2 Blk 1-181 Lot 1 1/28/20

LAND SURVEY  
 1.632 ACRES OUT OF LOT 1 IN BLOCK 1 OF MOORE ESTATES, SECTION ONE  
 IN THE ZACHARIAH LANDRUM SURVEY, A-22 AND THE JOHN CORNER  
 SURVEY A-B  
 MONTGOMERY COUNTY, TEXAS REF. CAB. W. SH. 158 MAP RECORDS  
 Scale: 1" = 40'  
 Date: October 9, 2021



3.86 Acres  
 Joshua C. Cheatham and  
 wife, Coyle S. Cheatham  
 C.C.F.N. 2014-091587 M.C.R.P.R.

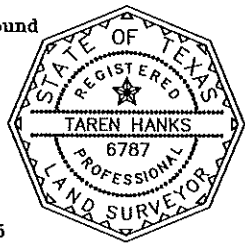
- Notes:
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  - 1) Surveyor has not abstracted this tract of land for Ownership, Easements, Restrictions, etc.

LAND SURVEY  
 LOT 2 IN BLOCK 1 OF MOORE ESTATES, SECTION ONE  
 IN THE ZACHARIAH LANDRUM SURVEY, A-22 AND THE JOHN CORNER A-8  
 ADDRESS: 502 LOUISA STREET, MONTGOMERY TEXAS  
 MONTGOMERY COUNTY, TEXAS REF: Cab. W. Sht. 158 MAP RECORDS  
 Scale: 1" = 40' Date: October 9, 2021

To: James Moore, Exclusively

I hereby state that this drawing is a true representation of a ground survey made under my direct supervision.

*Taren Hanks*  
 Taren Hanks  
 Registered Professional  
 Land Surveyor No. 6787



GF# \_\_\_\_\_ File # 04-T-181 AC Book LL Pg \_\_\_\_\_  
 JEFFREY MOON & ASSOC., INC., P.O. Box 2501, Conroe, TX. 77305  
 T.B.P.E.L.S. Firm No. 10112200 (936) 756-5288 Fax (936) 756-5281  
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City of Montgomery Texas Volunteer Application

Date: 12/12/2023

Name of Board/Commission/Committee: Transportation Committee

Name: Aric Taylor

Home Address: 18034 Landing Brook Dr., Humble TX, 77346

Mailing Address:

Phone Number: 832-816-2742 Email: aric.taylor@misd.org

Occupation: Transportation Director, Montgomery ISD

Education: BA Political Science, University of Montana, 1995

Related Experience/Community Service:

30 years experience in school bus routing and gis mapping.

Areas of Interests Related to this Committee:

traffic flow, safety and growth

List Membership on any other Governmental Board/Commission/Committee:

Please provide a brief narrative outlining your reasons for seeking appointment to this Board/Commission.

To better provide service to MISD by providing input and receiving information regarding the traffic patterns, plans for growth and safety concerns within Montgomery and surrounding communities.

Aric M Taylor Digitally signed by Aric M Taylor Date: 2023.12.13 15:43:27 -06'00'

Signature

Date

Some (not all) Boards/Commissions/Committees require members to reside in the City of Montgomery and be a current registered voter. Please return the completed form to the City Secretary's Office for processing either via email at nbrowe@ci.montgomery.tx.us or via mail 101 Old Plantersville Road, Montgomery, Texas 77316. Please note when this is filed with City Hall the information included will become public information that may be disclosed per the Texas Public Information Act. City Council will receive this information And no attachments will be retained or forwarded.

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**AGENDA REPORT**

<b>Meeting Date:</b> January 09, 2024	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Administration	<b>Prepared By:</b> G. Palmer

**Subject**  
 Consider City Council Workshop Dates for 2024

**Recommendation**  
 Recommend Approval as Proposed or Amended by the Council

**Discussion**  
 Attached please find a list of proposed general workshop dates for 2024 (highlighted). General Workshops are for any items that need more attention and discussion before proceeding to a regular Council meeting for action. Please review these dates against your calendars and let me know if there are any issues with these dates.

Budget Workshop Dates: on the attached sheet, you will see dates for budget workshops. Maryann is awaiting the budget approval/submittal dates from the appraisal district so we can back into this schedule when we get theirs. Once we have those, I will bring the **budget** workshop dates to you for approval (February – March 2024).

<b>Approved By</b>		
City Administrator	Gary Palmer	Date: January 3, 2024

Tentative Workshop Dates for 2024

General Workshops (Monday before Tuesday Council Meeting)

January 22, 2023 at 6pm

February 05, 2024 at 6pm

March 25, 2024 at 6pm

April 22, 2024 at 6pm

Budget Workshops (Monday before the Tuesday Council meeting other than Aug 06)

May 13, 2024 at 6pm

May 27, 2024

June 10, 2024

June 24, 2024

July 08, 2024

July 22, 2024

August 06, 2024 (Off week Tuesday)

August 26, 2024

General Workshops Cont. (Monday before the Tuesday Council meeting)

October 21, 2024

December 09, 2024

**Montgomery City Council  
AGENDA REPORT**

<b>Meeting Date:</b> January 9, 2024	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> Dave McCorquodale

**Subject**  
Presentation and discussion of the Town Creek Wastewater Treatment Plant Expansion Project Request for Qualifications (RFQ).

**Recommendation**  
Informational only – no formal action needed.

**Discussion**

Issue:  
As you are aware, the city has taken initial steps for the reconstruction of the Town Creek Wastewater Treatment Plant located along Liberty Street north of downtown. City Council previously authorized the city engineers to apply for an increased permit capacity for the plant in fall of 2023. While the plant itself has not been in operation for years, the city kept the TCEQ permit up to date knowing the facility would likely be needed in the future.

