

**Notice of City Council Regular Meeting
AGENDA**

August 08, 2023 at 6:00 PM

NOTICE IS HEREBY GIVEN that a Meeting of the Montgomery City Council will be held on **Tuesday, August 08, 2023**, 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.** Approval of the following:
 - (a) City Council Meeting Minutes 06-27-2023.
 - (b) City Council Meeting Minutes 07-11-2023
 - (c) City Council Meeting Minutes 07-25-2023

CONSIDERATION AND POSSIBLE ACTION:

- 2.** Discussion And Consideration for Approval of the Proposed Amendments to the Redbird Meadow-City of Montgomery Development Agreement
- 3.** Consideration and possible action on the following:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE RATES TO BE CHARGED FOR SOLID WASTE COLLECTION SERVICE INSIDE THE CITY OF MONTGOMERY, TEXAS; PROVIDING FOR A PENALTY FOR FAILURE TO PAY ACCOUNTS; PROVIDING CONDITIONS UPON WHICH SERVICE WILL BE RESUMED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

- 4.** Consideration and possible action on: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING ARTICLE VI, “OPERATION OF GOLF CARTS ON PUBLIC STREETS”, OF THE CITY CODE OF ORDINANCES; REPEALING

ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH;
PROVIDING A SEVERANCE CLAUSE AND PROVIDING AN EFFECTIVE DATE.

5. Consideration and possible action on the annual permit renewal for Cedar Crest Mobile Home Park.
6. Consideration and possible action on approval of construction plans for Montgomery Bend Section Two (Dev. No. 2203).
7. Consideration and possible action authorizing the solicitation of “Water and Sewer Operations and Maintenance Services”.

Adjourn into Closed Session in compliance with Section §551.001 etseq. Texas Government Code, to wit:

No items at time of publication.

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 August 4, 2023 at 4:00 p.m.

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.

**City Council Regular Meeting
MINUTES**

June 27, 2023 at 6:00 PM

CALL TO ORDER

Mayor Byron Sanford called the meeting to order at 6:00 p.m.

- Present: Byron Sanford Mayor
- Carol Langley City Council Place #1
- Casey Olson City Council Place #2
- Sara Countryman City Council Place #3
- Stan Donaldson City Council Place #5

Absent: Cheryl Fox City Council Place #4

Also Present: Dave McCorquodale Assistant City Administrator

Nici Browe City Secretary & Director of Administrative Services

CALL TO ORDER

Mayor Byron Sanford called the meeting to order at 6:01 P.M.

INVOCATION

Councilmember Stan Donaldson provided the Invocation.

PLEDGE OF ALLEGIANCE TO FLAGS

VISITOR/CITIZENS FORUM:

No visitors addressed City Council.

CONSENT AGENDA:

- 1. Approval of the following:
 - (a) City Council meeting minutes 05-23-2023
 - (b) City Council meeting minutes 06-13-2023

Councilmember Sara Countryman stated she had a couple of issues with the May 23rd council minutes. She addressed the item regarding Mr. Hari and his liquor license, asked that the City Secretary to go back and watch the video to capture the correct speech. Also, there was a small typo where it states “Country” instead of “county”.

Councilmember Sara Countryman moved to table the minutes for May 23, 2023, to the next City Council meeting to be corrected. Councilmember Carol Langley seconded the motion. **Motion Passed (4-0).**

2. Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Montgomery ISD for athletic field turf conversions at the MISD Athletic Complex (Dev. No. 2304).
3. Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Home Depot USA, Inc. (Dev. No. 2305).
4. Utility Billing & Permit Report.

Councilmember Carol Langley moved to approve the consent agenda item 1.b as presented. Councilmember Casey Olson seconded the motion. **Motion Passed (4-0).**

Councilmember Carol Langley moved to approve the consent agenda items 2, 3 and 4 as presented. Councilmember Casey Olson seconded the motion. **Motion Passed (4-0).**

CONSIDERATION AND POSSIBLE ACTION:

5. Consideration and possible action on calling a Public Hearing for Lone Star Estates Partial Replat #1.

Dave McCorquodale presented the item and reminded the council of the process for a public hearing for a replat. He provided detailed information regarding the lots. The council inquired if Planning & Zoning will see the replat as well, and if this is the typical order of things, and what if anything would council do for a motion.

Mr. McCorquodale stated that the Planning & Zoning Commission will see the replat and then go to council after that. He stated the order is in the correct and typical format. The only action being asked of the Council at this meeting is to call the Public Hearing.

Councilmember Casey Olson moved to call the public hearing at the City Council meeting of July 25, 2023. Councilmember Stan Donaldson seconded the motion. **Motion Passed (4-0).**

6. Consideration and possible action on approval of construction plans for Montgomery Bend Section One (Dev. No. 2203).

Chris Roznovsky, WGA City Engineers provided the council with the process by which the construction plans are to be reviewed and approved, which included the Planning & Zoning Commission reviewing the plans at their June 6th meeting and recommended approval as well as their drainage and mass grading.

He provided the council with highlights of the project.

Councilmember Sara Countryman asked if there was a better map as the first one was atrocious.

Mr. Roznovksy responded there was and is much clearer.

Councilmember Casey Olson stated the elevation maps are hard to decipher, hard to see the entrance where the bridge is.

Mr. Roznovsky reminded the council that is not a bridge, but a culvert.

Councilmember Casey Olson asked if the stream was named.

Mr. Roznovsky stated that it isn't but is a tributary into Adkins Creek.

Councilmember Stan Donaldson asked if there was any problems with flooding.

Mr. Roznovsky responded that there was not.

Councilmember Casey Olson stated he was having a hard time picturing it, he could not tell.

Councilmember Sara Countryman moved to table this item and plan a field trip to the site for better understanding. Councilmember Stan Donaldson seconded the motion. **Motion Passed (4-0).**

7. Acceptance of Certification of Additional Sales and Use Tax to Pay Debt Services.

Mr. Carl Currie, Interim Finance Director introduced himself and explained what the form was before them for acceptance.

Councilmember Casey Olson moved to accept the certification of Additional Sales and Use Tax to Pay Debt Services. Councilmember Sara Countryman seconded the motion. **Motion Passed (4-0).**

8. Consideration and possible action authorizing the City Administrator to approve expenses for roof replacement and repairs at Fernland Park.

Mike Muckleroy, Public Works Director introduced this item and stated that they had budgeted \$50,000.00 for repairs now this is the formal request to approve the expense.

Councilmember Casey Olson moved to approve the expenses for the roof replacements and repairs at Fernland Park. Councilmember Stan Donaldson seconded the motion. **Motion Passed (4-0).**

9. Consideration and possible action on a Recommendation of Award for bids received for the 2023 Sanitary Sewer Rehabilitation Project.

Chris Roznovsky, WGA City Engineer introduced this item and explained that they had received 4 bids with the low bid \$837,528 + an alternate. This would go over two fiscal years. He went on to say that they recommend awarding the bid to Cruz Tech. He reassured the council this his company would be working very closely with them and ensure compliance.

Councilmember Sara Countryman moved to approve awarding the bid to Cruz Tech. Councilmember Stan Donaldson seconded the motion. **Motion Passed (4-0).**

DEPARTMENTAL REPORTS:

10. Sales Tax Report.

11. Police & Code Enforcement Report.

12. Municipal Court Report.

- 13. Public Works Report.
- 14. Utility Operations Report.
- 15. City Engineer's Report.

City Council heard all of the Departmental reports, Councilmember Sara Countryman stated that she is requesting a letter of intention is sent by the City Attorneys with regards to the \$100,000 as the City's Share for the bridge.

Councilmember Casey Olson moved to approve the Departmental Reports as presented. Councilmember Carol Langley seconded the motion. **Motion Passed (4-0).**

EXECUTIVE SESSION:

Adjourn into Closed Session in compliance with Section 551.01 etseq. Texas Government Code, to wit:

Sections 551.071 (consultation with attorney: Redbird Meadows Development Agreement)

The City Council convened into Executive Session at 7:23 P.M.

The City Council reconvened into Regular Session at 8:26 P.M.

POSSIBLE ACTION FROM EXECUTIVE SESSION:

Consideration of any action on items discussed in Executive Session.

There were no actions to be taken.

COUNCIL INQUIRY:

Mayor, Byron Sanford informed the council of a workshop with TML August 4-5 and asked if any councilmember wanted to attend to let the City Secretary know and she will enroll them.

ADJOURNMENT

Councilmember Carol Langley moved to adjourn the meeting. Councilmember Casey Olson seconded the motion. **Motion passed (4-0).**

ADJOURNED: 8:35 P.M.

Submitted by: _____ Date Approved: _____
 Nici Browe TRMC, City Secretary

 Byron Sanford, Mayor

City Council Regular Meeting
MINUTES

July 11, 2023, at 6:00 PM

CALL TO ORDER

Mayor Byron Sanford called the meeting to order at 6:00 p.m.

- Present: Byron Sanford Mayor
- Carol Langley City Council Place #1
- Casey Olson City Council Place #2
- Sara Countryman City Council Place #3
- Cheryl Fox City Council Place #4
- Stan Donaldson City Council Place #5

- Also Present: Gary Palmer City Administrator
- Nici Browe City Secretary & Director of Administrative Services

CALL TO ORDER

Mayor Byron Sanford called the meeting to order at 6:03 P.M.

INVOCATION

Mayor Byron Sanford provided the invocation.

PLEDGE OF ALLEGIANCE TO FLAGS

VISITOR/CITIZENS FORUM:

Julie Denison 114 Anna Springs- Ms. Denison voiced her disapproval of the request for item # 3 on the agenda. She is concerned that it is in her backyard, when she purchased her property, she was told it was residential and always remain residential. She went on this property is residential and should not be changed to commercial and it would open the door for others and there could end up with a gas station, or a strip joint, beer joint. Dumpsters would be added, attracting vermin. I don't hold ill will for the gentleman, but he should have done his homework before purchasing the property.

Ms. Denison went on to state that she had heard from the grapevine that he had claimed a Homestead exemption on the property. Not fair. She is asking the city council to take care of its existing city residents and deny this application.

Norega, 14259 Liberty- Mr. Norega stated he was here to offer his thanks for all of the assistance he has received from Mr. Dave McCorquodale and Lieutenant Joe Belmares. Former Councilmember TJ Wilkerson also assisted with them all acclimating him and his family to the city and providing guidance to start his business. Lt. Belmares went above and beyond for us.

He presented Chief Solomon in Lt. Belmares' absence a plaque of appreciation for being a good steward of the city and providing excellent customer service.

Waffa Evey – 101 Dina Lane – Ms. Evey discussed her frustration for the length of time seeking clarification from the city regarding an above ground pool. She had been dealing with a young lady in the front office. She referred me to the HOA, but the HOA are saying I need to get with the city. I have emailed, called and am not getting anywhere. Who is in charge of the permits? She added she truly wants to do things the right way.

Mr. Gary Palmer provided her with his business card and stated they would meet to discuss it and get the issue resolved.

CONSENT AGENDA:

- 1. Consideration and approval of the revised minutes of the City Council Regular Meeting 05-23-2023.

Councilmember Sara Countryman moved to approve the revised minutes as presented. Councilmember Cheryl Fox Seconded the motion. **Motion Passed (5-0).**

CONSIDERATION AND POSSIBLE ACTION:

- 2. Consideration and possible action on a parking variance request from Home Depot USA, Inc.

Dave McCorquodale, Planning & Zoning Director introduced this item to the City Council and provided some historical information about the parking variance request.

Mr. Jordan Corbitt, Home Depot USA, Inc provided the city council with a presentation outlining the variance request and the reasons behind the request.

He went on to provide a comprehensive discussion on Topography, Landscaping (Screening), roadway, and Façade of the site. He also addressed the recommended conditions of the Planning & Zoning Commission.

Mr. Corbitt responded to all of the city council's questions. [A full video of this discussion can be located at: www.montgomerytexas.gov, under agendas/minutes].

Councilmember Casey Olson moved to table this item until the July 25, 2023, meeting. Councilmember Stan Donaldson seconded the motion. **Motion Passed (5-0).**

- 3. Public Hearing and consideration and possible action on:

AN ORDINANCE OF THE CITY OF MONTGOMERY, TEXAS, GRANTING A SPECIAL USE PERMIT TO EVAN BALLEW FOR USE OF 14640 LIBERTY STREET, MONTGOMERY, TEXAS 77356 FOR A PROFESSIONAL REAL ESTATE OFFICE; ESTABLISHING CERTAIN TERMS, CONDITIONS AND LIMITATIONS; PROVIDING FOR PENALTY, SEVERABILITY, AND EFFECTIVE DATE.

Mayor, Byron Sanford opened the public hearing at 6:40 P.M.

Mr. Evan Bellew, the applicant, provided a response to Ms. Denison's claims regarding Homestead exemption stating that it is not true, he has not filed an exemption period, and explained his business will be in operation 8am – 4 pm as a professional office for real estate.

He went on to explain his desire to have a business in his hometown especially the downtown area and wanted to serve the citizens of Montgomery. He has been a fire fighter and in public service in Magnolia, he has pride in his hometown and wants to live and work in it.

He stated that he wanted to be a good neighbor, and would clean the property up, fresh paint and removal of a dead tree, he would follow all setbacks, lighting requirements etc.

The City Council asked Mr. Bellew the following questions:

- If you wanted to be downtown, why didn't you buy downtown?
- If your business is commercial, why buy residential?
- It appears you are using the property currently, without the permit.
- Plenty of vacant commercial properties downtown.

Councilmember Sara Countryman stated that all she would like to see is that he follows the rules.

Mr. Bellew responded that is why he is here; the SUP is a tool to keep me within the frames of what it is you as the council place upon me.

Mayor, Byron Sanford closed the public hearing at 6:59 P.M.

Councilmember Casey Olson moved to deny the SUP. Councilmember Sara Countryman seconded the motion. **Motion Passed (4-1)**. Councilmember Carol Langley voted against the motion.

4. **Consideration and possible action on the application for a City Alcoholic Beverage Permit for Ryan Liquor.**

City Secretary, Nici Browe explained that the applicant had been in prior to the end of the year and was having a terrible time with a "negligent" agent who ran off with his money. She stated that she had put him in touch with a contact at the TABC, who in turn placed him with a reputable agent. The process then proceeded. She went on to say the City Secretary must sign the TABC application before they accept it as a complete application.

The city is now only one of less than a handful of cities who still require city council approval of the city permit. The agent just missed that his customer did not come into the city and obtain the city permit after TABC rushed his application through.

Staff are recommending approval of the permit and will be looking at updating the ordinance and application to make sure that there are no future misunderstandings with regards to obtaining the City Permit.

Councilmember Sara Countryman moved to approve the City Alcohol Beverage Permit as presented. Councilmember Cheryl Fox seconded the motion. **Motion Passed (5-0)**.

5. **Consideration and possible action regarding the Certificate of Substantial Completion and Certificate of Acceptance for the Downtown Sanitary Sewer Rehabilitation Project.**

Ms. Katherine Vu, City Engineers WGA informed the city council that the developer has now completed the final punch list and is ready for the certificate of substantial completion and acceptance of the downtown sanitary sewer rehab.

Councilmember Sara Countryman moved to accept the Certificate of Substantial Completion and Certificate of Acceptance as presented. Councilmember Stan Donaldson seconded the motion. **Motion Passed (5-0).**

6. Consideration and possible action on: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING ARTICLE VI, "OPERATION OF GOLF CARTS ON PUBLIC STREETS", OF THE CITY CODE OF ORDINANCES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Mr. Gary Palmer, City Administrator explained that this item will come back to the city council as it is not yet in an adoptable form.

Chief Anthony Solomon provided the city council with background as to the need to adopt the amendment to the Golf Cart Ordinance.

No action was taken on this item.

7. Consideration and possible action on accepting applications for an open position on the MEDC Board of Directors.

Mr. Dave McCorquodale introduced this item and explained that this is merely an administrative request in order to make the city council aware of the process for seeking applications for an open position on the MEDC.

Councilmember Sara Countryman moved to approve the advertisement and receipt of applications for the open position on MEDC. Councilmember Casey Olson seconded the motion. **Motion Passed (5-0).**

8. Consideration and possible action on approval of construction plans for Montgomery Bend Section One (Dev. No. 2203).

Mr. Chris Roznovsky, City Engineer explained that this item had been tabled at a previous meeting to obtain some additional information. He provided the city council with a full timeline of events, an overview of the project and outcomes of all meetings on the project thus far.

Video of the city council's concerns and questions can be viewed at www.montgomerytexas.gov, under agendas/minutes.

Councilmember Casey Olson moved to approve the construction plans for Montgomery Bend Section one as presented. Councilmember Carol Langley seconded the motion. **Motion Passed (5-0).**

The City Council adjourned into Executive Session at 7:30 P.M.

The City Council reconvened into Regular Session at 7:43 P.M.

9. Consideration of and Possible Action on the Proposed Amendments to the Approved Redbird Meadow Development Agreement.

Mr. Gary Palmer introduced the item on Redbird Meadow Development and deferred to the team representing them.

Ms. Annette Stephens, Legal Counsel introduced Perry, owner of the development and Micha from LGA, engineering for the project.

A full video transcript of the discussions can be found at www.montgomerytexas.gov, under agendas/minutes.

Mr. Palmer stated that it would be best to workshop this when we have less time restraints and suggested a workshop with himself, legal counsel, city council and the Redbird team. He added he would look at calendars and be in contact with all parties to coordinate.

Alan Petrov, City Attorney reminded all parties that the Open Meetings Act must be complied with and a 72-hour posting requirement is mandatory.

No action on this item.

EXECUTIVE SESSION:

Adjourn into Closed Session in compliance with Section 551.01 etseq. Texas Government Code, to wit:

Sections 551.071 (consultation with attorney: Town Creek-Atkins Creek Hydrology Issue update).

551.072 (deliberation regarding real property).

City Council Adjourned into Executive Session at 8:26 P.M.

City Council Reconvened into Regular Session at 9:17 P.M.

POSSIBLE ACTION FROM EXECUTIVE SESSION:

No motion.

COUNCIL INQUIRY:

Councilmember Casey Olson asked that staff remember to take a look at the Alcohol Beverage Ordinance.

Councilmember Sara Countryman asked if the city still offers new residents opening new utility accounts a flag?

City Secretary, Nici Browe responded that she was not aware of that program but would look into it as it is a good idea.

ADJOURNMENT

Councilmember Carol Langley moved to adjourn the meeting. Councilmember Cheryl Fox seconded the motion. **Motion passed (5-0).**

ADJOURNED: 9:19 P.M.

Submitted by: _____
Nici Browe TRMC, City Secretary

Date Approved: _____

Byron Sanford, Mayor

Notice of City Council
MINUTES

July 25, 2023, at 6:00 PM

CALL TO ORDER

Mayor Byron Sanford called the meeting to order at 6:00 p.m.

- | | | |
|----------|-----------------|-----------------------|
| Present: | Byron Sanford | Mayor |
| | Carol Langley | City Council Place #1 |
| | Casey Olson | City Council Place #2 |
| | Sara Countryman | City Council Place #3 |
| | Cheryl Fox | City Council Place #4 |
| | Stan Donaldson | City Council Place #5 |

- | | | |
|---------------|-------------|--|
| Also Present: | Gary Palmer | City Administrator |
| | Nici Browe | City Secretary & Director of Administrative Services |

INVOCATION

Councilmember Stan Donaldson provided the Invocation.

PLEDGE OF ALLEGIANCE TO FLAGS

VISITOR/CITIZENS FORUM:

Mr. Matt Tucker – Mr. Tucker stated he was here to respond to any questions on item # 2 on the agenda.

CONSIDERATION AND POSSIBLE ACTION:

1. Consideration and possible action on a parking variance request from Home Depot USA, Inc.

The full video footage of the Home Depot, negotiations and discussions can be viewed at www.montgomerytexas.gov under agendas and minutes.

Councilmember Casey Olson moved to approve the Home Depot Parking Variance with the following conditions: Home Depot Contributes not more than \$750,000 toward the intersection signal at 105 and Buffalo Springs Dr and Buffalo Springs Dr. road improvements. Additionally, both parties agreed to pursue that signal funding through TXDOT and if successful, Home Depot’s \$750,000 contribution will go toward Buffalo Springs Dr. road improvements. If TXDOT refuses to fund the signal, the City is responsible for funding the signal and installation. The remaining cost of the Buffalo Springs Dr. road improvements will be funded through a Chapter 380 economic development agreement between Home Depot and the City.

Councilmember Sara Countryman asked about the building materials, she would like a full brick façade.

Councilmember Casey Olson said he did not see that as a vital part of this motion. Councilmember Cheryl Fox seconded the motion.

The council held further discussion regarding the traffic signal already in motion through TXDOT.

Motion Passed (4-1) Councilmember Sara Countryman voted against the variance.

2. Public Hearing and consideration and possible action on Lone Star Estates Partial Replat No. 1.

Mayor Byron Sanford opened the public hearing at 6:21 P.M.

No members of the public addressed the city council on this item.

Mayor Byron Sanford closed the public hearing at 6:22 P.M.

Councilmember Sara Countryman moved to approve the partial replat No. 1 as presented. Councilmember Casey Olson seconded the motion. **Motion Passed (5-0).**

3. Transportation Advisory Committee Charter Adoption

Mr. Gary Palmer, City Administrator advised the city council that he has taken the comments from the last time this was talked about and provided them with an amended version. He went through the charter and highlighted areas where the council had required some amendments.

He then provided the council with several options to select from for an item within the charter.

The city council discussed and mutually agreed option # 4 best suited their needs.

Councilmember Casey Olson moved to approve the Transportation Advisory Committee Charter with option # 4 as presented. Councilmember Sara Countryman seconded the motion. **Motion Passed (5-0).**

4. Consideration and possible action regarding the proposal submitted by Ward, Getz & Associates, PLLC for completion of an amendment application for the Texas Pollution Discharge Elimination System (TPDES) Permit for Town Creek Wastewater Treatment Plant.

Ms. Katherine Vu introduced this item and explained this is a follow up for the request for an analysis from the July 11 workshop. She went on to explain the process for the permit amendment stating that it is a year long process. Once the permit is obtained for .8mgb this will allow for future expansion.

The proposed costs are \$10,000 plus reimbursable costs. You will only pay for what is actually spent.

Councilmember Casey Olson moved to approve the City Engineers to proceed with the amendment as presented. Councilmember Stan Donaldson seconded the motion. **Motion Passed (5-0).**

DEPARTMENTAL REPORTS:

5. Sales Tax Report

6. June 2023 Municipal Court Report

7. Police & Code Enforcement Report
8. Utility Operations Report (H2O) ** see below
9. Public Works Report
10. Engineers report 2023
11. City Administrator Report

** Councilmember Casey Olson stated he was disappointed in the preventative maintenance as the recent violation has put the city and its residents at risk. He asked the H2O representative if the samples were done by a 3rd party lab and if this was a one-time issue or something that is ongoing.

Mayor Byron Sanford asked why it had been caught so late, as the reports show a three-month trend.

Jacob Williams of H2O responded that the State does not send them the reports.

Councilmember Sara Countryman asked if they are testing currently and the same tests as the TCEQ.

Jacob Williams responded that H2O does not test for the same contaminants as the State.

Councilmember Casey Olson stated he felt this issue was out of ignorance, how do you ignore the rising test results?

Councilmember Sara Countryman stated we as council have to answer to our citizens.

Jacob Williams responded that operators cannot perform the tests the state does, they have to go to a third party.

The council held a detailed discussion with Jacob Williams the H2O representative, highlighting the need for the compliance manager to have seen the rising rates, and continue to take samples until it decreases, or find out why it's rising.

Jacob Williams responded that they had discovered that there was a false dead end and dead valve.

Mr. Gary Palmer stated that he and Mike and the operator have been doing a deep dive and are working to create a plan to prevent this situation reoccurring.

Councilmember Carol Langley moved to approve the departmental reports. Councilmember Cheryl Fox seconded the motion. **Motion Passed (5-0).**

COUNCIL INQUIRY:

Councilmember Cheryl Fox stated that a downtown business owner Kambra Drummond who has products outside of the store, states that code enforcement stated that it needed to be removed per the code. Perception is that it was tacky or unsightly. She is not the only one that stores their wares outside, therefore we should probably rework that code.

Mr. Palmer stated that we have a meeting scheduled with Ms. Drummond to review the issues. We will look at amending the Ordinance to meet the needs of the businesses as well as the City's

ADJOURNMENT

Councilmember Casey Olson moved to adjourn the meeting. Councilmember Sara Countryman seconded the motion. **Motion passed (5-0).**

ADJOURNED: 7:38 P.M.

Submitted by: _____
Nici Browe TRMC, City Secretary

Date Approved: _____

Byron Sanford, Mayor

Montgomery City Council
AGENDA REPORT

Meeting Date: August 08, 2023	Budgeted Amount: N/A
Department: Administration	Prepared By: G. Palmer

Subject

Discussion And Consideration for Approval of the Proposed Amendments to the Redbird Meadow-City of Montgomery Development Agreement

Recommendation

Approve the Development Agreement Amendments as Proposed

Discussion

The City and developer have workshopped this item twice and negotiated amendments to the approved City of Montgomery- Redbird Meadow Development Agreement that meets both the needs of the City and developer. The developer has made the agreed-upon modifications to our Agreement and is offering the amended agreement tonight for your consideration and approval.

Approved By		
		Date:
City Administrator	Gary Palmer	Date: August 3, 2023

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, TEXAS AND
REDBIRD MEADOW DEVELOPMENT, LLC

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between REDBIRD MEADOW DEVELOPMENT, LLC, a Texas limited liability company, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on May 10, 2022 (the "Effective Date").

RECITALS

The Developer owns approximately 388.5 acres of land, as described on the attached **Exhibit A** (defined herein as the "Tract") in Montgomery County, Texas, of which approximately 10.3 acres is within the corporate limits of the City and 378.2 acres is outside the corporate limits of the City. The Developer intends to develop the Tract for primarily single-family residential purposes. The Developer represents that the development of the Tract requires the creation of a special district over the Tract to fund certain public infrastructure, and an agreement with the City will provide for long-term certainty concerning development of the Tract. The Developer intends to petition the City for voluntary annexation of the approximately 378.2 acres (the "Annexation Tract") as described on **Exhibit E** into the corporate limits of the City. The City has adopted a resolution consenting to the creation of a special district over the boundaries of the Tract and annexed the Annexation Tract into the corporate limits of the City concurrently with the approval of this Agreement.

The City is a Type A general-law municipality with all powers except those specifically limited by the Constitution and laws of the State of Texas.

The City wishes to provide for the orderly, safe and healthful development of the Tract, and the City and the Developer agree that the development of the Tract can best proceed pursuant to a development agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein as well as other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the City and Developer agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

1.1 **Definitions.** Unless the context indicates others, the following words as used in this Agreement shall have the following meanings:

Annexation Tract means approximately 378.2 acres of land to be annexed by the City upon petition of the Developer, as described in **Exhibit E**

City means the City of Montgomery, Texas.

District means a municipal utility district to be created over the Tract upon petition to the TCEQ pursuant to Article XVI, Sec. 59, and Article III, Sec. 52, Texas Constitution, Chapters 49 and 54, Texas Water Code and rules of the TCEQ.

Developer means Redbird Meadow Development, LLC, a Texas limited liability company, its successors or assigns.

ESFC means that amount of water or wastewater, as applicable, set by the City that constitutes an Equivalent Single Family connection, which amount may be changed from time to time. At the time of this Agreement, an ESFC of water means 300 gallons per day and an ESFC of wastewater means 200 gallons per day.

Facilities means the water distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, detention and drainage systems, roads and improvements in aid thereof, constructed or acquired or to be constructed or acquired by the District to serve lands within its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto.

Parties means the City and the Developer, collectively.

Proposed Collector Road means the public road improvement to be constructed described as "Proposed Collector" on **Exhibit D**.

Tract means the approximately 388.5 acres of land to be developed by Developer, as described in **Exhibit A**, and any additional land that may be annexed into the District as approved by the City.

TCEQ means the Texas Commission on Environmental Quality or its successor agency.

1.2. Exhibits. The following Exhibits attached to this Agreement are a part of the Agreement as though fully incorporated herein:

- Exhibit A Metes and Bounds Description of the Tract
- Exhibit B Form of Utility Agreement
- Exhibit C Utility Exhibit
- Exhibit D Proposed Major Thoroughfare Plan
- Exhibit E Annexation Tract
- Exhibit F Phasing Plan

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ARTICLE II

DEVELOPER OBLIGATIONSSection 2.1. Utilities.

- a. Water, Sanitary Sewer and Drainage Facilities. Developer agrees that all water, sanitary sewer and drainage facilities to serve the Tract, whether on the Tract or off-site, will be constructed in accordance with the applicable City regulations and ordinances, including the City of Montgomery Code of Ordinances, as amended (the "City Code"). The Developer is responsible for the design and construction of all internal water and sanitary sewer lines and associated facilities and drainage facilities to serve the Tract. The City will provide retail water and sanitary sewer service to customers within the Tract, all in accordance with a Utility Agreement, the form of which is attached hereto as Exhibit B. Following acceptance by the City, the water and sanitary sewer infrastructure will be owned, operated, and maintained by the City per normal practice and as described in the Utility Agreement. The City agrees to provide the District with its ultimate requirements for wastewater treatment and water capacity in accordance with the Utility Agreement and as further described herein.
- b. Water Supply Facilities. The parties acknowledge that the Tract will be developed in phases with ultimate water requirements of 168,000 gpd to serve approximately 560 connections. Parties agree that the Developer will develop the Tract in accordance with market and development demands, but a proposed phasing plan is attached hereto as Exhibit F.
 1. First Phase Improvements. The first phase of development will consist of approximately 180 ESFCs necessitating 54,000 gpd of water capacity ("First Phase"). The City agrees that it has the capacity in its water treatment system to serve the First Phase; however the Developer is required to fund the construction of certain improvements to the City's water supply system in order to provide sufficient pressure for the Tract.
 - i. Water Line. The City agrees to design and construct, at the Developer's cost, a 12" off-site waterline connecting to the City's existing 8" waterline, which shall be routed generally as shown on Exhibit C or such other route as is mutually agreed upon by the Parties ("Water Line"). The Water Line will be constructed in public right of way or easement and to the extent necessary, the City will be responsible for acquiring any necessary public right of way required for the construction of the Water Line. The Water Line will be sized to serve the Tract; to the extent the City requires

the Water Line to be oversized to serve land outside the Tract, the Parties agree to comply with provisions of Section 2.3 below. The Developer will receive Impact Fee credit for funding of the Water Line as described in Section 2.1(d) below.

- ii. **Funding.** The City will provide the Developer and the District a cost estimate of the engineering and construction costs of the Water Line, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for design (including preliminary design, design, topographic survey, reimbursable expenses, and bid phase services) of the Water Line. The City will be responsible for bidding the Water Line in accordance with competitive bidding laws. Upon receipt and review of bids, the Developer will deposit the amount of the accepted bid plus 10% contingencies, the estimated cost for construction administration and inspection, construction staking, construction materials testing, and reimbursable expenses with the City. It is anticipated that the construction costs will include costs to bore under the railroad crossing. The Developer and District shall have the right to review all bids received for the construction of the Water Line, approve award of the construction contract for the Water Line, and review and approve all pay estimates and change orders related thereto. The Developer is not responsible for any change orders that exceed twenty-five percent of the construction contract as the maximum allowed by TCEQ rules, and is therefore not eligible for reimbursement by the District of such change order. The City will keep accurate records of Developer deposits and Water Line costs and make such records available for Developer or District inspection upon request. Within 45 days of City acceptance of the Water Line, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the construction contract. In the event the City has expended more than the deposit amount, the Developer will reimburse the City for any excess cost except for the aggregate of construction change order cost in excess of twenty-five percent of the total construction contract for the Water Line. The City will hold \$3,000 in escrow to cover estimated cost for completion of the one year warranty inspection. After completion of the one year warranty and action by City Council to officially end the warranty period, the City shall perform a reconciliation and final accounting within 45 days and reimburse the Developer any unused funds or request additional funds. Developer will get impact fee credit for all funds expended pursuant to this Section 2.1(b)(ii) in accordance with Section 2.1(d) below.

iii. **Timing.** Parties acknowledge that the Water Line is critical to the First Phase of development of the Tract. The City is obligated to begin design of the Water Line upon execution of this Agreement, and begin construction of the Water Line within six months of execution of this Agreement. The Developer and the City understand that there are certain factors outside of both the Developers and City's control including, but not limited to, easement acquisition and approval for the crossing of the railroad that may cause delay. The City agrees to use best efforts to timely acquire any right of way and/or railroad crossings, and will begin procuring such right of way and/or railroad crossings within forty-five days of City approval of this Agreement. The Developer agrees to timely fund such design and construction. In the event that the City does not timely commence design and/or construction of the Water Line in accordance with this Agreement, the City agrees that the Developer and/or District may design and construct the Water Line to meet its development needs and receive Impact Fee credit for such costs as stated in Section 2.1(d) below.

iv. **Ownership.** The City will accept such Water Line for ownership and operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

2. **Subsequent Phases.** Parties acknowledge that the City will need to construct additional water supply facilities in order to serve the Tract at full build out, which is estimated to be 560 ESFCs or 168,000 gpd.

i. By the expiration of twenty-four (24) months following the date on which the Developer or District engineer notifies the City in writing that it requires additional capacity to timely serve subsequent phases of the Tract, the City agrees to have completed construction of the expansion of its water supply system to accommodate the Developer's subsequent phases of development. The Developer's obligation to fund expansions to the City's water supply system (other than the Water Line as described in Section 2(b)(1)) is limited to payment of Impact Fees paid in the same amount and same manner as set out in this Agreement.

ii. In the event that, at any phase of development, the City's water supply system does not have sufficient capacity to serve the land within the District as necessitated by development thereof, the Developer may elect to:

1. Advance funds as payment towards Impact Fees that would be due and payable to the City for future development in the District, which funds shall be used by the City solely for funding the costs of constructing additional water supply facilities necessary to serve subsequent phases of development in the District, and the City would thereafter credit the Developer up to an amount equal to the amount advanced by the Developer; and/or
 2. Construct, or cause the District to construct, additional water supply facilities based upon demand and usage and sized appropriately to serve development within the Tract in accordance with all regulatory requirements, and the City would thereafter credit the Developer for the Impact Fees related to development on the Tract that would otherwise be due and payable to the City up to an amount equal to the costs of constructing the additional water supply facilities.
- c. Wastewater Treatment Facilities. The parties acknowledge that the Tract will be developed in phases with ultimate wastewater requirements of 112,000 gpd to serve approximately 560 connections.
1. *First Phase.* The City agrees that it has permitted capacity in its wastewater treatment system to serve the First Phase of 180 ESFCs.
 - i. **Force Main.** The City agrees to design and construct an off-site force main to serve the Tract as generally shown on Exhibit C (the "Force Main"). The Force Main shall be sized to serve the Tract; if the City requires the Force Main to be oversized to serve land outside the Tract, the Parties agree to comply with provisions of Section 2.3 herein. The City will acquire any necessary right of way for construction of the Force Main.
 - ii. **Funding.** The City will provide the Developer and the District a cost estimate of the engineering and construction costs of the Force Main, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for design (including preliminary design, design, topographic survey, reimbursable expenses, and bid phase services) of the Force Main. The City will be responsible for bidding the Force Main in accordance with competitive bidding laws. Upon receipt and review of bids, the Developer will deposit the amount of the accepted bid plus 10% contingencies, the estimated cost for construction administration and inspection, construction staking, construction materials testing, and reimbursable expenses with the City. It is anticipated that the

construction costs will include costs to bore under the railroad crossing. The Developer and District shall have the right to review all bids received for the construction of the Force Main, approve award of the construction contract for the Force Main, and review and approve all pay estimates and change orders related thereto. The Developer is not responsible for any change orders that exceed twenty-five percent of the construction contract as the maximum allowed by TCEQ rules, and is therefore not eligible for reimbursement by the District of such change order. The City will keep accurate records of Developer deposits and Force Main costs and make such records available for Developer or District inspection upon request. Within 45 days of City acceptance of the Force Main, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the construction contract. In the event the City has expended more than the deposit amount, the Developer will reimburse the City for any excess cost except for the aggregate of construction change order cost in excess of twenty-five percent of the total construction contract for the Force Main. The City will hold \$3,000 in escrow to cover estimated cost for completion of the one year warranty inspection. After completion of the one year warranty and action by City Council to officially end the warranty period, the City shall perform a reconciliation and final accounting within 45 days and reimburse the Developer any unused funds or request additional funds.

- iii. **Timing.** Parties acknowledge that the Force Main is critical to the First Phase of development of the Tract. The City is obligated to begin design of the Force Main upon execution of this Agreement and begin construction of the Force Main within six months of execution of this Agreement. The Developer and the City understand that there are certain factors outside of both the Developers and City's control including, but not limited to, easement acquisition and approval for the crossing of the railroad that may cause delay. The City agrees to use best efforts to timely acquire any right of way and/or railroad crossings, and will begin procuring such right of way and/or railroad crossings within forty-five days of City approval of this Agreement. The Developer agrees to timely fund such design and construction. In the event that the City does not timely commence design and/or construction of the Force Main in accordance with this Agreement, the City agrees that the Developer and/or District may design and construct the Force Main to meet its development needs.

- iv. **Ownership.** The City will accept such Force Main for ownership and operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

2. *Subsequent Phases.*

- i. Parties acknowledge that the City will need to construct additional wastewater treatment facilities in order to serve the Tract at full build out. By the expiration of twenty-four(24) months following the date on which the Developer and/or District engineer notifies the City in writing that the Developer requires such additional capacity to serve subsequent phases of the Tract, the City agrees to have completed construction of the expansion of its wastewater treatment system to accommodate the Developer's subsequent phases of development. The Developer's obligation to fund expansions to the City's wastewater treatment facilities (other than the Force Main as described in Section 2(c)(1)) is limited to payment of Impact Fees paid in the same amount and same manner as set out in this Agreement.
- ii. In the event that, at any phase of development, the City's wastewater treatment system does not have sufficient capacity to serve the land within the District as necessitated by development thereof, the Developer may elect to:
 - 1. Advance funds as payment towards Impact Fees that would be due and payable to the City for future development on the Tract, which funds shall be used by the City solely for funding the costs of constructing additional wastewater treatment facilities sufficient to serve subsequent phases of development in the District. The City would thereafter credit the Developer for Impact Fees up to an amount equal to the amount advanced by the Developer; and/or
 - 2. Construct, or cause the District to construct, additional wastewater treatment facilities based upon demand and usage and sized appropriately to serve development within the Tract in accordance with all regulatory requirements, and the City would thereafter credit the Developer for the Impact Fees related to development on the Tract that would otherwise be due and payable to the City up to an amount

equal to the costs of constructing the additional wastewater treatment facilities.

- d. *Impact Fees.* The Developer agrees to pay impact fees for water supply facilities and wastewater treatment facilities (“Impact Fees”) in the amount as stated in the City’s current adopted Impact Fees, or as may be amended from time to time. The Developer will be assessed and pay Impact Fees at the time of the City’s approval of the final plat for each section based on the number of connections in such plat. The Water Line is a regional facility and is included in the City CIP. The Developer will receive Impact Fee credit for the amount expended and paid to the City for the Water Line. The Developer will receive credit upon final platting until such costs are reimbursed in full.
- e. *Drainage Facilities.* The Developer will submit a drainage study to the City prior to approval of construction plans. All drainage and detention facilities must be designed and constructed in accordance with the City Code and any applicable Montgomery County standards. The City agrees to allow culverts and public roads within public road right of way as restrictors or control structures for detention facilities. All onsite storm sewer systems will be designated as public facilities and accepted by the City upon completion. Any detention ponds will not be accepted by the City but owned and maintained by the District and/or a property owners association.

Section 2.2. Road Improvements.

- a. *General.* Parties agree to the alignment of all major thoroughfares as shown on **Exhibit D**. Any public road improvements constructed within the Tract, other than the Proposed Collector Road as provided herein, shall be constructed in accordance with the City Code and in accordance with the City’s Major Thoroughfare Plan. The Developer will obtain any easements or rights-of-way necessary for construction of public road improvements inside the boundaries of the Tract; however to the extent additional easements or rights-of-way are necessary to construct public road improvements outside the boundaries of the Tract on land not owned by the Developer, the City is responsible for obtaining such easements or rights-of-way at no cost to the Developer. Once constructed, all public road improvements shall be dedicated to and accepted by the City for operation and maintenance.
- b. *Proposed Collector Road.* The Parties agree that the Proposed Collector Road (designated as the Proposed Collector on **Exhibit D**) shall be constructed in phases as shown on **Exhibit F**. Developer on behalf of the District agrees to extend the Proposed Collector Road to Spring Branch Road in connection with the development of Phase III as shown on **Exhibit F**.

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- c. Non-Standard Road Improvements. The Developer may place additional features (“Non-Standard Improvements”) on certain public roads to enhance the aesthetic appeal of roads in the District, including but not limited to the installation of bricks and pavers or patterned concrete for the purposes of beautification and visual enhancement, as approved by the City engineer. The Developer agrees that the District will be solely responsible for the maintenance of any Non-Standard Improvements that are not accepted by the City for maintenance within the public road rights-of-way, including general upkeep for functional and aesthetic purposes and replacement when necessary to preserve the intended functions of the Non-Standard Improvements. The District shall keep all Non-Standard Improvements in operable condition. The Parties agree that the District may remove the Non-Standard Improvements at any time provided that it repairs and replaces the Non-Standard Improvements with a surface substantially similar to the adjoining roadway, at which time the City will resume maintenance of the public road right-of-way to the same standard as all other City roads.