Regulations:  
The Texas Commission on Environmental Quality regulates the design and permitting of wastewater facilities in the state. A qualified engineering firm is required. TLGC Chapters 2269 & 2254 regulate the RFQ process itself and contains several key provisions:

- Notice of publication requirements to ensure all firms have opportunity to submit
- When procuring architectural, engineering, or surveying services a city shall first select the most highly qualified provider based on demonstrated competence and qualifications.

In other words, cities cannot use price as a criterion to compare services between firms. Price negotiation comes after the “most highly qualified provider” is selected.

Analysis & Conclusion:  
The city engineers will review the details of the RFQ document at the meeting. No action needed.

<b>Approved By</b>		
Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 01/04/2024

**REQUEST FOR QUALIFICATIONS (RFQ)**

Thirteen (13) complete bound copies and one (1) electronic copy (flash drive) of the qualifications are required. Qualifications are to be delivered by 3:00 PM on February 14, 2024 to:

Office of the City Secretary  
City of Montgomery City Hall  
101 Old Plantersville Rd.  
Montgomery, TX 77316

The complete submittal shall be enclosed in an envelope and plainly marked on the outside of the envelope or on any carrier’s envelope:

**Professional Engineering Services for the  
Town Creek Wastewater Treatment Plant Expansion to 0.3 MGD  
City of Montgomery, Texas**

A pre-submission conference will be held at City Hall, 101 Old Plantersville Road, Montgomery, Texas at 1:00 PM on January 31, 2024.

Qualification specifications may be secured from the City of Montgomery (City) Website.

The City reserves the right to negotiate with any and all persons or firms. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received, and to revise the process schedule as circumstances arise.

Gary Palmer, AICP  
City Administrator

Publish: \_\_\_\_\_  
\_\_\_\_\_



## **TERMS AND CONDITIONS**

### **Submission of Bid**

Thirteen (13) complete bound copies and one (1) electronic copy (flash drive) of the qualifications are required.

The complete submittal shall be enclosed in an envelope and plainly marked on the outside of the envelope or on any carrier's envelope:

**Professional Engineering Services for the  
Town Creek Wastewater Treatment Plant Expansion to 0.3 MGD  
City of Montgomery, Texas**

### **Deadline**

Qualifications are to be delivered by 3:00 PM on February 14, 2024 to:

Office of the City Secretary  
City of Montgomery City Hall  
101 Old Plantersville Rd.  
Montgomery, TX 77316

**Qualifications delivered after the deadline will not be accepted.**

### **Addenda**

To submit written technical questions concerning the RFQ, you may contact:

Nicola Browe  
City Secretary  
City of Montgomery City Hall  
101 Old Plantersville Rd.  
Montgomery, TX 77316  
Or by email at [nbrowe@ci.montgomery.tx.us](mailto:nbrowe@ci.montgomery.tx.us)

The submission deadline for questions, clarifications, or request for general information will be 5:00 PM on February 07, 2024. Any requests received after this date will be returned and not addressed. Note that all questions, clarifications, or requests for general information are to be in writing via email or other mail carrier to the City Secretary.

Any interpretation, correction or change of the RFQ will be made by written ADDENDUM. Changes or corrections will be issued by the City Engineer. Addenda will be issued as expeditiously as possible. It will be the responsibility of all respondents to contact the City prior to submitting a response to the RFQ to ascertain if any addenda have been issued, and to obtain any and/or all addenda, execute them, and return addenda with the response to the RFQ. Addenda may also be posted on the City's website.

**Proposals**

Firms shall provide all information simply and economically as required by this RFQ. Failure to provide this information may result in rejection of the proposal. Qualifications shall provide a straightforward, concise description of the respondent's ability to meet the requirements. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of City's needs. The City requests the submittal be limited to twenty-five (25) sheets front side only, including resumes and excluding cover letter/transmittal letter.

Each firm responding to this RFQ may visit the site to acquaint themselves with the existing conditions. A visit to the City of Montgomery Town Creek Wastewater Treatment Plant is scheduled for January 31, 2024 from 1:30 pm to 3:30 pm. Mike Muckleroy, Director of Public Works, and Brian Lucas, Hays Utility North, will be available for questions and answers during this time. **Individual appointments will not be scheduled.**

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE FIRM**

**PERSONS AND FIRMS PRACTICING ENGINEERING SERVICES IN THE STATE OF TEXAS MUST POSSESS A PROPER REGISTRATION/LICENSE IN ACCORDANCE WITH TEXAS LAWS.**

## 1. GENERAL REQUIREMENTS

### DESCRIPTION and PURPOSE

The proposed project includes the planning and design to expand the existing City of Montgomery Town Creek Wastewater Treatment Plant (WWTP) located at 307 Liberty St from the existing permitted annual average flow of 0.175 Million Gallons/Day (MGD) to an interim phase I permitted flow of 0.3 MGD. The City is currently in review with the TCEQ to amend permit No. WQ0011521001 to allow for the proposed interim phase I average daily flow of 0.3 MGD with a 2-hour peak flow of 625 Gallons/Minute (GPM), and an ultimate phase average daily flow of 0.6 MGD with a 2-hour peak flow of 1,250 Gallons/Minute (GPM). A summary of the permit effluent limitations by phase follows:

#### Current Discharge Permit

- Design Flow – 0.175 MGD
- Peak Flow – 0.5256 MGD (3.0 Peaking Factor)
- CBOD5 – 10 mg/L
- TSS – 15 mg/L
- NH3-N – 2 mg/L
- E. coli – 126 units/100mL

As previously discussed, the draft amended discharge permit is currently in review with the TCEQ. Any changes to the discharge limits as a result of the amendment, once approved, should be taken into consideration in the design.

The current facility consists of a 0.175 MGD headworks facility, influent lift station, and a closed loop reactor treatment system, which includes an aeration basin with rotating aerator, digester, clarifier, chlorine contact basin, and drying beds for dewatering.