Section 2.3. Oversizing. If the City requires portions of the Facilities to be constructed to a size larger than would be required pursuant to the City Code to serve the Tract, the City will pay or cause to be paid the incremental costs to construct such excess capacity in accordance with state law. Prior to award of any contract in which oversized Facilities will be built, the Developer will present the City with the bids and bid tabulations, and the City and the Developer (or District in accordance with the Utility Agreement) must agree to the incremental costs based on such bid or the Developer is not required to oversize the Facilities. The City will pay its pro rata share of the oversized facilities upon award of the construction contract for such facilities.

Section 2.4. Parks and Recreational Facilities. The Developer shall design and construct all park and recreational facilities to serve the Tract in accordance with the City Code and any applicable Montgomery County standards. Any park and recreational facilities will not be accepted by the City but owned and maintained by the District and/or a property owners association.

Section 2.5. Development Regulations. Developer agrees that the development of the Tract shall be in accordance with the City Code except as to lot size: a maximum of 47% of the platted single-family residential lots within the District may be a minimum of 60 feet wide and 8,400 square feet. This Agreement constitutes the City’s acceptance of the described variance from its City Code.

Section 2.6. Minor Modifications. Minor modifications to the Developer or District’s utility plan, thoroughfare plan, phasing plan or variances in development regulations are authorized under this Agreement upon review and approval of the City Administrator, or its designee, and no amendment to this Agreement is required. A minor modification would include, but is not limited to, an adjustment in the alignment of a roadway, adjustment in lot sizes or densities that is less than 15% of such category, an adjustment or relocation of public utility infrastructure if approved by the City Administrator or its designee; or any modification

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that is an elaboration, refinement or clarification of this Agreement and deemed to be a minor modification by the City Administrator.

ARTICLE III.
DEFAULT AND TERMINATION

Section 3.1. Material Breach of Agreement. It is the intention of the parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement.

a. The parties acknowledge and agree that any substantial deviation by the Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the Developer shall be deemed to have occurred in the event of failure of the Developer to comply with a provision of this Agreement or the City Code provisions applicable to the Tract.

b. The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in the following instances:

- (i) An attempt by the City to dissolve the District without complying with the terms of this Agreement or in violation of the provisions of the Utility Agreement;
- (ii) An attempt by the City to delay or limit reimbursement to the Developer in violation of the provisions of this Agreement; or
- (iii) An attempt by the City to enforce any provisions of the City Code within the Tract that is inconsistent with the terms and conditions of this Agreement.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article III shall provide the remedies for such default.

Section 3.2. Notice of Developer's Default.

a. The City shall notify Developer in writing of an alleged failure by the Developer to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. Developer shall, within thirty (30) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. The City shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by Developer. The alleged defaulting party shall make available to the City, if requested, any records, documents or other information necessary to make the determination, except to the extent that such information is protected by attorney/client privilege.

c. If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.

d. If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by Developer in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may pursue any and all remedies it has at law or equity.

Section 3.3. Notice of City's Default.

a. Developer shall notify the City in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of the notice or the longer period of time as Developer may specify in the notice, either cure the alleged failure or, in a written response to Developer, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. Developer shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents or other information necessary to make the determination that are subject to the Public Information Act, Chapter 551, Texas Government Code.

c. If Developer determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to Developer, or that the failure is excusable, the determination shall conclude the investigation.

d. If Developer determines a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Developer, then Developer may pursue any and all remedies it has at law or equity.

Section 3.4. Remedies. In addition to all the rights and remedies provided under the laws of the State of Texas, because of the peculiar damage each party hereto might suffer by

virtue of a default by another party, each party shall be entitled to the equitable remedy of specific performance or mandamus, as well as all other legal and equitable remedies available.

ARTICLE IV.

CITY'S CONSENT TO CREATION; VOLUNTARY ANNEXATION; DISTRICT ANNEXATION OF LAND

Section 4.1. Consent to Creation of the District. Concurrently with approval of this Agreement, the City has approved a resolution consenting to creation of the District, and the City agrees that the resolution will be deemed to constitute the City's consent to creation of the District. No further action will be required on the part of the City to evidence its consent; however the City agrees to provide any additional confirmation of its consent that may be required by the Developer or the District if requested to do so.

Section 4.2. Consent to Annexation of City. Concurrently with approval of this Agreement, the Developer has submitted to the City its petition for annexation of the Annexation Tract into the corporate limits of the City. Once the annexation process is complete, the City hereby agrees to annex the Annexation Tract into the corporate limits of the City, and the Annexation Tract shall be entitled to all the rights and privileges and bound by all regulations of the City.

Section 4.3. Annexation of Land by District. The District may not annex additional land into the boundaries of the District or serve property outside the boundaries of the District without the consent of the City. In the event land is annexed into the boundaries of the District with the City's consent, the terms of this Agreement shall apply to the annexed land.

ARTICLE V. DISSOLUTION

The City agrees that irrespective of its right and power under existing or subsequently enacted law, it will not dissolve the District until the following conditions have been met:

- a. At least 90% of the developable acreage within the District has been developed with water, wastewater, and drainage facilities. Developable acreage means the total acreage in the District less acreage associated with land uses for roads, utility easements, drainage easements, levee easements, lakes, creeks, bayous, and open space; and
- b. The Developer has been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

ARTICLE VI.

MISCELLANEOUS

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Section 6.1. Sale of Tract; Assignability. Any agreement by Developer to sell the entirety or any portion of the Tract to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of parcels out of the Tract. This Agreement is assignable upon written notice to the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

Section 6.2. Force Majeure. In the event a party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other parties as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or of terrorism, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, suspension of issuance of permits by environmental agencies outside the control of any party, explosions, breakage or damage to machinery or pipelines and any other incapacities of any party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

Section 6.3. Law Governing. This Agreement shall be governed by the laws of the State of Texas, and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction.

Section 6.4. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any 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 circumstances.

Section 6.5. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to another (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

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addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, TX 77535
Attention: City Manager

With a copy to City attorney:

Johnson Petrov LLP
2929 Allen Parkway, Suite 3150
Houston, TX 77019
Attention: Alan P. Petrov

If to the Developer, to:

Redbird Meadow Development, LLC
5910 FM 2920, Suite B
Spring, TX. 77388
Attention: Perry Senn

With a copy to:

Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Annette Stephens

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 any other address by at least fifteen (15) days' written notice to the other parties.

Section 6.6. Merger and Modification. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the parties relative to the subject hereof. This Agreement shall be subject to change or modification only with the mutual written consent of all the parties.

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Section 6.7. Severability. The provisions of this Agreement are severable, and if any part of this 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 Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 6.8. Benefits of Agreement. This Agreement is for the benefit of the City and Developer, and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

Section 6.9. Recordation. The City shall record this Agreement and any amendments thereof in the deed records of Montgomery County. In addition, any assignments of this Agreement shall be recorded in the deed records of Montgomery County. This Agreement, when recorded, shall be a covenant running with the land and binding upon the Tract, the parties and their assignees during the term of this Agreement. However, this Agreement shall not be binding upon and shall not constitute any encumbrance to title as to any purchaser of a tract or lot within the Tract who does not intend to resell, subdivide or develop the tract or lot in the ordinary course of business.

Section 6.10. Term. This Agreement shall be in force and effect from the Effective Date and continue for a term of thirty (30) years unless otherwise previously terminated pursuant to some term or condition of this Agreement or by express written agreement by the City and Developer. Upon expiration of thirty (30) years from the Effective Date of this Agreement, this Agreement may be extended upon mutual consent of the Developer and the City.

Section 6.11. Authority for Execution. The City hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Code. The Developer hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of such entity.

Section 6.12. Execution of Agreement by District. After approval of the creation of the District by the TCEQ, Developer shall cause the assignment, execution and adoption by the Board of Directors of the District of the Utility Agreement in the form attached hereto as **Exhibit B** within 90 days after the election confirming creation of the District.

(Signature Pages to Follow)

Executed by the Developer and the City to be effective on the Effective Date.

Redbird Meadow Development, LLC, a
Texas limited liability company

By: [Signature]
Name: Perry Senn
Title: Member/Owner

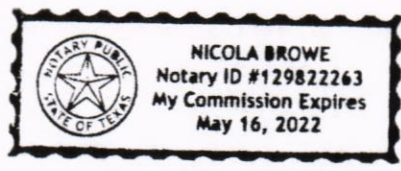
STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 10th day of May,
2022, by PERRY, SENN of Redbird Meadow Development, LLC, a
Texas limited liability company, on behalf of said limited liability company.

[Signature]

Notary Public, State of Texas
NICI BROWE

(NOTARY SEAL)



CITY OF MONTGOMERY, TEXAS

Sara Countryman
Sara Countryman, Mayor

ATTEST:

N. Browe - Nici Browe.
Title: City Secretary

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 10th day of May, 2022, by Sara Countryman, Mayor, City of Montgomery, Texas, on behalf of said City.

N. Browe
Notary Public, State of Texas

(NOTARY SEAL)

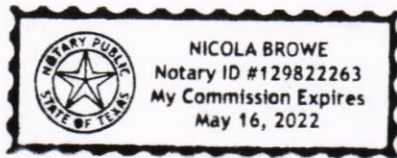


EXHIBIT "A"

METES AND BOUNDS

[See attached.]

A certain... Section of... Survey... made by... on... 1887... and...

COMMENCEMENT... at a point... on a north line... of said...

THENCE... South 88° 15' 00" West... along said...

THENCE... North 88° 15' 00" West... along said...

THENCE... North 01° 07' 00" West... along the... of said...

THENCE... North 01° 07' 00" West... along the... of said...

THENCE... along the... line of said...

Section 36...

Section 36...

THENCE... North 07° 25' 00" West... along the... of said...

Section 36...

Michael J. and Judith L. Kammerer
388.5 acres

Zachariah Landrum Survey, Abstract No. 22

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

A **METES & BOUNDS** description of a certain 388.5 acre (16,923,690 square feet) tract of land situated in the Zachariah Landrum Survey, Abstract No. 22, in Montgomery County, Texas, being a portion of the remainder of a called 454.2890 acre tract conveyed to Michael J. Kammerer and spouse, Judith L. Kammerer, by deed recorded in Clerk's File No. 9401426, Montgomery County Official Public Records of Real Property; said 388.5 acre (16,923,690 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, Central Zone, NAD 83, 2001 Adjustment:

COMMENCING at a 5/8-inch iron rod found on a south line of the remainder of said called 454.2890 acre tract, being the northwest corner of a called 49.956 acre tract conveyed to Scott T. Kammerer and wife, Kimberly K. Kammerer, by deed recorded in Clerk's File No. 2006-111859, Montgomery County Official Public Records of Real Property, also being the northeast corner of a called 251.96 acre tract conveyed to Steven L. Havens by deed recorded in Clerk's File No. 9403259, Montgomery County Official Public Records of Real Property;

THENCE, South 88°19'34" West, along said south line of the remainder of said called 454.2890 acre tract and the north line of said called 251.96 acre tract, a distance of 151.98 feet to a 5/8-inch iron rod (with cap) found, being the **POINT OF BEGINNING** of the herein described tract;

THENCE, South 88°19'34" West, continuing along said south line of the remainder of said called 454.2890 acre tract and the north line of said called 251.96 acre tract, 2,414.45 feet to a fence post found, being the southeast corner of a called 29.510 acre tract conveyed to Eco World Construction LLC by deed recorded in Clerk's File No. 2017075464, Montgomery County Official Public Records;

THENCE, North 01°03'09" West, along the east line of said called 29.510 acre tract, 936.63 feet to a 1/2-inch iron rod (with cap) found, being the northeast corner of said called 29.510 acre tract, also being the southeast corner of a called 18.285 acre tract conveyed to Cullan Morris Cotton and spouse, Angela Carolyn Cotton, by deed recorded in Clerk's File No. 2013123600, Montgomery County Official Public Records;

THENCE, North 01°18'35" West, along the east line of said called 18.285 acre tract, 538.33 feet to a 1/2-inch iron rod (with cap) found;

THENCE, along the north line of said called 18.285 acre tract, the following two (2) courses and distances:

1. South 86°44'07" West, 713.98 feet to a 5/8-inch iron rod (with cap stamped Manhard) set;
2. South 84°52'41" West, 788.26 feet to a mag nail in asphalt set in the approximate centerline of Spring Branch Road;

THENCE, North 07°58'17" West, along said approximate centerline of Spring Branch Road, 60.07 feet to a mag nail in asphalt set for a northwest corner of the remainder of said called 454.2890 acre tract;

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THENCE, North 84°52'41" East, along a north line of the remainder of said called 454.2890 acre tract, at a distance of 53.58 feet passing a 5/8-inch iron rod found for the southwest corner of a called 5.74 acre tract conveyed to Ty Russell by deed recorded in Clerk's File No. 2002-029580, Montgomery County Official Public Records of Real Property, in all a distance of 792.22 feet to a 1-inch iron pipe found, being the southeast corner of said called 5.74 acre tract, also being the southwest corner of a called 14.929 acre tract conveyed to Carl M. Wilson, Jr. by deed recorded in Clerk's File No. 2012019241, Montgomery County Official Public Records;

THENCE, North 86°44'07" East, continuing along said north line of the remainder of said called 454.2890 acre tract and along the south line of said called 14.929 acre tract, 717.13 feet to a 1/2-inch iron rod (with cap) found, being the southeast corner of said called 14.929 acre tract;

THENCE, North 07°47'11" West, along a west line of the remainder of said called 454.2890 acre tract, 1,165.08 feet to a 5/8-inch iron rod (with cap stamped Manhard) set, being the southwest corner of a called 44.201 acre tract conveyed to Promocon USA LLC by deed recorded in Clerk's File No. 2019008141, Montgomery County Official Public Records;

THENCE, North 86°39'25" East, along a north line of the remainder of said called 454.2890 acre tract and the south line of said called 44.201 acre tract, 1,710.81 feet to a 1-inch iron pipe found, being the southeast corner of said called 44.201 acre tract;

THENCE, North 03°01'49" West, along a west line of the remainder of said called 454.2890 acre tract and the east line of said called 44.201 acre tract, at a distance of 1,403.16 feet passing a 5/8-inch iron rod found for the northeast corner of said called 44.201 acre tract, in all a distance of 1,436.78 feet to a mag nail in asphalt set in the approximate centerline of Old Dobbin Road;

THENCE, along the approximate centerline of said Old Dobbin Road, the following three (3) courses and distances:

1. North 63°02'56" East, 319.69 feet to a mag nail in asphalt set;
2. North 65°05'57" East, 303.42 feet to a mag nail in asphalt set;
3. North 62°20'23" East, 242.77 feet to a mag nail in asphalt set in the approximate centerline of Old Plantersville Road;

THENCE, along said approximate centerline of Old Plantersville Road, the following five (5) courses and distances:

1. South 50°02'03" East, 484.20 feet to a mag nail in asphalt set;
2. South 49°34'13" East, 603.77 feet to a mag nail in asphalt set;
3. South 49°43'52" East, 594.81 feet to a mag nail in asphalt set;

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4. South 49°49'14" East, 503.40 feet to a mag nail in asphalt set, being the beginning of a curve to the left;
5. Along said curve to the left in an easterly direction, with a radius of 1,540.00 feet, a central angle of 70°15'24", an arc length of 1,888.37 feet, and a chord bearing of South 84°56'56" East, 1,772.26 feet to a mag nail in asphalt set;

THENCE, South 03°00'07" East, along the east right-of-way line of Womack Cemetery Road, at a distance of 898.45 feet passing a 5/8-inch iron rod found, being the southwest corner of a called 9.35 acre tract conveyed to Donald Davis and Sharon Davis, by deed recorded in Clerk's File No. 2014059226, Montgomery County Official Public Records, also being the northwest corner of a called 3.000 acre tract (Tract Two) conveyed to Edward R. Lofton and wife, Marian Lofton, by deed recorded in Clerk's File No. 9513228, Montgomery County Official Public Records of Real Property, at a distance of 1,138.56 feet passing a 5/8-inch iron rod found, being the southwest corner of said called 3.000 acre tract (Tract Two), also being the northwest corner of a called 3.000 acre tract conveyed to James Edward Thrower, III and Tanya Thrower, a married couple, by deed recorded in Clerk's File No. 2018030495, Montgomery County Official Public Records, at a distance of 1,398.43 feet passing a 5/8-inch iron rod found, being the southwest corner of a called 7.544 acre tract (Tract One) conveyed to Edward R. Lofton and wife, Marian Lofton, by said deed recorded in Clerk's File No. 9513228, Montgomery County Official Public Records of Real Property, also being the northwest corner of a 20 foot wide (called 0.695 acre) ingress/egress easement (Tract Two) conveyed to David Solomon by deed recorded in Clerk's File No. 2020115162, Montgomery County Official Public Records, in all a distance of 1,913.12 feet to a 1/2-inch iron rod found, being on the west line of a called 10.758 acre tract conveyed to Ford Hal Bazar by deed recorded in Clerk's File No. 2001-040245, Montgomery County Official Public Records of Real Property, also being the northeast corner of a called 18.43 acre tract conveyed to Van Stovall and Jeanne Stovall by deed recorded in Clerk's File No. 99050272, Montgomery County Official Public Records of Real Property, also being on the south right-of-way line of Womack Cemetery Road;

THENCE, along said south right-of-way line of Womack Cemetery Road, the following six (6) courses and distances:

1. South 71°44'11" West, 497.65 feet to a 5/8-inch iron rod (with cap stamped Manhard) set, being the northwest corner of said called 18.43 acre tract, also being the northeast corner of a called 8.0793 acre tract conveyed to Samuel Scheler and Tanya Scheler, husband and wife, by deed recorded in Clerk's File No. 2013100439, Montgomery County Official Public Records;
2. South 71°58'44" West, along the north line of said called 8.0793 acre tract and the north line of a called 9.434 acre tract conveyed to Micah D. Tomlinson and spouse, Diane Tomlinson, by deed recorded in Clerk's File No. 2006-009043, Montgomery County Official Public Records of Real Property, 493.64 feet to a 5/8-inch iron rod (with cap stamped Manhard) set on the north line of said called 9.434 acre tract;
3. South 75°35'39" West, along the north line of said called 9.434 acre tract and the north line of a called 15.1045 acre tract conveyed to Lester W. Gallatin and Cynthia J. Gallatin, husband and wife, by deed recorded in Clerk's File No. 2003-152894, Montgomery County Official Public Records of Real Property, at a distance of 431.76 feet passing a 5/8-inch iron rod found, in all a distance of 604.23 feet to a 1/2-inch iron rod found, being the northwest corner of said called 15.1045 acre tract;

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- 4. South 59°21'52" West, 55.10 feet to a 1/2-inch iron pipe found, being the north corner of a called 2.221 acre tract conveyed to 11845 Womack Cemetery Road Joint Venture by deed recorded in Clerk's File No. 2018057068, Montgomery County Official Public Records;
- 5. South 35°03'48" West, 625.59 feet to a 1-inch iron pipe found, being the southwest corner of said called 2.221 acre tract, being on the north line of said called 49.956 acre tract;
- 6. South 87°25'18" West, along the north line of said called 49.956 acre tract, a distance of 512.09 feet to a 5/8-inch iron rod (with cap) found;

THENCE, over and across the remainder of said called 454.2890 acre tract, the following three (3) courses and distances:

- 1. North 00°05'49" East, 998.33 feet to a 5/8-inch iron rod (with cap) found;
- 2. South 87°23'22" West, 677.53 feet to a 5/8-inch iron rod (with cap) found;
- 3. South 12°17'49" West, 1,028.95 feet to the POINT OF BEGINNING, CONTAINING 388.5 acres (16,923,690 square feet) of land in Montgomery County, Texas, filed in the offices of Manhard Consulting, Ltd. in The Woodlands, Texas.

Manhard Consulting, Ltd.
 2445 Technology Forest Blvd, Suite #200
 The Woodlands, Texas 77381
 (832) 823-2200
 Texas Board of Professional Engineers &
 Land Surveyors Firm Reg. No. 10194379


 Acting By/through Joel K. Nalley
 Registered Professional Land Surveyor
 No. 6525
 jnalley@manhard.com



12 December 2020

the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions and conditions hereof are mutually fair and advantageous to each; NOW, THEREFORE;

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the District and the City contract and agree as follows:

ARTICLE I DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

“Approving Bodies” shall mean the City, the TCEQ, the Attorney General of Texas, the Comptroller of Public Accounts of Texas, the United States Department of Justice and all other federal and state governmental authorities having regulatory jurisdiction and authority over the financing, construction or operation of the Facilities or the subject matter of this Agreement.

“Bonds” shall mean the District’s bonds, notes or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving or extending the Facilities, whether payable from ad valorem taxes, the proceeds of one or more future bond issues or otherwise, and including any bonds, notes or similar obligations issued to refund such bonds.

“City Code” shall mean the Code of Ordinances adopted by the City, as amended from time to time.

“City Manager” shall mean the City Manager of the City.

“Development Agreement” shall mean that certain Development Agreement, dated _____, 2022, between the City and Redbird Meadow Development, LLC, a Texas limited liability company, as may be amended from time to time.

“District” shall mean Montgomery County Municipal Utility District No. 215, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54 Texas Water Code, as amended, and which includes within its boundaries approximately 388.5 acres of land described on Exhibit “A”

attached hereto, and any land that is annexed to the District with the consent of the City.

“District Assets” shall mean (i) all rights, title and interests of the District in and to the Facilities, (ii) any Bonds of the District which are authorized but have not been issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction or operation of all or any portion of the Facilities and/or the operations of the District, and (iv) all books, records, files, documents, permits, funds and other materials or property of the District.

“District’s Obligations” shall mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District, for and to the owners of property within the District and the customers of the Facilities.

“Engineers” shall mean LJA Engineering, consulting engineers, or its replacement, successor or assignee.

“Engineering Reports” shall mean and refer to that certain Preliminary Engineering Report prepared by the Engineers relating to the creation of the District and describing the initial scope and extent of the Facilities and any additional engineering reports prepared by the Engineers from time to time relating to the issuance of Bonds by the District, copies of which shall be on file in the offices of the District.

“ESFC” means that amount of water or wastewater, as applicable, set by the City that constitutes an Equivalent Single Family connection, which amount may be changed from time to time. At the time of this Agreement, an ESFC of water means 300 gallons per day and an ESFC of wastewater means 200 gallons per day.

“Facilities” shall mean and include the water distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, detention and drainage systems, roads and improvements in aid thereof, park and recreational facilities constructed or acquired or to be constructed or acquired by the District to serve lands within and adjacent to its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto, all as more fully described in the Engineering Reports.

“Parties” shall mean the City and the District, collectively.

"TCEQ" shall mean the Texas Commission on Environmental Quality or its successor agency of the State of Texas having jurisdiction over the District.

ARTICLE II
DESCRIPTION, DESIGN, FINANCING
AND CONSTRUCTION OF THE FACILITIES

2.01. Facilities. The Facilities, as described in the Engineering Reports, shall be designed and constructed in compliance with all applicable requirements and criteria of the applicable Approving Bodies. All plans and specifications for the Facilities shall be submitted to the City for approval prior to construction and advertising for bids. The plans and specifications shall be prepared in accordance with the applicable provision of the City Code, as they may be amended from time to time. The District shall not be required to design and construct the Facilities to requirements more stringent than the City's requirements and criteria applicable to all design and construction within the City's jurisdiction, unless required by State or Federal regulation or code. The District shall design, construct or extend the Facilities to serve the District in such phases or stages as the District, in its sole discretion, from time to time may determine to be economically feasible.

2.02. Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water production supply of 168,000 gpd to serve approximately 560 ESFCs. The City shall design and construct, at the District's cost, a 12" off-site waterline connecting to the City's existing 8" waterline, which shall be routed generally as shown on Exhibit "B" attached hereto or such other route as is mutually agreed upon by the Parties ("Water Line"). The Water Line will be constructed in public right of way or easement and to the extent necessary, the City will be responsible for acquiring any necessary public right of way required for the construction of the Water Line. The Water Line will be sized to serve the District; to the extent the City requires the Water Line to be oversized to serve land outside the District, the Parties agree to comply with provisions of Section 2.07 below. The District shall have the right to review all bids received for the construction of the Water Line, approve award of the construction contract for the Water Line, and review and approve all pay estimates and change orders related thereto. Funding of the Water Line by the District shall be in accordance with the terms of the Development Agreement. The District will receive Impact Fee credit for funding of the Water Line as described in Section 2.04 below. Timing of design and construction of the Water Line by the City shall be in accordance with the terms of the Development Agreement. In the event that the City does not timely commence design and/or construction of the Water Line in accordance with the Development Agreement, the City agrees that the District may design and construct the Water Line to meet its development needs and receive Impact Fee credit for such costs as stated in Section 2.04

below. The City will accept the Water Line for ownership and operation in accordance with the terms of this Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

The Parties acknowledge that the City will need to construct additional water supply facilities in order to serve the District at full build out, which is estimated to be 560 ESFCs or 168,000 gpd. By the expiration of twenty-four (24) months following the date on which the District engineer notifies the City in writing that it requires additional capacity to timely serve subsequent phases of the District, the City agrees to have completed construction of the expansion of its water supply system to accommodate the District's subsequent phases of development. The District's obligation to fund expansions to the City's water supply system (other than the Water Line as described in this Section 2.02) is limited to payment of Impact Fees paid in the same amount and same manner as set out in this Agreement.

In the event that, at any time during the term of this Agreement, the City's water supply system does not have sufficient capacity to serve the land within the District as necessitated by development thereof, the District may elect to:

- a. Advance funds as payment towards Impact Fees that would be due and payable to the City for future development in the District, which funds shall be used by the City solely for funding the costs of constructing additional water supply facilities necessary to serve subsequent phases of development in the District, and the City would thereafter credit the District up to an amount equal to the amount advanced by the District; and/or
- b. Construct additional water supply facilities based upon demand and usage and sized appropriately to serve development within the District in accordance with all regulatory requirements, and the City would thereafter credit the District for the Impact Fees related to development in the District that would otherwise be due and payable to the City up to an amount equal to the costs of constructing the additional water supply facilities.

2.03. Wastewater Treatment Plant Facilities. The City shall provide the District with its ultimate wastewater requirements of 112,000 gpd to serve approximately 560 connections. The City agrees to design and construct an off-site force main to serve the District as generally shown on Exhibit "B" attached hereto (the "Force Main"). The Force Main shall be sized to serve the District; if the City requires the Force Main to be oversized to serve land outside the District, the Parties agree to comply with provisions of Section 2.07 below. The City will acquire any necessary right of way for construction of the Force

Main. The City will be responsible for bidding the Force Main in accordance with competitive bidding laws. The District shall have the right to review all bids received for the construction of the Force Main, approve award of the construction contract for the Force Main, and review and approve all pay estimates and change orders related thereto. Funding of the Force Main by the District shall be in accordance with the terms of the Development Agreement. Timing of design and construction of the Force Main by the City shall be in accordance with the terms of the Development Agreement. In the event that the City does not timely commence design and/or construction of the Force Main in accordance with the Development Agreement, the City agrees that the District may design and construct the Force Main to meet its development needs. The City will accept the Force Main for ownership and operation in accordance with the terms of this Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

The Parties acknowledge that the City will need to construct additional wastewater treatment facilities in order to serve the District at full build out. By the expiration of twenty-four (24) months following the date on which the District engineer notifies the City in writing that the District requires such additional capacity to serve subsequent phases of the District, the City agrees to have completed construction of the expansion of its wastewater treatment system to accommodate the District's subsequent phases of development. The District's obligation to fund expansions to the City's wastewater treatment facilities (other than the Force Main as described in this Section 2.03) is limited to payment of Impact Fees paid in the same amount and same manner as set out in this Agreement.

In the event that, at any time during the term of this Agreement, the City's wastewater treatment system does not have sufficient capacity to serve the land within the District as necessitated by development thereof, the District may elect to:

- a. Advance funds as payment towards Impact Fees that would be due and payable to the City for future development in the District, which funds shall be used by the City solely for funding the costs of constructing additional wastewater treatment facilities sufficient to serve subsequent phases of development in the District. The City would thereafter credit the District for Impact Fees up to an amount equal to the amount advanced by the District; and/or
- b. Construct additional wastewater treatment facilities based upon demand and usage and sized appropriately to serve development within the District in accordance with all regulatory requirements, and the City would thereafter credit the District for the Impact Fees related to development in the District that would otherwise be due and payable to the City up to an amount equal to the costs of

constructing the additional wastewater treatment facilities.

2.04. Impact Fees. The District agrees to pay impact fees for water supply facilities and wastewater treatment facilities ("Impact Fees") in the amount as stated in the City's current adopted Impact Fees, or as may be amended from time to time. The District will be assessed and pay Impact Fees at the time of the City's approval of the final plat for each section based on the number of connections in such plat. The Water Line is a regional facility and is included in the City CIP. The District will receive Impact Fee credit for the amount expended and paid to the City for the Water Line. The District will receive credit upon final platting until such costs are reimbursed in full.

2.05. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to the District upon reasonable request of the District that the City has capacity in its wastewater treatment plant and/or has sufficient water supply to serve the District.

2.06. Road Facilities. The District shall be authorized to construct such roads as are authorized by applicable law and approved by the City in accordance with this Agreement. The public road Facilities will be conveyed to the City upon final completion and subject to final acceptance by the City.

2.07. Oversizing. If the City requires portions of the Facilities to be constructed to a size larger than would be required pursuant to the City Code to serve the District, the City will pay or cause to be paid the incremental costs to construct such excess capacity in accordance with state law. Prior to award of any contract in which over-sized facilities will be built, the District will present the City with the bids and bid tabulations, and the City and the District must agree to the incremental costs based on such bid or the District is not required to oversize the Facilities. The City will pay its pro rata share of the oversized facilities upon award of the construction contract for such facilities.

2.08 Drainage Facilities. The District will submit a drainage study to the City prior to approval of construction plans. All drainage and detention Facilities must be designed and constructed in accordance with the City Code and any applicable Montgomery County standards. The City agrees to allow culverts along public roads to serve as detention facilities. All onsite storm sewer systems will be designated as public facilities and accepted by the City upon completion. Any detention ponds will not be accepted by the City but owned and maintained by the District and/or a property owners association.

2.09 Parks and Recreational Facilities. The District shall design and construct all park and recreational facilities to serve the District in accordance with the City Code and

any applicable Montgomery County standards. Any park and recreational facilities will not be accepted by the City but owned and maintained by the District and/or a property owners association.

2.10 Minor Modifications. Minor modifications to the District's utility plan are authorized under this Agreement upon review and approval of the City Administrator, or its designee, and no amendment to this Agreement is required. A minor modification would include, but is not limited to, an adjustment or relocation of public utility infrastructure if approved by the City Administrator or its designee; or any modification that is an elaboration, refinement or clarification of this Agreement and deemed to be a minor modification by the City Administrator.

ARTICLE III OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES

3.01. Ownership by the City. As construction of each phase of the Facilities is completed and becomes operational, the District shall convey the same to the City, free and clear of all encumbrances.

3.02. Operation by the City. As construction of each phase of the Facilities is completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the approved plans and specifications, the City will accept the same, whereupon such portion of the Facilities shall be operated and maintained by the City at its sole expense as provided herein. In the event that the Facilities have not been completed in accordance with the approved plans and specifications the City will immediately advise the District in what manner the infrastructure does not comply, and the District shall immediately correct the same; whereupon the City shall again inspect the Facilities and accept the same if the defects have been corrected. During the term of this Agreement, the City will operate the Facilities and provide retail water and sanitary sewer service to all users within the District without discrimination. The City shall at all times maintain the Facilities or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles in operating and maintaining the Facilities, and the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental administrative or judicial body promulgating the same.

3.03. Rates and Meters. The City shall bill and collect fees from District customers of the water and wastewater system and shall from time to time fix such rates and charges for such customers of the system as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the system will be

equal and uniform to those charged other similar classifications of users in the City. All water and wastewater revenues from the District customers shall belong exclusively to the City. The City shall be responsible for providing and installing any necessary meters for the individual customers.

3.04. Tap Fees / Connection Charges. Notwithstanding anything in the City Code to the contrary, the City will impose a charge for tap fees or connections to the water and wastewater system at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

ARTICLE IV FINANCING OF FACILITIES

4.01 Authority of District to Issue Bonds. The District shall have the authority to issue, sell and deliver Bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner and as permitted or provided by federal law and the general laws of the State of Texas.

At least thirty (30) days before the issuance of bonds, except refunding bonds, the District's financial advisor shall certify in writing that bonds are being issued within the existing economic feasibility guidelines established by the TCEQ (if applicable) and whether or not the District bonds have been approved by the TCEQ, if applicable. The report, provided to the City Manager, should also state the following:

- The amount of bonds being proposed for issuance,
- The projects to be funded by such bonds,
- The proposed debt service tax rate after issuance of the bonds.

Within thirty (30) days after the District closes the sale of a series of bonds, the District shall deliver to the City Manager a copy of the final official statement for such series of bonds as well as any additional information requested by the City and provide the City with a complete transcript of bond proceedings within sixty (60) days after the date the bonds are delivered.

4.02 Purpose for Bonds and Use of Bond Proceeds. The District will issue Bonds only for the purpose of purchasing and constructing or otherwise acquiring Facilities or parts thereof, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor within or without the boundaries of the District, and providing for developer

interest and for any necessary capitalized interest and costs of issuance.

4.03 Bond Provisions. The District's Bonds shall expressly provide that the District reserves the right to redeem the Bonds on any interest-payment date subsequent to the tenth anniversary of the date of issuance without premium and will be sold only after the taking of public bid therefore. None of such Bonds, other than refunding Bonds, will be sold for less than 95% of par; provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such Bonds is given, and that bids for the Bonds will be received not more than forty-five days after notice of sale of the Bonds is given. The Bonds shall not have a maturity of more than twenty-five years and shall not provide for more than twenty-four months of capitalized interest.

4.04. Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the properties, assets, obligations and liabilities of the District, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City; the Bonds shall not contain a pledge of any revenues of the Facilities.

4.05. Construction by Third Parties. From time to time, the District may enter into one or more agreements, (hereinafter, "Development Financing Agreement") with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Facilities. Under the terms of each Development Financing Agreement, the landowners or developers will be obligated to finance and construct the Facilities in the manner which would be required by law if such work were being performed by the District. Each Development Financing Agreement will provide for the purchase of the Facilities from the landowners or developers using the proceeds of one or more issues of Bonds, as otherwise permitted by law and the applicable rules, regulations and guidelines of the applicable Approving Bodies.

ARTICLE V DISSOLUTION OF THE DISTRICT

5.01. Dissolution of District Prior to Retirement of Bonded Indebtedness. The City and the District recognize that, as provided in the laws of the State of Texas, the City has the right to dissolve the District and to acquire the District's Assets and assume the

District's Obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve the District until the following conditions have been met:

1. At least 90% of the Facilities to serve all the developable acreage at full development has been constructed. Developable acreage means the total acreage in the District less acreage associated with land uses for roads, utility easements, drainage easements, levee easements, lakes, creeks, rivers, fire facilities, and open space; and
2. The developer of the District has been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

Upon dissolution of the District, the City shall acquire the District's Assets and shall assume the District's Obligations. If requested by the District, the City shall afford the District the opportunity to discharge any remaining District's Obligations pursuant to any existing Development Financing Agreements of the District, by either (i) authorizing the District to sell its Bonds before or during a transition period prior to the effective date of dissolution as established by the City, or (ii) pursuant to Local Government Code Section 43.080, as amended, issuing and selling bonds of the City in at least the amount necessary to discharge the District's Obligations, including those under any Development Financing Agreements.

5.02. Transition upon Dissolution. In the event all required findings and procedures for the annexation and dissolution of the District have been duly, properly and finally made and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to then existing law, the District agrees that its officers, agents and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of the District's Assets to, and the assumption of the District's Obligations by, the City.

ARTICLE VI REMEDIES IN EVENT OF DEFAULT

The parties hereto expressly recognize and acknowledge that a breach of this Agreement by either party may cause damage to the nonbreaching party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either party, the other party shall be entitled but not limited to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching party. In the event that a party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching party

shall be required to pay for the non-breaching party's attorneys fees and court costs.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.01. Force Majeure. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this 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 the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

7.02. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

7.03. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by prepaid telegram, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, TX 77535
Attention: City Manager

With a copy to City attorney:

Johnson Petrov LLP
2929 Allen Parkway, Suite 3150

Houston, TX 77019
Attn: Alan P. Petrov

If to the District, to:

Montgomery County Municipal Utility District No. 215
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Annette Stephens

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other party.

7.04. Assignability. This Agreement may not be assigned by either except upon written consent of the other party

7.05. No Additional Waiver Implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

7.06. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

7.07. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

7.08. Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties or agreements between the parties covering the subject matter of this Agreement other than the Consent Resolution between the City and the District. If any provisions of the Consent Resolution appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the Consent Resolution.

7.09. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of

either party, with respect to the provisions hereof.

7.10. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

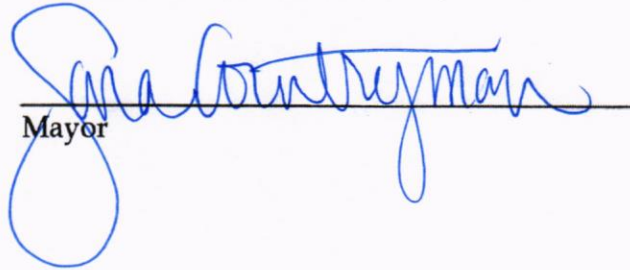
7.11. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

7.12. Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City or (ii) the expiration of thirty (30) years from the date hereof.

[EXECUTION PAGES FOLLOW.]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 10th day of May 2022.

THE CITY OF MONTGOMERY, TEXAS



Mayor

ATTEST/SEAL:



City Secretary



MONTGOMERY COUNTY MUNICIPAL
UTILITY DISTRICT NO. 215

By: _____
President, Board of Directors

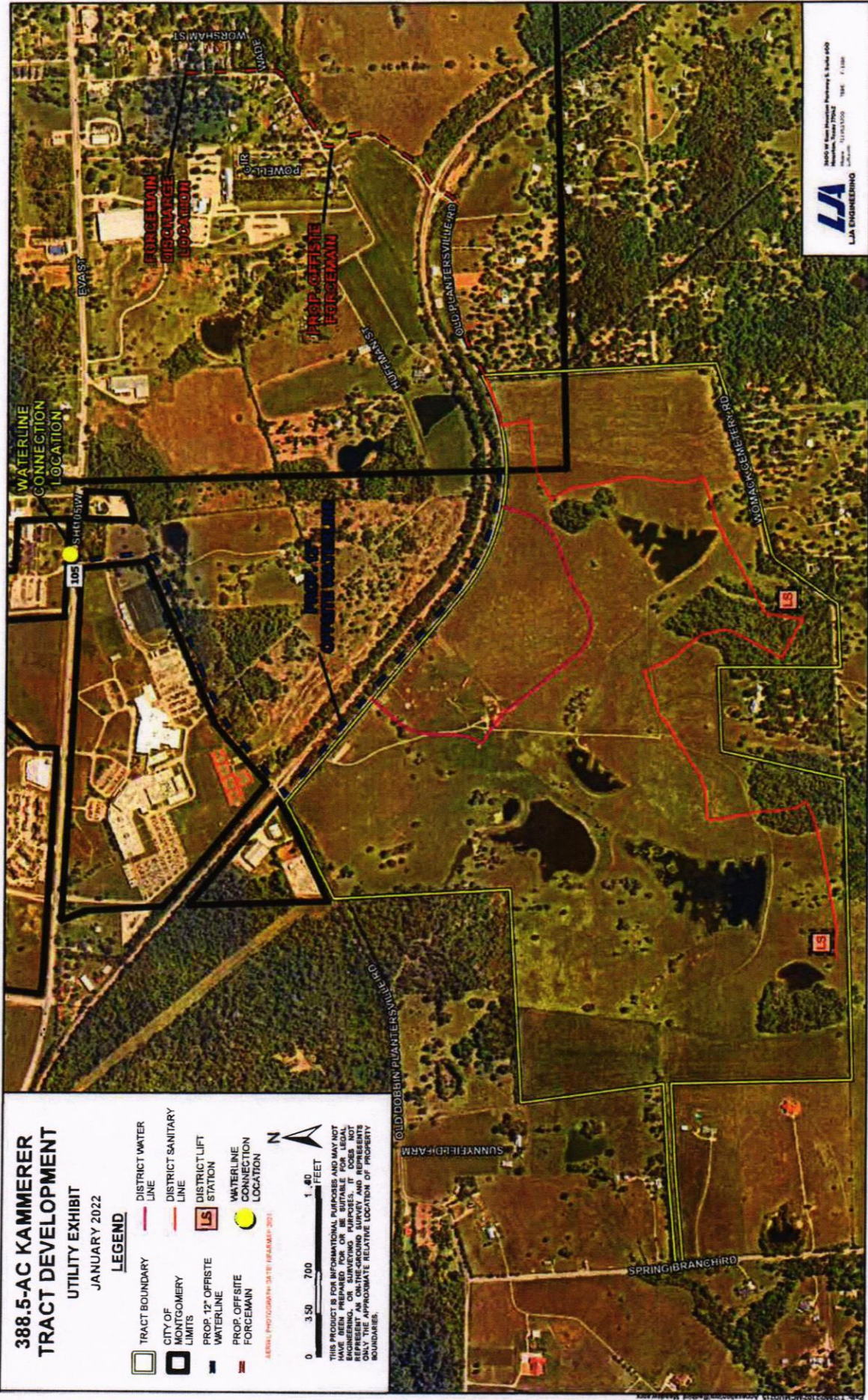
ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

EXHIBIT "C"
UTILITY EXHIBIT

[See attached.]