This expansion will entail abandonment and demolition of the existing facilities, and construction of new facilities in order to be able to treat the Interim Phase I design flow of 0.3 MGD. This expansion will also include expansion of the existing onsite lift station to a pumping capacity of 0.3 MGD with an oversized wet well to be able to handle the ultimate flow of 0.6 MGD.

The proposed expansion layout is expected to include proposed locations of future basins to accommodate the ultimate phase flow of 0.6 MGD that include minimal modifications to the plant that will be built in this current expansion.

The selected firm should be experienced in designing similar facilities in the area and prepared to provide construction engineering services including, but not limited to, review of submittals and Requests for Information (RFIs), attendance of milestone inspections and facility startup, and on-call consultation as needed throughout the duration of construction. The selected firm should be aware that construction administration (coordination with the contractor, and preparation and/or review of pay estimates), and inspection services throughout the duration of construction will be provided by the City Engineer.

**RFQ SCHEDULE**

The City anticipates the following schedule associated with this RFQ:

Issue RFQ	01/17/2024
Pre-submission Conference	01/31/2024 (1:00 pm)
WWTP Site Visit	01/31/2024 (1:30 pm)
Deadline for questions/clarifications	02/07/2024 (5:00 pm)
Submittals	02/14/2024 (3:00 pm)
City Council Approval	03/12/2024

**SELECTION PROCESS**

City staff will analyze and evaluate the submittals. Firms shall completely respond to all components of this RFQ or firm may be disqualified. Interviews may be conducted as deemed necessary by City staff.

By submitting a response to this RFQ, firm accepts the evaluation process as outlined in the following section and acknowledges and accepts the determination of the “most qualified” firm may require subjective judgments by the City.

**REQUIREMENTS FOR SUBMITTAL**

The submittal shall be limited to twenty-five (25) sheets front side only, including resumes and excluding cover letter/transmittal letter.

Respondents shall carefully read the information in the following evaluation criteria and submit a complete submittal to all questions in this RFQ as formatted below:

**Item 1: Qualifications and Availability (10%):**

- a. Provide the following information:
  - o Legal name of firm.
  - o Location of office conducting the work.
  - o Contact persons.
  - o Date of firm formation.
  - o Legal business description (Individual, Corporation, Joint Venture, etc.).
- b. Provide a statement on the availability and commitment of the firm, its principal(s) and assigned professionals to undertake the project, reporting responsibilities and how the firm will interface with the City. Bi-weekly meetings may be required.
- c. Provide a statement of interest for the project including a narrative and unique qualifications as they pertain to this project.

**Item 2: Proposed Staff (30%):**

- a. Organizational chart for personnel who may work on this project including licensure information.
- b. Names and roles of key personnel proposed to work on this project and their primary office location.
- c. Include resumes for all key personnel and indicate any individuals who have had previous experience on similar projects.
- d. Provide staffing size by area of expertise.
- e. Provide current workload of prime firm.
- f. Provide staff availability to perform services.

**Item 3: Project Experience (40%):**

- a. Provide an overview and brief history of the firm.
- b. Provide verifiable examples of at least three (3) similar projects with completed designs in the last five (5) years by the principal, proposed project manager, and subconsultants, including:
  - Project name and location.
  - Name of Project Manager.
  - Services provided.
  - Description of the project. Date of completion or project status.
  - Client name and contact person.
  - History of accomplishing services within established time and budget.
  - Project photos are encouraged.

**Item 4: Project Approach (20%):**

- a. Explain how the firm will design the project.
- b. Describe any potential issues when receiving the assignment and the firm's approach to address those issues.
- c. Identify project leadership, reporting responsibilities and how the firm will interface with the City.
- d. Explain how the firm will address the need for construction engineering and how the firm will interface with the City regarding decision-making authority, approvals, etc.

**2. RESPONSE INSTRUCTIONS**

The submittal must follow the format established within this RFQ. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to complete any portion of this request may result in rejection of a proposal.

**3. CONTACT WITH CITY EMPLOYEES**

To ensure a fair and objective evaluation of all proposals, firms are required to submit all inquiries to the project contact noted in this RFQ.

#### **4. COSTS OF PREPARATION AND SUBMISSION**

Each firm shall bear responsibility for all costs incurred in order to prepare and submit their response to this RFQ.

#### **5. PROPOSAL REVIEW**

All applicable information will be subject to public disclosure in accordance with the Freedom of Information Act, at award of contract, cancellation of this RFQ, or within 180 days, whichever occurs first.

#### **6. PRESENTATIONS**

Firms may be required to make presentations and/or provide written clarifications of their responses at the request of the City.

**Montgomery City Council  
AGENDA REPORT**

<b>Meeting Date: January 9, 2024</b>	<b>Budgeted Amount: N/A</b>
<b>Department: Public Works</b>	<b>Prepared By: Mike Muckleroy</b>

**Subject**

Consideration and possible action regarding a License Agreement between the City of Montgomery and Lake Creek Village Community Association, Inc.

**Recommendation**

Authorize the Mayor to sign the contract between the City of Montgomery and Lake Creek Village Community Association, Inc.

**Discussion**

Lake Creek Village Community Association, Inc. approached the City regarding Reserve C of Lake Creek Village Section Two. This is a parcel of land that divides Memory Park and residential lots along Racetrack Ln. Portions of the park were developed on this strip of land. Many years ago, including the irrigation system, asphalt walkway, and tile wall. The original intention of the developer was to eventually deed over more of the property to the City for the park as needed. The development of Lake Creek Village came along, and this property was deeded to the Community Association instead. The City has maintained this property along with the park for many years. Lake Creek Village Community Association is asking for an agreement in which we will maintain the reserve as well as paying the taxes due on the property each year. This is a restricted use parcel and the assessed value for 2023 was \$560.00 resulting in a tax levy of \$11.02.