388.5-AC KAMMERER TRACT DEVELOPMENT UTILITY EXHIBIT
 JANUARY 2022

- LEGEND**
- TRACT BOUNDARY
 - CITY OF MONTGOMERY LIMITS
 - PROP. 12" OFFSITE WATERLINE
 - PROP. OFFSITE FORCEMAIN
 - DISTRICT WATER LINE
 - DISTRICT SANITARY LINE
 - DISTRICT LIFT STATION
 - WATERLINE CONNECTION LOCATION

0 350 700 1,400 FEET

THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND HAS NOT BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL ENGINEERING, OR SURVEYING PURPOSES. IT DOES NOT REPRESENT ANY WARRANTY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.

LJA ENGINEERING
 LJA ENGINEERING
 11115 S. 100th St.
 Suite 100
 Overland Park, Kansas 66209
 Phone: 913.241.5000 FAX: 913.241.5001
 www.lja-engineering.com

EXHIBIT "D"
PROPOSED MAJOR THOROUGHFARE PLAN

[See attached.]

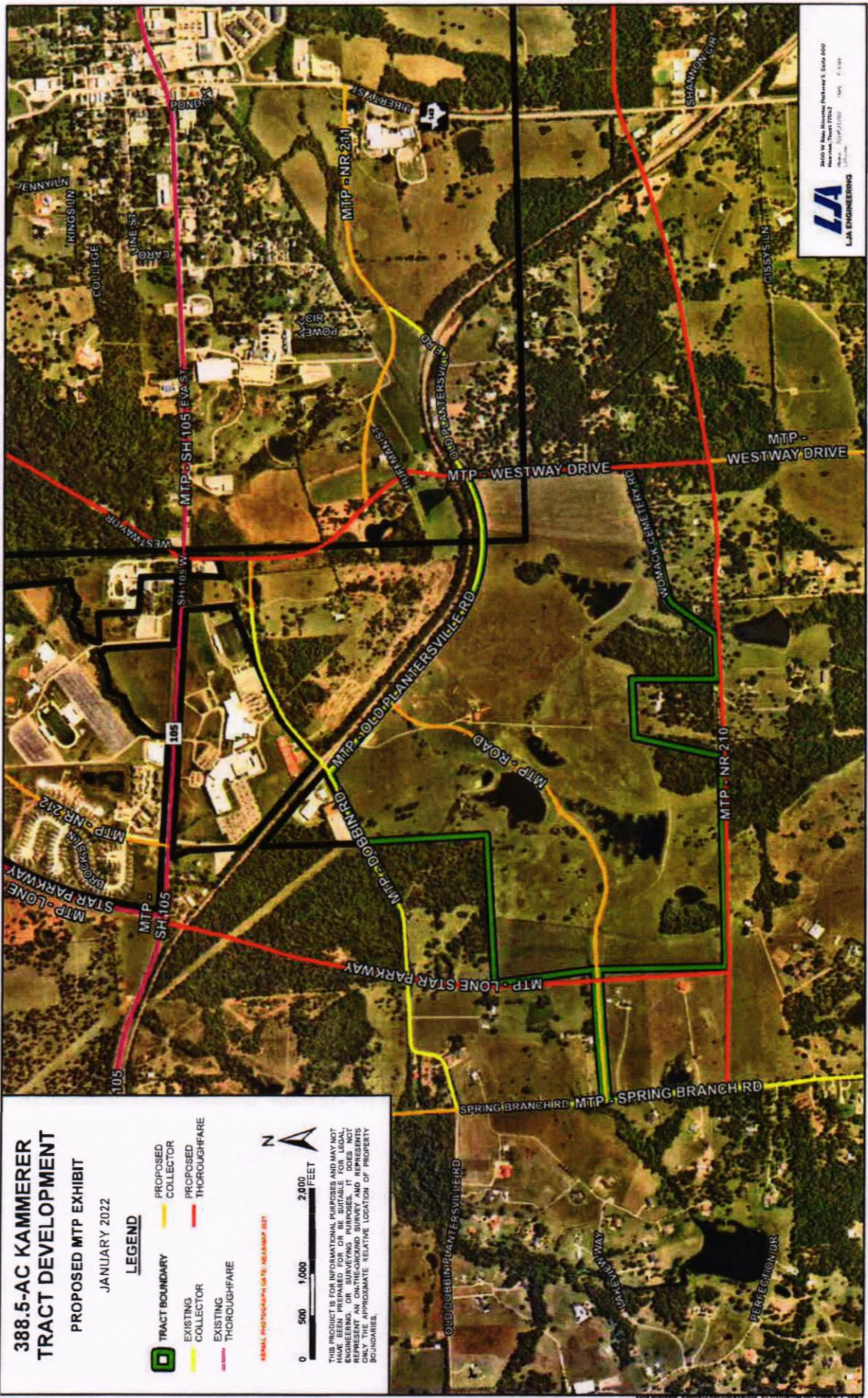




EXHIBIT "E"
ANNEXATION TRACT

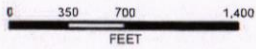
[See attached.]

CITY OF MONTGOMERY ANNEXATION (378.2115 AC)

DECEMBER 2021

-  ANNEXATION INSIDE ETJ
(279.30 ACRES)
-  ANNEXATION OUTSIDE ETJ
(98.9115 ACRES)

*THIS DOCUMENT WAS PREPARED UNDER 22 TAC §138.95. DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



AERIAL PHOTOGRAPH DATE: SEANR04P 0221

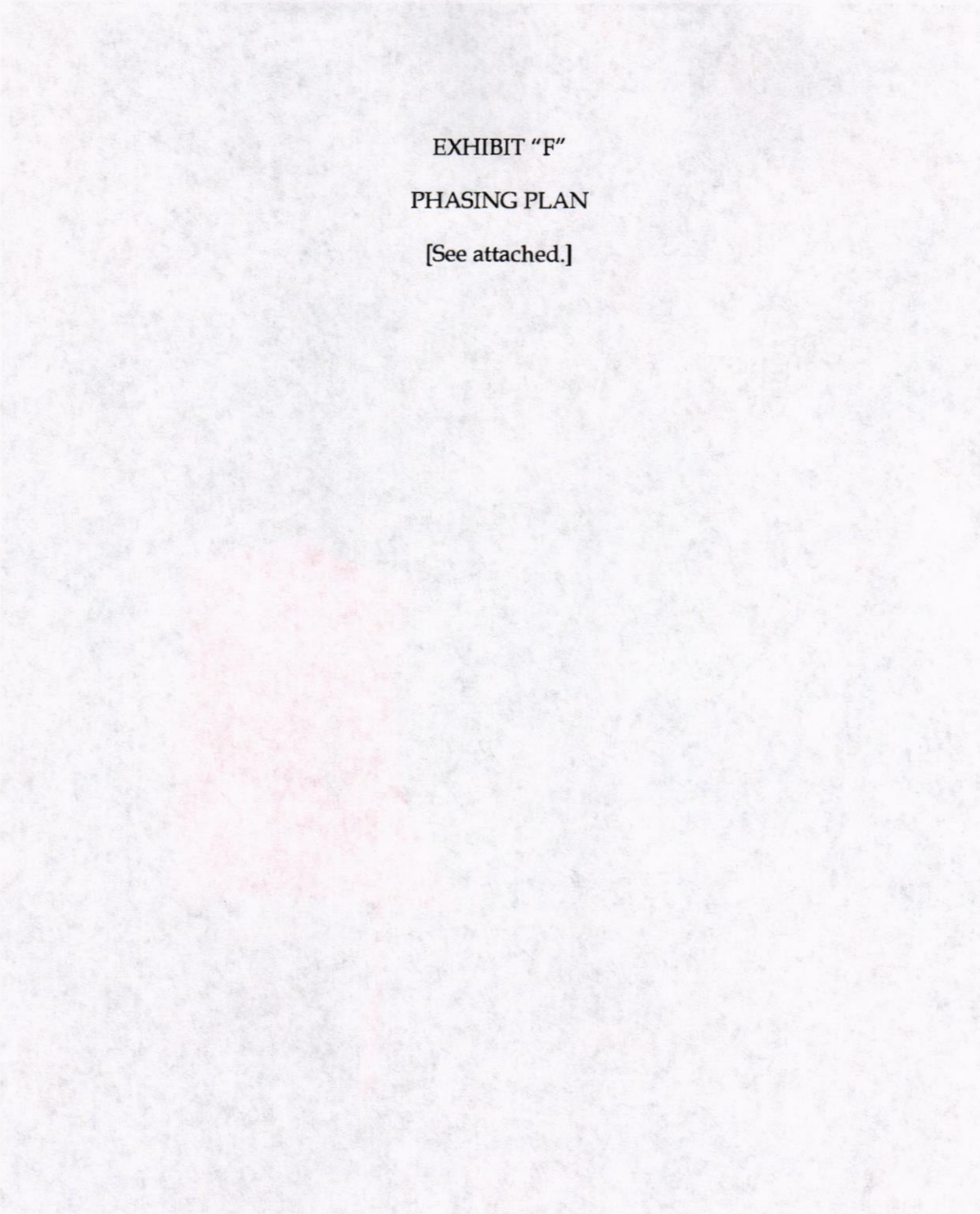
THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL, ENGINEERING, OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.

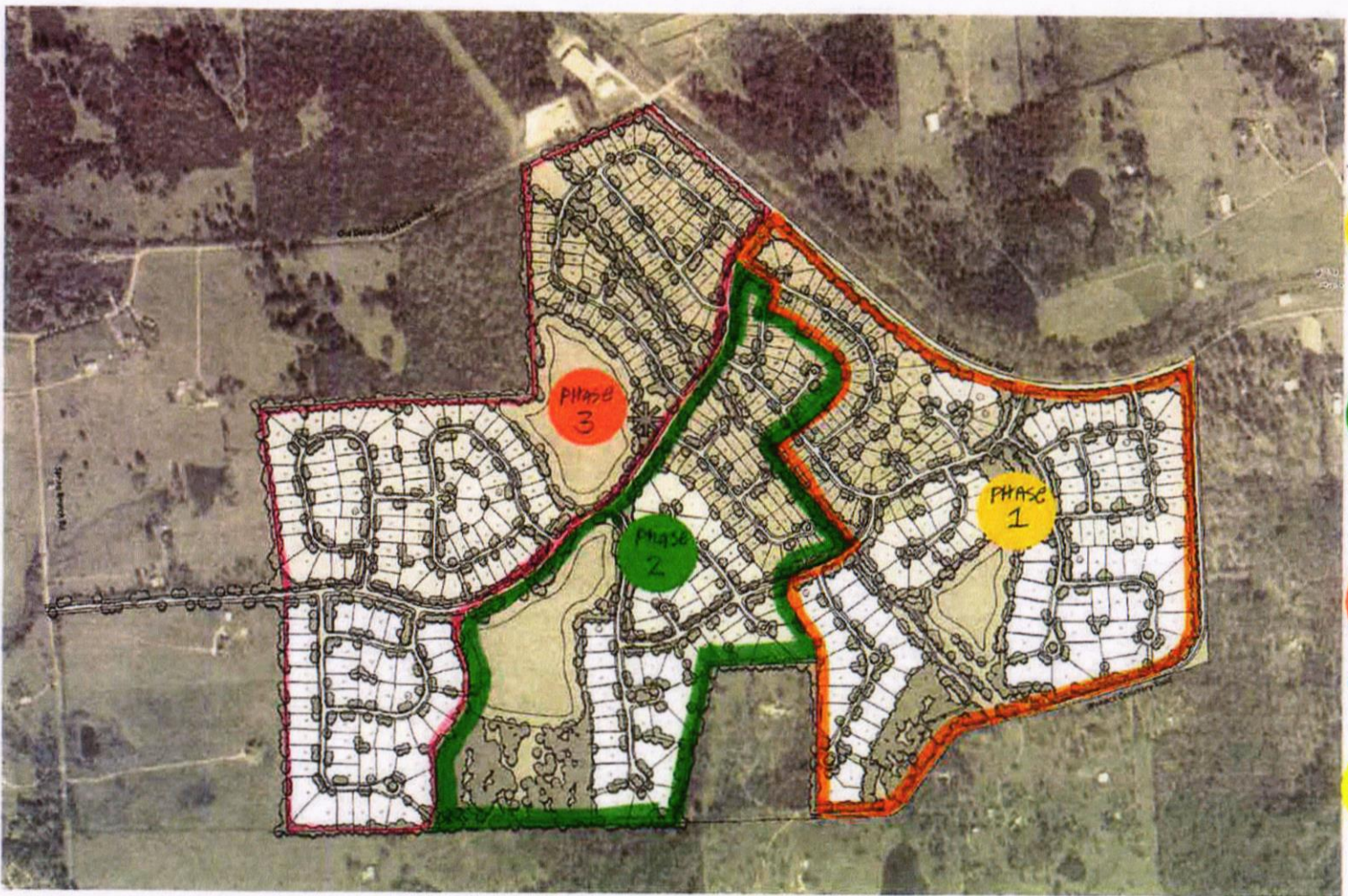
LJA
LJA ENGINEERING

3400 W Sam Houston Parkway S, Suite 500
Houston, Texas 77043
Phone: 281-453-3300 FAX: 281-453-3301
www.lja.com



EXHIBIT "F"
PHASING PLAN
[See attached.]










PHASE 1
Connections/186

PHASE 2
Connections/125

PHASE 3
Connections/244

TOTAL 555
connections

Conceptual Development Plan
REDBIRD MEADOW
 Montgomery County, Texas
 REDBIRD DEVELOPMENT, LLC

	60'X140' - 263 DU 85.5 Ac		LAKES \ DETENTION 36.3 Ac
	85'X170' - 174 DU 98.5 Ac		PIPE LINES, MAJOR ROAD ROW, DETENTION, WETLANDS, PARKS, OPEN SPACE, DRAINAGE 80 Ac
	110'X200' - 118 DU 88.2 Ac		
RESIDENTIAL TOTAL 271.7 Ac - 555 DU		GRAND TOTAL 388.5	

Scale:
 1" = 200'
 1" = 400'
 1" = 800'



Summary of First Amendment
8/3/23

- Adjusted Phasing Plan as presented (60s, 70s and 80s) with a maximum connection count of 682
- Developer agreement to dedicate a one-acre future water plant site at agreed upon location
- Minimum pavement widths of 24' for minor residential streets (with right of way width at 50')
- Developer enter into a tri-party agreement with City and County for improvements to Old Plantersville Road
- Developer to construct a concrete multi-use trail along Old Plantersville Road
- Amenity/recreation center will be constructed along with home construction in Phase IB
- Minimum side yard setback requirements between adjacent lots shall be reduced to five (5) feet setback on each property line (except as described herein) and there shall be no appurtenances, equipment, accessories, fixtures, appendages, extras, additions, etc. located within the side yard setback area. Notwithstanding the preceding sentence, at least twenty percent (20%) of shared side lot lines between two adjacent homes for each development phase will have no less than a total of fifteen (15) feet side yard setbacks as shown on the final plat.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, TEXAS AND
REDBIRD MEADOW DEVELOPMENT, LLC

This FIRST AMENDMENT DEVELOPMENT AGREEMENT (the "Agreement") is entered into between REDBIRD MEADOW DEVELOPMENT, LLC, a Texas limited liability company, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on _____, 2023 (the "Effective Date").

RECITALS

The Developer and City have entered into the Development Agreement dated May 10, 2022, to provide for the orderly, safe and healthful development of the Tract. The Parties desire to enter into this Amendment in order to modify certain development obligations.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein as well as other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the City and Developer agree as follows:

1. Article I is amended to add the following Exhibits:
 - a. **Exhibit F**, Proposed Phasing Plan, is amended in the proposed phasing plan attached hereto as **Exhibit F-1**.
 - b. **Exhibit G**, Road Widths.
2. Article II is amended throughout (as to references to 560 ultimate connections), to state that the Tract will be developed in phases to serve a maximum number of 682 connections.
3. Article II is amended throughout (as to references to ultimate capacity) to state that ultimate requirements for water capacity will be approximately 204,600 gpd and ultimate requirements for sewage capacity will be approximately 136,400 gpd.
4. Article II, Section 2.1(b) *Water Supply Facilities*, is amended by adding subsection (3).
 3. *Future Water Supply Facilities Site*. Developer agrees to dedicate to the City at no cost to the City an approximately one-acre site on the location as shown on **Exhibit F-1** for the City's future water supply facilities, or upon a mutually agreed upon site. The Developer will deed such site to the City by separate instrument upon platting Phase 2 unless requested earlier by the City. In the event that the

City opts not to utilize such site for water supply facilities by 2028, it shall convey such site back to the Developer.

5. Article II, Section 2.2(a), Road Improvements, General is amended to add the following sentence:

“Unless otherwise agreed to by the Parties, Developer shall construct a street from Spring Branch Road to Old Plantersville Road simultaneously with the start of construction of utilities and paving for Phase III of the development. This street will have a 60' right-of-way with a 36' wide curb and gutter street. Parties further agree that Minor Residential Streets (as defined in the City subdivision ordinances) within the development shall be constructed as a variance from such subdivision ordinances as follows and as shown on **Exhibit G.**”

Minor Residential Streets:

- 1) Minimum Pavement Width – 24'
- 2) Right of Way Width – 50'.

6. Article II, Section 2.2, Road Improvements, is amended to add subsection (d)

d. Developer agrees to enter into a tri-party agreement with the City and Montgomery County regarding improving Old Plantersville Road along the boundaries of the Tract.

7. Article II, Section 2.4, Parks and Recreational Facilities, is amended to add the following sentence:

“The Developer shall construct a concrete multi-use trail along Old Plantersville Road in conjunction with the paving improvements along Old Plantersville Road and in accordance with its proposed Phasing Plan. Subdivision monumentation and landscaping will also coincide with paving improvements in accordance with Developer’s proposed Phasing Plan as shown on **Exhibit F-1**. The amenity/recreation center will be constructed in accordance with Developer’s obligations to its builders which generally will begin with home construction in Phase IB.”

8. Article II, Section 2.5. Development Regulations, is amended to add the following sentence:

“As a variance from City Code, Parties agree that the minimum side yard set back requirements between adjacent lots shall be reduced to five (5) feet setback on each property line (except as described herein) and there shall be no appurtenances, equipment, accessories, fixtures, appendages, extras, additions, etc. located within the side yard setback area. Notwithstanding the preceding sentence, at least twenty percent (20%) of shared side lot lines between two adjacent homes for each development phase as shown on the Phasing Plan (**Exhibit F-1**) will have no less than a total of fifteen (15) feet side yard setbacks as shown on the final plat.”

9. Except as specifically amended in this Amendment, the Agreement shall remain in full force and effect in accordance with its original terms and conditions. In the event of a conflict, the terms of this Amendment shall control.

(Signature Pages to Follow)

Executed by the Developer and the City to be effective on the Effective Date.

Redbird Meadow Development, LLC, a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2023, by _____, _____ of Redbird Meadow Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

(NOTARY SEAL)

CITY OF MONTGOMERY, TEXAS

Byron Sanford, Mayor

ATTEST:

Title: _____

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2023, by Byron Sanford, Mayor, City of Montgomery, Texas, on behalf of said City.

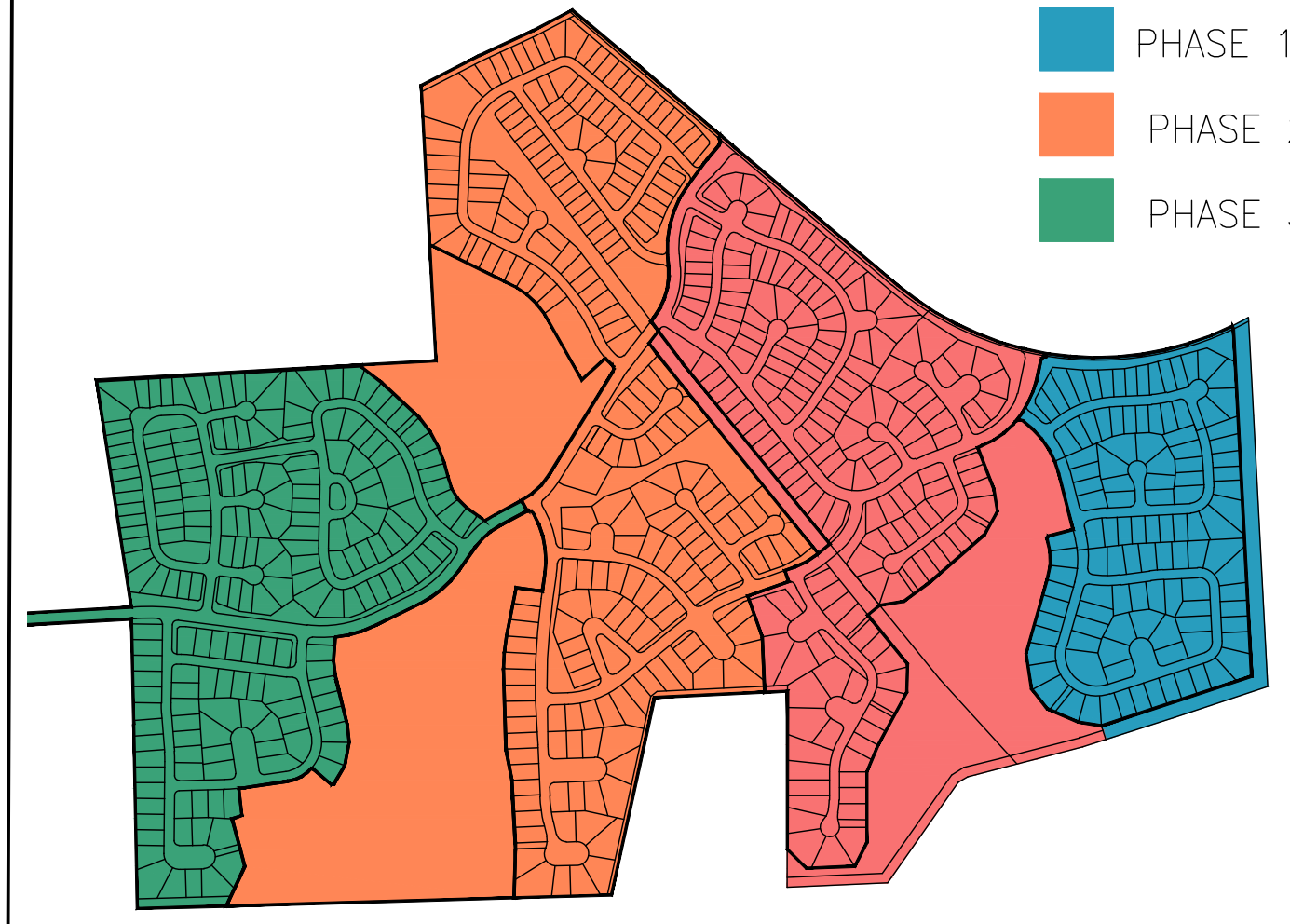
Notary Public, State of Texas

(NOTARY SEAL)

MASTER CONCEPT PLAN

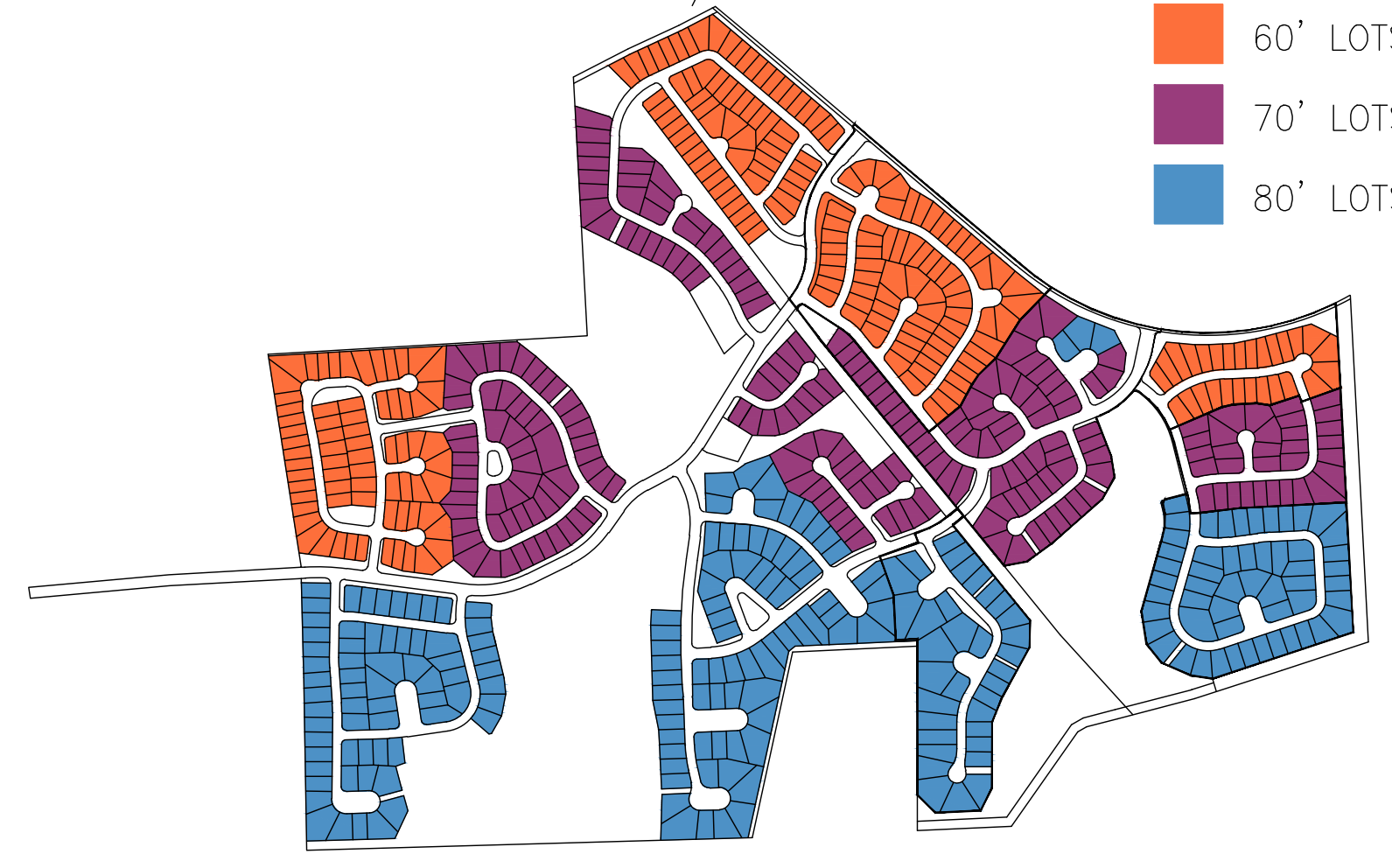
PHASE KEY N.T.S.

- PHASE 1A
- PHASE 1B
- PHASE 2
- PHASE 3

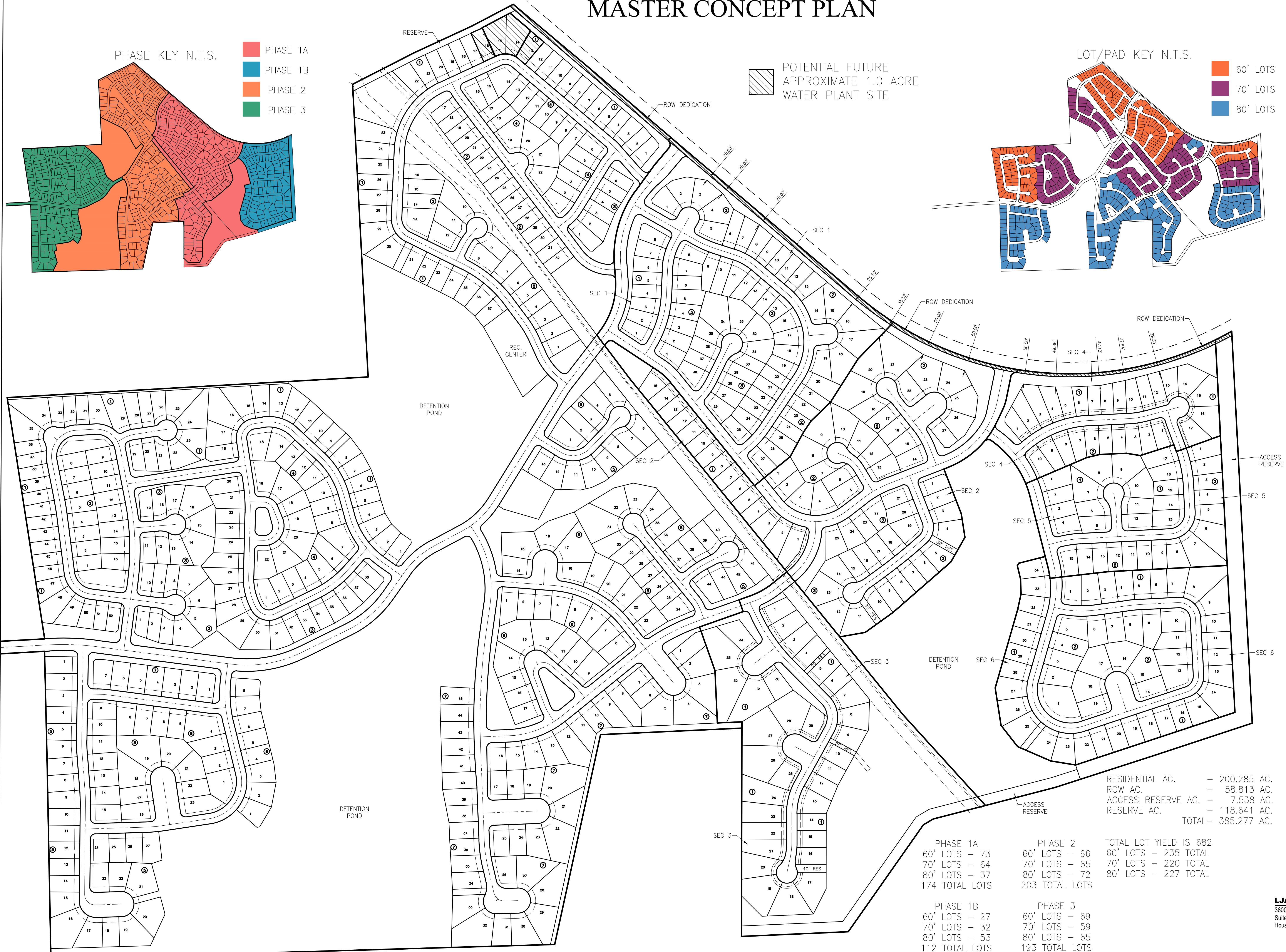
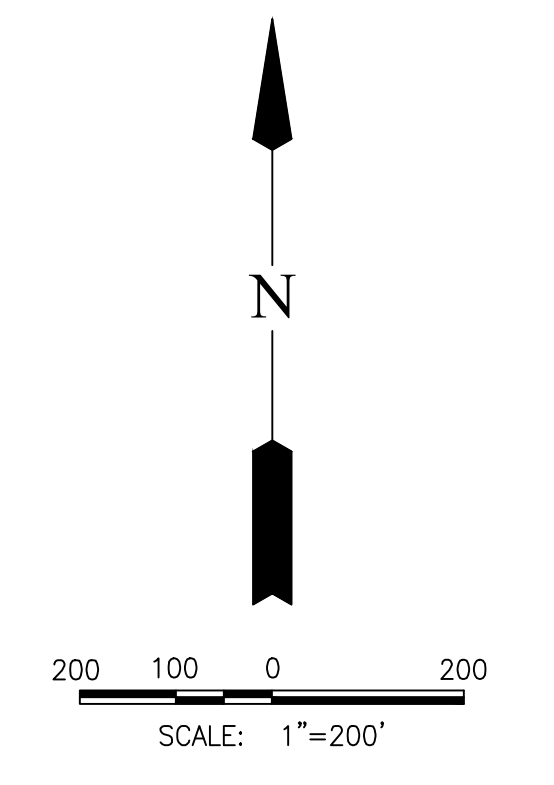


LOT/PAD KEY N.T.S.

- 60' LOTS
- 70' LOTS
- 80' LOTS



POTENTIAL FUTURE APPROXIMATE 1.0 ACRE WATER PLANT SITE



RESIDENTIAL AC. — 200.285 AC.
 ROW AC. — 58.813 AC.
 ACCESS RESERVE AC. — 7.538 AC.
 RESERVE AC. — 118.641 AC.
 TOTAL — 385.277 AC.

PHASE 1A
 60' LOTS — 73
 70' LOTS — 64
 80' LOTS — 37
 174 TOTAL LOTS

PHASE 1B
 60' LOTS — 27
 70' LOTS — 32
 80' LOTS — 53
 112 TOTAL LOTS

PHASE 2
 60' LOTS — 66
 70' LOTS — 65
 80' LOTS — 72
 203 TOTAL LOTS

PHASE 3
 60' LOTS — 69
 70' LOTS — 59
 80' LOTS — 65
 193 TOTAL LOTS

TOTAL LOT YIELD IS 682
 60' LOTS — 235 TOTAL
 70' LOTS — 220 TOTAL
 80' LOTS — 227 TOTAL

EXHIBIT 'F-1'
REDBIRD MEADOWS
HARDCOPY

July 27, 2023
 JOB NO. 2980-0000-000

LJA Engineering, Inc.
 3600 W Sam Houston Parkway S
 Suite 600
 Houston, Texas 77042
 Phone 713.953.5200
 Fax 713.953.5026
 FRN - F-1386

MVAR CHECK: SURVEY PLATTING MGR.

LAST SAVED: 7/27/2023 3:00 PM BY: SHARVA MISTRY - EPLT DATE: 7/27/2023 3:04 PM BY: SHARVA MISTRY
 FILE NAME: \\LJA\shared\sharvas\mistry-sharva\plattings\2980-0000\mistry_07-26-2023_V1.dwg



SCALE: 1"=300'

LEGEND

- LOCAL RESIDENTIAL (50' R.O.W.) W/24' WIDE CURB & GUTTER
- LOCAL RESIDENTIAL (50' R.O.W.) W/28' WIDE CURB & GUTTER
- INTERIOR MINOR COLLECT (60' R.O.W.) W/28' WIDE CURB & GUTTER
- MTP MINOR COLLECTOR (60' R.O.W.) W/36' WIDE CURB & GUTTER



EXHIBIT	
REDBIRD MEADOWS	
EXHIBIT G	
ROAD WIDTHS	
LJA Engineering, Inc.	
3600 W Sam Houston Parkway S, Suite 600 Houston, Texas 77042	Phone 713.953.5200 Fax 713.953.5026 FRN - F-1386
DATE: 4/26/2023	SHEET NO. 1 OF 1

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, TEXAS AND
REDBIRD MEADOW DEVELOPMENT, LLC

This FIRST AMENDMENT DEVELOPMENT AGREEMENT (the "Agreement") is entered into between REDBIRD MEADOW DEVELOPMENT, LLC, a Texas limited liability company, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on _____, 2023 (the "Effective Date").

RECITALS

The Developer and City have entered into the Development Agreement dated May 10, 2022, to provide for the orderly, safe and healthful development of the Tract. The Parties desire to enter into this Amendment in order to modify certain development obligations.

AGREEMENT

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 - b. **Exhibit G**, Road Widths.
2. Article II is amended throughout (as to references to 560 ultimate connections), to state that the Tract will be developed in phases to serve a maximum number of 682 connections.
3. Article II is amended throughout (as to references to ultimate capacity) to state that ultimate requirements for water capacity will be approximately 204,600 gpd and ultimate requirements for sewage capacity will be approximately 136,400 gpd.
4. Article II, Section 2.1(b) *Water Supply Facilities*, is amended by adding subsection (3).
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4-5. Article II, Section 2.2(a), Road Improvements, General is amended to add the following sentence:

“Unless otherwise agreed to by the Parties, Developer shall construct a street from Spring Branch Road to Old Plantersville Road simultaneously with the start of construction of utilities and paving for Phase III of the development. This street will have a 60' right-of-way with a 36' wide curb and gutter street. Parties further agree that Minor Residential Streets (as defined in the City ~~subdivisions~~subdivision ordinances) within the development shall be constructed as a variance from such subdivision ordinances as follows and as shown on **Exhibit G-~~2~~**.”

Minor Residential Streets:

- 1) Minimum Pavement Width – 24'
- 2) Right of Way Width – 50'.

6. Article II, Section 2.2, Road Improvements, is amended to add subsection (d)

d. Developer agrees to enter into a tri-party agreement with the City and Montgomery County regarding improving Old Plantersville Road along the boundaries of the Tract.

5-7. Article II, Section 2.4, Parks and Recreational Facilities, is amended to add the following sentence:

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- 9. Except as specifically amended in this Amendment, the Agreement shall remain in full force and effect in accordance with its original terms and conditions. In the event of a conflict, the terms of this Amendment shall control.

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

(Signature Pages to Follow)

Executed by the Developer and the City to be effective on the Effective Date.

Redbird Meadow Development, LLC, a
Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____,
2023, by _____, _____ of Redbird Meadow Development, LLC, a
Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

(NOTARY SEAL)

CITY OF MONTGOMERY, TEXAS

Byron Sanford, Mayor

ATTEST:

Title:_____

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

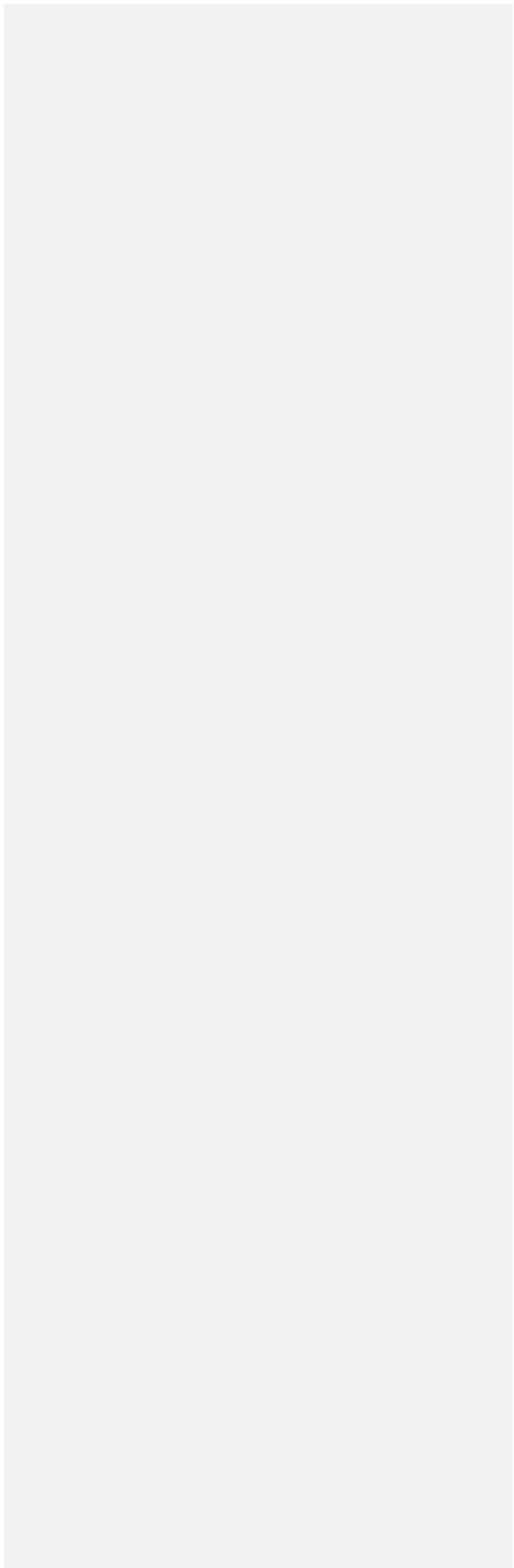
This instrument was acknowledged before me this _____ day of _____, 2023, by Byron Sanford, Mayor, City of Montgomery, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT "F-1"

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1102396-Comparison v1 to v2

Montgomery City Council
AGENDA REPORT

Meeting Date: August 08, 2023	Budgeted Amount:
Department: Administration	Prepared By: G. Palmer

Subject

Consideration and possible action on the following:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE RATES TO BE CHARGED FOR SOLID WASTE COLLECTION SERVICE INSIDE THE CITY OF MONTGOMERY, TEXAS; PROVIDING FOR A PENALTY FOR FAILURE TO PAY ACCOUNTS; PROVIDING CONDITIONS UPON WHICH SERVICE WILL BE RESUMED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Recommendation

Staff recommends approval of the new rate increase as laid out in Schedule A from Waste Management and the proposed increase of 2.5% charged to customers for Administrative Costs.

Discussion

Our agreement with Waste Management calls for a CPI increase *annually* effective August 01.

SEE Attached Schedule A for the new August 2023-August 2024 Rates. The agreement calls for the adjusted new rates to be based on the CPI for All Urban Consumers (published by the US BLS CPI, US City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100)

SEE Also: <https://www.bls.gov/news.release/cpi.t02.htm>

Approved By		
City Administrator	G. Palmer	Date: 08-01-2023

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE RATES TO BE CHARGED FOR SOLID WASTE COLLECTION SERVICE INSIDE THE CITY OF MONTGOMERY, TEXAS; PROVIDING FOR A PENALTY FOR FAILURE TO PAY ACCOUNTS; PROVIDING CONDITIONS UPON WHICH SERVICE WILL BE RESUMED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Montgomery, Texas has entered into a contract with Waste Management of Texas, Inc. for the collection of garbage within the City in those areas served by the City; and

WHEREAS, the agreement between the City of Montgomery, Texas and Waste Management of Texas, Inc. requires an annual CPI increase; and

WHEREAS, all residential, commercial and industrial customers of the City are required to use the service provided by Waste Management of Texas, Inc.; and

WHEREAS, Waste Management of Texas, Inc. has notified the City of a contract renewal price adjustment for Residential and Commercial service rates in accordance with the agreement.