<b>Approved By</b>		
Public Works Director	Mike Muckleroy	Date: 01/04/2024
City Administrator	Gary Palmer	Date: 01/04/2024

**LICENSE AGREEMENT BETWEEN THE CITY OF MONTGOMERY, TEXAS AND LAKE CREEK VILLAGE COMMUNITY ASSOCIATION, INC.**

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of January 2024, by and between the **CITY OF MONTGOMERY, TEXAS**, a municipal corporation (the “CITY” or “LICENSEE”), and **LAKE CREEK VILLAGE COMMUNITY ASSOCIATION, INC.** (“LICENSOR”):

**LICENSOR HEREBY GRANTS** to the City a license to use and maintain Restricted Reserve C (the “Reserve”), upon the terms and conditions of this Agreement, which are:

1. **TERM.** Licensee shall be entitled to use the Reserve beginning January 1, 2024, each year at an annual rate equal to Licensor’s ad valorem tax liability for the Reserve. This agreement shall automatically renew at the anniversary of the effective date for a period of twelve (12) months unless either party terminates the Agreement, as set forth in paragraph 7 of this Agreement.
2. **LIMITED USE OF RESERVE.** The City shall have use of the Reserve depicted on Exhibit “A”. The City agrees to maintain the Reserve including landscaping, mowing, and ensuring drainage is adequate.
3. **ALTERATIONS, ADDITIONS, IMPROVEMENTS.** No permanent structures or other improvements or additions shall be erected or installed on the Reserve without approval from the Licensor.
4. **REPAIRS, MAINTENANCE, AND CLEANUP.** Licensee shall at its expense keep and maintain the Reserve in good condition during the Term of this Agreement.
5. **INSURANCE.**
  - a. Licensee shall maintain during the Term a comprehensive public liability coverage insuring Licensee and Licensor against liability arising from Licensee’s occupation, use or maintenance of the Reserve. City’s coverage shall be in the amount of not less than \$1,000,000 for property damage and bodily injury to or death of one person in any accident or occurrence and in the amount of not less than \$3,000,000 for property damage and bodily injury to or death of more than one person in any one accident of occurrence. All such insurance shall name the Licensee and Licensor, its officers, employees, and agents as additional insured.
  - b. Within thirty (30) days of the date of this Agreement, and in no event less than seventy-two hours (72) hours prior to the Term, and thereafter upon the written request of the Licensor, City shall furnish to the Licensor such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy the provision, the documentation required by this part must be sent to the following address:

LAKE CREEK VILLAGE COMMUNITY ASSOCIATION, INC.  
P. O. Box 701  
Montgomery, Texas 77356-0701

6. **INDEMNITY.** To the extent permitted by law, Licensee has agreed to and does hereby agree to INDEMNIFY, DEFEND AND HOLD HARMLESS Licensor of, from and against any and all claims of whatever nature or character, including, but not limited to all tort claims, contract claims, liens,



and any form of indebtedness of liability associated with any and all use of the Reserve by Licensee and Licensee’s guests.

The indemnity paragraph and its obligations apply even if the claims made the basis of any claim for indemnity were cause in whole or in part by any act, omission, negligence, breach of contract, fraud, intentional tort, or any other conduct or fault of any type of Licensor.

- 7. **TERMINATION.** Either party may terminate this Agreement for whatever reason after a thirty (30) day written notice is given to the other party.
- 8. **SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 9. **MODIFICATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Licensor.
- 10. **WAIVER.** Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants, or other agreements among them.

Approved by the City of Montgomery, Texas City Council this the 12<sup>th</sup> day of December 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**CITY OF MONTGOMERY, TEXAS**

\_\_\_\_\_  
**BYRON SANFORD, Mayor**

**LAKE CREEK VILLAGE COMMUNITY ASSOCIATION, INC.**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> January 9, 2024	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> Dave McCorquodale

**Subject**

Consideration and possible action regarding ending the one-year warranty period and release of the maintenance bond for the Clepper Sidewalks from Prairie Street to Fernland Historical Park project.

**Recommendation**

Staff recommends a motion ending the one-year warranty period and releasing the maintenance bond.

**Discussion**

Issue:  
The one-year warranty inspection was held in mid-November 2023 and punch list items have been addressed on the sidewalk project. The city’s engineers will be at the meeting to review as necessary. Staff concurs with the engineers and recommend ending the one-year warranty period and releasing the maintenance bond.

<b>Approved By</b>		
Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 01/04/2024



January 3, 2024

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

Re: One-Year Warranty Inspection  
Clepper Sidewalks From Prairie Street to Fernland Historical Park  
City of Montgomery  
TIN No. 74-2063592

Dear Mayor and Council,

Ward, Getz & Associates, PLLC held a one-year warranty inspection for the referenced project on Tuesday, November 14, 2023, at 8:00 AM. The punchlist of deficiencies noted during the inspection have been completed and/or corrected.

The following individuals were in attendance during the one-year warranty inspection:

- Wyatt McBeth – Environmental Allies, Inc.
- Katherine Vu, PE – Ward, Getz & Associates, PLLC
- Angel Romo Walle – Ward, Getz & Associates, PLLC
- Eric Standifer – City of Montgomery

Based on the following, we recommend the City of Montgomery to officially end the warranty for the project and release the maintenance bond.

Should you have any questions, please feel free to contact us.