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

Section 1. Garbage Rates.

There shall be charged and collected by the City from each resident user and commercial customer for garbage and trash pickup the following rates (see Schedule A attached – Base Rates) plus a 2.5% fee to cover administrative costs:

- a. Residential:**
 - Price per home per month (combined collection services): \$23.75
 - Additional solid waste or/and recycling cart per cart per month: \$9.21
 - Lost or stolen replacement (direct billed to resident per cart): \$86.32

- b. Commercial:**
 - Price per WM 96 gal cart: \$29.51
 - Additional solid waste cart per cart per month: \$9.21
 - Lost or stolen replacement (direct billed to resident per cart) \$86.32

Section 2. Time and Place of Payment.

All customer accounts for garbage and trash pickup service shall be billed on a monthly basis. Payments shall be due and payable within fifteen (15) days after the bill is mailed. Payment shall be made at the City Hall, City of Montgomery, Texas, located at 101 Old Plantersville Road, or by mail at 101 Old Plantersville Road, Montgomery, Texas 77316. It shall be prima facia evidence that a billing has been received by a customer if the bill has been deposited in the U.S. Mail, postage paid.

Section 3. Penalties for Late Payment.

There shall be added to each account for garbage and trash services which are not paid as provided in Section I herein, a sum equal to ten percent (10%) of the amount of said account, as a penalty for late payment more than fifteen (15) days past the due date.

Section 4. Discontinuance of Service.

Garbage and trash service to any customer whose account is more than twenty (20) days delinquent shall be cut-off, and the charge therefore will be Twenty-Five Dollars (\$25.00) for resumption of service.

Section 5. Repealing Clause.

Any conflicting provisions of any other City ordinance are hereby repealed.

Section 6. Savings Clause.

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

Section 7. Texas Open Meetings Act.

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

Section 8. Effective Date.

This Ordinance shall take effect and be in force after City Council approval.

PASSED AND APPROVED by the City Council of the City of Montgomery, Texas, on the ____ day of _____ 2023.

ATTEST:

Nici Browe, City Secretary

Byron Sanford, Mayor



WM
 2749 Loop 336 East
 Conroe, Texas 77301

June 28, 2023

City of Montgomery
 c/o Gary Palmer, City Manager
 PO Box 708
 Montgomery, Texas 77356

Re: Contract – Price Adjustment – 2023 Annual Adjustment

Dear Mr. Palmer,

Pursuant to Section 9.01 entitled, *CPI Adjustment* and 9.2 entitled, *Fuel Adjustment* of the Municipal Solid Waste and Transportation Agreement between the City of Montgomery (“City”) and Waste Management of Texas Inc. (“WM”), Contractor may adjust Base Rates commencing on March 24, 2015 and continuing each anniversary date of this Agreement, upon sixty (30) days’ notice to the City.

Provided for your notification is the reported percentage change in the annual Consumer Price Index for all Urban Consumers, Garbage and Trash Collection not seasonally adjusted (the “CPI”). The CPI index reported for April 2022 was 542.564 and has increased to 580.124 in April 2023. The percentage change in the reported index has increased by 6.923%. The US Bureau of Labor Statistics currently publishes these values on their website at the following location. <https://data.bls.gov/pdq/SurveyOutputServlet>

May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22
516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	533.078	538.313	540.719	542.564
May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23
544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	570.412	575.697	576.773	580.124
28.11	30.35	27.00	24.30	28.32	30.98	34.76	32.65	37.33	37.38	36.05	37.56
5.442%	5.869%	5.181%	4.633%	5.344%	5.843%	6.571%	6.130%	7.003%	6.945%	6.668%	6.923%

The adjusted base rates will become effective August 1, 2023. The price matrix below includes the annual adjustments applied to base rates in Schedule A of the current agreement. We appreciate the trust and confidence you have placed in our WM team to meet the waste and recycle collection needs of the City of Montgomery. Thank you for your partnership and continued opportunities to serve the City. Please feel free to contact me at 832-928-8380 should you have any questions.

Sincerely,

Tiana Smith
 Public Sector Solutions Manager
tsmith71@wm.com
 D: 832.928.8380



City of Montgomery
 Effective 08-01-2024
 Schedule A
 Base Rates

Residential Single Family Collection Rates

Residential Rates	\$23.75	1 x weekly Trash & Recycling in a 96-gal cart. Rate includes At Your Door
Extra Trash Cart	\$9.21	Limit 4 Carts
Extra Cart Recycle	\$9.21	Limit 4 Carts
Lost/Stolen Cart	\$86.32	

Commercial Hand Load Collection Rates

Commercial Rate	\$29.51	1 x weekly Trash & Recycling in a 96-gal cart.
Extra Trash Cart	\$9.21	Limit 4 Carts
Extra Recycling Cart	\$9.21	Limit 4 Carts
Lost/Stolen Cart	\$86.32	

City of Montgomery Roll Off Rates (for city use only)

Container Size / Type	Delivery Rate	Hauling Rate
20 Yard (Open Top)	\$123.82	\$410.65
30 Yard (Open-Top)	\$123.82	\$479.07
40 Yard (Open-Top)	\$123.82	\$617.30

Rate Comparison**Old Rate**

a. Residential:

Price per home per month (combined collection services): \$22.21

Additional solid waste or/and recycling cart per cart per month: \$8.61

Lost or stolen replacement (direct billed to resident per cart): \$80.73

b. Commercial:

Price per WM 96 gal cart: \$27.60

Additional solid waste cart per cart per month: \$8.61

Lost or stolen replacement (direct billed to resident per cart) \$80.73

New Rate after 08/01/2023 (6.923% increase based on CPI)

a. Residential:

Price per home per month (combined collection services): \$23.75

Additional solid waste or/and recycling cart per cart per month: \$9.21

Lost or stolen replacement (direct billed to resident per cart): \$86.32

b. Commercial:

Price per WM 96 gal cart: \$29.51

Additional solid waste cart per cart per month: \$9.21

Lost or stolen replacement (direct billed to resident per cart) \$86.32

**MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION
AGREEMENT**

(Residential, Commercial Hand Load)

This Municipal Solid Waste Collection and Transportation Agreement (this "Agreement"), entered into on the 24 day of March, 2015, by and between the City of Montgomery, Texas, acting by and through its duly authorized City Manager, and Waste Management of Texas, Inc. ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection and transportation of residential and hand-collect commercial, garbage and trash and recyclables, over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential and hand-collect commercial garbage and trash and recyclables, over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. DEFINITIONS:

- 1.1. **Bag or Bags:** Green or black plastic sacks, designed to store Residential Waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed thirty-five (35) pounds, and each Bag shall not exceed thirty (30) gallons.
- 1.2. **Brush:** Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. The term "Brush" specifically excludes limbs which are greater than four (4) feet in length or three (3) inches in diameter. The term "Brush" also specifically excludes debris resulting from services of a Commercial Service Provider or Storm Event.
- 1.3. **Bulky Waste:** White Goods, furniture, loose brush greater than five (5) feet in length or four (4) inches in diameter auto parts, and other oversize wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods. The term "Bulky Waste" also specifically excludes debris resulting from a Storm Event

- 1.4. **Bundle or Bundles:** Tree, shrub and brush trimmings and other Brush cut and securely tied together forming an easily handled package, not to exceed four (4) feet in length, three (3) inches in diameter, and 50 pounds in weight. The term "Bundle or Bundles" also specifically excludes debris resulting from a Storm Event
- 1.5. **City:** The City of Montgomery, Texas.
- 1.6. **Commercial Unit:** All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other non-manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.
- 1.7. **Commercial Hand Collect Unit:** A retail or light commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.
- 1.8. **Commercial Waste:** All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.
- 1.9. **Commercial Service Provider:** A commercial business enterprise or commercial service provider.
- 1.10. **Compactor:** Any container, regardless of size, which has a compaction mechanism, whether stationary or mobile.
- 1.11. **Construction and Demolition Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials. The term "Construction and Demolition Debris" also specifically excludes debris resulting from a Storm Event.
- 1.12. **Contract Administrator:** That person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- 1.13. **Contractor:** Waste Management of Texas, Inc.
- 1.14. **Customer:** The owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.

- 1.15. **Dead Animals:** Animals or portions thereof than have expired from any cause except those slaughtered or killed for human use.
- 1.16. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.
- 1.17. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.
- 1.18. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- 1.19. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.
- 1.20. **Industrial Unit:** All industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.
- 1.21. **Industrial Waste:** Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.
- 1.22. **Medical Waste.** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in the Texas Agricultural Code, §252.001(6) (Definitions--Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.
- 1.23. **Polycart:** A rubber-wheeled receptacle with a maximum capacity of 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.

- 1.24. **Recyclable Material or Recyclables:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material. Recyclable Materials and the Specifications are provided in Schedule B to this Agreement.
- 1.25. **Recycling Container or Bin:** A plastic receptacle, designed for the purpose of curbside collection of Recyclable Materials, with minimum capacity of 18 gallons.
- 1.26. **Refuse:** Same as Rubbish.
- 1.27. **Residential Unit:** A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.28. **Residential Waste:** All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.
- 1.29. **Roll-off Bin:** Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20 cubic yard, 30 yards or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transport to a Landfill by loading of container onto rear of transporting vehicle, but excluding a Compactor.
- 1.30. **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.31. **Solid Waste:** Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and

agricultural operations and from community and institutional activities. The term does not include:

- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
 - b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
 - c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 *et seq.*), or
 - d) Unacceptable Waste.
- 1.32. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".
- 1.33. **Stable Matter:** All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.34. **Unacceptable Waste:** Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit,

soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

- 1.35. **Unusual Accumulations:** As to Residential Units, any Waste placed curbside for collection in excess of the volumes permitted by this Agreement, and as to Commercial or Industrial Units, any Waste located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service.
- 1.36. **Waste:** All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.
- 1.37. **White Goods:** Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

2. GRANT OF EXCLUSIVE FRANCHISE:

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to conduct business for the purpose of collection and disposal of Waste from Residential Units, Commercial Units, and Industrial Units subject to the terms hereof, within the corporate limits of the City, any tracts, territories and areas hereafter annexed to or acquired by City.

3. TERM:

The term of this Agreement shall commence on August 1, 2015 ("Commencement Date") and continue to remain in full force and effect for a period of three (3) years; provided, however, the term of Agreement may be extended for additional one-year terms, upon the mutual written agreement of the City and Contractor if agreed to not less than ninety (90) days before the termination of either the initial term or the renewal term.

4. RATES:

Contractor is authorized to charge, and shall receive from the City, the rates set forth on Schedule "A" attached hereto and incorporated herein by reference ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section 10 below.

5. CONTRACTOR SERVICES:

5.1. Residential Collection

a) Residential/Commercial Hand Collect Collection:

- (i) Once per week, Contractor shall collect Residential Waste

generated at a Residential Unit and placed in that Residential Unit's Polycart, within three (3) feet of the curb, swale, and paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, that will provide safe and efficient accessibility to Contractor's collection crew and vehicle. Customers shall not overload Polycarts, and the Polycarts shall be loaded such that the lids shall close securely. Waste collection is limited to the Cart.

- (ii) Contractor shall collect one Polycart of Commercial Waste placed curbside from a Commercial Hand Collect Unit once (1) time per week during the term of this Agreement.
- (iii) Construction Debris generated at a Residential Unit by a Commercial Service Provider shall be deemed Commercial Waste, and shall be collected pursuant to Section 5.03 below. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.

b) **Bulky Waste/Bundle Collection:** Contractor shall provide a once per week collection service, on the Waste collection day of each week, to Residential Units for collection of Bulky Waste and Bundles. Contractor agrees to collect up to, but not to exceed, two (2) items of Bulky Waste per week, and Brush cut and tied into Bundles from each Residential Unit and placed curbside. Contractor shall have no obligation to collect any Brush not cut and tied into Bundles or, Bulky Waste in excess of the above volumes, or any Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at that Residential Unit. Bulky Waste and Bundles shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

(c) **Recyclable Collection:** Contractor shall provide a once per week collection of Recyclable Materials placed in Recyclable Containers from Residential Units. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Container. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste. Recycling Containers shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing.

(d) **Recycling Bins**: Contractor shall provide one (1) Recycling Container, the “Bins” to each Residential Unit at the commencement of this Agreement. The Bins furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Bins. The Bins shall remain at the location of the Residential Unit where delivered by Contractor. The Customer shall be responsible for all loss or damage to the Bins, except for normal wear and tear or for loss or damage resulting from Contractor’s handling of the equipment. Any Bin removed from a Residential Unit shall be deemed lost, and Contractor shall be entitled to compensation by the District therefore. The Customer shall not overload (by weight or volume) a Bin, and shall use the Bin only for its proper and intended purpose. Additional Bins are available for Residential Unit Customers at an additional charge to be paid by the Customer. Customer may also designate a personal waste Container of less than 40 gallon capacity (RECYCLE ONLY) and place alongside the recycling Bin for containment of higher volumes of these recoverable materials. The City shall aid Contractor in resolving problems of Bin location by the Customer.

(e) **Recyclable Materials Specifications**: The list of Recyclable Materials and the specifications are attached as Schedule B. Contractor makes no representations as to the marketability of the Recyclables and may dispose of Recyclables when no reasonable commercial market exists. Contractor shall provide the City with written notice no more than seven (7) days after the decision is made to begin disposing of a Recyclable due to market conditions along with information and/or documentation substantiating such decision. Should no commercially reasonable available market for a Recyclable exist, such Recyclable shall be classified as a Non-Recyclable until such time as a commercially reasonable available market exists. Contractor reserves the right to add or delete materials from the list of Recyclables based upon changes in market conditions, uncontrollable circumstances, Force Majeure, governmental restraint, or changes in laws, rules, regulations, or ordinances, or changes in the enforcement thereof, and Contractor will provide written notice of any such change to the City.

(f) **At Your Door Special CollectionSM**: As part of its services, Residential Units will also be allowed to participate in the At Your Door Special CollectionSM program so long as it is available by the Contractor. The rate for At Your Door is included in the Residential Rate per **Schedule A**. The particulars of the At Your Door program are more fully described in **Schedule C**, which is attached hereto and incorporated herein by reference. Contractor has the right to discontinue this service offering on thirty (30) days’ notice to the City.

5.2. **Special Waste**: Contractor is not required to accept, transport or manage any Special Waste, unless it is specifically identified in a written

agreement between Contractor and Customer. Contractor may collect, and will have the right to impose, a surcharge for the transportation and disposal of Special Waste, depending on the quantities and any physical characteristics of the Special Waste and any special handling, regulatory compliance or increased concern for worker safety or environmental protection occasioned by the material.

5.3. **Unacceptable Waste:** Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.

6. **COLLECTION OPERATION:**

6.1. **Hours of Operation:** Collection of Residential Waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 6:00 P.M. once a week. No collection shall be made on Sunday. Collection of Commercial Waste and Industrial Waste shall be collected at such hours as may be determined by Contractor. No collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor.

6.2. **Routes of Collection:** Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the City route maps for approval by the City, which approval shall not be unreasonably withheld.

6.3. **Holidays:** The following shall be holidays for purposes of this Agreement:

- | | |
|------------------|---------------|
| New Year's Day | Memorial Day |
| Independence Day | Labor Day |
| Thanksgiving Day | Christmas Day |

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday. If the collection date of Residential Waste shall occur on a holiday, such Residential Waste shall be collected on the next scheduled collection day. If the collection day of Commercial Waste or Industrial Waste shall occur on a holiday, Contractor shall be responsible for providing make-up collection for such Commercial Unit or Industrial Unit.

6.4. **Complaints:** Customer complaints shall be directed by the City to Contractor, and Contractor shall commence to resolve such complaint within one (1) business day. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the City, and shall provide the City, on a monthly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be

investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the City shall take appropriate action to cause such Customer to subsequently properly set out such Waste.

- 6.5. **Collection Equipment:** Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the Disposal Site.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of this Agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventative maintenance program. City may inspect Contractor's vehicles at any time to insure compliance of equipment with this Agreement. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

- 6.6. **Disposal:** The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the TCEQ and/or the U.S. Environmental Protection Agency.
- 6.7. **Spillage:** The Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.
- 6.8. **Vicious Animals:** Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection service. Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.
- 6.9. **Protection From Scattering:** Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse.

- 6.10. **Point of Contact**. All dealings and contacts between Contractor and the City shall be directed between the Municipal Marketing Department of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the City.

7. **LICENSE AND TAXES:**

Contractor shall obtain at its sole expense all licenses and permits required by the City and the State, and shall maintain same in full force and effect.

8. **BILLING:**

(a) City shall provide billing and bill collection services for Residential Units, and Commercial Hand Loads Unit Services during the term of this Agreement. Within thirty (30) days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered under this Agreement for the prior month. City shall remit to Contractor payment per the invoice for such services within thirty (30) days after receipt of invoice. Past due invoices shall bear interest at the highest rate permitted by law.

(b) The City shall notify Contractor in writing of any Customer that has failed to pay the City for waste collection services, and Contractor, upon written direction from City, shall cease servicing such delinquent Customer until notified by the City.

9. **MODIFICATION TO RATES:**

9.01 CPI Adjustment. Base Rates charged by Contractor for services will remain fixed as set forth in Section 4 above and will not be adjusted for changes in the CPI (as hereinafter defined), until August 1, 2016. Commencing on August 1, 2016, and continuing annually on each anniversary date of the Commencement Date of this Agreement, upon thirty (30) days' notice to the City, the Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100) (the "C.P.I.") shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

9.2 Fuel Adjustment. Every anniversary date, the Base Rates shall be subject to a fuel surcharge as follows: an additional one percent (1%) for every twenty five cent (\$0.25) increase in the price of diesel fuel above and including \$4.00 per gallon (with a 1% surcharge beginning at \$4.25 per gallon and a 2% surcharge at \$4.50 per

gallon, etc.). The diesel fuel price shall be as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The determination of the average price of diesel fuel from the aforesaid website shall be made on the first Monday prior to the end of the quarter (or the first business day thereafter if such Monday is a Federal Holiday).

9.3 Additional Adjustments. Contractor shall also be entitled to an increase in Base Rates from time to time during the term of this Agreement, and upon sixty (60) days' written notice to the City, to offset any change in conditions which increase the Contractor's costs, including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations. Documentation of such increases shall be submitted to the City at its request. The City's consent to increase pursuant to this Section 9.03 shall not be unreasonably withheld;

9.4 **Performance Bond:** Contractor shall maintain, throughout the initial term of this agreement and any extension thereof, a performance bond approximately equal to the revenue payable under this agreement to Contractor in any one year period.

10. CITY'S OBLIGATIONS:

The City agrees to perform all obligations required of the City pursuant to the terms of this Agreement, including, but not limited, the following:

- (a) The City shall designate the Contract Administrator, who shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;
- (b) The City shall notify Contractor of Customers to be added or dropped from Contractor services, or of any change in Customer service;
- (c) The City shall timely pay Contractor pursuant to Section 8 of this Agreement;
- (d) The City shall timely inform Contractor of complaints made by Customers; and
- (e) The City shall work with Contractor in good faith to resolve complex Customer service issues.

11. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal,

state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

12. OFFICE:

Contractor shall maintain an office or such other facility through which it may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

13. ENFORCEMENT:

City grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting this right to Contractor, the City in no way reduces its right or obligation to enforce this Agreement or any other City ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by City and/or Commercial Unit and Industrial Unit Customers. The City agrees to cooperate with Contractor as Contractor takes all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

14. TRANSFERABILITY OF AGREEMENT:

Other than by operation of law, no assignment of the Agreement or any right accruing under the Agreement shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. Upon the assignment, the assignee shall assume the liability of the Contractor. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without the City's consent.

15. LANDFILL CAPACITY:

Contractor shall have and maintain during the term hereof, adequate disposal capacity for the City's needs.

16. TERMINATION:

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty

(30) day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

17. MEDIATION:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then the claim, dispute, disagreement or controversy shall be resolved by litigation in the District Court of Texas located in Montgomery County, Texas. The parties agree that the choice of law and venue for any litigation shall be Montgomery County Texas or, in the case of Federal Court, the Southern District of Texas, Houston Division.

18. FORCE MAJEURE:

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

- (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, lack of fuel, riot, or civil disturbance;
- (b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;
- (c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor; or
- (d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this

Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

19. EVIDENCE OF INSURANCE:

Contractor shall procure and maintain for the duration of the Agreement, with a carrier reasonably acceptable to City, insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The policy or policies shall name the City as an additional insured, subject to Contractor's indemnities set forth herein, and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City thirty (30) days notice in writing. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	
Comprehensive Auto Liability- Property Damage	\$500,000	

20. INDEMNITY:

The Contractor shall indemnify City against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by

this Agreement. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall have the right to defend or contest any such claim or demand in the name of the City. The City shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

21. OWNERSHIP:

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

22. SEVERABILITY:

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

23. PRIOR AGREEMENTS:

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this

Agreement sets forth the full agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly executed by all parties hereto.

24. RECORDS:

City and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other party.

25. ATTORNEY'S FEES AND VENUE:

In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this agreement, the prevailing party shall recover its attorney fees and court costs, with venue of any such action to be in Montgomery County, Texas.

28. NON-APPROPRIATION:

City hereby agrees and acknowledges that the non-appropriation provisions set forth in the Texas Constitution and Local Government Code are not applicable to this Agreement due to the nature of the services rendered by Contractor hereunder, and the City will not use such statute as a defense to payment hereunder.

29. STORM DEBRIS:

Contractor and City understand and agree that in the event of a hurricane, tornado, major storm, or natural disaster (a "Storm Event"), Contractor shall have no obligation under this Agreement to collect any storm debris resulting there from, including, but not limited to, Brush or any other Waste resulting from or generated by such Storm Event. The parties agree that evidence of the occurrence of a Storm Event shall be accumulations of Brush or other

Waste in all or a portion of the City after such event, which is in excess of the amounts generally and routinely collected within the service area.

31. NO COST CITY SERVICES:

Contractor shall provide to the City, at no additional cost to the City, the following containers, at the following locations, with the following frequency of collection:

Location	Frequency of Collection	Size
City Facilities (2 sites)	up to 2 x wk	2 yard and up
Community Cleanup	Quarterly	2-30 yards each event

EFFECTIVE AS OF THE 20th DAY OF March, 2015.

CITY:

CONTRACTOR:

CITY OF MONTGOMERY, TEXAS

WASTE MANAGEMENT OF TEXAS, INC.

Kirk Jones
SIGNATURE

[Signature]
SIGNATURE

KIRK JONES
MAYOR

NAME: DONALD J. SMITH

TITLE: PRESIDENT

**SCHEDULE "A"
Base Rates Attachment**

**City of Montgomery
Effective 8-1-2015**

Related MAS Account #'s: 792-68388

RESIDENTIAL RATES			
RESIDENTIAL RATES	\$17.11	1 x wk. CART Trash & 1 x wk. BIN recycling	
Rate 2 (Please Describe)	\$0.00	Waste	12.56
Rate 3 (Please Describe)	\$0.00	Recycling	3.20
Rate 4 (Please Describe)	\$0.00	AT Your Door	1.35
Rate 5 (Please Describe)	\$0.00	Total Residential RATE	\$ 17.11

COMMERCIAL RATES						
	FREQUENCY PER WEEK					
Container Size / Type	1XWK	2XWK	3XWK	4XWK	5XWK	EXTRA PU
Commercial Hand-PU (per CART)	\$17.11	N/A	N/A	N/A	N/A	N/A
Commercial Hand-PU	N/A	N/A	N/A	N/A	N/A	N/A

ROLL-OFF RATES						
Container Size / Type	Delivery Rate	Rental Rate	BY Month or Day Rate	Hauling Charge (Per Total Haul Disp) Pull or +	Haul Rate per Pull	Disposal Rate per ton
20 Yard (Open-Top)	\$94.28	N/A	DAY RATE	Haul	\$314.27	N/A
30 Yard (Open-Top)	\$94.28	N/A	DAY RATE	Haul	\$366.64	N/A
40 Yard (Open-Top)	\$94.28	N/A	DAY RATE	Haul	\$466.16	N/A
TRIP CHARGE RATE:			N/A			

SCHEDULE B RECYCLABLE MATERIALS SPECIFICATIONS

RECYCLABLES shall be dry, loose, not bagged, and include only the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers – brown, clear, or green - empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Plastics with symbols #3, #4, #5, #6, #7 – empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

All materials not specifically listed above as Recyclables are “Non-Recyclables.”

RECYCLABLES do not include the following:

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags, expanded polystyrene	Wire/metal hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2” in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.

DELIVERY SPECIFICATIONS:

All loads of Recyclables must contain ten percent (10%) or less of Non-Recyclables.

In the event a load of Recyclables does not meet these Specifications, the load may be rejected and/or the City may be charged transportation and/or disposal costs. Contractor has the right to dispose of all Non-Recyclables, and Contractor has the right to charge transportation and/or disposal costs for Non-Recyclables.

SCHEDULE "C"
At Your Door Program

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Introduction

Waste Management is pleased to submit this proposal for the At Your Door Special CollectionSM service. Waste Management’s At Your Door Special CollectionSM is a service provided to residents to collect the difficult, sometimes hazardous and hard-to-recycle items that almost every household accumulates. We make it easy for residents to dispose of these items, by collecting the materials at their door– safely, easily and responsibly. Experience is key- This program has served hundreds of thousands of homes since 1995¹ and currently manages programs for dozens of public agencies in many states.

Our mission is to provide quality and convenient special material management services to public agencies. Waste Management’s At Your Door Special CollectionSM service is focused on the collection and proper management of home generated special materials.

Statement of Work

The program begins when the public is informed about how to participate. Following are the elements of the At Your Door Special Collection service and how it works.

Resident Initiates Collection

To participate, residents call our toll free number 1-800-449-7857, e-mail ATYOURDOOR@WM.COM or go to www.WMATYOURDOOR.COM and request a collection at their home. A Customer Service Representative from our U.S. based call center answers the call or online request. The participant is asked for basic information: name, address, phone number, how they learned of the program, single or multi-family home and an inventory of the material. The representative discusses the program guidelines with the participant, including the placement of the material on collection day. The call center is available

¹ Includes when the company was under different ownership.

from 5 am- 5pm Pacific Time, Monday through Friday. Both English and Spanish speaking representatives are available. There is an automated call system available after hours and on holidays.

Collection Is Scheduled

The participant is provided with a date when they must place their material at the entrance door or in front of their garage or if multi-family, in a safe location. That predetermined location is noted by the Customer Service Representative for use by the Service Technician.

The frequency of collection routes will vary depending upon demand. When programs first start and during seasonal peaks such as spring and fall cleaning times, there is usually a higher demand resulting in longer periods between the call and the collection.

Packaging

A collection kit will be sent via U.S. mail (or other method) to the participant, who will package the materials and place it out on the designated collection date. The kit consists of a plastic bag, bag tie, survey card, labels (for use as needed by resident) and an instruction sheet. The instruction sheet reiterates the collection date and items discussed with the Call Center Customer Service Representatives. Residents collect their items and place them inside the kit bag per the instruction sheet.

Should the Customer Service Representative determine that the resident requires more than one bag, the resident will, depending upon the schedule, be offered the opportunity to have all items collected at the same time. In the event the schedule is too heavily booked at the time of the request, the resident will be offered alternative days for collection of their materials. After a resident receives their kit, they may contact our program again if they have more items than will fit inside a single bag. The Customer Service Representative will provide the resident with two options. The first option is to keep the collection date as scheduled for the single kit. Then, a second collection date will be scheduled and a second kit will be mailed to the resident. The second option is to cancel the first collection date and mail the resident another collection kit. Then schedule the collection at a later date when all of the materials can be collected at the same time. Participants will be discouraged from requesting a collection of very small quantities, i.e., a single can of paint or only used motor oil. Residents with only used motor oil will be directed to local collection centers. Residents with very small quantities will be directed to combine their items with neighbors, if possible.

All containers must be labeled and they cannot leak. If a container leaks, participants are instructed to transfer it to a non-leaking container and label it. If a container is not labeled, participants are provided labels to place on the container. Additional instructions may apply based on applicable regulations. Leaking containers or containers without labels will not be collected.

Collection

On the established pickup date, a Service Technician will arrive at the home during the day, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home. Waste Management employees will not enter the premises to gather or remove any material.

For multifamily dwellings, materials should be collected at a central, mutually agreed upon ground level location. Multi-family participants can designate a safe place at their building where the bags can be collected (never at the curb or on public property).

For single family homes, materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway.

In the event the materials are ineligible, e.g., unlabeled, leaking, commercial material, or listed on the unacceptable list, the resident will be contacted and/or a door hanger will be left with instructions. Residents are not required to be present during the collection.

Transport

Acceptable materials are transported to a transfer facility and then sent to various recycling and processing facilities. Once the items are collected, Service Technicians work to responsibly manage it and recycle as much as possible. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills.

Safety

At Waste Management, safety is a core value, a cornerstone of operational excellence. It is a philosophy that is embedded in the way we work, the decisions we make, and the actions we take. With thousands of trucks on the road every day, we recognize the responsibility to hold ourselves to the highest standards to protect our customers, our employees and our communities. Waste Management's goal is to maintain our world-class safety record. The program has been designed with safety in mind. Each aspect of this program has been reviewed for potential health and safety implications. This includes the materials we do not accept and the reason on why we cannot pick up unknown items and leaking containers.

Eligible Items

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. Console TV's and similar consumer electronics, in limited amounts, are eligible unless they originate from a business. This list is not all-inclusive and may vary depending on state and local regulations. We reserve the right to modify the list.

The quantity of material that can be collected at any one time is limited to the items that can be placed inside the kit bag along with designated items that may be placed outside the bag. Materials that can be placed outside the kit bag include:

- Up to 1 television, 4 vehicle batteries, 5 fluorescent tubes and/or compact florescent lamps (CFL)
- One computer system consisting of one each: CPU/tower, laptop, monitor, keyboard, mouse, and desktop printer
- Up to 25 pounds of electronics with circuit boards such, as a CD ROM, VCR, DVD/CD/tape player, cell phone, MP3 player, desktop scanner, fax machine, microwave and related cords.

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers
- Other poisons, rat poison
- Fertilizer
- Herbicides
- Pesticides

Swimming Pool Chemicals

- Pool acid
- Chlorine: tablets, liquid

➤ Stabilizer

Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluid
- Used oil filters
- Transmission fluid
- Windshield washer fluid

- Hydraulic fluid
- Vehicle batteries
- Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel, 10 gal. max.)

Flammable & Combustible Materials

- Kerosene
- Solvent

Misc. Household

- Household batteries
- Florescent tubes/ Compact fluorescent bulbs
- High intensity lamps
- Hobby glue
- Driveway sealer (max, 5 gal.)

Mercury Containing Devices

- Thermostats
- Thermometers
- Switches

Paint Products

- Oil based paint
- Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stain
- Sealer
- Spray paint
- Artist paint

- Related cords

Household Cleaners

- Ammonia
- Floor stripper
- Drain cleaner
- Floor cleaner
- Tile/shower cleaner
- Carpet/upholstery cleaner
- Rust remover
- Naval jelly

Sharps

(must be placed into a rigid, sealed, puncture resistant container)

- Needles
- Lancets

Electronics with Circuit Boards

- Televisions
- Computer monitors
- CPU/computer tower
- Laptop compute
- Tablet computer
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player
- VCR
- Cell phone
- MP3 player, iPod
- Microwave oven

Ineligible Materials

Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for this program. List is not all-inclusive and will vary depending on state and local regulations. We reserve the right to modify the list.

- Biological Waste
- Ammunition and Explosives
- Appliances
- Asbestos
- Commercial chemicals
- Construction related materials
- Containers over 5 gallons
- Fire Extinguishers
- Food Waste and cooking oil
- Gas cylinders/pressurized cylinders
- Items that are not hazardous
- Liquid mercury/Elemental mercury and broken items that contain mercury
- Materials improperly packaged for transportation
- Materials in leaking containers
- Medicines/pharmaceuticals
- Radioactive materials, including smoke detectors
- Tires
- Trash, including bulky items (example: washers, dryers, and refrigerators)

➤ Unknown or unlabeled materials

The At Your Door program reserves the right to refuse collection of additional items not listed here. The At Your Door service reserves the right to refuse acceptance of any items it deems excluded, a hazard or out of the scope of the program, which is designed for the collection of home generated special materials.

Recycling of Collected Materials

Thanks to our company's vast infrastructure and affiliated entities, we are able to recycle most of the materials collected. Thus, reclaiming valuable resources for the benefit of your community and the environment. The following are some methods used to recycle or treat some of these materials.

- Lamps/CFL's are accepted and managed by WM LampTracker®
- Recyclables (bottles, empty containers) to WM MRF when available
- Used oil and Antifreeze – recycling into new products or used as fuel
- Household/vehicle batteries – recycling
- Mercury to WM Mercury Solutions, Inc.'s mercury retort facility
- Flammables to fuel blending (paints, solvents)
- Electronics are managed by WM Recycle America and affiliates

Public Education

The At Your Door team can provide a recommended public education strategy for your community. The purpose of providing this program is to insure an effective communication effort to achieve our mutual goals, which are to insure that every resident understands that they can use the program when it is convenient to them. While not every household will utilize the program, all residents should understand that they have the ability to contact us at anytime. Our public education program recommendations are designed to maintain a respectable level of participation and a high degree of participant satisfaction within the pricing provided for this program.

The At Your Door Special Collection service is committed to the successful implementation of the program proposed in this document. This is a service offered by Waste Management and should be referred to as Waste Management's At Your Door Special CollectionSM service, the At Your Door Special Collection service or the At Your Door service. Please do not refer to it simply as "At Your Door" or "AYD".

Natural Disaster

In the event of a natural disaster affecting the community e.g. a hurricane, the At Your Door Special Collection program will be suspended for a period of six months or other period upon mutual agreement. The At Your Door program is designed for the ordinary collection of home generated special materials, a natural disaster changes the nature of that need. A natural disaster is defined as a community wide event including but not limited to a tornado, hurricane, earthquake, fires and floods.

Participant Surveys

A postage-paid card addressed to the sponsoring agency program manager will be included in the kit sent to participants. The card lists several questions and is considered a "report card" mailed directly to the public agency's designee. In an effort to continually improve our service, we request copies of survey cards or consolidated reports be sent to Shannon Pollacchi, At Your Door Special CollectionSM Marketing Manager at hpollacc@wm.com.

Reports

Items collected are entered into our proprietary database management system (*AYDNet*) by our Service Technicians. This data assists with monitoring the program. You may request a report that provides a summary of the materials collected, then provide that to the public agency. Your customer can track the contents of the waste streams that are collected. Additional data can be provided in Microsoft Excel.

At Your Door Special CollectionSM is a service of Waste Management. Collection services will be provided by a property licensed/permited subsidiary of Waste Management.

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**FIRST AMENDMENT TO MUNICIPAL SOLID WASTE
COLLECTION AND TRANSPORTATION AGREEMENT**

This "**FIRST AMENDMENT TO MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT** (this "Amendment") is entered into as of the 10th day of July, 2018, by and between the City of Montgomery, Texas ("City"), and Waste Management of Texas, Inc. ("Contractor"), a Texas corporation.

WITNESSETH:

WHEREAS, the City and Contractor previously entered into a certain Municipal Solid Waste Collection and Transportation Agreement dated March 24, 2015 (the "Contract"), whereby Contractor was granted the exclusive right to provide residential waste and recyclables collection and commercial waste collection and disposal within the City, as more particularly set forth in the Contract; and

WHEREAS, the City and Contractor desire to modify the Contract, as more particularly set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. Contractor and the City agree to extend the term of the Contract through July 31, 2021.
2. Section 1.25, definition of "Recycling Container or Bin" is hereby deleted and replaced with the following:

1.25 Recycling Container or Cart – A rubber-wheeled receptacle for the deposit of Residential Unit Single Stream Materials with a maximum capacity of 96 gallons constructed of plastic, metal, and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a lid capable of preventing entrance by small animals. The weight of a Cart and its contents shall not exceed 175 pounds.

The following new definitions are hereby added to the Contract:

1.38 Single Stream Materials - All materials deposited by a Customer in the Customer's Recycling Container, including Recyclables and Non-Recyclables.

1.39 Non-Recyclables - any materials in the Single Stream Materials that are not Recyclables.

3. Beginning on November 1, 2018, Contractor is authorized to charge, and shall receive from the City, the rates set forth in the attached Schedule A ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section 10 of the Contract.
4. Section 5.1(d) is hereby superseded and replaced by the following:

(d) **Recycling Carts:** Contractor shall provide one (1) Recycling Cart to each Residential Unit on or before November 1, 2018. Contractor will collect the previously issued Recycling Bins from Residential Unit Customers at that time. As of November 1, 2018, Residential Customers shall deposit all Recyclables in the Recycling Cart and shall no longer use the 18-gallon Recycling Bins. The Recycling Carts furnished by the Contractor shall remain the Contractor's property, and shall remain at the location of the Residential Unit where delivered by Contractor. The Customer shall be responsible for all loss or damage to the Recycling Cart, except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. Any Waste or Recycling Cart removed or stolen from a Residential Unit shall be deemed lost, and Contractor shall be entitled to compensation by the City therefore.

The Customer shall not overload (by weight or volume) a Recycling Cart, and shall use the Recycling Cart only for its proper and intended purpose. Contractor shall not be obligated to collect any Single Stream Materials placed by Residential Unit Customers outside the Recycling Cart or in other types of bins. An additional Recycling Cart is available for Residential Unit Customers at an additional charge to be paid by the Customer per **Schedule A** attached hereto. The City shall aid Contractor in resolving any problems of container location or placement by the Customer.

Contractor may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, and City shall pay and reimburse Contractor for all costs and expenses incurred with respect to such non-conforming Recyclables including costs for processing, transporting and/or disposing of such non-conforming Recyclable Materials. Without limiting the foregoing, City may be charged a contamination fee for additional handling, transporting and/or disposing of Non-Recyclables, contamination, and/or all or part of non-conforming loads.

4. Capital words used in this Amendment shall have the meaning assigned in the Contract or in this Amendment. Nothing contained herein shall be deemed to amend or modify the Contract, except as expressly set forth herein. In the event of a conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

CITY
Montgomery, Texas

CONTRACTOR:
Waste Management of Texas, Inc.

By: Jack Yates

By: [Signature]

Its: Jack Yates, City Administrator

Its: Public Sector Director

Date: September 26, 2018

Date: 9/27/2018

Approved by City Council on 07/10/18.

SCHEDULE "A"

Base Rates

Residential Services

Residential Curbside Cart Waste Service collected once (1) per week limited to the Cart
 Residential Curbside Cart Recycling Service collected once (1) per week limited to the Cart
 Two (2) Bulky Items on the resident's collection day of the week
 At Your Door Collection (on call program)

\$ 18.53 for Waste & Recycle Cart/Month
\$ 13.53 per Extra Waste Cart/Month
\$ 6.00 PER EXTRA RECYCLING CART/MONTH

Commercial Hand Services

Commercial Hand Load Curbside Cart Waste Service collected once (1) per week limited to the
 Cart
 Commercial Hand Load Curbside Cart Recycling Service collected once (1) per week limited to
 the Cart

\$ 27.21 per Cart/Month
\$ 13.53 per Extra Trash Cart/Month
\$ 6.00 per Extra Recycling Cart/Month

City of Montgomery Roll Off Matrix ONLY

Size	Rate Per Haul	Delivery per container	Rental Per Month
20yd	\$338.41	101.52	NA
30yd	394.80	101.52	NA
40yd	501.96	101.52	NA

**SECONCD AMENDMENT TO MUNICIPAL SOLID WASTE
COLLECTION AND TRANSPORTATION AGREEMENT**

This "SECONCD" AMENDMENT TO MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT (this "Amendment") is entered into as of the 17 day of September, 2021, by and between the City of Montgomery, Texas ("City"), and Waste Management of Texas, Inc. ("Contractor"), a Texas corporation.

WITNESSETH:

WHEREAS, the City and Contractor previously entered into a certain Municipal Solid Waste Collection and Transportation Agreement dated March 24, 2015 (the "Contract"), whereby Contractor was granted the exclusive right to provide residential waste and recyclables collection and commercial waste collection and disposal within the City, as more particularly set forth in the Contract; and

WHEREAS, the City and Contractor desire to modify the Contract, as more particularly set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. Contractor and the City agree to extend the term of the Contract through July 31, 2024 the term of Agreement may be extended for additional with two-year extension upon mutual written agreement of the City and Contractor.
2. Beginning on August 1, 2021 Contractor is authorized to charge, and shall receive from the City, the rates set forth in the attached Schedule A ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section 10 of the Contract.
3. No Cost City Services: Contractor shall provide to the City, at no additional cost to the City, the following containers at the following locations, with the following frequency of collection.

City Facilities (all locations) 2 yards and up, up to 2 x week.
Community Cleanup Quarterly with up to 4-30-yard roll offs
Scheduled with operations in advance.
4. Capital words used in this Amendment shall have the meaning assigned in the Contract or in this Amendment. Nothing contained herein shall be deemed to amend or modify the Contract, except as expressly set forth herein. In the event of a conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

CITY

CONTRACTOR:

Montgomery, Texas

Waste Management of Texas, Inc.