Sincerely,

Sean Donahue, PE  
Construction Department Manager

SD/jmr

Z:\00574 (City of Montgomery)\003 Clepper Sidewalks\Docs\CA\5. Construction Admin & Inspections\Warranty\00574-003-00 1YR Warranty Inspection Letter\_rev1.docx

- Enclosure: Punchlist
- cc (via email): Mr. Gary Palmer – City of Montgomery, City Administrator
- Ms. Nici Browe – City of Montgomery, City Secretary
- Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
- Mr. Chris Roznovsky – Ward, Getz & Associates, PLLC, City Engineer
- Ms. Mayberry – Environmental Allies, Inc., Contractor



### 1 YEAR WARRANTY INSPECTION

Project: Clepper Sidewalks From Prairie Street to Fernland Historical Park  
 Project Number: 00574-003-00  
 Engineer: Ward, Getz & Associates, PLLC  
 Contractor: Environmental Allies, Inc.  
 Inspection Date & Time: Tuesday, November 14, 2023 @ 8:00 AM

Punch List Details		Completed
1	Seal both cracks on panels	12/22/2023
2	Saw cut to remove and replace part of panel	12/22/2023
3	Seal crack	12/22/2023
4	Seal crack	12/22/2023
5	Seal crack	12/22/2023
6	Seal crack	12/22/2023
7	Remove and replace panel	12/22/2023
8	Saw cut to remove and replace part of panel	12/22/2023
9	Clean and reseal joint/Seal crack	12/22/2023
10	Saw cut to remove and replace part of panel	12/22/2023
11	Re-grout crack	12/22/2023
12	Remove and replace panel	12/22/2023
13	Clean and reseal joint	12/22/2023

Z:\00574 (City of Montgomery)\003 Clepper Sidewalks\Docs\CA\5. Construction Admin & Inspections\Warranty\00574-003-00 Final Inspection Punch List - WSD.xlsx



Ward, Getz & Associates, PLLC - HQ  
2500 Tanglewilde, Suite 120  
Houston, Texas 77063  
United States  
+17137891900

**Punch Items for 00574-003-00 - Clepper Sidewalks - City of Montgomery**

**13 Items**

**#1: Seal both cracks on panels**

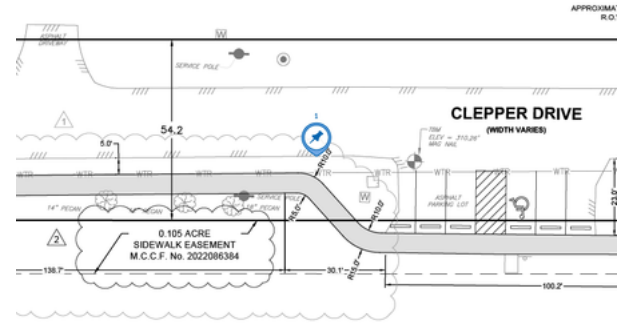
Type: Location:  
Date Created: 11/14/2023 Due Date: 12/14/2023  
Priority: Status:  
**Closed by Angel Walle on 12/20/2023**

Creator: Reference:  
**Angel Walle**

Punch Item Manager: Final Approver:  
**Angel Walle Sean Donahue**

Ball in Court: Assignee Name:  
**McBeth, Wyatt (Environmental Allies)**  
*Resolved*

Description:



Drawing C-05: PAVING & DIMENSION PLAN Rev.0



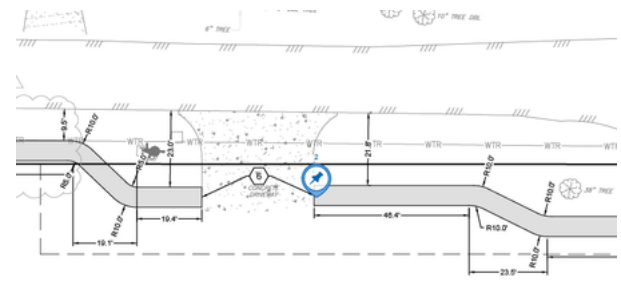
**#2: Saw cut to remove and replace part of panel**

Type: Location:  
Date Created: 11/14/2023 Due Date: 12/14/2023  
Priority: Status:  
**Closed by Sean Donahue on 12/20/2023**

Creator: Reference:  
**Angel Walle**

Punch Item Manager: Final Approver:  
**Angel Walle Sean Donahue**

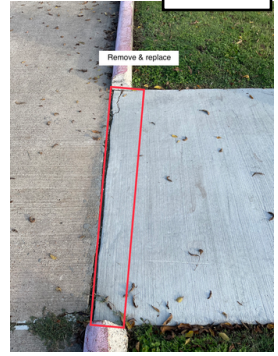
Ball in Court: Assignee Name:  
**McBeth, Wyatt (Environmental Allies)**



Drawing C-05: PAVING & DIMENSION PLAN Rev.0

**Allies)**  
*Resolved*

Description:

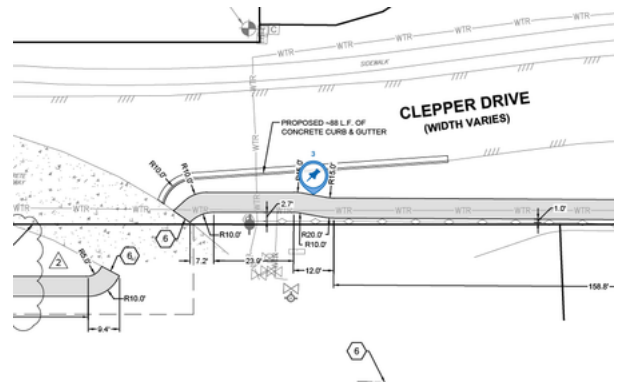


**#3: Seal crack**

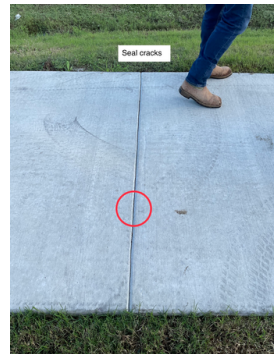
Type: Location:  
Date Created: **11/14/2023** Due Date: **12/14/2023**  
Priority: Status:  
**Closed by Angel Walle on 12/20/2023**  
Creator: Reference:  
**Angel Walle**

Punch Item Manager: Final Approver:  
**Angel Walle** **Sean Donahue**  
Ball in Court: Assignee Name:  
**McBeth, Wyatt (Environmental Allies)**  
*Resolved*

Description:



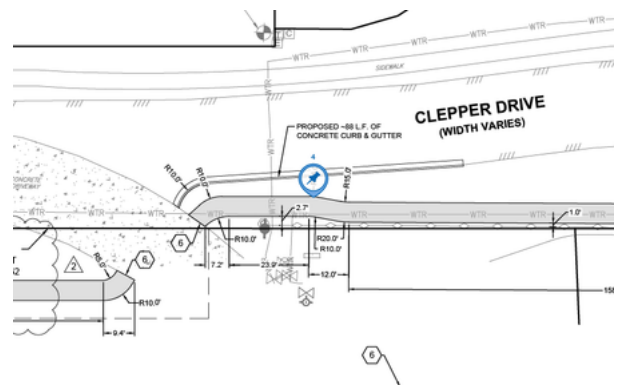
Drawing C-05: PAVING & DIMENSION PLAN Rev.0



**#4: Seal crack**

Type: Location:  
Date Created: **11/14/2023** Due Date: **12/14/2023**  
Priority: Status:  
**Closed by Angel Walle on 12/20/2023**  
Creator: Reference:  
**Angel Walle**

Punch Item Manager: Final Approver:  
**Angel Walle** **Sean Donahue**  
Ball in Court: Assignee Name:  
**McBeth, Wyatt (Environmental**



Drawing C-05: PAVING & DIMENSION PLAN Rev.0

**Allies)**  
*Resolved*

Description:

Item 7.

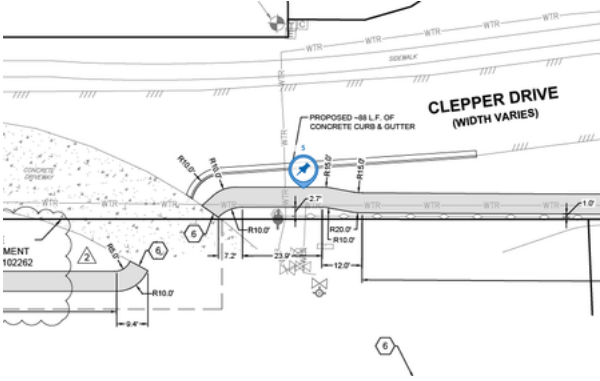


**#5: Seal crack**

Type: Location:  
Date Created: **11/14/2023** Due Date: **12/14/2023**  
Priority: Status:  
**Closed by Angel Walle on 12/20/2023**  
Creator: Reference:  
**Angel Walle**

Punch Item Manager: Final Approver:  
**Angel Walle** **Sean Donahue**  
Ball in Court: Assignee Name:  
**McBeth, Wyatt (Environmental Allies)**  
*Resolved*

Description:



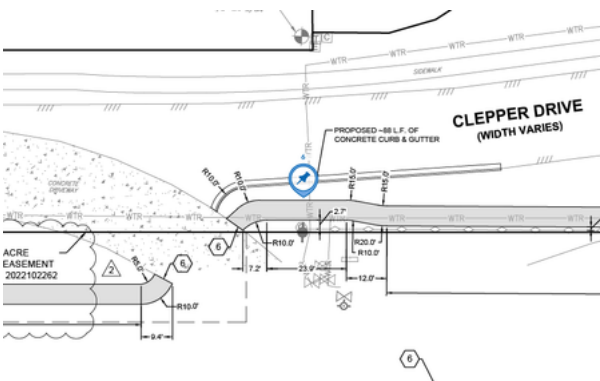
Drawing C-05: PAVING & DIMENSION PLAN Rev.0



**#6: Seal crack**

Type: Location:  
Date Created: **11/14/2023** Due Date: **12/14/2023**  
Priority: Status:  
**Closed by Angel Walle on 12/20/2023**  
Creator: Reference:  
**Angel Walle**

Punch Item Manager: Final Approver:  
**Angel Walle** **Sean Donahue**  
Ball in Court: Assignee Name:  
**McBeth, Wyatt (Environmental**



Drawing C-05: PAVING & DIMENSION PLAN Rev.0

**Allies)**  
*Resolved*

Description:



Item 7.

### #7: Remove and replace panel

Type:

Location:

Date Created:  
**11/14/2023**

Due Date:  
**12/14/2023**

Priority:

Status:  
**Closed by Sean Donahue on 01/03/2024**

Creator:  
**Angel Walle**

Reference:

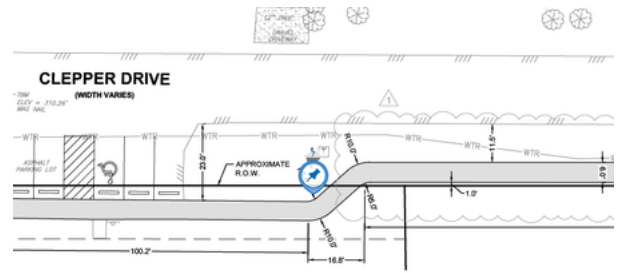
Punch Item Manager:  
**Angel Walle**

Final Approver:  
**Sean Donahue**

Ball in Court:

Assignee Name:  
**McBeth, Wyatt (Environmental Allies)**  
*Resolved*

Description:



Drawing C-05: PAVING & DIMENSION PLAN Rev.0



### #8: Saw cut to remove and replace part of panel

Type:

Location:

Date Created:  
**11/14/2023**

Due Date:  
**12/14/2023**

Priority:

Status:  
**Closed by Sean Donahue on 01/03/2024**

Creator:  
**Angel Walle**

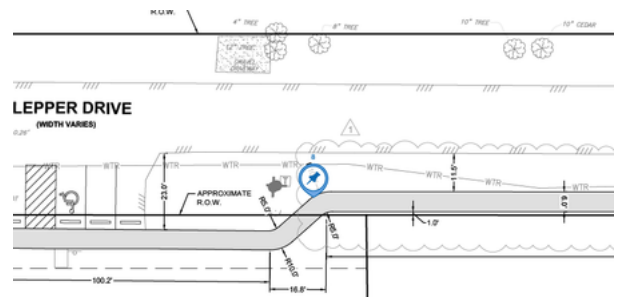
Reference:

Punch Item Manager:  
**Angel Walle**

Final Approver:  
**Sean Donahue**

Ball in Court:

Assignee Name:  
**McBeth, Wyatt (Environmental Allies)**



Drawing C-05: PAVING & DIMENSION PLAN Rev.0



**Allies)**  
*Resolved*

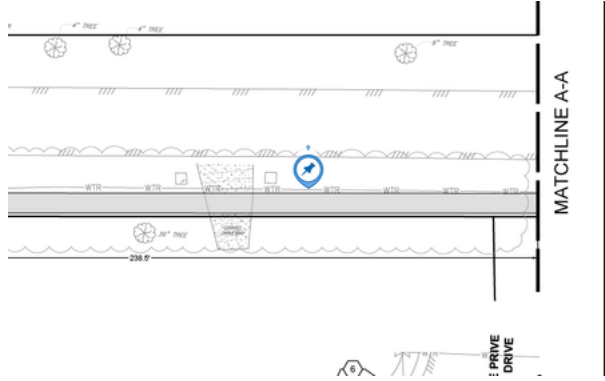
Description:

Item 7.



**#9: Clean and reseal joint Seal crack**

Type: Location:  
Date Created: **11/14/2023** Due Date: **12/14/2023**  
Priority: Status:  
**Closed by Angel Walle on 12/20/2023**  
Creator: Reference:  
**Angel Walle**  
Punch Item Manager: Final Approver:  
**Angel Walle** **Sean Donahue**  
Ball in Court: Assignee Name:  
**McBeth, Wyatt (Environmental Allies)**  
*Resolved*



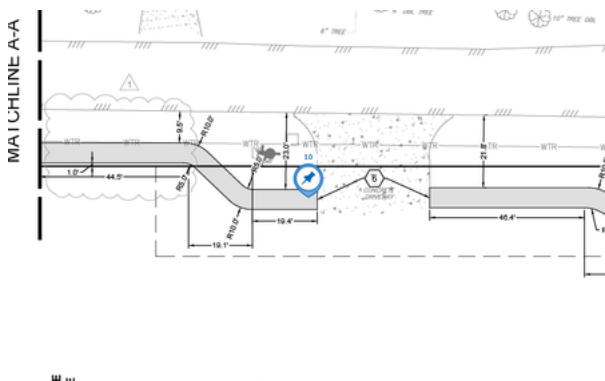
Drawing C-05: PAVING & DIMENSION PLAN Rev.0



Description:

**#10: Saw cut to remove and replace part of panel**

Type: Location:  
Date Created: **11/14/2023** Due Date: **12/14/2023**  
Priority: Status:  
**Closed by Sean Donahue on 01/03/2024**  
Creator: Reference:  
**Angel Walle**  
Punch Item Manager: Final Approver:  
**Angel Walle** **Sean Donahue**  
Ball in Court: Assignee Name:  
**McBeth, Wyatt (Environmental**



Drawing C-05: PAVING & DIMENSION PLAN Rev.0

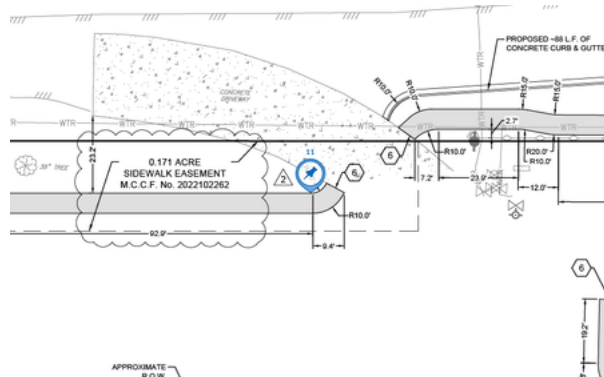
Allies)  
Resolved

Description:



### #11: Re-grout crack

Type: Location:  
 Date Created: 11/14/2023 Due Date: 12/14/2023  
 Priority: Status:  
**Closed by Sean Donahue on 01/03/2024**  
 Creator: Reference:  
**Angel Walle**  
 Punch Item Manager: Final Approver:  
**Angel Walle Sean Donahue**  
 Ball in Court: Assignee Name:  
**McBeth, Wyatt (Environmental Allies)**  
 Resolved



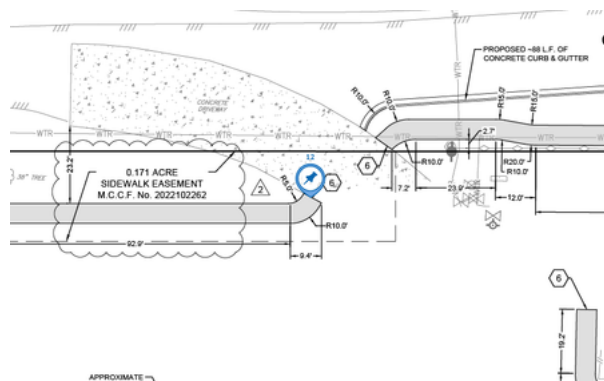
Drawing C-05: PAVING & DIMENSION PLAN Rev.0