By: Sara Countryman
Its: MAYOR, CITY OF MONTGOMERY
Date: 09/17/21

By: [Signature]
Its: PRESIDENT
Date: 8-25-21

Attest: [Signature]



SCHEDULE "A"

Base Rates

Residential Services

Residential Curbside Cart Waste Service collected once (1) per week limited to the Cart
 Residential Curbside Cart Recycling Service collected once (1) per week limited to the Cart
 Two (2) Bulky Items on the resident's collection day of the week
 At Your Door Collection (on call program)

\$ 20.64 for Waste & Recycle Cart/Month
\$ 8.00 per Extra Waste Cart/Month
\$ 8.00 per Extra Recycling Cart/Month

Commercial Hand Services

Commercial Hand Load Curbside Cart Waste Service collected
 once (1) per week limited to the Cart
 Commercial Hand Load Curbside Cart Recycling Service collected
 once (1) per week limited to the Cart

\$ 25.64 per Cart/Month
\$ 8.00 per Extra Trash Cart/Month
\$ 8.00 per Extra Recycling Cart/Month

City of Montgomery Roll Off Matrix ONLY

Size	Rate Per Haul	Delivery per container	Rental Per Month
20yd	356.77	107.58	NA
30yd	416.21	107.58	NA
40yd	536.31	107.58	NA

Montgomery City Council
AGENDA REPORT

Meeting Date: August 08, 2023	Budgeted Amount: N/A
Department: Police Department	Prepared By: Anthony Solomon

Subject

Consideration and possible action on: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING ARTICLE VI, "OPERATION OF GOLF CARTS ON PUBLIC STREETS", OF THE CITY CODE OF ORDINANCES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Recommendation

Approve the amendment to the City of Montgomery Municipal Code by repealing Article VI in its entirety and adopting the amended Article VI as proposed.

Discussion

In order to align with the State of Texas Transportation Code, Article VI needs to be updated. Effective June 1, 2019, Golf Carts, Neighborhood Electric Vehicles and Off-Highway Vehicles must now be issued a license plate or special State issued decal through the Texas Department of Motor Vehicles. (H.B. 1548). The amended Article VI clarifies definitions as well as operational requirements.

Included with the amended ordinance in your packets is an informational flyer and reference material from the State Department of Motor Vehicles broken down by vehicle type.

Approved By

Police Chief	A. Solomon	Date: August 4, 2023
City Administrator	G. Palmer	Date: August 4, 2023

ORDINANCE NO. 2023 - _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING CHAPTER 86 "TRAFFIC AND VEHICLES" OF ARTICLE VI "OPERATION OF GOLF CARTS ON PUBLIC STREETS" OF THE CITY CODE OF ORDINANCES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE CLAUSE AND TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Montgomery, Texas (the "City Council") desires to safeguard the health, safety and general welfare of the City of Montgomery, Texas (the "City") and its citizens; and

WHEREAS, the City Council has reviewed the Police Chief's recommendations and has determined it is desirable to regulate the operation of a golf cart on a public street to ensure public safety, and pursuant to the Texas Transportation Code; and

WHEREAS, Texas Transportation Code Section 551.4031, authorizes the governing body of a municipality to regulate and control the operation of golf carts within the City's legal boundaries and on its public streets to ensure the public safety of the community; and

WHEREAS, pursuant to the Texas Local Government Code Chapter 51.001, the City Council may adopt, publish, amend or repeal an ordinance, rule, or police regulation that is for the good government, peace, and order of the City.

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

SECTION 1. The City Council adopts the findings and recitals above as true and correct.

SECTION 2. Article VI "Operation of Golf Carts on Public Streets" of Chapter 86 "Traffic and Vehicles" is hereby amended and restated in its entirety to read as follows:

"ARTICLE VI. - OPERATION OF GOLF CARTS, NEIGHBORHOOD ELECTRIC VEHICLES, AND OFF-HIGHWAY VEHICLES ON PUBLIC STREETS.

Sec. 86-200. - Purpose.

The purpose of this section is to protect the public health, safety, and welfare of all residents and visitors of the City of Montgomery by regulating the operation of golf carts, neighborhood electric vehicles, and off-highway vehicles on public streets.

Sec. 86-205. - Definitions.

The following words, terms, and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Daytime means the period beginning one-half hour before sunrise and ending one-half hour after sunset as defined by Section 541.401 of the Texas Transportation Code.

Golf cart means a motor vehicle designed by the manufacturer primarily for use on a golf course as defined by Section 551.401 of the Texas Transportation Code.

Highway means the width between the boundary lines of a publicly maintained way any part of which is open to the public for vehicular travel as defined by Section 541.302 of the Texas Transportation Code.

Municipality means the City of Montgomery, Texas.

Neighborhood electric vehicle means a vehicle that can attain a maximum speed of 35 miles per hour on a paved level surface and other complies with Federal Motor Vehicle Safety Standards 500 (49 CFR Section 571.500) as defined by Section 551.301 of the Texas Transportation Code.

Off-highway vehicle means an all-terrain vehicle, recreational off-highway vehicle, or utility vehicle as defined by Section 551A.001(1-d) of the Texas Transportation Code.

Public street means a publicly-owned or dedicated road, street, drive, or other right-of-way for the use of vehicles within the corporate boundaries of the city.

Residential subdivision means a subdivision, planned unit development, townhouse regime, or similar planned development in which all land has been divided into two or more parts and is subject to restrictions that: (a) limit a majority of the land subject to the dedicatory instruments, excluding streets, common areas, and public areas, to residential use for single-family homes, townhomes, or duplexes only; (b) are recorded in the real property records of the county in which the residential subdivision is located; and (c) require membership in a property owners' association that has authority to impose regular or special assessments on the property in the subdivision.

Sec. 86-206. - License Plates.

A person may operate a golf cart or an unregistered off-highway vehicle on a highway in a manner authorized by this section only if the vehicle displays a license plate issued by the Texas Department of Motor Vehicles.

The Texas Department of Motor Vehicles may adopt rules relating to the registration and issuance of license plates to neighborhood electric vehicles. Per

Transportation Code Section 551.304(b), a person is not required to register a neighborhood electric vehicle operated in compliance with Section 551.304(a).

Sec. 86-207. - Operation authorized in certain areas.

An operator may operate a golf cart or an unregistered off highway vehicle or a neighborhood electric vehicle:

- (1) in a master planned community:
 - (A) that (for golf carts in a residential subdivision or) has in place a uniform set of restrictive covenants; and
 - (B) for which a municipality has approved a plat (for golf carts - one or more plats);
- (2) on a public or private beach that is open to vehicular traffic (except off-highway vehicle operation on public land or beach; safety certificate required Sec. 551A.031 Texas Transportation Code); or
- (3) on a highway for which the posted speed limit is not more than 35 miles per hour, if the golf cart or off-highway vehicle or neighborhood electric vehicle is operated:
 - (A) during the daytime; and
 - (B) not more than two miles (for golf carts - five miles) from the location where the golf cart or off-highway vehicle or neighborhood electric vehicle is usually parked and for transportation to or from a golf course.

Notwithstanding Sec. 86-206, a person may operate a golf cart in a master planned community described by Sec. 86-207(1) without a golf cart license plate on a highway for which the posted speed limit is not more than 35 miles per hour, including through an intersection of a highway for which the posted speed limit is more than 35 miles per hour.

A neighborhood electric vehicle may be operated only on a street or highway for which the posted speed limit is 45 miles per hour or less. A neighborhood electric vehicle may cross a road or street at an intersection where the road or street has a posted speed limit of more than 45 miles per hour. A neighborhood electric vehicle may not be operated on a street or highway at a speed that exceeds the lesser of (1) the posted speed limit; or (2) 35 miles per hour.

Sec. 86-208. - Prohibition of operation in certain areas by a municipality.

A municipality may prohibit the operation of a golf cart or an unregistered off-highway vehicle on a highway under Section 86-207 if the governing body of the municipality determines that the prohibition is necessary in the interest of safety.

A municipality may prohibit the operation of a neighborhood electric vehicle on a street or highway if the governing body of the municipality determines that the prohibition is necessary in the interest of safety.

Sec. 86-209. - Operation on highway authorized by municipality.

In addition to the operation authorized by Sec. 86-207, the governing body of a municipality may allow an operator to operate a golf cart or an unregistered off highway vehicle on all or part of a highway that:

- (1) is in the corporate boundaries of the municipality; and
- (2) has a posted speed limit of not more than 35 miles per hour.

Sec. 86-210. - Crossing intersections.

A golf cart or an unregistered off-highway vehicle may cross a highway at an intersection, including an intersection with a highway that has a posted speed limit of more than 35 miles per hour.

Sec. 86-211. - Crossing highway at point other than intersection.

The operator of an off-highway vehicle may drive the vehicle across a highway that is not an interstate or limited access highway at a point other than an intersection if the operator:

- (1) brings the vehicle to a complete stop before crossing the shoulder or main traveled way of the roadway;
- (2) yield the right-of-way to oncoming traffic that is an immediate hazard; and
- (3) makes the crossing:
 - (A) at an angle of approximately 90 degrees to the roadway;
 - (B) at a place where no obstruction prevents a quick and safe crossing; and
 - (C) with the vehicle's headlights and taillights lighted.

Notwithstanding, the operator of an off-highway vehicle may drive the vehicle across a divided highway other than an interstate or limited access highway only at an intersection of the highway with another highway.

Sec. 86-212. - Equipment.

A golf cart operated under Sec. 86-209 must have the following equipment:

- (1) headlamps
- (2) taillamps;
- (3) reflectors;
- (4) parking brake; and
- (5) mirrors.

Sec. 86-213. - Equipment and safety requirements.

An off-highway vehicle that is operated on a highway must be equipped per Transportation Code Chapter 551A.071.

Sec. 86-214. - Additional equipment requirements for slow-moving vehicles.

A golf cart, neighborhood electric vehicle, or off-highway vehicle that is operated at a speed of not more than 25 miles per hour is required to display a slow-moving vehicle emblem when it is operated on a highway. (Transportation Code 547.703(d))

Sec. 86-215. - Driver's license requirement.

An operator of a golf cart or off-highway vehicle must possess a valid driver's license (or learner's permit with adult present) to operate either vehicle on a public roadway.

Sec. 86-216. - Exception to financial responsibility requirement.

Texas Transportation Code Section 601.051 states that a person may not operate a motor vehicle in this state unless financial responsibility is established for that vehicle. Texas Transportation Code Section 601.052 states that Section 601.051 does not apply to:

- (1) a neighborhood electric vehicle that is operated only as authorized by Texas Transportation Code Section 551.304;
- (2) a golf cart that is operated only as authorized by Section 551.403;
- (3) an off-highway vehicle that is operated only as authorized by Subchapter C, of the Texas Transportation Code Section 551A or Chapter 29 Parks and Wildlife Code.

Secs. 86-217 – 86-235. - Reserved."

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. All other ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance on all ordinances or sections of the City Code not specifically amended or repealed shall remain in full force and effect.

SECTION 5. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, of the Texas Government Code.

SECTION 6. This Ordinance shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED by the City Council of the City of Montgomery, Texas on the ___ day of _____, 2023.

CITY OF MONTGOMERY, TEXAS

Byron Sanford, Mayor

ATTEST:

Nicola Browe, City Secretary

APPROVED AS TO FORM:

Alan P. Petrov, City Attorney

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING ARTICLE VI, "OPERATION OF GOLF CARTS ON PUBLIC STREETS", OF THE CITY CODE OF ORDINANCES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the changes in Texas law, Texas Transportation Code permits the operation of golf carts, neighborhood electric vehicles, and off-highway vehicles within a municipality under certain conditions; and

WHEREAS, the changes in Texas law, Texas Transportation Code grants to a municipality the authority to prohibit the operation of a golf cart, a neighborhood electric vehicle, or an unregistered off-highway vehicle on a highway if the governing body of the municipality determines that the prohibition is necessary in the interest of safety; and

WHEREAS, upon the recommendation of the City of Montgomery Police Department, the City Council of the City of Montgomery, Texas, agrees that establishing the regulations and prohibitions set forth in this Ordinance are necessary in the best interest of public health, safety, and welfare, and to promote orderly and safe operations of vehicles within the City;

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

SECTION 1. That the city code of ordinances Article VI is hereby amended, such that it reads, in its entirety, as follows:

ARTICLE VI. – OPERATION OF GOLF CARTS, NEIGHBORHOOD ELECTRIC VEHICLES, AND OFF-HIGHWAY VEHICLES ON PUBLIC STREETS.

Sec. 86-200. – Purpose.

The purpose of this section is to protect the public health, safety, and welfare of all residents and visitors of the City of Montgomery by regulating the operation of golf carts, neighborhood electric vehicles, and off-highway vehicles on public streets.

Sec. 86-205. – Definitions.

The following words, terms, and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***Daytime* means the period beginning one-half hour before sunrise and ending one -half hour after sunset as defined by Section 541.401 of the Texas Transportation Code.**

Golf cart means a motor vehicle designed by the manufacturer primarily for ~~transporting persons on a golf course.~~ use on a golf course as defined by Section 551.401 of the Texas Transportation Code.

Highway means the width between the boundary lines of a publicly maintained way any part of which is open to the public for vehicular travel as defined by Section 541.302 of the Texas Transportation Code.

Municipality means the City of Montgomery, Texas.

Neighborhood electric vehicle means a vehicle that can attain a maximum speed of 35 miles per hour on a paved level surface and other complies with Federal Motor Vehicle Safety Standards 500 (49 CFR Section 571.500) as defined by Section 551.301 of the Texas Transportation Code.

Off-highway vehicle means an all-terrain vehicle, recreational off-highway vehicle, or utility vehicle as defined by Section 551A.001(3) of the Texas Transportation Code.

Public street means a publicly-owned or dedicated road, street, drive, or other right-of-way for the use of vehicles within the corporate boundaries of the city.

Residential subdivision means a subdivision, planned unit development, townhouse regime, or similar planned development in which all land has been divided into two or more parts and is subject to restrictions that: (a) limit a majority of the land subject to the dedicatory instruments, excluding streets, common areas, and public areas, to residential use for single-family homes, townhomes, or duplexes only; (b) are recorded in the real property records of the county in which the residential subdivision is located; and (c) require membership in a property owners' association that has authority to impose regular or special assessments on the property in the subdivision.

~~Sec. 86-206.— Golf carts permitted and restricted.~~

~~A person may operate a golf cart on a public street if:~~

- ~~(1) The maximum speed limit on the public street is 35 miles per hour or less;~~
- ~~(2) Notwithstanding subsection (1) of this section, a person is directly crossing an intersection, including a road or street that has a posted speed limit of more than 35 miles per hour, in accordance with applicable state law. Intersection means the common area at the junction of two highways, streets or roads from curb to curb.~~
- ~~(3) The person has a valid driver's license;~~
- ~~(4) The person maintains current financial responsibility for the golf cart, as required of other passenger vehicles in the V.T.C.A., Transportation Code § 601.051;~~
- ~~(5) The person complies with all applicable federal, state, and local laws and ordinances;~~
- ~~(6) The golf cart has the following equipment:~~

- a. ~~Headlamps;~~
 - b. ~~Tail lamps;~~
 - c. ~~Reflectors;~~
 - d. ~~A parking brake;~~
 - e. ~~Mirrors; and~~
 - f. ~~A slow moving vehicle emblem.~~
- (7) ~~While the golf cart is in motion, the driver and every passenger in a golf cart is seated in a seat designed to hold passengers. No person may stand or ride in the lap of the driver and/or other passengers of a golf cart while it is moving; and~~
- (8) ~~The person completes and signs a city supplied registration permit application form, accompanied by a fee as currently established or as hereafter adopted by resolution of the city council from time to time, along with proof of financial responsibility as required herein, which shall contain the following:~~
- a. ~~Name, address, email address and telephone number of the owner;~~
 - b. ~~Location where the golf cart is regularly stored overnight;~~
 - c. ~~Model, make, name and golf cart identification number;~~
 - d. ~~Current driver's license number of the owner;~~
 - e. ~~Statement that the registration permit holder and any user shall indemnify and hold harmless the city for any and all civil liability associated with said registration, and waives any and all rights to sue or allow subrogation by an insurance company.~~

Sec. 86-206. – License plates.

A person may operate a golf cart or an unregistered off-highway vehicle on a highway in a manner authorized by this section only if the vehicle displays a license plate issued by the Texas Department of Motor Vehicles.

The Texas Department of Motor Vehicles may adopt rules relating to the registration and issuance of license plates to neighborhood electric vehicles. Per Transportation Code Section 551.304(b), a person is not required to register a neighborhood electric vehicle operated in compliance with Section 551.304(a).

Sec. 86-207. - Operation authorized in certain areas.

An operator may operate a golf cart or an unregistered off highway vehicle or a neighborhood electric vehicle:

- (1) in a master planned community:

- (A) that (for golf carts in a residential subdivision or) has in place a uniform set of restrictive covenants; and
 - (B) for which a municipality has approved a plat (for golf carts – one or more plats);
- (2) on a public or private beach that is open to vehicular traffic (except off-highway vehicle operation on public land or beach; safety certificate required Sec. 551A.031 Texas Transportation Code); or
 - (3) on a highway for which the posted speed limit is not more than 35 miles per hour, if the golf cart or off-highway vehicle or neighborhood electric vehicle is operated:
 - (A) during the daytime; and
 - (B) not more than two miles (for golf carts – five miles) from the location where the golf cart or off-highway vehicle or neighborhood electric vehicle is usually parked and for transportation to or from a golf course.

Notwithstanding Sec. 86-206, a person may operate a golf cart in a master planned community described by Sec. 86-207(1) without a golf cart license plate on a highway for which the posted speed limit is not more than 35 miles per hour, including through an intersection of a highway for which the posted speed limit is more than 35 miles per hour.

A neighborhood electric vehicle may be operated only on a street or highway for which the posted speed limit is 45 miles per hour or less. A neighborhood electric vehicle may cross a road or street at an intersection where the road or street has a posted speed limit of more than 45 miles per hour. A neighborhood electric vehicle may not be operated on a street or highway at a speed that exceeds the lesser of (1) the posted speed limit; or (2) 35 miles per hour.

Sec. 86-208. – Prohibition of operation in certain areas by a municipality.

A municipality may prohibit the operation of a golf cart or an unregistered off-highway vehicle on a highway under Section 86-207 if the governing body of the municipality determines that the prohibition is necessary in the interest of safety.

A municipality may prohibit the operation of a neighborhood electric vehicle on a street or highway if the governing body of the municipality determines that the prohibition is necessary in the interest of safety.

Sec. 86-209. – Operation on highway authorized by municipality.

In addition to the operation authorized by Sec. 86-207, the governing body of a municipality may allow an operator to operate a golf cart or an unregistered off highway vehicle on all or part of a highway that:

- (1) is in the corporate boundaries of the municipality; and
- (2) has a posted speed limit of not more than 35 miles per hour.

Sec. 86-210. – Crossing intersections.

A golf cart or an unregistered off-highway vehicle may cross a highway at an intersection, including an intersection with a highway that has a posted speed limit of more than 35 miles per hour.

Sec. 86-210-1. Crossing highway at point other than intersection.

The operator of an off-highway vehicle may drive the vehicle across a highway that is not an interstate or limited access highway at a point other than an intersection if the operator:

(1) brings the vehicle to a complete stop before crossing the shoulder or main traveled way of the roadway;

(2) yield the right-of-way to oncoming traffic that is an immediate hazard; and

(3) makes the crossing:

(A) at an angle of approximately 90 degrees to the roadway;

(B) at a place where no obstruction prevents a quick and safe crossing; and

(C) with the vehicle's headlights and taillights lighted.

Notwithstanding, the operator of an off-highway vehicle may drive the vehicle across a divided highway other than an interstate or limited access highway only at an intersection of the highway with another highway.

Sec. 86-211. – Equipment.

A golf cart operated under Sec. 86-209 must have the following equipment:

(1) headlamps;

(2) taillamps;

(3) reflectors;

(4) parking brake; and

(5) mirrors.

Sec. 86-211-1. – Equipment and safety requirements.

An off-highway vehicle that is operated on a highway must be equipped per Transportation Code Chapter 551A.071.

Sec. 86-212. – Additional equipment requirements for slow-moving vehicles.

A golf cart, neighborhood electric vehicle, or off-highway vehicle that is operated at a speed of not more than 25 miles per hour is required to display a slow-moving vehicle emblem when it is operated on a highway. (Transportation Code 547.703(d))

Sec. 86-213. – Driver’s license requirement.

Pursuant to the Texas Attorney General’s office, KP-0364, that the requirement to possess a driver’s license to operate a vehicle on a public roadway applies to the operation of golf carts and off-highway vehicles while on a public road. Yes, an operator of a golf cart or off-highway vehicle must possess a valid driver’s license (or learner’s permit with adult present) to operate either vehicle on a public roadway.

Sec. 86-214 – Exception to financial responsibility requirement.

Texas Transportation Code Section 601.051 states that a person may not operate a motor vehicle in this state unless financial responsibility is established for that vehicle. Texas Transportation Code Section 601.052 states that Section 601.051 does not apply to:

- (1) a neighborhood electric vehicle that is operated only as authorized by Texas Transportation Code Section 551.304;
- (2) a golf cart that is operated only as authorized by Section 551.403
- (3) an off-highway vehicle that is operated only as authorized by Subchapter C, of the Texas Transportation Code Section 551A or Chapter 29 Parks and Wildlife Code.

State Law references – Amended by: *Texas Statutes, Transportation Code, HB 1548 06.14.2019; Texas Statutes, Transportation Code, HB 1281 06.15.2021.*

SECTION 2. This amendment as codified in Article VI of the City Code, shall prevail and all other ordinances in conflict are hereby repealed to the extent of any conflict.

SECTION 3. This ordinance shall take effect immediately upon its passage and adoption.

Passed and adopted by the City Council of the City of Montgomery, Texas this ____ day of _____, 2023.

Byron Sanford, Mayor

Attest:

Nicola Browe, City Secretary

Approved as to form:

Alan P. Petrov, City Attorney



CITY OF MONTGOMERY

101 Old Plantersville Road
 Montgomery, TX 77316
 Tel: 936-597-6434
 Fax: 936-597-6437

GOLF CARTS AND MOST OTHER OFF-HIGHWAY VEHICLES

Texas law now allows golf carts and most other off-highway vehicles to be operated on public roadways. **However**, to legally operate these vehicles, their operation is restricted to certain conditions and requirements. Note: An “off-highway vehicle” includes ATVs, ROVs, UTVs, and sand rails.



Requirements to operate:

- Vehicles must display a license plate issued by TXDMV.
- A vehicle operated at a speed of less than 25 miles per hour is required to display a slow-moving vehicle emblem.
- All traffic laws pertaining to the movement and operation of regular motor vehicles apply and must be obeyed.
- The operator must possess a valid driver’s license (or learner’s permit with an adult present).



A person may operate a golf cart or off-highway vehicle:

- In a master planned community (for golf carts in a residential subdivision or) has in place a uniform set of restrictive covenants; and has an approved plat.
- A public or private beach open to vehicular traffic (off-highway vehicles with safety certifications).
- A public roadway with a posted speed limit not more than 35 miles per hour, operated during the daytime, and not more than 2 miles (5 miles for golf carts) from the location where the vehicle is usually parked and for transportation to or from the golf course.



UNIQUE VEHICLES – Golf Carts

(<https://www.txdmv.gov/motorists/buying-or-selling-a-vehicle/unique-vehicles>)

Unique vehicles include off-highway vehicles, Golf Carts, and Neighborhood Electric Vehicles (NEVs). Off-highway vehicles include All-Terrain Vehicles (ATVs), Recreational Off-Highway Vehicles (ROVs), Utility Vehicles (UTVs), and Sand Rails.

A Golf Cart is a motor vehicle designed by the manufacturer primarily for use on a golf course. TxDMV does not title and register Golf Carts, but Golf Carts are eligible to receive a Golf Cart license plate. You may obtain a Golf Cart license plate from your county tax assessor-collector's office. The county will require a [Form 130-U Application for Texas Title and/or Registration](#).

Golf Carts with a Golf Cart license plate may be operated on roads in the following situations:

- In a master planned community with a uniform set of restrictive covenants and a county or municipality approved plat
- On a public or private beach that is open to vehicular traffic
- On a highway with a posted speed limit of 35 mph, during the daytime and not more than two miles from the location where it is usually parked for transportation to and from a golf course
- To cross intersections, including an intersection with a highway that has a posted speed limit of more than 35 mph.

Golf Carts must have the following minimum equipment:

- Headlamps
- Tail lamps
- Reflectors
- Parking brake
- Mirrors

Additionally, cities or certain counties may authorize operation of Golf Carts on roads within the boundaries of the city or within unincorporated areas of certain counties. The Golf Cart must display a Golf Cart license plate when operated on roads authorized by the city or county. Operation may be authorized only on roads with a speed limit of 35 mph or less.

If operated on the roads at a speed of 25 mph or less, a Golf Cart is required to display a slow-moving vehicle emblem.

Application for Texas Title and/or Registration

Item 4.

General Instructions

With a few exceptions, you are entitled to be informed about the information the department collects about you. The Texas Government Code entitles you to receive and review the information and to request that the department correct any information about you that is incorrect. Please contact the Texas Department of Motor Vehicles at 1-888-368-4689 or 512-465-3000 for details.

This form must be completed and submitted to a county tax assessor-collector's office accompanied by any required application fee, supporting documents, registration fee, if applicable, and any motor vehicle tax due. An application form may be reproduced or faxed. A completed form must contain the original signature of the buyer. The seller's signature may be reproduced or faxed. All title applications must include one of the government-issued photo IDs listed in Box 15. Detailed instructions for completing this form are located in the *Detailed Instructions for Application for Texas Title and/or Registration* (Form VTR-130-UIF).

AVAILABLE HELP

- For assistance in completing this form, contact your county tax assessor-collector.
- For information about motor vehicle sales and use tax or emission fees, contact the Texas Comptroller of Public Accounts, Tax Assistance Section, at 1-800-252-1382 toll free nationwide or call 512-463-4600.
- For title or registration information, contact your county tax assessor-collector or the Texas Department of Motor Vehicles at 1-888-368-4689 or 512-465-3000.

Additional Details

Title Only: License plates and registration insignia previously issued for this motor vehicle must be surrendered in accordance with Transportation Code §501.0275, if applicable, unless this vehicle displays a license plate under an applicable status of forces agreement. The following types of vehicles are not eligible for Title Only: construction machinery (unconventional vehicles), water well drilling units, machinery used exclusively for drilling water wells, construction machinery not designed to transport persons or property, implements of husbandry, farm equipment (including combines), golf carts, slow moving vehicles, or any vehicle with a suspended or revoked title.

Registration Purposes Only: Do not surrender an original out of state title with this application. A Texas title will NOT be issued for a vehicle applying for Registration Purposes Only. The receipt issued upon filing this application will serve as the registration receipt and proof of application for Registration Purposes Only.

• **Foreign Vehicles:** Foreign vehicles applying for Registration Purposes Only must attach DOT Form HS-7 or U.S. Customs Form CF-7501 to indicate the vehicle is: 1) over 25 years old, or 2) complies with Federal Motor Vehicle Safety Standards, or 3) is being imported in the United States for a temporary period by a nonresident or a member of the armed forces of a foreign country on assignment in the U.S., and does not conform to the Federal Motor Vehicle Standards and cannot be sold in the U.S.

Nontitle Registration: Certain trailers, farm equipment, construction machinery, oil well servicing machinery, water well drilling units, etc. are either exempt from, or not eligible for title, but are eligible for, or required to, obtain registration or a specialty plate in order to operate on the highway. Applicants should mark this box only when applicable. **Note:** A lien cannot be recorded on this type of application.

Out of State Vehicles: If the applicant certifies the vehicle is located out of state, self-certification of the Vehicle Identification Number (VIN) is allowed if a VIN verification form issued by a Texas state-approved safety inspection station is not included with the submission of this application. See *Vehicle Identification Number Certification* (Form VTR-270) for more information.

Notice

- The sales and use tax must be paid to the county tax assessor-collector within 30 days from the date of purchase or entry of the vehicle into Texas.
- A \$2.50 transfer fee is paid to transfer current registration to the new owner in addition to the title application fee and other applicable fees. If the registration is not current, full registration fees are due unless applying for Title Only.
- A 6.25 percent motor vehicle sales and use tax is imposed on the sales price (less trade-in allowance) of motor vehicles for use in Texas or a motor vehicle purchased outside of the state and later brought into this state by a Texas resident.
- Standard Presumptive Value (SPV) applies to private-party sales of most used motor vehicles purchased or brought into Texas. The tax is computed on the greater of the sales price or 80 percent of the SPV on the day of title application.
- New Texas residents are subject to a \$90 use tax on a vehicle brought into this state that was previously registered to the new resident in another state or foreign country. This is in lieu of the 6.25 percent use tax imposed on a Texas resident.
- A \$10 gift tax is due when a person receives a motor vehicle as a gift from an immediate family member, guardian, or a decedent's estate. A vehicle donated to, or given by, a non-profit service organization qualifying under IRC 501(c)(3) is also taxed as a gift. Both donor and recipient must sign the Comptroller's joint affidavit, *Affidavit of Motor Vehicle Gift Transfer* (Form 14-317). The affidavit and the title application must be submitted in person by either the donor or recipient.
- A transaction in which a motor vehicle is transferred to another person without payment of consideration and one that does not qualify as a gift described above is a sale and will be subject to tax calculated on the vehicle's standard presumptive value.
- A late penalty equal to 5 percent of the tax will be charged if the tax or surcharge is paid from 1 to 30 calendar days late. If more than 30 calendar days late, the penalty will be 10 percent of the tax; minimum penalty is \$1.
- In addition to the late tax payment penalty, Texas Transportation Code provides for an escalating delinquent transfer penalty of up to \$250 for failure to apply for title within 30 days from the date of title assignment. Submit this application along with proper evidence of ownership and appropriate valid proof of financial responsibility such as a liability insurance card or policy.
- All new residents applying for a Texas title and registration for a motor vehicle must file at a county tax assessor-collector's office within 30 days of establishing residency. Texas law requires that all vehicles previously registered and titled or registered in another state or country be inspected for safety and the vehicle identification number verified before such vehicles may be registered in Texas. These inspections must be made by a state appointed safety inspection station that will complete a Texas Vehicle Inspection Report. This form must be submitted to a county tax assessor-collector with your application for registration and Texas title.

UNIQUE VEHICLES – Off-Highway Vehicles

(<https://www.txdmv.gov/motorists/buying-or-selling-a-vehicle/unique-vehicles>)

Unique vehicles include off-highway vehicles, Golf Carts, and Neighborhood Electric Vehicles (NEVs). Off-highway vehicles include All-Terrain Vehicles (ATVs), Recreational Off-Highway Vehicles (ROVs), Utility Vehicles (UTVs), and Sand Rails.

The TxDMV is required to title off-highway vehicles (ATVs, ROVs, UTVs, and Sand Rails), but these vehicles are not eligible for registration. Off-highway vehicles are eligible to receive an Off-Highway Vehicle license plate, which may be obtained from your county tax assessor-collector's office. For Driver License requirements to operate any of these vehicles, contact the Texas Department of Public Safety. A [Texas Use Tax](#) will apply to vehicles purchased in other states. Find details on paying use tax visit the [Texas Comptroller website](#).

An All Terrain Vehicle (ATV) is a motor vehicle that:

- Has a seat or seats for the rider and one passenger
- Has three or more tires
- Is not more than 50 inches wide
- Is designed for off-highway use
- Is not designed by the manufacturer for farm or lawn care.

A Recreational Off-Highway Vehicle (ROV) is a motor vehicle that:

- Has a seat or seats for the rider and one or more passengers
- Has four or more tires
- Is designed for off-highway use
- Is not designed by the manufacturer for farm or lawn care.

A Utility Vehicle (UTV) is a motor vehicle that:

- Has side by side seating for the operator and passenger
- Has four or more tires
- Is designed for off-highway use
- Is designed by the manufacturer for utility work and not for recreational purposes.

A Sand Rail is a motor vehicle that:

- Is designed or built for off-highway use in sandy terrains
- Has a tubular frame
- Has an integrated roll cage
- Has an engine that is rear-mounted or placed midway between the front and rear axles
- Has a gross vehicle weight between 700 and 2,000 pounds.

An off-highway vehicle operated on public off-highway vehicle land must have:

- A brake system
- A muffler system
- U.S. Forest Service qualified spark arrester
- A head light and tail light
- [An Off-Highway Vehicle decal](#) issued by the Texas Parks and Wildlife Department.

ATVs, ROVs, UTVs and Sand Rails with an Off-Highway Vehicle license plate may be operated on roads in the following situations:

- In a master planned community with a uniform set of restrictive covenants and a county or municipality-approved plat
- On a road with a posted speed limit of not more than 35 mph, during the daytime and not more than two miles from the location where it is usually parked for transportation to and from a golf course
- To cross intersections, including a road or street that has a posted speed limit of more than 35 mph.

Additionally, cities and certain counties may authorize operation of ATVs, ROVs, UTVs, and Sand Rails on roads within the boundaries of the city or within unincorporated areas of certain counties. The ATV, ROV, UTV and Sand Rail must display an Off-Highway Vehicle license plate when operated on roads authorized by the city or county. Operation may be authorized only on roads with a speed limit of 35 mph or less. If operated on the roads at a speed of 25 mph or less, an ATV, ROV, UTV and Sand Rail is required to display a slow-moving vehicle emblem.

ATVs, ROVs, UTVs and Sand Rails may be operated on roads without the issuance of a license plate if the vehicle is:

- Owned by a state, county, or municipality and operated on a public beach or highway to maintain public safety and welfare
- Operated by a farmer or a rancher during the daytime and traveling no more than 25 miles from the point of origin to the destination and used in connection with the production, cultivation, harvesting, etc., of agricultural products*
- Operated by a public utility worker during the daytime for utility work and traveling no more than 25 miles from the point of origin to the destination*
- Operated by a law enforcement officer, or other person who provides firefighting, ambulance, medical, or other emergency services, and traveling no more than 10 miles from the point of origin to the destination*.

*ATVs, ROVs, UTVs and Sand Rails operated on a road without an Off-Highway Vehicle license plate require a triangular orange flag (slow moving emblem) mounted to the back of the vehicle at least six feet above ground level and the vehicle's headlights and taillights to be illuminated.

Buy Decals

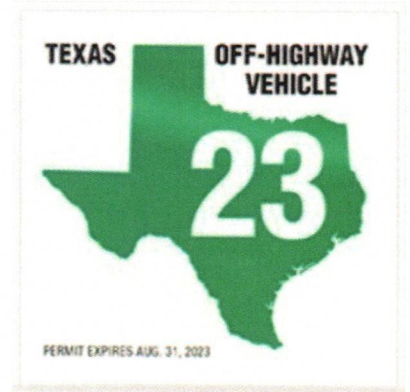
Texas OHV decals are \$16 and are good Sept. 1 - Aug. 31 of the following year.

Revenues generated by the sale of the decals are used to create new and improve existing OHV recreation areas in Texas.

OHV decals are required by law for all individuals operating an OHV in Texas at an [OHV legal venue](#) which is located on the public lands of Texas, or on lands which have received OHV grants from the Texas Parks & Wildlife Department.

Order decals three ways:

- Call the TPWD Service Center at (512) 389-8917 Monday through Friday, 9 a.m. to 5 p.m. CST.
- [Purchase OHV decals online.](#)
- Visit an authorized dealer



Decal purchasing locations

- [North Texas](#)
- [Southeast Texas](#)
- [Central Texas](#)
- [Far South Texas](#)
- [Northwest/Panhandle Texas](#)
- [West Texas](#)

UNIQUE VEHICLES – Neighborhood Electric Vehicles (NEV)

(<https://www.txdmv.gov/motorists/buying-or-selling-a-vehicle/unique-vehicles>)

Unique vehicles include off-highway vehicles, Golf Carts, and Neighborhood Electric Vehicles (NEVs). Off-highway vehicles include All-Terrain Vehicles (ATVs), Recreational Off-Highway Vehicles (ROVs), Utility Vehicles (UTVs), and Sand Rails.

A vehicle is classified as a Neighborhood Electric Vehicle (NEV) if it has:

- A maximum speed of 35 mph
- Four tires
- Seat belts
- Head and tail lights
- A windshield
- A parking brake
- Turn signals
- Rear-view mirrors
- Brake lights
- Reflectors
- A valid 17-digit Vehicle Identification Number (VIN).

To title and register your NEV, take the following to your county tax assessor-collector's office:

- Evidence of ownership, such as a Manufacturer Certificate of Origin or title
- A completed [Application for Texas Title and/or Registration \(Form 130-U\)](#)
- Proof of insurance

Application for Texas Title and/or Registration

Item 4.

Applying for (please check one): <input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration						TAX OFFICE USE ONLY					
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____						County: _____					
						Doc #: _____					
						<input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____					
1. Vehicle Identification Number		2. Year	3. Make	4. Body Style		5. Model	6. Major Color		7. Minor Color		
8. Texas License Plate No.	9. Odometer Reading (no tenths)		10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt			11. Empty Weight		12. Carrying Capacity (if any)			
13. Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit						14. Applicant Photo ID Number or FEIN/EIN					
15. ID Type <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID											
16. Applicant First Name (or Entity Name)			Middle Name		Last Name			Suffix (if any)			
17. Additional Applicant First Name (if applicable)			Middle Name		Last Name			Suffix (if any)			
18. Applicant Mailing Address				City		State		Zip		19. Applicant County of Residence	
20. Previous Owner Name (or Entity Name)			City		State		21. Dealer GDN (if applicable)		22. Unit No. (if applicable)		
23. Renewal Recipient First Name (or Entity Name) (if different)			Middle Name		Last Name			Suffix (if any)			
24. Renewal Notice Mailing Address (if different)			City		State		Zip				
25. Applicant Phone Number (optional)		26. Email (optional)			27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #26)		28. Communication Impediment? <input type="checkbox"/> Yes (Attach Form VTR-216)				
29. Vehicle Location Address (if different)				City		State		Zip			
30. Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR-267)		31. Electronic Title Request <input type="checkbox"/> Yes (Cannot check #30)		32. Certified/eTitle Lienholder ID Number (if any)				33. First Lien Date (if any)			
34. First Lienholder Name (if any)		Mailing Address			City		State		Zip		
35. Check only if applicable: MOTOR VEHICLE TAX STATEMENT											
<input type="checkbox"/> I hold Motor Vehicle Retailer (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046[c]) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002[c]). GDN or Lessor Number _____											
36. Trade-In (if any) Year Make Vehicle Identification Number								37. Additional Trade-In(s) <input type="checkbox"/> Yes			
38. Check only if applicable: SALES AND USE TAX COMPUTATION											
<input type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted) \$ _____				<input type="checkbox"/> \$90 New Resident Tax – (Previous State) _____							
(b) Less Trade-in Amount, described in Box 36 above \$ _____				<input type="checkbox"/> \$5 Even Trade Tax							
(c) For Dealers/Lessors/Rental ONLY – Fair Market Value Deduction, described in Box 36 above \$ _____				<input type="checkbox"/> \$10 Gift Tax – Attach Comptroller Form 14-317							
(d) Taxable Amount (Item a minus Item b or Item c) \$ _____				<input type="checkbox"/> \$65 Rebuilt Salvage Fee							
(e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ _____				<input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____							
(f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ _____				<input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____							
(g) Tax Paid to _____ (STATE) \$ _____				<input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: _____							
(h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ _____				<input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)							
CERTIFICATION – State law makes falsifying information a third degree felony											
I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable). <input type="checkbox"/> (Check only if applicable) I certify I am applying for a corrected title and the original Texas Certificate of Title is lost or destroyed.											
Signature(s) of Seller(s), Donor(s), or Trader(s)				Printed Name(s) (Same as Signature(s))				Date			
Signature of Applicant/Owner				Printed Name (Same as Signature)				Date			
Signature(s) of Additional Applicant(s)/Owner(s)				Printed Name(s) (Same as Signature(s))				Date			

Application for Texas Title and/or Registration

Item 4.

General Instructions

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Notice

- The sales and use tax must be paid to the county tax assessor-collector within 30 days from the date of purchase or entry of the vehicle into Texas.
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Montgomery City Council
AGENDA REPORT

Meeting Date: August 8, 2023	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on the annual permit renewal for Cedar Crest Mobile Home Park.

Recommendation

Staff recommends renewing the annual permit for Cedar Crest Mobile Home Park as presented.

Discussion

Cedar Crest Mobile Home Park, located on Old Plantersville Road, is the only mobile home park within the city and operates under an annual permit issued by the city. Until last year, the park was inspected annually for deficiencies such as loose skirting around trailers, debris, etc. in conjunction with the permit renewal. The new owners of the park have provided a letter from the city dated July 21, 2000 that confirms the park's status as an "existing, non-conforming" park.

Chapter 54 of the City Code of Ordinances prescribes the specific process for renewal of the annual permit for an existing, non-conforming park. The park is not subject to inspection as part of the permit renewal. However, the city has the right to inspect the park at any time for code violations.

Staff recommends approval of the annual permit. The park owners meet the requirements for renewal and have submitted all required information along with the \$50 fee.