Description:

### #12: Remove and replace panel

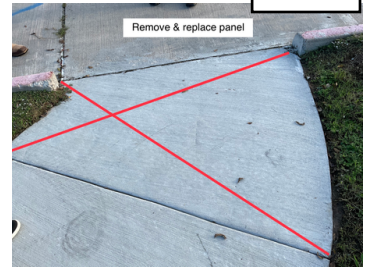
Type: Location:  
 Date Created: 11/14/2023 Due Date: 12/14/2023  
 Priority: Status:  
**Closed by Sean Donahue on 01/03/2024**  
 Creator: Reference:  
**Angel Walle**  
 Punch Item Manager: Final Approver:  
**Angel Walle Sean Donahue**  
 Ball in Court: Assignee Name:  
**McBeth, Wyatt (Environmental**



Drawing C-05: PAVING & DIMENSION PLAN Rev.0

**Allies)**  
*Resolved*

Description:



**#13: Clean and reseal joint**

Type:

Location:

Date Created:  
**11/14/2023**

Due Date:  
**12/14/2023**

Priority:

Status:  
**Closed by Angel Walle on 12/20/2023**

Creator:  
**Angel Walle**

Reference:

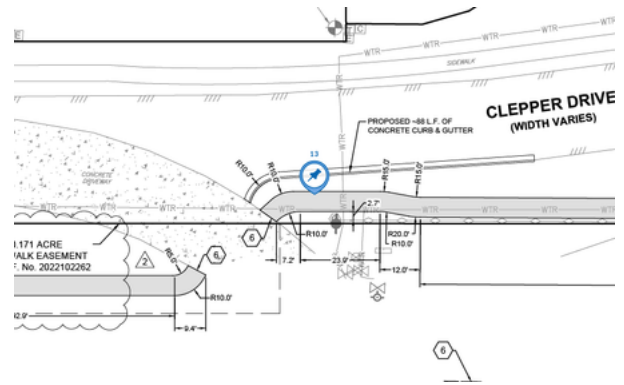
Punch Item Manager:  
**Angel Walle**

Final Approver:  
**Sean Donahue**

Ball in Court:

Assignee Name:  
**McBeth, Wyatt (Environmental Allies)**  
*Resolved*

Description:



Drawing C-05: PAVING & DIMENSION PLAN Rev.0



Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> January 9, 2024	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> Dave McCorquodale

**Subject**

Consideration and possible action regarding acceptance of the infrastructure and entering into the one-year warranty period for the Flagship Boulevard Storm Sewer and Pavement Replacement project.

**Recommendation**

Staff recommends a motion accepting the infrastructure and beginning the one-year warranty period for the Flagship Blvd. Storm Sewer & Pavement Replacement Project.

**Discussion**

Issue:  
This project is complete and the city engineers recommend acceptance of the infrastructure and beginning the one-year warranty period.

<b>Approved By</b>		
Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 01/05/2024



# CERTIFICATE OF SUBSTANTIAL COMPLETION

January 4, 2024

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

Contractor: Mr. Oscar Carmona  
Civil & Environmental Engineering Services, LLC  
21751 Debary Dr.  
Spring, Texas 77388

Re: Flagship Blvd. Storm Sewer and Pavement Replacement  
City of Montgomery  
TIN No. 74-2063592

Dear Mayor and Council,

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

We also recommend that the Contractor’s warranty period of one-year begin December 12, 2023.



Sincerely,

Sean Donahue, PE  
Construction Department Manager

(Professional Engineer Seal of Approval)

Z:\00574 (City of Montgomery)\010 Flagship Storm Sewer Rehab\Docs\CA\6. Pay Estimates & Change Orders\Pay Estimate No. 5\COSC & COA - City of Montgomery.docx

## CERTIFICATE OF ACCEPTANCE

January 4, 2024

Mr. Oscar Carmona  
Civil & Environmental Engineering Services, LLC  
21751 Debary Dr.  
Spring, Texas 77388

Re: Flagship Blvd. Storm Sewer and Pavement Replacement  
City of Montgomery  
TIN No. 74-2063592

Mr. Carmona,

This is to certify that the City of Montgomery accepts the subject project on the basis of the Certificate of Substantial Completion issued by our Engineers at WGA, PLLC, and understands that a guarantee shall cover a period of one-year beginning, December 12, 2023.

Signature: \_\_\_\_\_

Mr. Gary Palmer  
City of Montgomery, City Administrator

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

cc: Ms. Nici Browe – City of Montgomery, City Secretary  
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney  
Mr. Chris Roznovsky – Ward, Getz & Associates, PLLC, City Engineer  
Mr. Oscar Carmona – Civil & Environmental Engineering Services, LLC, Contractor

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> January 09, 2024	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Administration	<b>Prepared By:</b> G. Palmer

**Subject**

Consider Houston-Galveston Area Council (HGAC) Resolution Assigning City Liaisons to the HGAC Board

**Recommendation**

Recommend Appointing a Councilmember and Alternate

**Discussion**

We are members of HGAC. HGAC requests liaisons to represent the City.

I defer to the Mayor for additional information/comments.

**Approved By**

City Administrator	Gary Palmer	Date: January 5, 2024

**DESIGNATION OF REPRESENTATIVE AND ALTERNATE  
HOUSTON-GALVESTON AREA COUNCIL  
2024 GENERAL ASSEMBLY**

\*\*\*\*\*

**BE IT RESOLVED**, by the Mayor and City Council of \_\_\_\_\_, Texas that \_\_\_\_\_ be, and is hereby designated as its Representative to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2024.

FURTHER, that the Official Alternate authorized to serve as the voting representative should the hereinabove named representative become ineligible, or should he/she resign, is \_\_\_\_\_.

**THAT** the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named representative and alternate.

**PASSED AND ADOPTED**, this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_