Approved By

Assistant City Administrator	Dave McCorquodale	Date: 08/02/2023
City Administrator	Gary Palmer	Date: 08/02/2023

Cedar Crest Mobile Home Park Roster**Rent Roll**

Cedar Crest Mobile Home Park
Submitted 7/21/23

Address	Tenant(s)	Lease Start Date	Lease End Date	Lot Size
Lot 1	Carolyn Taylor & Robert Fullen	6/1/2023	5/31/2024	Double+
Lot 2	Sadie Lopez & Michael Blue	6/1/2023	5/31/2024	Single
Lot 3	Jamie Leden	6/1/2023	5/31/2024	Single
Lot 4	Nain Rodriguez	6/1/2023	5/31/2024	Single
Lot 5	Matt Wisenbaker	6/1/2023	5/31/2024	Single
Lot 6	David Blankenship	6/1/2023	5/31/2024	Single
Lot 7	Camelia Candelas	6/1/2023	5/31/2024	Single
Lot 8	David Cruz Fabian, Evelyn Citlali Orrostieta Serna	6/1/2023	5/31/2024	Double
Lot 9	Aimee Armstrong	6/1/2023	5/31/2024	Double
Lot 10	Teresa Ray	6/1/2023	5/31/2024	Double
Lot 11	Tabitha Lawson	6/1/2023	5/31/2024	Single
Lot 12	Andrea Gonzalez	6/1/2023	5/31/2024	Single
Lot 13	Edward Flint	6/1/2023	5/31/2024	Single
Lot 14	Mel & Bobbie Benedict	6/1/2023	5/31/2024	Double
Lot 15-16	Juan & Nancy Saldana	6/1/2023	5/31/2024	Double+
Lot 17	Ronald & Theresa Segrest	6/1/2023	5/31/2024	Single
Lot 18	Marilyn Clanton	6/1/2023	5/31/2024	Single
Lot 19	Jorge Macias	6/1/2023	5/31/2024	Single
Lot 20	Domingo Moreno	6/1/2023	5/31/2024	Single
Lot 21	Sergio & Berenice Muniz	6/1/2023	5/31/2024	Single
Lot 22	John Connealy	6/1/2023	5/31/2024	Single
Lot 23	Tom & Linda Jenkins	6/1/2023	5/31/2024	Double+
Lot 24	Michael Bellard Jr & Lindsey Hildebrand	6/1/2023	5/31/2024	Double
Lot 25	Christopher Morgan	6/1/2023	5/31/2024	Double
Lot 26	Raul Fabian Navarrete	6/1/2023	5/31/2024	Single
Lot 27	Fabiana Ruiz Paredes, Jose Ramirez Zavala	6/1/2023	5/31/2024	Single
Lot 28	Chandra Hicks	6/1/2023	5/31/2024	Single
Lot 29	Glen Childress	6/1/2023	5/31/2024	Single
Lot 30	Robert Brewer & Jessica Jenkins	6/1/2023	5/31/2024	Double+



CITY OF MONTGOMERY

P. O. BOX 708 MONTGOMERY, TEXAS 77356

Telephone: (409) 597-6434 / 597-6866

July 21, 2000

Certified Mail
Return Receipt Requested

Ms. Marcey Bennett
P.O. Box 1031
Montgomery, Texas 77356

Dear Ms. Bennett,

On April 20, 1999 the City Council of the City of Montgomery adopted Ordinance 1999-4 concerning HUD-Code manufactured homes. A copy of this ordinance is enclosed for your review.

The City of Montgomery is now fully implementing all provisions of this ordinance. As an owner of an existing manufactured home park, the ordinance requires you to comply with certain sections of the ordinance.

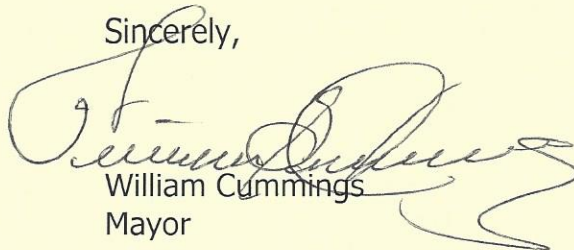
Since your park is designated as an existing, non-conforming park, you are required to complete a renewal application form. This form is enclosed.

Please complete this form and return to Carol Langley, our city secretary, together with the application fee of \$50.00 by September 1, 2000. A copy of a park register with the name, address and occupant of each home in the park and listing the model, serial number, year and dimensions of the home must accompany the application. The original must be kept in the park office and updated as necessary. The City Council will then act on your application at its next scheduled meeting.

This application will place you in compliance with the ordinance for calendar year 2000. You will need to submit a renewal application before December 1, 2000 for calendar year 2001.

Should you have any questions please contact our city secretary, Carol Langley.

Sincerely,

A handwritten signature in cursive script, appearing to read "William Cummings".

William Cummings
Mayor

enclosures

- (c) *Hearing on denial.* Any person whose application for a license has been denied may request, in writing and within ten days, a rehearing, which shall be granted by the city council.
- (d) *Application for renewal.* Application for renewal of a license shall be made in writing by the licensee on forms furnished by the city council on or before December 1 of each year. The application shall contain any change in the information occurring after the original license was issued or the latest renewal granted, and be accompanied by the HUD code manufactured home park register as provided for in this article.
- (e) *License fee.* All original license applications or renewals thereof shall be accompanied by a fee as currently established or as hereafter adopted by resolution of the city council from time to time. All renewal fees shall be due on the issuance of the license.
- (f) *Procedure for transfer of license.* Every person holding a license shall give notice in writing to the city council within 15 days after having sold, transferred, given away or otherwise disposed of interest in or control of any HUD code manufactured home park. Application for transfer of license shall be made not later than 15 days after the date of the sale, transfer, or gift, or other disposition of interest in or control of the HUD code manufactured home park, and the city council shall act thereon at the next regularly scheduled meeting.
- (g) *Fee for transfer of license.* All applications for license transfer shall be accompanied by a fee as currently established or as hereafter adopted by resolution of the city council from time to time.
- (h) *Notice of violation; suspension.* Whenever the city council finds that conditions or practices exist which are in violation of any provisions of this article, it shall give notice in writing, in accordance with section 54-24, to the permittee or licensee, or the permittee's or licensee's agent, that unless conditions or practices in violation of this article are corrected within a reasonable period of time of not less than 30 days and not more than one year as specified in such notice, the license or permit shall be suspended. At the end of the period of time granted for correction, if the conditions or practices have not been corrected, the city council may suspend the license and give notice in writing of the suspension to the licensee or the licensee's agent at the address provided in the application. Upon receipt of a notice of suspension, the licensee shall cease operation of the HUD code manufactured home park within ten days after the notice is issued.

(Code 2002, § 54-62; Ord. No. 1999-4, § 4, 4-20-1999)

Secs. 54-56—54-83. Reserved.

DIVISION 3. PARK REGULATIONS AND STANDARDS

Sec. 54-84. Responsibility for compliance.

It shall be the responsibility of a licensee under this article to ensure that all requirements of this article are met and maintained. Any HUD code manufactured mobile home park issued an initial license after adoption of the ordinance from which this article is derived that is found to be in violation of any provisions of this article shall be notified in writing by the city council in accordance with section 54-24, and upon failure to comply, the license shall be revoked.

(Code 2002, § 54-81; Ord. No. 1999-4, § 8(P), 4-20-1999)

Sec. 54-85. Nonconforming parks.

- (a) Any HUD code manufactured home park in use and/or existence on the effective date of the ordinance from which this article is derived, and not complying with all applicable provisions of this article, shall be

(Supp. No. 5)

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considered a nonconforming HUD code manufactured home park. Nonconforming parks shall comply with the requirements of section 54-55(d) through (h).

- (b) Any land area added to a nonconforming HUD code manufactured home park shall conform to all requirements of this article.

(Code 2002, § 54-82; Ord. No. 1999-4, § 8(Q), 4-20-1999)

Sec. 54-86. Mobile homes prohibited.

- (a) Mobile homes shall not be allowed in a HUD code manufactured home park.
- (b) Only HUD code manufactured homes manufactured no more than ten years prior to the date of installation in a HUD code manufactured home park shall be permitted in a HUD code manufactured home park.

(Code 2002, § 54-83; Ord. No. 1999-4, § 2(R)(3), (4), 4-20-1999; Ord. No. 2012-06, § 1, 5-8-2012)

Sec. 54-87. Minimum length and width of homes.

Any manufactured home less than the length and/or width specified in section 54-21 shall not be allowed in a HUD code manufactured home park.

(Code 2002, § 54-84; Ord. No. 1999-4, § 2, 4-20-1999)

Sec. 54-88. Site plan.

- (a) The site plan shall be filed as required by section 54-54(b) and shall show the following:
- (1) The name, address, fee owner and record owner of the proposed or existing HUD code manufactured home park.
 - (2) The name of the subdivision where the park is located.
 - (3) The names of adjacent public streets and roads.
 - (4) Contour lines at two-foot intervals.
 - (5) Locations and dimensions of all HUD code manufactured mobile home spaces, building lines, pipelines, easements, streams, watercourses, city utilities and elevations/locations of BFE must be on a signed and sealed CAD production. Each HUD code manufactured mobile home space shall be numbered.
 - (6) Scale of plan (no smaller than one inch equals 200 feet) and complete dimensions.
 - (7) Density in units per gross area.
 - (8) Area and dimensions of site.
 - (9) Areas defined for waste containers, and method of disposal of garbage and refuse.
 - (10) Location of shower and toilet facilities.
 - (11) Water and sewer plans. Water and sewer plans must be submitted showing the following:
 - a. Sewer line locations, grades and sizes.
 - b. Water line locations and sizes and source of water supply.

Montgomery City Council
AGENDA REPORT

Meeting Date: August 8, 2023	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on approval of construction plans for Montgomery Bend Section Two (Dev. No. 2203).

Recommendation

Staff recommends approval of the construction plans as presented.

Discussion

The engineer’s memo is attached and recommends approval of the plans. The City of Montgomery Development Handbook prescribes that P&Z and City Council both approve the construction plans before the final plat is approved.

The engineers base their review and approval of the construction plans on the design requirements found in the City Code of Ordinances and the City’s adopted Design Criteria Manual. One point of note is the Design Criteria Manual covers engineering details and standards for public infrastructure projects. It does not relate to design artistic quality, aesthetics, or overall design of developments.

Section One plans were approved by P&Z on June 5, 2023 and City Council on July 12, 2023.

Approved By

Assistant City Administrator & Planning & Development Director	Dave McCorquodale	Date: 08/03/2023
City Administrator	Gary Palmer	Date: 08/03/2023



July 27, 2023

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

Re: Submission of Water, Sanitary, Drainage, & Paving Plans
Montgomery Bend Sec. 2 (Dev. No. 2203)
City of Montgomery

Dear Commission:

We reviewed the WSD&P plans submission for the referenced development on behalf of the City of Montgomery (the "City"). Our review was based on the City's Code of Ordinances, Chapter 78 Section 60 and any other applicable chapters, and the City's Design Manual. Our review was also based upon the approved development regulations included as part of the development agreement between the Developer and the City.

We offer no objection to the WSD&P plans as submitted, and we recommend the Commission approve the plans.

If you have any questions or comments, please contact me.

Sincerely,

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

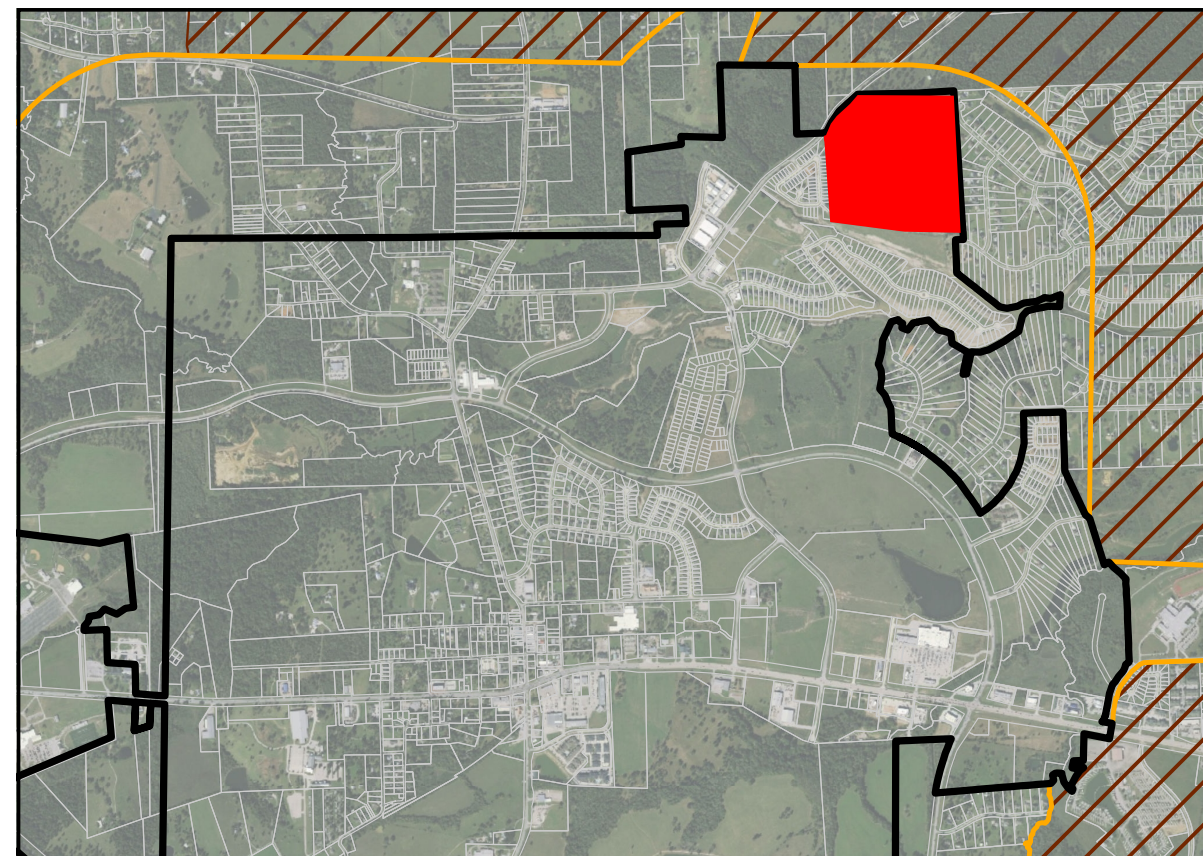
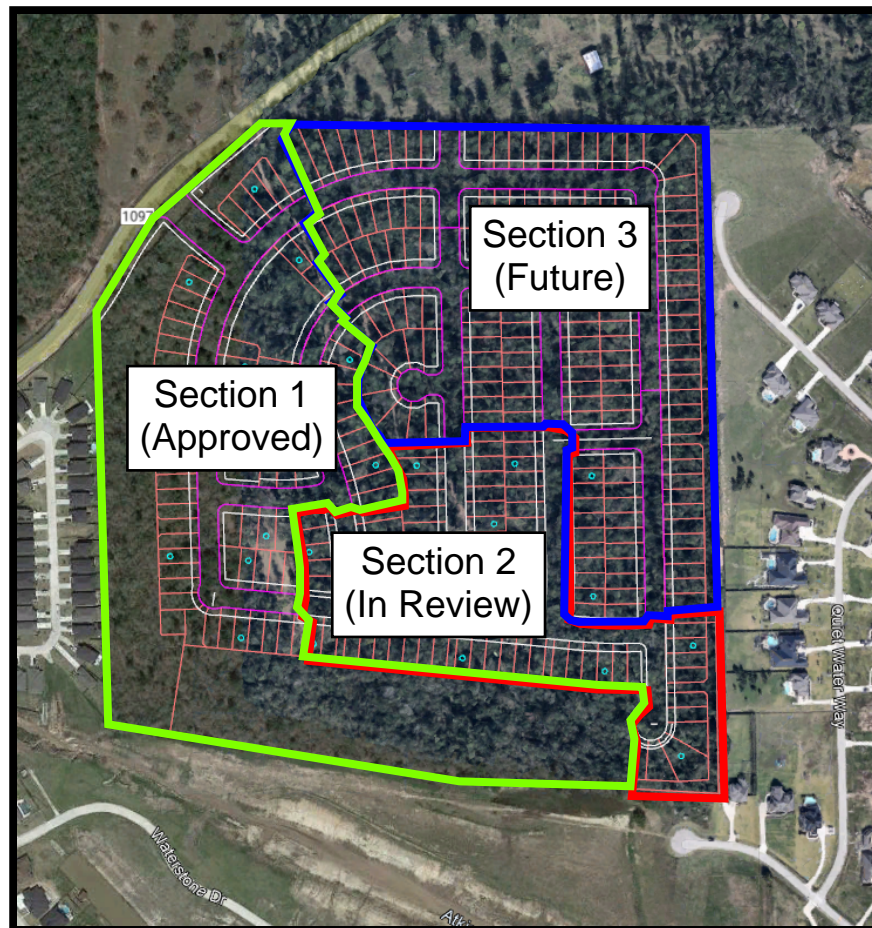
Chris Roznovsky, PE
Engineer for the City

CVR/ajn

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2023\2023.07.27 MEMO TO P&Z RE
Montgomery Bend Sec.2 WSD&P Plans.docx

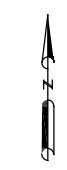
Enclosures: Montgomery Bend Section 2 WSD&P Plans

Cc (via email): The Honorable Mayor and City Council – The City of Montgomery
Mr. Gary Palmer – City of Montgomery, City Administrator
Ms. Nici Browe – City of Montgomery, City Secretary
Mr. Dave McCorquodale – City of Montgomery, Director of Planning & Development
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney



Development Timeline:

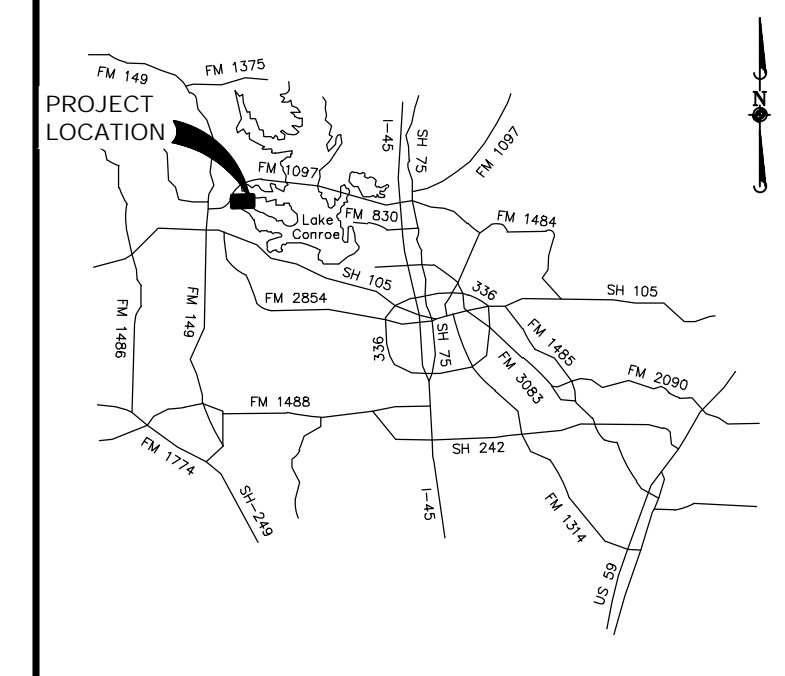
- Escrow Agreement Authorized - April 12, 2022
- Feasibility Presented to the City - May 24, 2022
- Developer Agreement Executed - September 13, 2022
- Clearing & Grubbing Plan Approval - October 25, 2022
- Drainage Impact Analysis Approval - December 22, 2022
- Section 1 Preliminary Plat Approval - March 7, 2023
- Section 2 Preliminary Plat - March 7, 2023
- Mass Grading & Detention Plan Approval - May 3, 2023
- Section 1 WSD&P Plan Approval - July 12, 2023
- Section 2 WSD&P Plan Approval - In Review



DEVELOPER:
PULTE HOMES OF TEXAS
1311 BROADFIELD BLVD, SUITE 100
HOUSTON, TEXAS 77084
(281) 749-8000

CONSTRUCTION OF WATER, SANITARY, DRAINAGE AND PAVING FACILITIES FOR MONTGOMERY BEND SEC 2

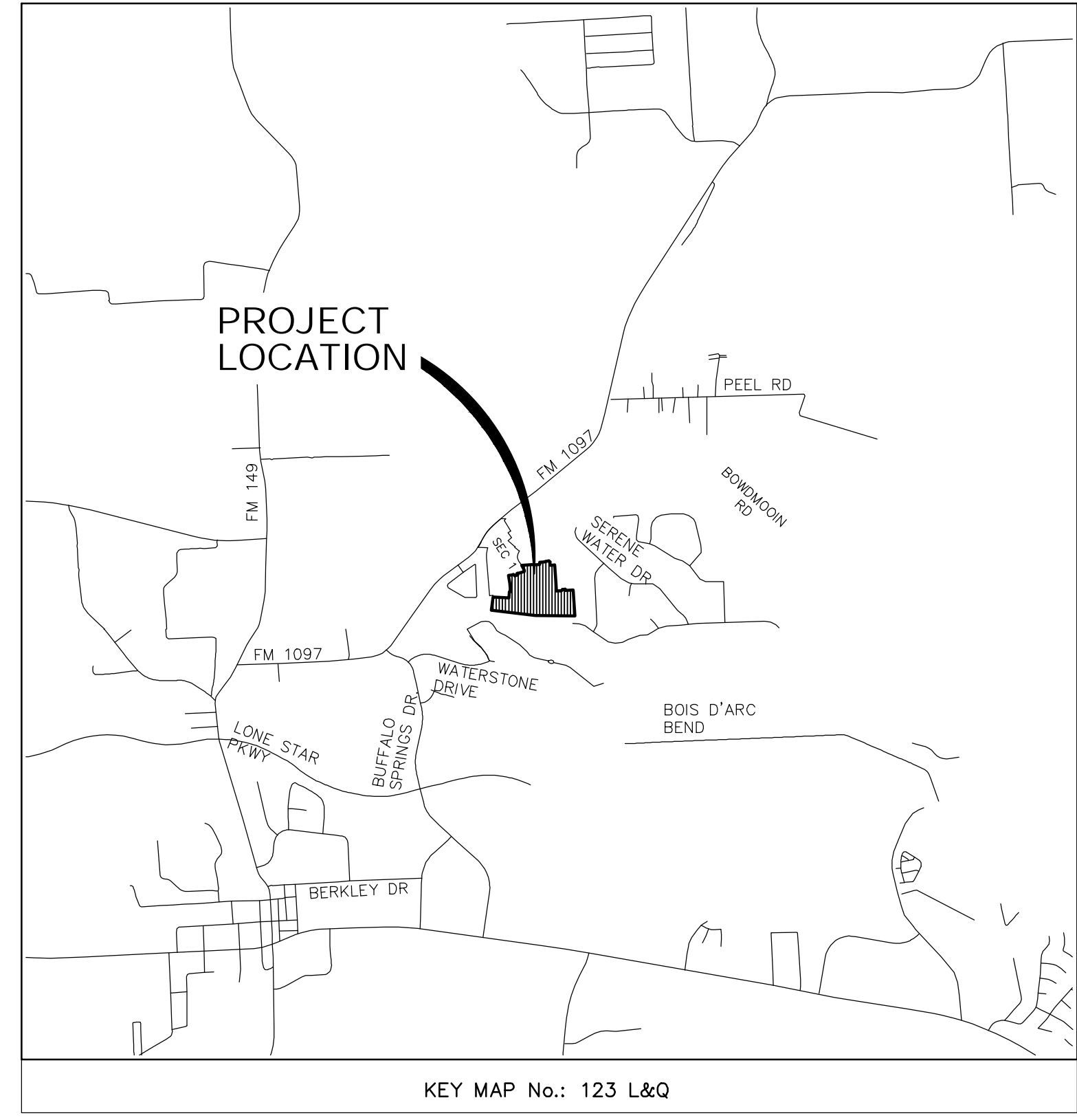
DEVELOPMENT No. 2203
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 224
CITY OF MONTGOMERY
MONTGOMERY COUNTY, TX
610.126.006.00



MONTGOMERY COUNTY AREA VICINITY MAP
N.T.S.

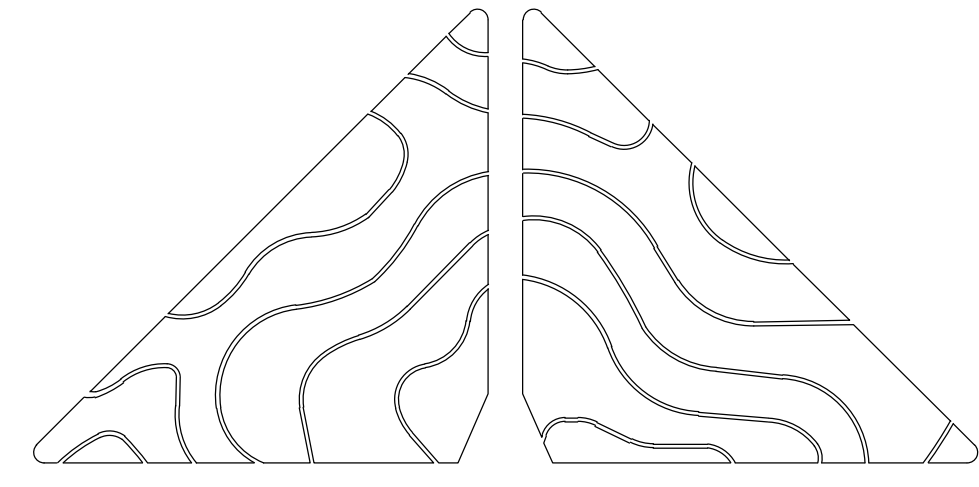
SHEET LIST TABLE

SHEET No.	SHEET TITLE
1	COVER SHEET
2	GENERAL NOTES
3	PROJECT OVERALL
4	WATER & SANITARY LAYOUT
5	DRAINAGE LAYOUT
6	DRAINAGE CALCULATIONS
7	GRADING LAYOUT
8	STORM WATER POLLUTION PREVENTION LAYOUT
9	TRAFFIC SIGNAGE & PAVEMENT MARKINGS LAYOUT
10	LONGHORN RUN DRIVE (STA 1+50 TO 10+50)
11	LONGHORN RUN DRIVE & LOST WAGON DRIVE
12	BLUEBONNET BEND DRIVE
13	HIGH MESA LANE
14	SILVER BUCKLE LANE
15	OUTFALL
16	WATER DETAILS
17	SANITARY SEWER DETAILS
18	STORM SEWER DETAILS
19	PAVING DETAILS
20	MISCELLANEOUS DETAILS
21	LANDSCAPE PLAN



KEY MAP No.: 123 L&Q
LOCATION MAP

N.T.S.



ELEVATION

land solutions
TBPE REGISTRATION NUMBER F-22671

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-344-8317

48 HOUR NOTICE:
CONTRACTOR SHALL NOTIFY CHRIS ROZNOVSKY
THE CITY OF MONTGOMERY ENGINEER AND
OPERATOR AT 713-789-1900 BEFORE
STARTING WORK ON THIS PROJECT.

ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

BENCHMARK:
SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL
GEODETIC SURVEY MONUMENT DESIGNATION HGCS8 81, PID No.
A.6405
HAVING PUBLISHED INFORMATION AS FOLLOWS:
LATITUDE : 30° 21' 12.45392" NORTH
LONGITUDE : 095° 34' 45.02514" WEST
ORTHO HEIGHT : 212.4 FT. (64.74 METERS)
HORIZONTAL DATUM : NAD83 (2011)
VERTICAL DATUM : NAVD88

FLOODPLAIN INFORMATION:
ACCORDING TO MAP Nos. 4833902006 OF THE FEDERAL
EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE
MAPS FOR MONTGOMERY COUNTY, DATED AUGUST 18, 2014,
THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE
"X"; DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE
100-YEAR FLOOD PLAIN.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE
PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM
FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS
CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE
INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD
STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF
THE SURVEYOR.

DATE	REVISION	APP.

GARRET J. DUHON
2445 TECHNOLOGY FOREST
BLVD. SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
Garret J. Duhon
LICENSED PROFESSIONAL ENGINEER
130733
07/26/2023
TBPE NO. F-22671

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
CITY OF MONTGOMERY CITY ENGINEER DATE
SIGNATURE VALID FOR ONE (1) YEAR

PM: GJD DFT: MAQ
DSN: STM DATE: JULY 2023

SHEET 1 OF 21

P:\610.126 Mabry and Faulkner Tract\006 Sec 2\dwg\Plan Set Drawings\COVER SHEET & GENERAL NOTES.dwg, 7/26/2023, 10:24 AM

ELEVATION LAND SOLUTIONS - MONTGOMERY BEND SEC 2 - PROJECT NO. 610.126.006.00



GENERAL CONSTRUCTION NOTES

- 1. MATERIALS, CONSTRUCTION, AND TESTING TO BE IN ACCORDANCE WITH THE SPECIFICATIONS INDICATED IN THE PLANS AND CONTRACTS AND ARE TO BE INCLUDED IN ALL SETS OF CONSTRUCTION DRAWINGS.
2. CONTRACTOR TO OBTAIN ALL DEVELOPMENT AND CONSTRUCTION PERMITS REQUIRED BY CITY OF MONTGOMERY, TEXAS AT HIS EXPENSE PRIOR TO COMMENCEMENT OF WORK, WHERE APPLICABLE.
3. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR ROADWAYS AFFECTED BY HIS OPERATIONS 48 HOURS PRIOR TO COMMENCEMENT OF WORK LOCATED IN STREET RIGHT OF WAYS AND EASEMENTS.
4. ALL EXISTING UNDERGROUND UTILITIES ARE AN APPROXIMATE LOCATION ONLY AND ARE NOT GUARANTEED TO BE COMPLETED OR DEFINITE BUT WERE OBTAINED FROM THE BEST INFORMATION AVAILABLE. CONTRACTOR HAS SOLE RESPONSIBILITY FOR FIELD VERIFICATION TO DETERMINE EXACT LOCATIONS AND DEPTHS FOR ALL EXISTING FACILITIES SHOWN ON DRAWINGS BEFORE COMMENCING ANY WORK. THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF THEIR CONSTRUCTION ACTIVITIES WITH THE UTILITY COMPANIES AS TO THE RELOCATION OF THEIR FACILITIES, IF NEEDED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY THEIR FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES.
5. THE LOCATION OF ALL UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL REQUEST THE EXACT LOCATION OF THESE FACILITIES BY CALLING THE UTILITY COMPANY, AT LEAST 48 HOURS BEFORE COMMENCING WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH OCCURS DUE TO HIS FAILURE TO REQUEST THE LOCATION AND PRESERVATION OF THESE UNDERGROUND UTILITIES. ANY DAMAGE TO EXISTING FACILITIES INCURRED AS A RESULT OF CONSTRUCTION OPERATIONS WILL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
6. TEXAS LAW ARTICLE 1436C, PROHIBITS ALL ACTIVITIES IN WHICH PERSONS OR EQUIPMENT MAY COME WITHIN 6 FEET OF ENERGIZED OVERHEAD POWER LINES. FEDERAL REGULATION TITLE 29, PART 1910.130(1) AND PART 1926.440(A)(15) REQUIRE A MINIMUM CLEARANCE OF 10 FEET FROM THESE FACILITIES. THE ABOVE LAWS CARRY BOTH CRIMINAL AND CIVIL LIABILITIES, WITH CONTRACTORS AND OWNERS BEING LEGALLY RESPONSIBLE FOR THE SAFETY OF WORKERS UNDER THESE LAWS. IF THE CONTRACTOR OR THE OWNER MUST WORK NEAR ENERGIZED OVERHEAD POWER LINES, CALL THE COMPANY FOR THE LINES TO BE DEENERGIZED AND/OR MOVED AT YOUR EXPENSE.
7. CONSTRUCTION SHALL COMPLY WITH THE LATEST REVISIONS OF OSHA REGULATIONS AND STATE OF TEXAS LAW CONCERNING TRENCHING AND SHORING. CONTRACTOR SHALL PROVIDE A TRENCH SAFETY SYSTEM TO MEET AS A MINIMUM, THE REQUIREMENTS OF OSHA SAFETY AND HEALTH REGULATION, PART 1926, SUB-PART B, AS PUBLISHED IN THE FEDERAL REGISTER, VOLUME 54, NO. 209, DATED OCTOBER 31, 1989.
8. DETAILS PRESENTED IN THESE PLANS DO NOT EXTEND TO OR INCLUDE DESIGNED OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE CONSTRUCTION CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS, INCLUDING THE PLANS AND SPECIFICATIONS REQUIRED BY CHAPTER 756, SUBCHAPTER "C" OF THE TEXAS HEALTH AND SAFETY CODE.
9. CONTRACTOR SHALL COVER OPEN EXCAVATIONS WITH ANCHORED STEEL PLATES DURING NON-WORKING HOURS, ALONG EXISTING ROADWAYS AND TRAFFIC AREAS.
10. ADEQUATE DRAINAGE MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE PROJECT ENGINEER. ALL CONSTRUCTION RUNOFF SHALL COMPLY WITH STORM WATER MANAGEMENT FOR CONSTRUCTION ACTIVITIES AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE FLAGMEN, SIGNING, STRIPING AND WARNING TRAFFIC CONTROL DEVICES, ETC. DURING CONSTRUCTION IN ACCORDANCE WITH THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC IN EACH DIRECTION DURING WORKING HOURS AND PROVIDE ALL WEATHER DETOURS AROUND CONSTRUCTION SITE, PROVIDE PUBLIC NOTIFICATION, AND USE UNIFORMED POLICE OFFICERS TO CONTROL TRAFFIC, ESPECIALLY IN HEAVY TRAFFIC LOCATIONS.
12. EXISTING PAVEMENT, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED TO CITY OF MONTGOMERY STANDARDS. ALL ASPHALT AND CONCRETE DRIVEWAYS EXCAVATED DURING CONSTRUCTION SHALL BE BACKFILLED WITH CEMENT STABILIZED SAND (CSS) AND RETURNED TO EXISTING CONDITIONS OR BETTER. ALL STATE AND COUNTY HIGHWAY PAVEMENT AND RAILROAD RIGHT-OF-WAYS TO BE BORED ACCORDING TO THE RULES, REGULATIONS, AND REQUIREMENTS FOR APPROVAL AND ACCEPTANCE BY SAID AGENCIES.
13. EXISTING ROADS AND/OR RIGHT OF WAYS DISTURBED DURING CONSTRUCTION SHALL BE AS GOOD OR BETTER THAN THE CONDITION PRIOR TO STARTING WORK, UPON COMPLETION OF THE PROJECT.
14. AFTER DISTURBED AREAS HAVE BEEN COMPLETED TO THE LINES, GRADES, AND CROSS SECTIONS SHOWN ON THE PLANS, SEEDING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PLANS AND SPECIFICATIONS TO ESTABLISH ADEQUATE VEGETATION COVERAGE TO ELIMINATE EROSION. IF NOT, ACTIVITY MUST BE PERFORMED WITHIN THE DISTURBED CONSTRUCTION AREA. AFTER 14 DAYS OF INACTIVITY, THE AREA MUST BE HYDROMULCHED TO AVOID EROSION. IF NO PROVISION FOR PLANTING GRASS IS INCLUDED IN THE PLANS OR SPECIFICATIONS, THE MINIMUM REQUIREMENT FOR THIS ITEM SHALL BE IN ACCORDANCE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR "SODDING OR SEEDING FOR EROSION CONTROL".
15. ALL TRENCHES, INCLUDING TRENCHES FOR LEADS AND STUBS UNDER PAVEMENT AND TO A POINT ONE (1) FOOT BEHIND BACK OF CURB SHALL BE BACKFILLED WITH CEMENT STABILIZED SAND AS PER CITY OF MONTGOMERY SPECIFICATIONS TO A POINT IMMEDIATELY BELOW THE SUBGRADE. TRENCHES OTHER THAN UNDER PAVEMENT, SHALL BE BACKFILLED WITH SUITABLE EARTH MATERIAL IN 6 INCH LAYERS AND MECHANICALLY COMPACTED TO A DENSITY OF NOT LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR COMPACTION TEST (ASTM DESIGNATION D-698/AASHTO T99). MOISTURE CONTENT OF BACKFILL SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CEMENT STABILIZED SAND SPECIFICATIONS. ATTACHED DETAILS IN PLANS ARE SPECIFIC FOR BEDDING AND BACKFILL.
16. CONTRACTOR IS TO INCLUDE PRICE OF ALL BEDDING AND BACKFILL OF PIPES REQUIRED, IN PRICE PER LINEAR FOOT OF PIPE.
17. CONTRACTOR IS TO INCLUDE SPREADING AND COMPACTION OF SPOILS INCIDENTAL TO CONSTRUCTION OF ALL UNDERGROUND UTILITIES IN PRICE PER LINEAR FOOT OF PIPE.
18. CONTRACTOR TO REMOVE EXISTING PLUGS AND CONNECT TO EXISTING UTILITY LINES AS INDICATED ON PLANS.
19. UNLESS OTHERWISE NOTED IN PLANS, WHERE MANHOLES ARE LOCATED WITHIN THE UTILITY EASEMENT, THE CONTRACTOR SHALL SET RIM ELEVATIONS THREE INCHES ABOVE FINISHED GROUND ELEVATIONS.
20. WHEN TRENCH CONDITIONS REQUIRE THE USE OF WELL POINTS, THIS IS TO BE REQUESTED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
21. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING THE MUD, DIRT, AND DEBRIS DEPOSITED ON EXISTING PAVEMENT DUE TO HIS CONSTRUCTION ACTIVITY DAILY. ALL EXISTING STREETS AND ADJACENT PAVEMENT AREAS IMPACTED BY CONSTRUCTION ACTIVITIES SHALL BE CLEANED USING A STREET SWEEPER. THIS ACTIVITY WILL BE INCIDENTAL TO ALL OTHER ITEMS.
22. THE CONTRACTOR SHALL REMOVE ALL NON-PERMANENT SIGNS FROM THE ROW AND/OR EASEMENT LIMITS, AND RETURN THEM TO THE SIGN OWNER FOR THEM TO HAVE PLACED AT THEIR EXPENSE ON PROPERTY OTHER THAN THAT STATED ABOVE UNLESS OTHERWISE SPECIFIED.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING OR REPLACING ALL EXISTING FENCES INSIDE THE WORK ZONE, TO EXISTING OR BETTER CONDITIONS, EXCEPT FOR THOSE THAT FALL WITHIN A ROAD RIGHT OF WAY.
24. THE CONTRACTOR IS RESPONSIBLE FOR RELOCATING ALL EXISTING IRRIGATION OUTSIDE OF THE RIGHT OF WAY AND/OR EASEMENT UNLESS OTHERWISE SPECIFIED ON THE PLANS.
25. ALL EQUIPMENT SHALL BE REMOVED FROM THE PROJECT SITE ONCE THE PROJECT IS COMPLETED, AS WELL AS, ALL REMAINING DEBRIS WITHIN THE PROJECT SHALL BE REMOVED AND PROPERLY DISPOSED OF AT AN APPROVED DISPOSAL SITE.
26. CONTRACTOR SHALL BE RESPONSIBLE FOR MARKING ALL UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO UTILITIES, PAVEMENT, OR OTHER INFRASTRUCTURE AS A RESULT OF ANY WORK.

GRADING NOTES

- 1. BEFORE STARTING CONSTRUCTION, CONTRACTOR SHALL VERIFY BENCHMARK ELEVATION AND NOTIFY ENGINEER IF ANY DISCREPANCY AND/OR CONFLICT IS FOUND.
2. GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS BEFORE STARTING CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
3. AREAS THAT ARE TO RECEIVE FILL SHALL BE PREPARED AS FOLLOWS (NO SEPARATE PAY):
a. AREAS THAT ARE TO RECEIVE FILL WILL BE STRIPPED TO A DEPTH OF 6". STRIPPINGS SHALL BE STOCKPILED AND THEN SPREAD EVENLY ON SURFACE OF FILLED AREAS.
b. PRIOR TO PLACEMENT OF FILL ON STRIPPED AREAS, THE CONTRACTOR SHALL PROOF ROLL USING A PNEUMATIC ROLLER (12 TON OR APPROVED EQUAL) (NO SEPARATE PAY). SHOULD SOFT UNSTABLE AREAS APPEAR IN THE LOTS, THE CONTRACTOR SHALL REMOVE UNSUITABLE MATERIAL AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE THIS WITH A SUITABLE MATERIAL COMPACTED AS REQUIRED.
4. ALL AREAS REQUIRING FILL SHALL BE FILLED IN 8" LIFTS, WITH TESTS TAKEN AT 100 FOOT INTERVALS IN EACH LIFT, AND MECHANICALLY COMPACTED TO A DENSITY OF NOT LESS THAN 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR COMPACTION TEST (ASTM D-698/AASHTO T99). FINISH SURFACE SHALL BE LEFT LEVEL, SMOOTHED AND FINE GRADED.
5. FINAL PAYMENT SHALL BE CONTINGENT ON THE ENGINEER'S VERIFICATION THAT LOT GRADING IS IN ACCORDANCE WITH THE GRADING PLAN, AND THAT SOIL COMPACTION TESTS WERE PERFORMED AS REQUIRED.
6. CONTRACTOR SHALL ENSURE THERE IS POSITIVE DRAINAGE FROM THE PROPOSED BUILDINGS AND NO PONDING IN PAVED AREAS, AND SHALL NOTIFY ENGINEER IF ANY GRADING DISCREPANCIES ARE FOUND IN THE EXISTING AND PROPOSED GRADES PRIOR TO PLACEMENT OF PAVEMENT OR UTILITIES.
7. CONTRACTOR SHALL PROTECT ALL MANHOLE COVERS, VALVE COVERS, VAULT LIDS, FIRE HYDRANTS, POWER POLES, GUY WIRES, AND TELEPHONE BOXES THAT ARE TO REMAIN IN PLACE AND UNDISTURBED DURING CONSTRUCTION.
8. ALL EXISTING CONCRETE PAVING, SIDEWALK, AND CURB DEMOLITION SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR. DISPOSAL SHALL BE AT AN APPROVED OFF-SITE, LAWFUL LOCATION, UNLESS DIRECTED OTHERWISE BY THE OWNER.

STORM SEWER NOTES

- 1. STORM SEWER AND LEADS SHALL BE REINFORCED CONCRETE PIPE, ASTM C-76, CLASS III, WITH O-RING RUBBER GASKET JOINT, AND SHALL BE INSTALLED, BEDDED AND BACKFILLED IN ACCORDANCE WITH THE SPECIFICATIONS INDICATED IN THE PLANS AND CONTRACTS.
2. ALL PROPOSED PIPE STUB OUTS FROM MANHOLES OR INLETS ARE TO BE PLUGGED WITH 8 INCH BRICK WALLS UNLESS OTHERWISE NOTED.
3. ALL BOX CULVERTS INSTALLED SHALL BE PLACED ON A MINIMUM OF 6 INCHES OF CEMENT STABILIZED SAND (CEMENT STABILIZED SAND SHALL BE 2 SACK CEMENT PER TON). FOR INSTALLATION OF PRE-CAST CONCRETE BOX CULVERTS IN POOR SOIL CONDITIONS, A 7 INCH REINFORCED CONCRETE SLAB SHALL BE INSTALLED. FOR INSTALLATION OF MONOLITHIC REINFORCED CONCRETE BOX CULVERTS IN POOR SOIL CONDITIONS, A 4 INCH THICK CLASS "C" CONCRETE SEAL SLAB SHALL BE INSTALLED, PRIOR TO CONSTRUCTION OF BOX CULVERTS.
4. STORM SEWER MANHOLES, INLETS, AND JUNCTION BOXES SHALL BE STANDARD PRE-CAST, UNLESS OTHERWISE NOTED.
5. ALL INLETS TO BE TYPE "C" UNLESS OTHERWISE STATED ON PLANS
6. ALL STORM SEWER LEADS SHALL BE 24 INCH MINIMUM UNLESS OTHERWISE INDICATED.
7. GRADE DROP ON LEADS BETWEEN INLETS TO BE A MINIMUM OF 0.20 FOOT. GRADE DROP BETWEEN INLET AND MANHOLES TO BE 0.20 FOOT UNLESS OTHERWISE SHOWN.
8. WHEN MANHOLE FRAME AND COVER IS REQUIRED, USE VULCAN FOUNDRY V-1418-Z FRAME AND COVER (OR EQUAL), UNLESS OTHERWISE INDICATED ON THE PLANS.
9. FOR ADJUSTMENT OF MANHOLE LIDS USE STANDARD CONCRETE RINGS.
10. CONCRETE USED FOR ALL POURED-IN-PLACE MANHOLES, INLETS, WINGWALLS, HEADWALLS AND OTHER APPURTENANCES TO BE CLASS "A" CONCRETE WITH 3,000 P.S.I STRENGTH AT 28 DAYS.
11. ALL EXPOSED CORNERS TO BE CHAMFERED 3/4".
12. ALL STORM SEWER PIPES UNDER OR WITHIN 1' OF PAVEMENT SHALL BE BACKFILLED WITH COMPACTED CEMENT STABILIZED SAND (2.0 SACKS PER TON OF SAND) TO THE BOTTOM OF 6" STABILIZED SUBGRADE.

CITY OF MONTGOMERY GENERAL CONSTRUCTION NOTES:

- 1. CONTRACTOR SHALL CONTACT CITY OF MONTGOMERY CITY ENGINEER, CHRIS ROZNOVSKY AT (713) 789-1900 A MINIMUM OF 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
2. CONTRACTOR SHALL CONTACT CITY OF MONTGOMERY DIRECTOR OF PUBLIC WORKS, MIKE MUCKLERODY AT (936) 597-6434 A MINIMUM OF 48 HOURS PRIOR TO COMMENCING CONSTRUCTION TO SET UP AN INSPECTION TO VERIFY CITY'S FACILITIES.
3. CONTRACTOR TO CONTACT CITY OF MONTGOMERY UTILITY OPERATOR, JACOB WILLIAMS OF H2O INNOVATIONS AT (281) 353-9809 A MINIMUM OF 48 HOURS PRIOR TO COMMENCING CONSTRUCTION TO SET UP AN INSPECTION TO VERIFY CITY'S FACILITIES.
4. THE CITY UTILITY OPERATOR AND PUBLIC WORKS FOREMAN SHALL BE NOTIFIED 24 HOURS IN ADVANCE TO WITNESS AND INSPECT ANY SANITARY SEWER LINE CONNECTION. NO SANITARY SEWER LINES SHALL BE BACKFILLED BEFORE THE CITY'S UTILITY OPERATOR OR PUBLIC WORKS FOREMAN HAS INSPECTED THE CONNECTION.
5. CONTRACTOR SHALL CONTACT THE CITY'S OPERATOR OR PUBLIC WORKS FOREMAN TO OPERATE ANY VALVES. AT NO TIME IS THE CONTRACTOR OR CONTRACTOR'S REPRESENTATIVE TO OPERATE ANY PART OF THE CITY OF MONTGOMERY WATER SYSTEM.
6. THE OWNER OR CONTRACTOR SHALL INSTALL AND TEST APPROPRIATE BACKFLOW PREVENTION, PER THE CITY OF MONTGOMERY RULES & REGULATIONS.
7. ALL TAPS TO THE CITY'S SYSTEM SHALL BE MADE BY THE CITY'S OPERATOR AT THE OWNERS EXPENSE
8. IF THE ELECTRICAL UTILITY PROVIDER STANDARDS CONFLICT WITH THE APPROVED LAYOUT BY THE CITY AND/OR CITY STANDARDS. A VARIANCE MUST BE RECEIVED FROM THE CITY COUNCIL.

CITY OF MONTGOMERY ORDINANCE NOTES:

- 1. REMAINING TREE COVERAGE MUST COMPLY WITH ALL APPLICABLE CITY OF MONTGOMERY ORDINANCES. A TREE PRESERVATION PLAN SHOWING COMPLIANCE WITH CANOPY COVERAGE REQUIREMENTS WILL BE SUBMITTED WITH THE CONSTRUCTION PLANS FOR THE DEVELOPMENT.

SANITARY SEWER NOTES:

- 1. ALL SANITARY SEWER MUST BE IN COMPLIANCE OF TCEQ CHAPTER 217.
2. SANITARY SEWERS SHALL BE CONSTRUCTED AND TESTED IN COMPLIANCE OF THE TCEQ REQUIREMENTS, UNLESS OTHERWISE SPECIFIED.
3. BACKFILL AND BEDDING FOR SANITARY SEWER MUST MEET THE MINIMUM REQUIREMENTS OF ASTM D-2321 AND IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS FOUND IN THIS PLAN SET AND IN THE CONTRACTS.
4. SANITARY SEWER PIPE SHALL BE PVC SDR 26 OR PVC SDR 35 (WITH APPROVAL), IN ACCORDANCE WITH ASTM SPECIFICATIONS D-3034, FOR 4" THROUGH 15" AND ASTM F-879 FOR 18" THROUGH 27", UNLESS OTHERWISE SPECIFIED. MINIMUM SIZE SANITARY SEWER MAIN IS 6", SDR 35 MAY BE USED WHEN DEPTH IS MORE THAN 3 FEET AND LESS THAN 6 FEET.
5. SEWER LINES SHALL BE LOCATED ON THE OPPOSITE SIDE OF THE STREET FROM WHERE WATER IS LOCATED.
6. CONTRACTOR SHALL PROVIDE A MINIMUM HORIZONTAL CLEARANCE OF 9' (NINE FEET) BETWEEN WATER LINES AND SANITARY SEWER MANHOLES AND LINES PER TCEQ CHAPTER 290.
7. CONTRACTOR SHALL PROVIDE 24-INCHES OF CLEARANCE AT ALL SANITARY SEWERS CROSSING WATER LINES.
8. NO SEWER PIPE SHALL BE LAID ON AN UNSTABLE FOUNDATION. SELECTED MATERIAL SHALL BE USED AND/OR WET SAND CONSTRUCTION DETAILS, WHICHEVER APPLIES IN THE OPINION OF THE ENGINEER. NO PIPE SHALL BE COVERED WITHOUT APPROVAL OF THE ENGINEER OR HIS REPRESENTATIVE. SANITARY SEWERS CONSTRUCTED IN WET SAND SHALL HAVE A SPECIAL PROCEDURE.
9. WHEN THE NATURAL GROUND LEVEL AROUND MANHOLE LIES BELOW THE 100 YEAR FLOODPLAIN ELEVATION, THE MANHOLE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATION AND DETAILS FOUND IN THE PLAN SET AND IN THE CONTRACTS, FOR A SEALED AND VENTED MANHOLE
10. A DEFLECTION TEST SHALL BE PERFORMED AFTER THE BACKFILL HAS BEEN IN PLACE A MINIMUM OF 30 DAYS. THIS TEST SHALL BE DONE BY PULLING A HAND LINE WITH AN ATTACHED MANDREL FROM MANHOLE TO MANHOLE. THE MANDREL SHALL HAVE AN OUTSIDE DIAMETER THAT IS AT LEAST 95% OF THE ORIGINAL INSIDE DIAMETER OF THE PIPE MANDREL TO BE MANUFACTURED WITH A MINIMUM OF SEVEN (7) RUNNERS, WITH EACH RUNNER BEING A MINIMUM OF 5 INCHES LONG. ANY PIPE NOT MEETING TEST REQUIREMENTS TO BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.
11. WHERE A SEWER LINE HAS LESS THAN (2) FEET OF COVER, PROVIDE CEMENT STABILIZED SAND BACKFILL MATERIAL.
12. WHEN MANHOLE FRAME AND COVER IS REQUIRED, USE VULCAN FOUNDRY V-1418-2 FRAME AND COVER (OR EQUAL), UNLESS OTHERWISE INDICATED ON THE PLANS.
13. CONTRACTOR SHALL KEEP RECORD OF LOCATION OF ALL STACKS, STUBS, SEWER LEADS, ETC. THE AS-BUILT DRAWINGS MUST SHOW THE EXACT LOCATION.
14. IF SANITARY SERVICE LEADS ARE INSTALLED DURING CONSTRUCTION OF MAIN LINE, ALL LEADS TO HAVE A MINIMUM SLOPE OF 0.70% OR GREATER. ALL PVC LEADS TO BE THE SAME MATERIAL AS MAIN LINE. ALL DOUBLE SERVICE LEADS TO HAVE WYE LOCATED ON THE END OF THE LEAD. ALL SINGLE SERVICE LEADS TO BE 6 INCH, AND ALL DOUBLE SERVICE LEADS TO BE 8 INCH. IF AN 8 INCH LEAD IS REQUIRED, LEADS MUST HAVE A MINIMUM SLOPE OF 0.44%.
15. BYPASSING (DISCHARGING) OF RAW SEWAGE ON THE SURFACE OR TO ADJOINING WATERWAYS IS STRICTLY PROHIBITED.
16. CONTRACTOR SHALL PERFORM BYPASS PUMPING AS REQUIRED. THERE SHALL BE NO SEPARATE PAYMENT FOR BYPASS PUMPING PERFORMED ON THIS PROJECT.
17. CONTRACTOR TO VERIFY LOCATIONS OF EXISTING WATERLINES DURING CONSTRUCTION. IF THE REQUIRED SEPARATION DISTANCE BETWEEN PARALLEL WATER AND SEWER LINES, AS DETAILED IN TECHNICAL SPECIFICATION SECTION 33 31 13, CANNOT BE MAINTAINED, CONTRACTOR TO RELOCATE WATERLINE AS DIRECTED BY THE ENGINEER.
18. WHERE A WET CONNECTION TO AN EXISTING 6" OR 8" LINE IS TO BE MADE BY CUTTING THE EXISTING LINE, DR18 C-900 PVC PIPE SHALL BE USED TO REPLACE THE SECTION OF OLD ONE REMOVED AND SHALL BE COUPLED TO THE EXISTING ONE WITH A SOUND D.L. SLEEVE. SEPARATE COMPENSATION WILL BE MADE FOR THE REQUIRED DUCTILE IRON FITTINGS. THE BID PRICE FOR WET CONNECTION TO AN EXISTING ONE SHALL INCLUDE LABOR, TOOLS, PIPE, AND MISCELLANEOUS FITTINGS FOR SMALL DIAMETER PIPE NOT OTHERWISE PROVIDED FOR IN THE BID PROPOSAL.
19. ALL PENETRATIONS INTO A SANITARY SEWER MANHOLE, INCLUDING SERVICE LEADS SHALL BE SERVED BY AN INVERT. ALL INVERTS SHALL EXTEND ALL THE WAY TO THE WALLS OF THE MANHOLE.
20. INSTALLATION OF GRAVITY SANITARY SEWER PIPE AND FORCE MAIN BY TRENCHLESS CONSTRUCTION SHALL MEET ASTM, ANSI, AND AWWA STANDARDS. IF THERE IS A CONFLICT IN STANDARDS THE MOST STRINGENT SHALL GOVERN.
21. ALL SANITARY SEWER PIPES UNDER OR WITHIN 1' OF PAVEMENT SHALL BE BACKFILLED WITH COMPACTED CEMENT STABILIZED SAND (2.0 SACKS PER TON OF SAND) TO THE BOTTOM OF 6" STABILIZED SUBGRADE.
22. THE PROPOSED CONNECTION OF THE SANITARY SEWER LINE TO THE SANITARY SEWER MANHOLE SHALL BE BY MEANS OF CORE AND BOOT AT SPECIFIED FLOWLINE. THE OPENING IN THE SIDE OF THE MANHOLE SHALL NOT BE MORE THAN 3-INCHES NOR LESS THAN 1-INCH IN DIAMETER THAN THE OUTSIDE DIAMETER FOR THE PROPOSED PIPE. THE PROPOSED PIPE SHALL NOT PRODUCE MORE THAN 3-INCHES PAST THE INSIDE FACE OF THE MANHOLE WALL. FILL THE ENTIRE VOID AROUND THE EXISTING MANHOLE WITH CEMENT-SAND. CONNECTION TO EXISTING PUBLIC SANITARY SEWER MANHOLE SHALL BE COMPLETED BY THE CITY OF MONTGOMERY AT THE OWNER'S EXPENSE.

WATER CONSTRUCTION NOTES:

- 1. CONTRACTOR SHALL PROVIDE ADEQUATE THRUST BLOCKING TO WITHSTAND TEST PRESSURE AS SPECIFIED IN THE SPECIFICATIONS INDICATED IN THE PLANS AND CONTRACTS FOR WATER MAIN CONSTRUCTION AND MATERIALS.
2. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NSF INTERNATIONAL (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
3. ALL PLASTIC PIPES FOR USE IN PUBLIC WATER SYSTEMS MUST ALSO BEAR THE NSF INTERNATIONAL SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 POUNDS PER SQUARE INCH (PSI) OR A STANDARD DIMENSION RATIO OF 26 OR LESS.
4. PRIOR TO INSTALLATION OF WATER METER, WATER METER LEAD OR UNMETERED FIRE SPRINKLER LINE, THE CONTRACTOR SHALL CONTACT THE PROVIDER.
5. PRIOR TO WATER MAIN CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE CITY ENGINEER NO LESS THAN 48 HOURS IN ADVANCE AND COMPLY WITH ALL REQUIREMENTS NECESSARY FOR APPROVAL OF THE WATER MAIN CONSTRUCTION.
6. ALL WATER LINE AND SEWER LINE CROSSINGS SHALL BE CONSTRUCTED PER TCEQ REGULATIONS.
7. TWELVE-INCH (12") AND SMALLER MAINS SHALL HAVE A MINIMUM COVER OF FOUR FEET (4') FROM THE TOP OF CURB OR FIVE FEET (5') FROM THE MEAN ELEVATION OF THE BOTTOM OF THE NEARBY DITCH AND NEARBY RIGHT-OF-WAY ELEVATION FOR OPEN DITCH SECTIONS.
8. MAINS LARGER THAN TWELVE-INCHES (12") SHALL HAVE A MINIMUM COVER OF FIVE FEET (5') FROM THE TOP OF THE CURB OR SIX FEET (6') FROM THE MEAN ELEVATION FOR OPEN DITCH SECTIONS.
9. ALL WATER MAINS SHALL BE HYDROSTATICALLY TESTED BEFORE BACTERIOLOGICAL TESTING IN ACCORDANCE WITH AWWA STANDARD C-600 FOR DI PIPE OR C-605 FOR PVC AS REQUIRED IN 30 TAC 290-44 (A) (5).
10. ALL WATER PIPING SHALL BE DISINFECTED AND BACTERIOLOGICALLY TESTED PRIOR TO USE IN ACCORDANCE WITH AWWA STANDARD C-651.
11. ALL WATER MAINS 4" AND LARGER SHALL BE C-900 (SDR-18), UNLESS OTHERWISE NOTED IN PLANS.
12. THE INSTALLATION OF ALL WATER LINES SHALL EXTEND ALONG THE ENTIRE LENGTH OF THE PROPERTY TO BE SERVED. WATER LINES THAT DEAD END SHALL EXTEND TO THE PROJECT LIMITS FOR FUTURE EXTENSIONS.
13. ALL WATER VALVES SHALL BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF AWWA C-500 AND SHALL BE OF THE RESILIENT SEAT TYPE.
14. THE USE OF PIPES AND PIPE FITTINGS THAT CONTAIN MORE THAN 0.25% LEAD OR SOLDERS AND FLUX THAT CONTAINS MORE THAN 0.2% LEAD IS PROHIBITED.
15. WATER MAINS CROSSING OR WITHIN 1' OF PAVEMENT SHALL HAVE A BANK SAND ENVELOPE OF 12" AND THE REMAINING TRENCH FILLED WITH COMPACTED CEMENT STABILIZED SAND (2.0 SACK PER TON SAND) TO BOTTOM OF 6" STABILIZED SUBGRADE.

NOTE: CITY OF MONTGOMERY WILL NOT BE RESPONSIBLE FOR MAINTAINING THE DETENTION POND FOR THIS DEVELOPMENT. MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 224 WILL BE RESPONSIBLE FOR MAINTAINING THE DETENTION POND.

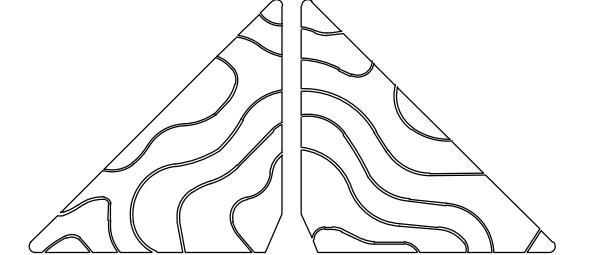
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Professional Engineer Signature Block for Garret J. Duhon, License No. 130733, State of Texas. Includes City of Montgomery City Engineer Signature Block and signature of Garret J. Duhon.

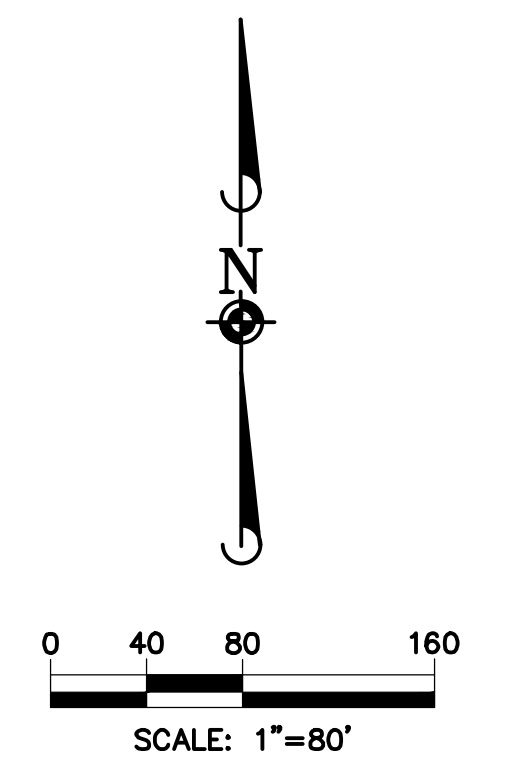
GENERAL NOTES SHEET 2 OF 21

22x34 P:\1610.126 Mabry and Faulkner Tract\006_Sec. 2\dwg\1_Plan_Sett Drawings\COVER SHEET & GENERAL NOTES.dwg, 7/26/2023, 10:24 AM, GDUHON

ELEVATION LAND SOLUTIONS - MONTGOMERY BEND SEC 2 - PROJECT NO. 610.126.006.00



ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
9709 LAKESIDE BOULEVARD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200



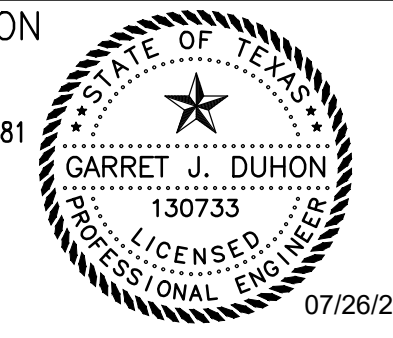
BENCHMARK:
SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL
GEODETIC SURVEY MONUMENT DESIGNATION HGCD 81, PID No.
AUG405
HAVING PUBLISHED INFORMATION AS FOLLOWS:
LATITUDE : 30° 21' 12.45392" NORTH
LONGITUDE : 095° 34' 45.02514" WEST
ORTHO HEIGHT : 212.4 FT. (64.74 METERS)
HORIZONTAL DATUM : NAD83 (2011)
VERTICAL DATUM : NAVD88

FLOODPLAIN INFORMATION:
ACCORDING TO MAP Nos. 48339C0200G OF THE FEDERAL
EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE
MAPS FOR MONTGOMERY COUNTY, DATED AUGUST 18, 2014,
THE SUBJECT TRACT IS SITUATED WITHIN UNSHADED ZONE "X",
DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR
FLOOD PLAIN.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY
OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR
FLOOD DAMAGE, ON RARE OCCASIONS FLOODS CAN AND WILL
OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE
OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT
CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DATE	REVISION	APP.

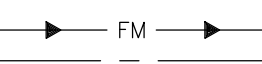
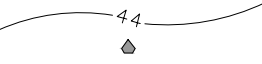

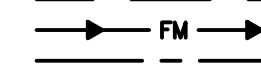
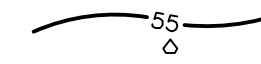

GARRET J. DUHON
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THE WOODLANDS, TX 77381
(832) 823-2200
Garret J. Duhon
TBPE NO. F-22671
07/26/2023



CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
CITY OF MONTGOMERY CITY ENGINEER DATE
SIGNATURE VALID FOR ONE (1) YEAR

PROJECT OVERALL
SHEET 3 OF 21

STANDARD SYMBOLS

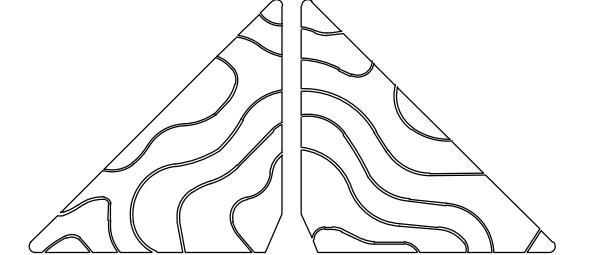
EXISTING	PROPOSED
 FM  44.44  40.40	 FM  55.55  50.50
STORM SEWER (24" & LESS) STORM SEWER (GREATER THAN 24") SANITARY SEWER SANITARY FORCE MAIN WATERLINE CURB AND GUTTER PROPERTY LINE/PLAT BOUNDARY EASEMENT LINE BUILDING SETBACK LINE PUBLIC ACCESS EASEMENT TOP OF BANK/DITCH TOE/FL OF DITCH 1 FOOT CONTOURS SANITARY STACK SANITARY RISER MANHOLE AREA INLET CURB INLET GATE VALVE & BOX FLUSH VALVE/FIRE HYDRANT BLOW-OFF & BOX SANITARY SERVICE WYE SIGN PAVEMENT HIGH POINT TOP OF CURB ELEVATION FLOWLINE ELEVATION WATER LINE-SANITARY SEWER CROSSING BLOCK	STORM SEWER (24" & LESS) STORM SEWER (GREATER THAN 24") SANITARY SEWER SANITARY FORCE MAIN WATERLINE CURB AND GUTTER PROPERTY LINE/PLAT BOUNDARY EASEMENT LINE BUILDING SETBACK LINE PUBLIC ACCESS EASEMENT TOP OF BANK/DITCH TOE/FL OF DITCH 1 FOOT CONTOURS SANITARY STACK SANITARY RISER MANHOLE AREA INLET CURB INLET GATE VALVE & BOX FLUSH VALVE/FIRE HYDRANT BLOW-OFF & BOX SANITARY SERVICE WYE SIGN PAVEMENT HIGH POINT TOP OF CURB ELEVATION FLOWLINE ELEVATION WATER LINE-SANITARY SEWER CROSSING BLOCK

ABBREVIATIONS

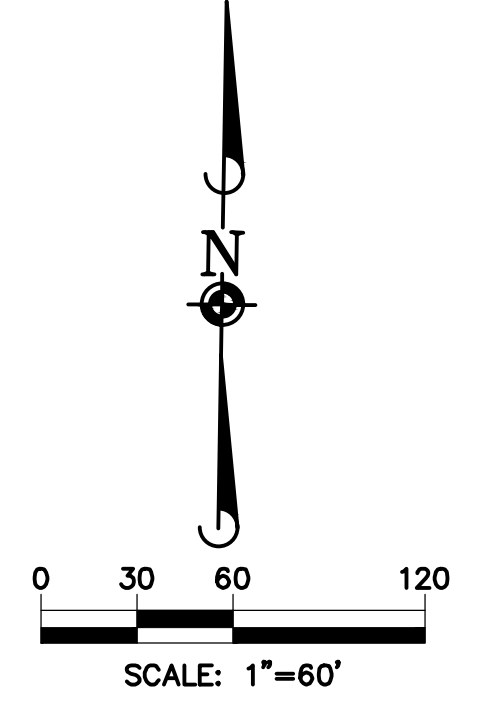
ADJ B-B BOC C CLR CONC CY DE E-E ELEV ESMT EX FL FM FV GV LF LT MAX MH MIN PC PCC PI PROP PT	ADJACENT BACK TO BACK BACK OF CURB CENTERLINE CLEARANCE CONCRETE CUBIC YARD DRAINAGE EASEMENT EDGE TO EDGE ELEVATION EASEMENT EXISTING FLOW LINE FORCE MAIN FLUSH VALVE GATE VALVE LINEAR FEET LEFT MAXIMUM MANHOLE MINIMUM PC POINT OF CURVATURE POINT OF COMPOUND CURVE POINT OF INTERSECTION POINT OF TANGENCY	PVC PVI PVT PVMT PAE PUE R ROW ROP RT SAN SF STA STM SY TEMP TC TYP UE WL WSE	POINT OF VERTICAL CURVATURE POINT OF VERTICAL INTERSECTION POINT OF VERTICAL TANGENCY PAVEMENT PUBLIC ACCESS EASEMENT PUBLIC UTILITY EASEMENT RADIUS RIGHT-OF-WAY REINFORCED CONCRETE PIPE RIGHT SANITARY SQUARE FEET STATION STORM SQUARE YARDS TEMPORARY TOP OF CURB LEFT UTILITY EASEMENT WATERLINE WATERLINE EASEMENT WATER SURFACE ELEVATION
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ELEVATION LAND SOLUTIONS - MONTGOMERY BEND SEC 2 - PROJECT NO. 610.126.006.00



ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
9709 LAKESIDE BOULEVARD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200



SERVICE LEAD NOTE:
WATER: ALL SERVICE LEADS ARE 1" DIAMETER.

WATER LINE-SANITARY CROSSING NOTE:
POSITION ONE FULL SECTION OF RESTRAINED JOINT WATERLINE AND SANITARY SEWER PIPE CENTERED AT CROSSING. INSERT SANITARY SEWER PIPE WITH CEMENT STABILIZED SAND FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS ONE FOOT BEYOND THE JOINTS ON EACH END. FOR CROSSINGS WHERE PROPOSED WATERLINE IS UNDER PROPOSED SANITARY SEWER, PUT RESTRAINED JOINT DUCTILE IRON PIPE WATERLINE (FOR DIAMETERS LESS THAN 24 INCHES) AND RESTRAINED JOINT PRESSURE RATED (MIN 150 PSI) SANITARY 24" MIN CLEARANCE. NO SEPARATE PAY.

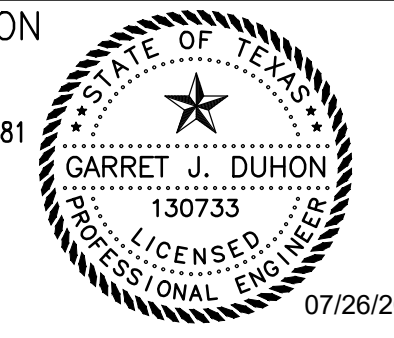
BENCHMARK:
SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT DESIGNATION HGCS 81, PID No. A06405
HAVING PUBLISHED INFORMATION AS FOLLOWS:
LATITUDE : 30° 21' 12.45392" NORTH
LONGITUDE : 095° 34' 45.02514" WEST
ORTHO HEIGHT : 212.4 FT. (64.74 METERS)
HORIZONTAL DATUM : NAD83 (2011)
VERTICAL DATUM : NAVD88

FLOODPLAIN INFORMATION:
ACCORDING TO MAP Nos. 48339C0200G OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR MONTGOMERY COUNTY, DATED AUGUST 18, 2014. THE SUBJECT TRACT IS SITUATED WITHIN UNSHADED ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD PLAIN.

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DATE	REVISION	APP.

GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
Garret J. Duhon
TBPE NO. F-22671
07/26/2023



CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE VALID FOR ONE (1) YEAR

DATE

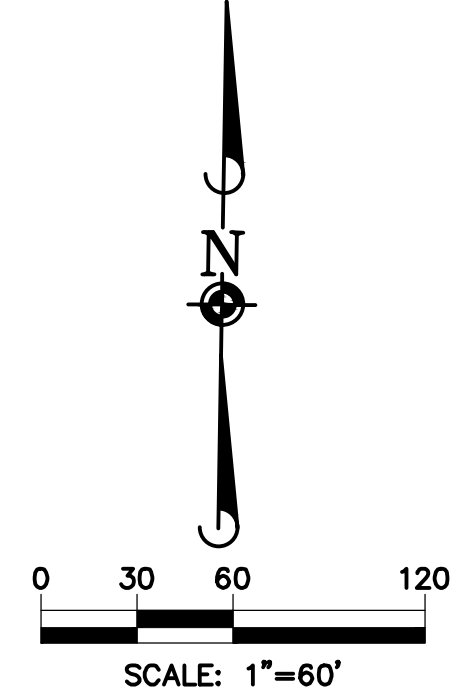
WATER & SANITARY LAYOUT

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ELEVATION LAND SOLUTIONS - MONTGOMERY BEND SEC 2 - PROJECT NO. 610.126.006.00

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ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
9709 LAKESIDE BOULEVARD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200



LEGEND

- INLET DRAINAGE AREA NUMBER
- DRAINAGE AREA IN ACRES
- STORM SEWER 5 YEAR FLOW IN C.F.S.
- DRAINAGE AREA BOUNDARY
- DIRECTION OF 100 YEAR FLOW
- OFFSITE DRAINAGE FLOW

BENCHMARK:
SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT DESIGNATION HGCS D 81, PID No. A68405
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Garret J. Duhon
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07/26/2023

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DRAINAGE LAYOUT



ELEVATION LAND SOLUTIONS - MONTGOMERY BEND SEC 2 - PROJECT NO. 610.126.006.00

Project: Montgomery Bend Section 2
 Job Number: 610.126.006.00
 Design By: Salvador Talavera Last Updated: 7/20/2023
 Jurisdiction: Montgomery County Outside Houston ETJ
 Storm Year 1: 5-yr Design Event Ponding Limit: **0.00**
 Storm Year 2: 100-yr Extreme Event Ponding Limit: **1.00**
 Storm Year 3:

	End Conditions		
	Flowline	5-yr HGL	100-yr HGL
Outfall_1	220.47	226.00	228.05
Outfall_2	220.85	226.00	228.05
Outfall_3	221.14	226	228.05
Outfall_4	221.54	226	228.05

$$Intensity (I) = \frac{b}{(d + T_c)^e} \cdot C_f$$

$$Upstream T_c = 15 + 10 * (A_c^{0.1761})$$

Intensity Coefficients for:
 Montgomery County Outside Houston ETJ

	5-yr	100-yr
b	54	57
d	8.34	4.46
e	0.7051	0.5857
Cf	1	1.25

Alignment/Road	Pipe and Road Properties														Drainage Areas					Intensity & Flow				TOC			5-yr Hydraulic Grade Line					100-yr Hydraulic Grade Line												
	Node Upstream	Node Downstream	Pipe Length	Pipe Diameter or Rise	Box Span	Slope	Mannings "n"	Design Capacity	Design Velocity	Fall	Top of Curb Upstream	Gutter Elevation Upstream	Gutter Elevation at Downstream High Point	Node Drop Downstream	Flowline Elevation Upstream	Flowline Elevation Downstream	Drainage Area	Contributing Area	Total Area	Runoff Coefficient	Weighted C	Sum of C*A	5-yr Intensity	5-yr Flow	100-yr Intensity	100-yr Flow	Time of Concentration	Change in Time of Concentration	Total TOC	Actual Velocity	Hydraulic Gradient	Change in Head	Elevation of Hyd. Grad. Upstream	Elevation of Hyd. Grad. Downstream	Upstream HGL Below Gutter	Actual Velocity	Hydraulic Gradient	Change in Head	Elevation of Hyd. Grad. Upstream	Elevation of Hyd. Grad. Downstream	Upstream HGL Below Gutter	Max Ponding Elevation Upstream	Max Ponding Upstream HGL Below Gutter	Max Ponding (Pass/Fail)
Longhorn Run Drive	22	2	171	24		0.5	0.013	16.00	5.09	0.86	239.26	238.76		4.06	230.91	230.05	13	1.17	0.00	1.17	0.55	0.55	0.64	4.54	2.92	9.71	6.25	25.28	0.56	25.84	0.93	0.02	0.03	232.91	232.05	PASS	1.99	0.08	0.13	232.91	232.05	PASS	240.26	PASS
Prairie Ridge Lane	21	7	34	24		0.2	0.013	10.12	3.22	0.07				5.73	234.17	234.10		1.80	0.00	1.8	0.55	0.55	0.99	4.46	4.42	9.56	9.47	26.09	0.18	26.27	1.41	0.04	0.01	236.17	236.10		3.01	0.18	0.06	236.17	236.10			
Bluebonnet Bend (Prop By Others)	20	19	115	24		0.18	0.013	9.60	3.06	0.21				2.96	241.67	241.46		2.09	0.00	2.09	0.55	0.00	0.00	4.43	0.00	9.51	0.00	26.39	0.63	27.01	0.00	0.00	0.00	243.67	243.46		0.00	0.00	0.00	243.67	243.46			
Red River Drive (Prop By Others)	13	12	112	24		0.20	0.013	24.78	7.89	1.35				1.41	242.36	241.01		2.96	0.00	2.96	0.55	0.55	1.63	4.37	7.11	9.38	15.27	27.11	0.24	27.34	2.26	0.10	0.11	244.36	243.01		4.86	0.46	0.51	244.36	243.01			
High Mesa Lane	205.5	205	13	24		0.35	0.013	13.38	4.26	0.05	247.30	246.80		0.77	238.09	238.04		1.96	0.00	1.96	0.55	0.55	1.1	4.45	4.83	9.53	10.36	26.26	0.05	26.31	1.54	0.05	0.01	240.09	240.04	PASS	3.30	0.21	0.03	240.09	240.04	PASS	248.30	PASS
Silver Buckle Lane	305.5	305	157	24		0.45	0.013	15.18	4.83	0.70	247.90	247.40		2.66	237.92	237.22		1.27	0.00	1.27	0.55	0.55	1.5	4.39	6.43	9.42	13.80	26.86	0.54	27.40	2.05	0.08	0.13	239.92	239.22	PASS	4.39	0.37	0.58	239.92	239.22	PASS	248.90	PASS
Future Pipe	411	410	106	24		0.55	0.013	16.78	5.34	0.58					235.08	234.50		2.79	0.00	2.79	0.55	0.55	1.5	4.38	6.78	9.40	14.55	26.98	0.33	27.31	2.16	0.09	0.10	237.08	236.50		4.63	0.41	0.44	245.47	245.03			
Lost Wagon Drive	403.5	403	23	36		0.10	0.013	21.09	2.98	0.09	235.10	234.60		2.78	227.79	227.76		1.37	0.00	1.37	0.55	0.55	7.4	5.78	43.12	12.26	91.52	15.53	0.12	15.65	6.20	0.43	0.10	230.86	230.76	PASS	12.95	1.88	0.44	233.38	232.94	PASS	236.10	PASS
	403	402	209	36		0.50	0.013	47.16	6.67	1.05	234.43	233.93		2.78	227.76	227.71		1.37	0.00	1.37	0.55	0.55	8.7	4.42	38.64	9.47	82.88	26.60	0.52	27.12	5.47	0.34	0.70	230.76	229.71	PASS	11.73	1.54	3.23	232.94	229.71	PASS	235.43	PASS

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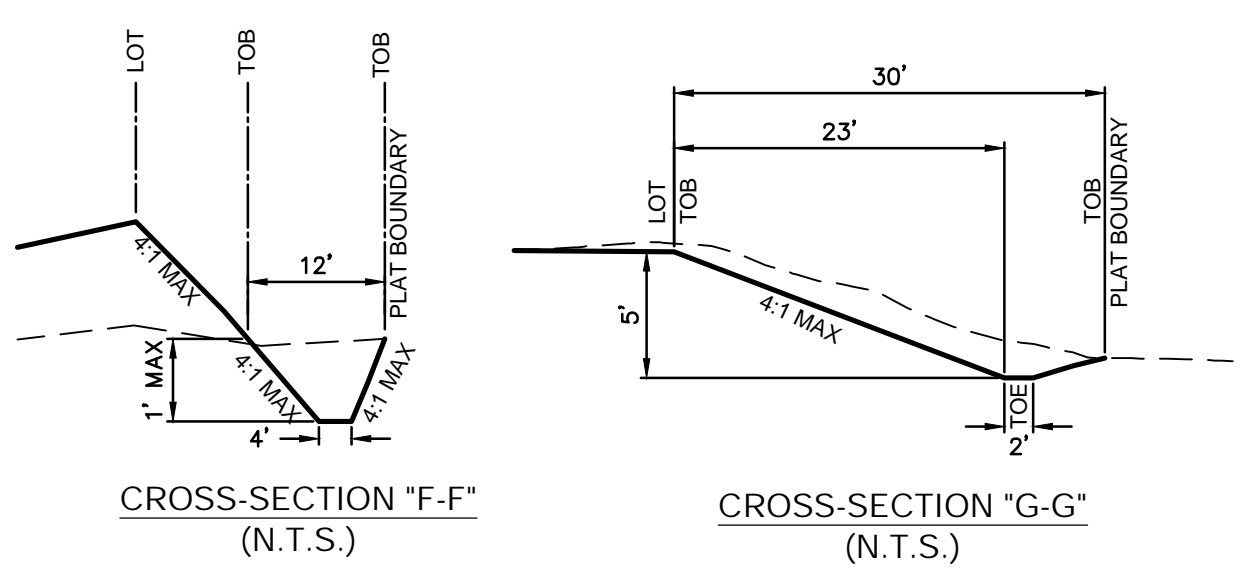
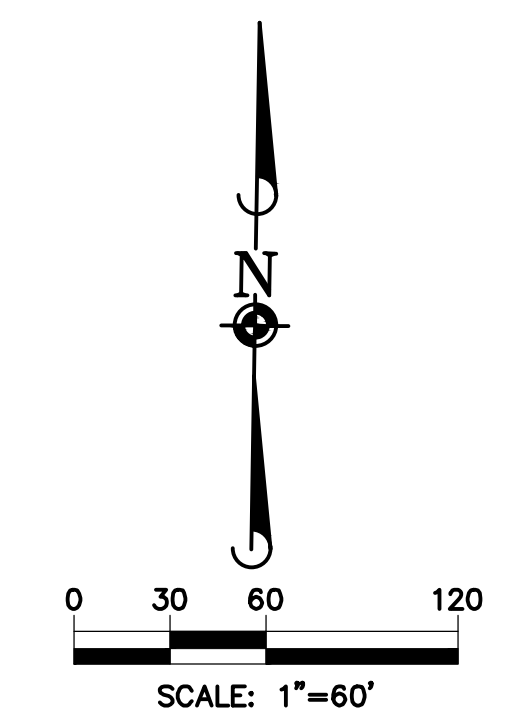
Garret D
 TBPE NO. F-22671

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE VALID FOR ONE (1) YEAR

DATE

ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
9709 LAKESIDE BOULEVARD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200



LEGEND

- EG-55.0 MATCH EXISTING GROUND ELEV.
- 55.0 LOT GRADE ELEVATION
- 55.55 TOP OF CURB ELEVATION
- PAD: 254.7 PAD ELEVATION
- PROPOSED GRADE BREAK
- OFFSITE DRAINAGE FLOW

BENCHMARK:

SOURCE BENCHMARK:
ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT DESIGNATION HGCS8 81, PID No. A6405
HAVING PUBLISHED INFORMATION AS FOLLOWS:
LATITUDE : 30° 21' 12.45392" NORTH
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HORIZONTAL DATUM : NAD83 (2011)
VERTICAL DATUM : NAVD88

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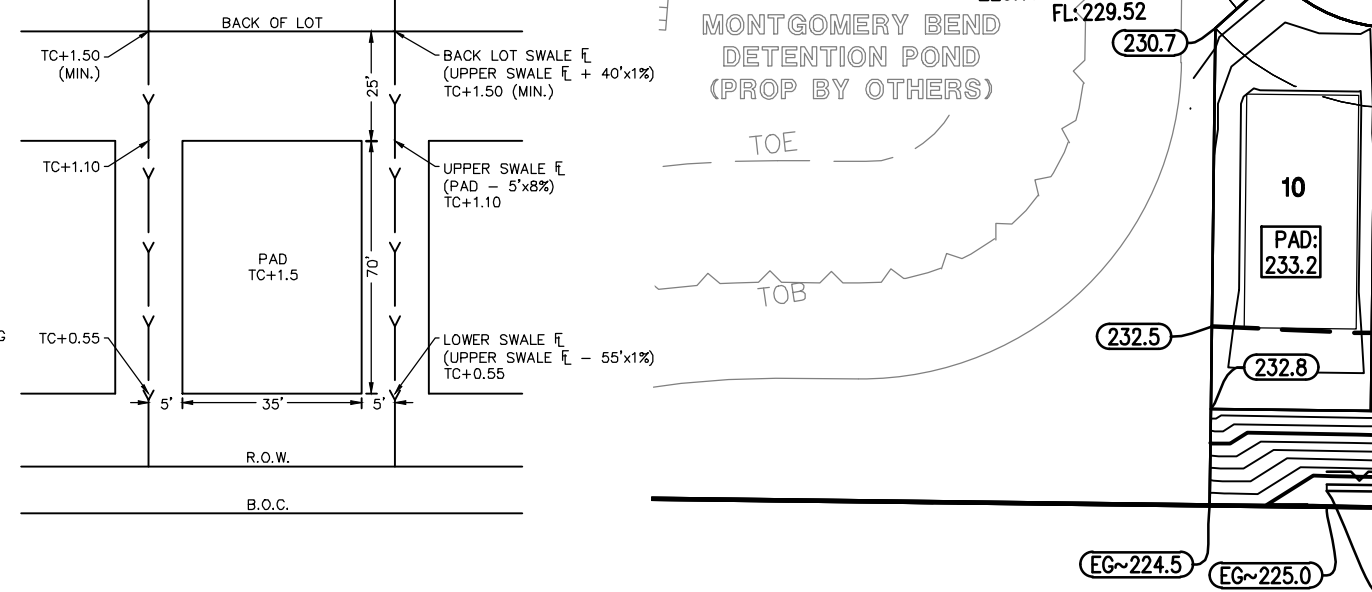
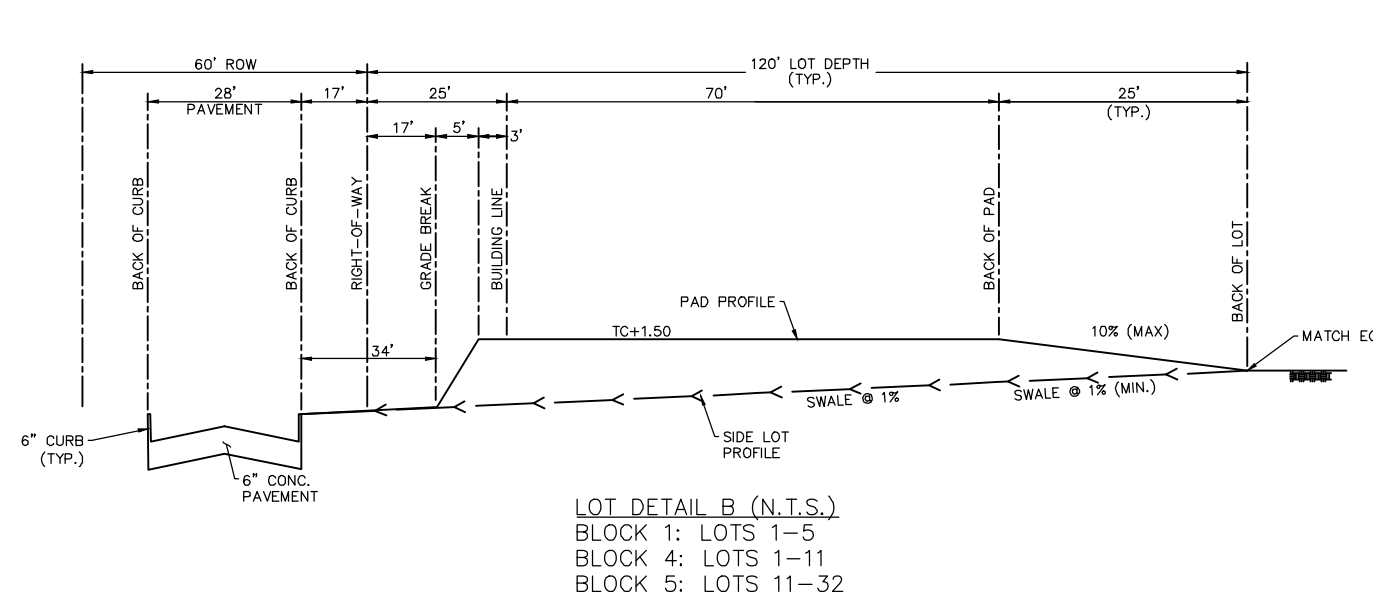
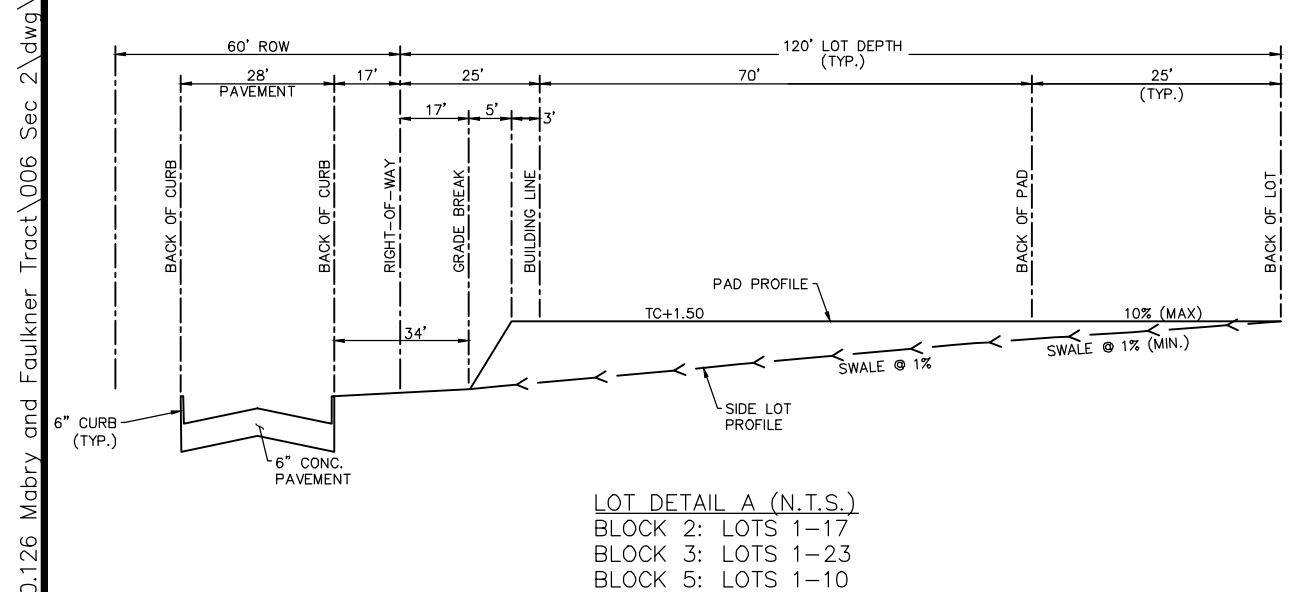
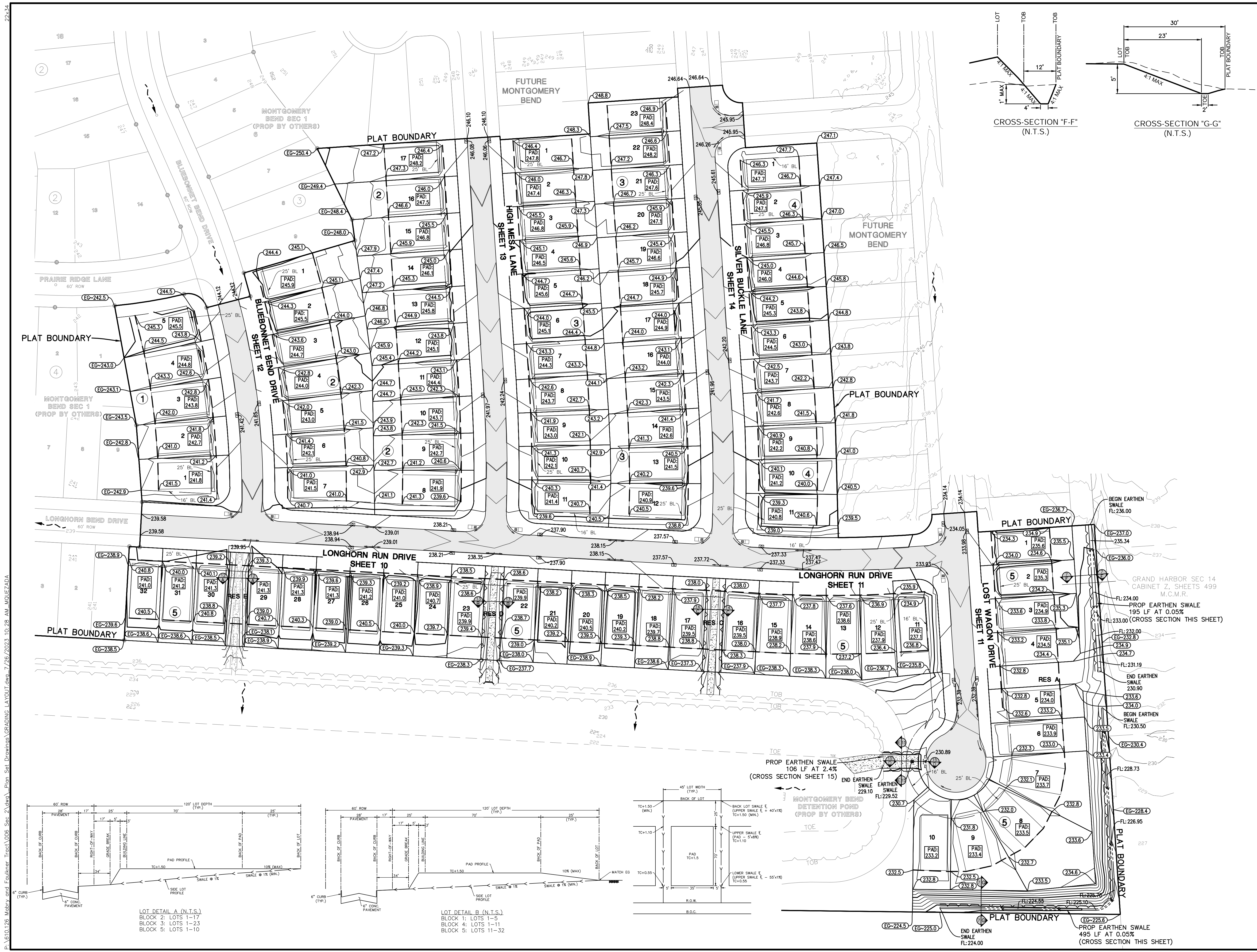
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Garret J. Duhon
TBPE NO. F-22671
07/26/2023

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

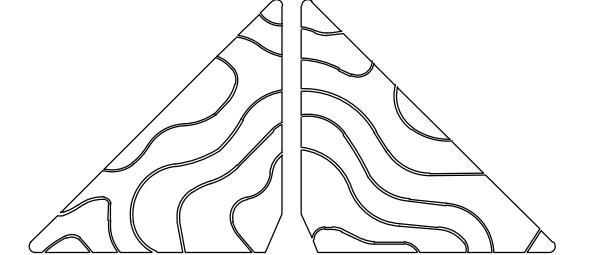
CITY OF MONTGOMERY CITY ENGINEER SIGNATURE VALID FOR ONE (1) YEAR

GRADING LAYOUT




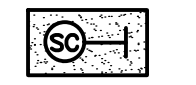

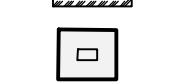
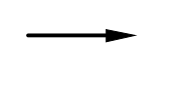
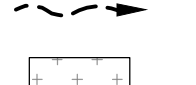

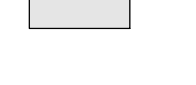

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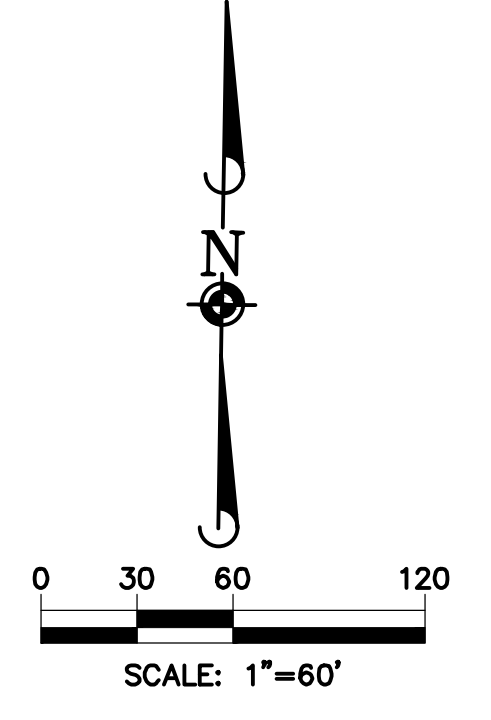
ELEVATION LAND SOLUTIONS - MONTGOMERY BEND SEC 2 - PROJECT NO. 610.126.006.00



ELEVATION
land solutions
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9709 LAKESIDE BOULEVARD, SUITE 200
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LEGEND

-  TEMPORARY REINFORCED FILTER FABRIC FENCE (PERIMETER EROSION BARRIER)
 -  STABILIZED CONSTRUCTION ACCESS
 -  CONCRETE TRUCK WASHOUT AREA
 -  TEMPORARY STORM STRUCTURE PROTECTION
 -  PAVEMENT DRAINAGE FLOW
 -  OVERLAND DRAINAGE FLOW
 -  HYDROMULCH (BACK-OF-CURB TO ROW)
 -  BROADCAST SEEDING (ROW TO BACK-OF-LOT)
 -  TEMP. CURB REINFORCED FILTER FABRIC FENCE
- NOTE: REINFORCED FILTER FABRIC BARRIER TO BE PLACED BEHIND ALL BACK OF CURB

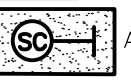






BENCHMARK:
SOURCE BENCHMARK:
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HAVING PUBLISHED INFORMATION AS FOLLOWS:
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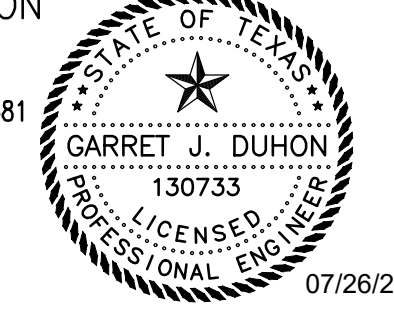
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SWPPP INSTALLATION SEQUENCE

- SWPPP CONTRACTOR:**
1. INSTALL  AT START OF CONSTRUCTION.
 2. INSTALL  AT DESIGNATED LOCATIONS.
- UTILITY CONTRACTOR:**
1. MAINTAIN EXISTING FACILITIES.
 2. INSTALL  FOR STAGE 1 INLETS.
- PAVING CONTRACTOR:**
1. MAINTAIN EXISTING FACILITIES.
- SWPPP CONTRACTOR:**
1. INSTALL  AT DESIGNATED LOCATIONS.
 2. INSTALL  FOR STAGE 2 INLETS UPON COMPLETION OF PAVING.
 3. AREA WITHIN ROW AND ADJACENT EASEMENTS DISTURBED DURING CONSTRUCTION OF UTILITIES TO BE HYDRO-MULCH SEEDING UPON COMPLETION OF UTILITIES.
 4. BROADCAST SEEDING OF DISTURBED AREAS AFTER FINAL GRADING.

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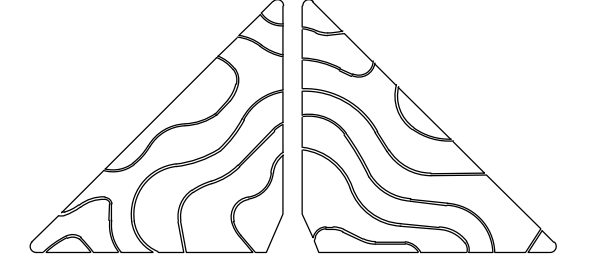


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CITY OF MONTGOMERY CITY ENGINEER _____ DATE _____
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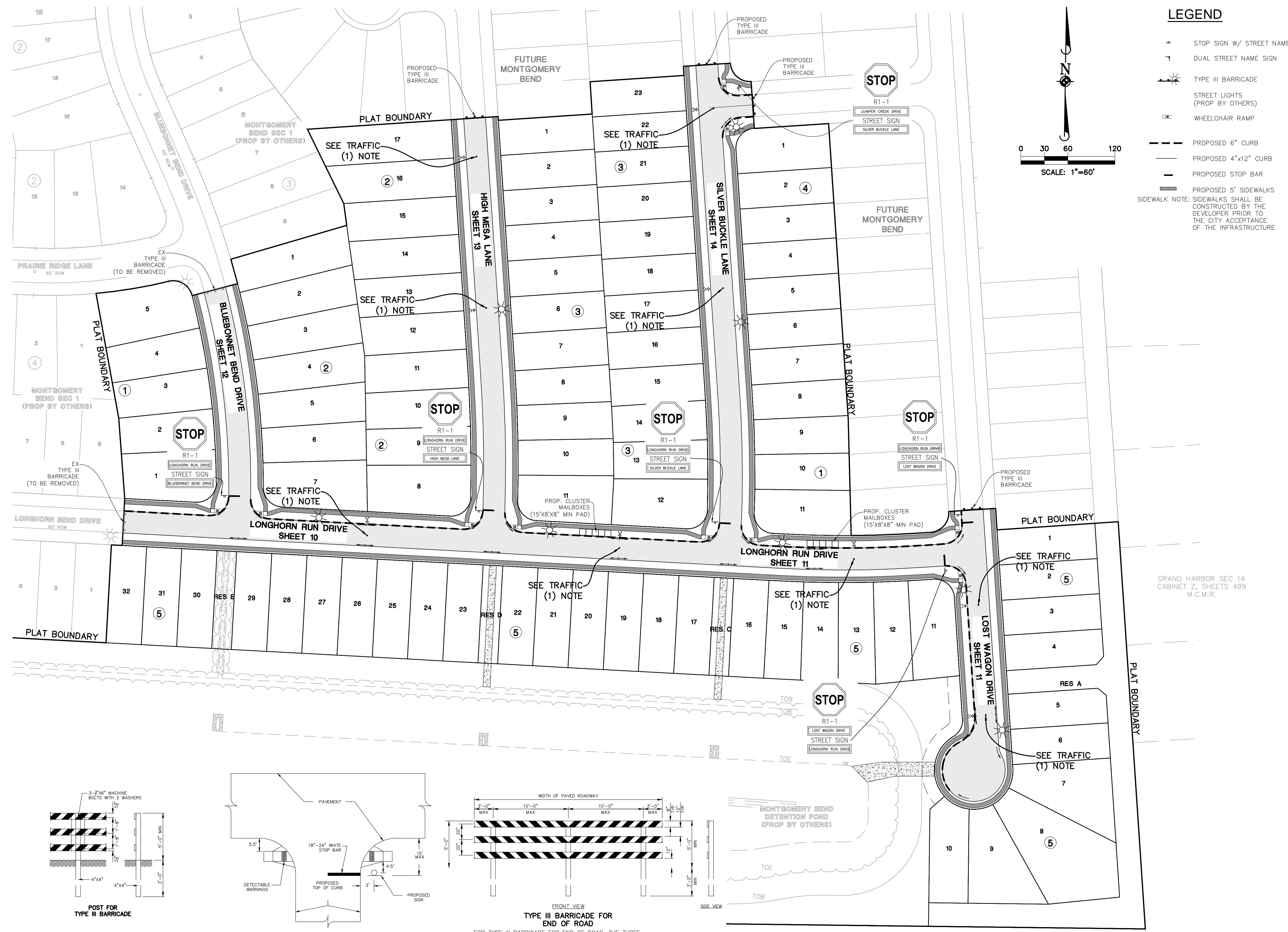
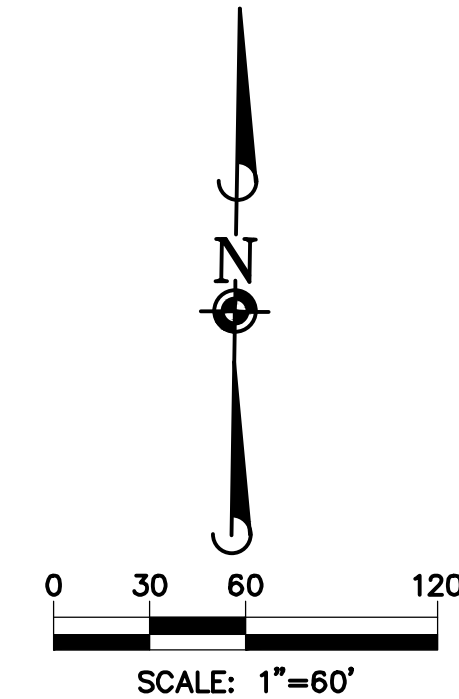
STORM WATER POLLUTION PREVENTION LAYOUT



ELEVATION
land solutions
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9709 LAKESIDE BOULEVARD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

LEGEND

- STOP SIGN W/ STREET NAME
 - DUAL STREET NAME SIGN
 - TYPE III BARRICADE
 - STREET LIGHTS (PROP BY OTHERS)
 - WHEELCHAIR RAMP
 - PROPOSED 6" CURB
 - PROPOSED 4"x12" CURB
 - PROPOSED STOP BAR
 - PROPOSED 5' SIDEWALKS
- SIDEWALK NOTE: SIDEWALKS SHALL BE CONSTRUCTED BY THE DEVELOPER PRIOR TO THE CITY ACCEPTANCE OF THE INFRASTRUCTURE



STREET LIGHTS:

- POLES MUST BE A MINIMUM OF 3FT OF BACK OF CURB.
- IF THE ELECTRICAL UTILITY PROVIDER STANDARDS CONFLICT WITH THE APPROVED LAYOUT BY THE CITY AND/OR CITY STANDARDS, A VARIANCE MUST BE RECEIVED FROM CITY COUNCIL.

TRAFFIC BUTTONS & MEDIAN NOSES:

- PLACE BLUE TRAFFIC BUTTONS 6" OFF THE CENTERLINE OF THE ROADWAY TOWARDS THE RELATED FLUSH VALVE.
- ALL MEDIAN NOSES SHALL BE PAINTED YELLOW.

STREET SIGN NOTES:

- CONTRACTOR TO VERIFY ALL STREET SIGNS WITH THE RECORDED PLAT PRIOR TO ORDERING THE SIGNS.
- ALL R-1 STOP SIGNS SHALL BE 30" X 30" DIAMOND GRADE SHEETING.
- PLACE STREET NAME SIGNS 3" ABOVE STOP SIGNS.
- ALL STREET NAME SIGNS SHALL BE 9" BLADE.
- CONTRACTOR TO COORDINATE STREET SIGN COLOR AND TEXT STYLE WITH THE ENGINEER PRIOR TO ORDERING STREET SIGNS.
- ALL COMBINATION STREET AND REGULATORY SIGNS SHALL BE LOCATED AT CURB RETURNS UNLESS OTHERWISE NOTED.

BENCHMARK:

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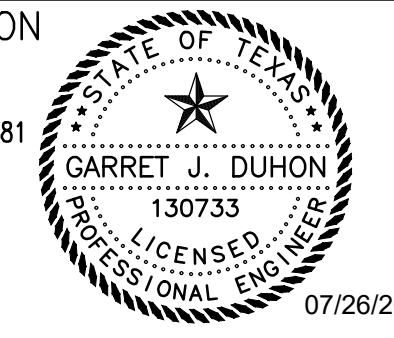
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DATE	REVISION	APP.

GARRET J. DUHON
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SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200



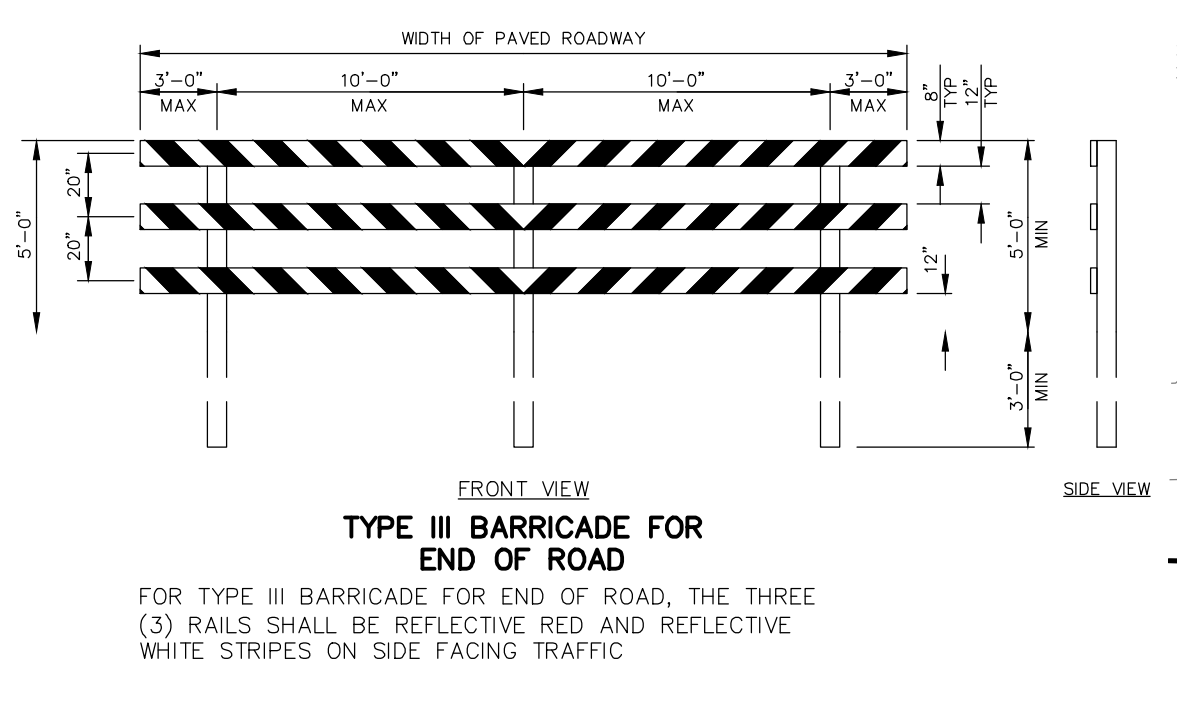
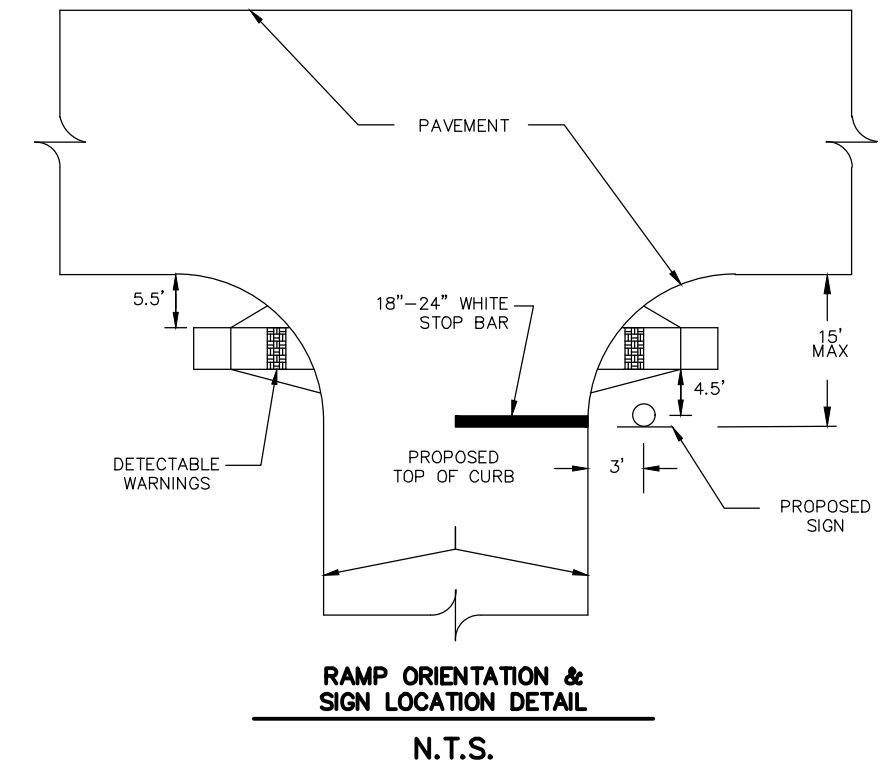
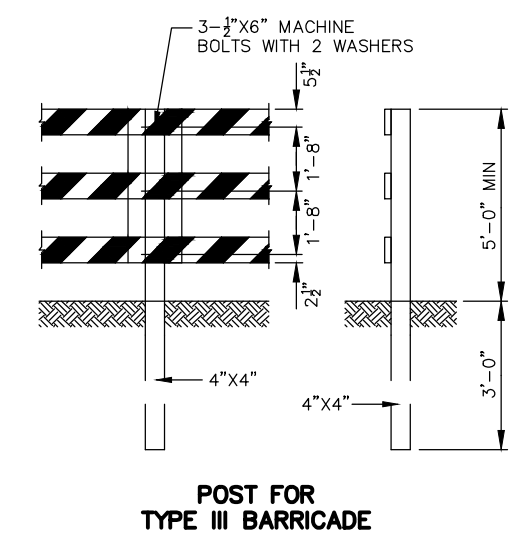
TBPE NO. F-22671

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE VALID FOR ONE (1) YEAR

DATE

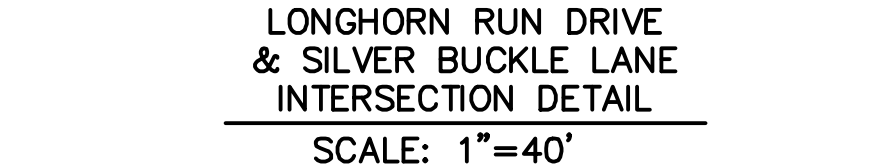
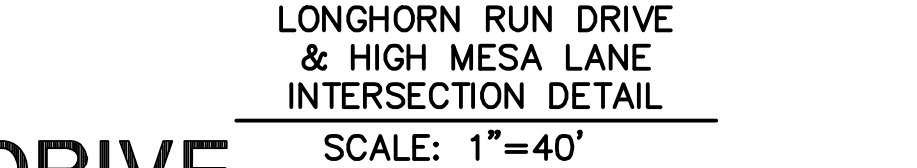
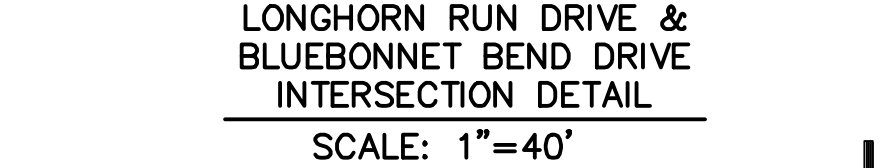
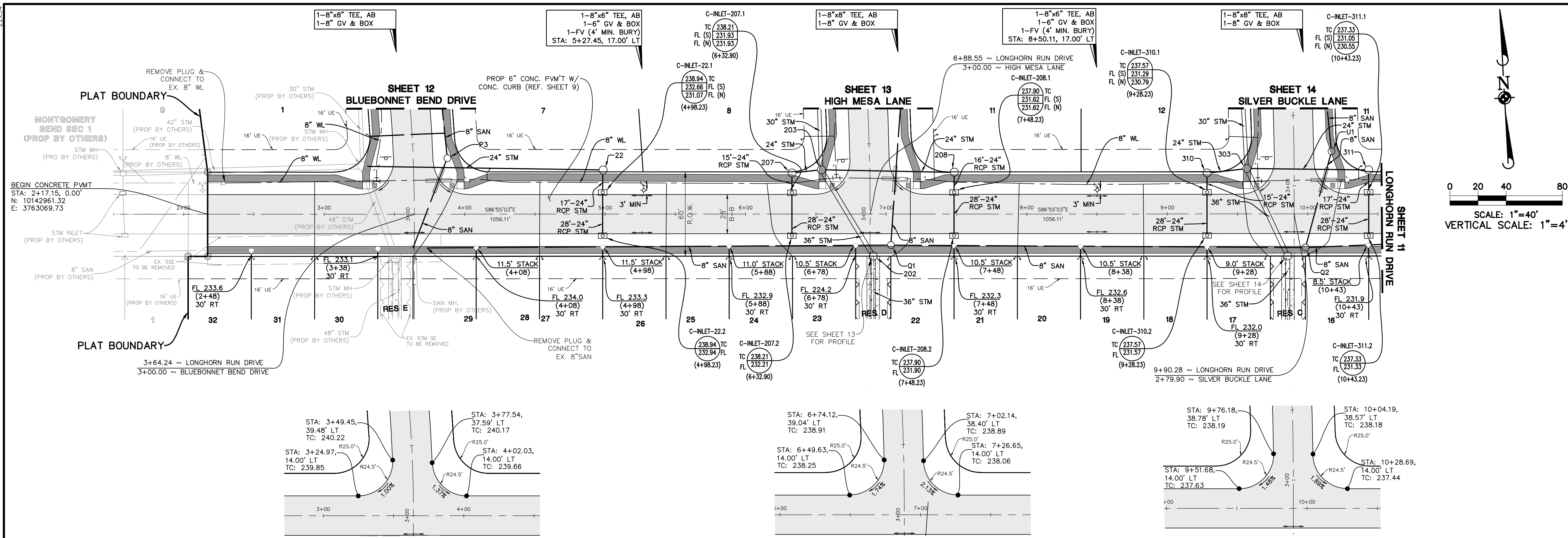
TRAFFIC SIGNAGE & PAVEMENT MARKINGS LAYOUT



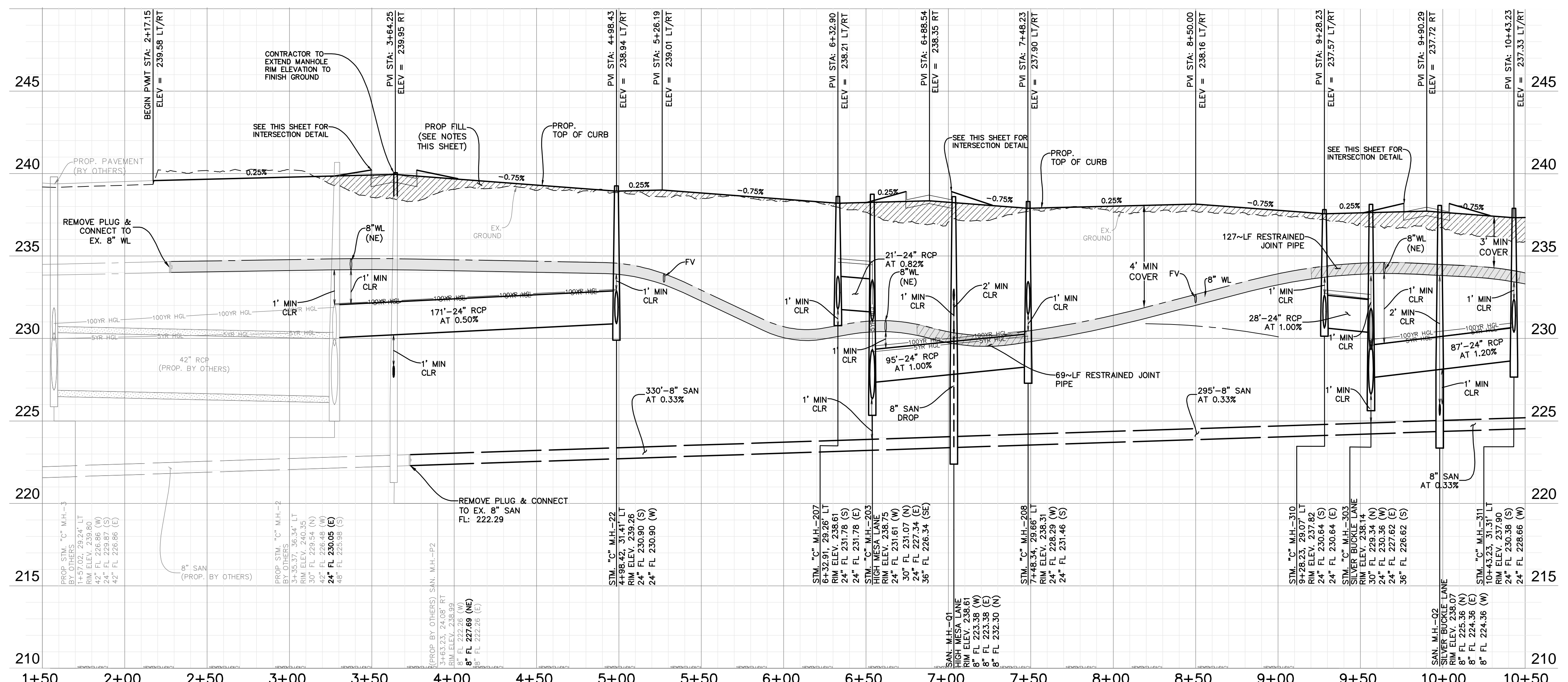
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ELEVATION LAND SOLUTIONS - MONTGOMERY BEND SEC 2 - PROJECT NO. 610.126.006.00

P:\610.126 Mabry and Faulkner Tract\006_Sec 2\dwg_Plan_Sec Drawings\LONGHORN RUN DRIVE STA. 1+50 TO 10+50.dwg 7/26/2023 10:30 AM - STAL/AV/AME/JEA

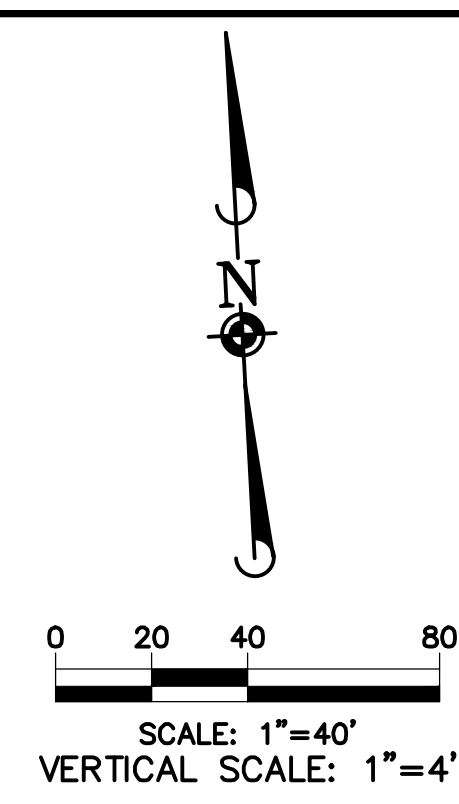


LONGHORN RUN DRIVE



ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
9709 LAKESIDE BOULEVARD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

KEY MAP



WATER LINE-SANITARY SEWER CROSSING NOTE:
POSITION ONE FULL SECTION OF RESTRAINED JOINT WATERLINE AND SANITARY SEWER PIPE CENTERED AT CROSSING. INSERT SANITARY SEWER PIPE WITH CEMENT STABILIZED SAND FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS ONE FOOT BEYOND THE JOINTS ON EACH END. FOR CROSSINGS WHERE PROPOSED WATERLINE IS UNDER PROPOSED SANITARY SEWER, PUT RESTRAINED JOINT DUCTILE IRON PIPE WATERLINE (FOR DIAMETERS LESS THAN 24 INCHES) AND RESTRAINED JOINT PRESSURE RATED (MIN 150 PSI) SANITARY 24" MIN CLEARANCE. NO SEPARATE PAY.

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BENCHMARK:
SOURCE BENCHMARK: ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT DESIGNATION HGCS D 81, PID NO. A66405.
HAVING PUBLISHED INFORMATION AS FOLLOWS:
LATITUDE : 30° 21' 12.45392" NORTH
LONGITUDE : 095° 34' 45.02514" WEST
ORTHO HEIGHT : 212.4 FT. (64.74 METERS)
HORIZONTAL DATUM : NAD83 (2011)
VERTICAL DATUM : NAVD88

FLOODPLAIN INFORMATION:
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Garret J. Duhon
LICENSED PROFESSIONAL ENGINEER
130733
07/26/2023

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
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SIGNATURE VALID FOR ONE (1) YEAR

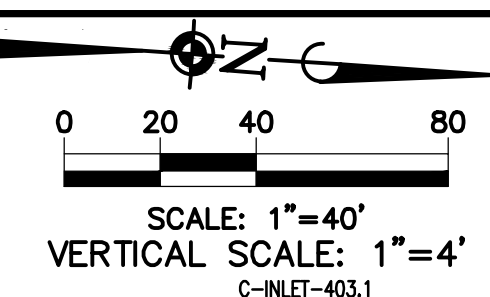
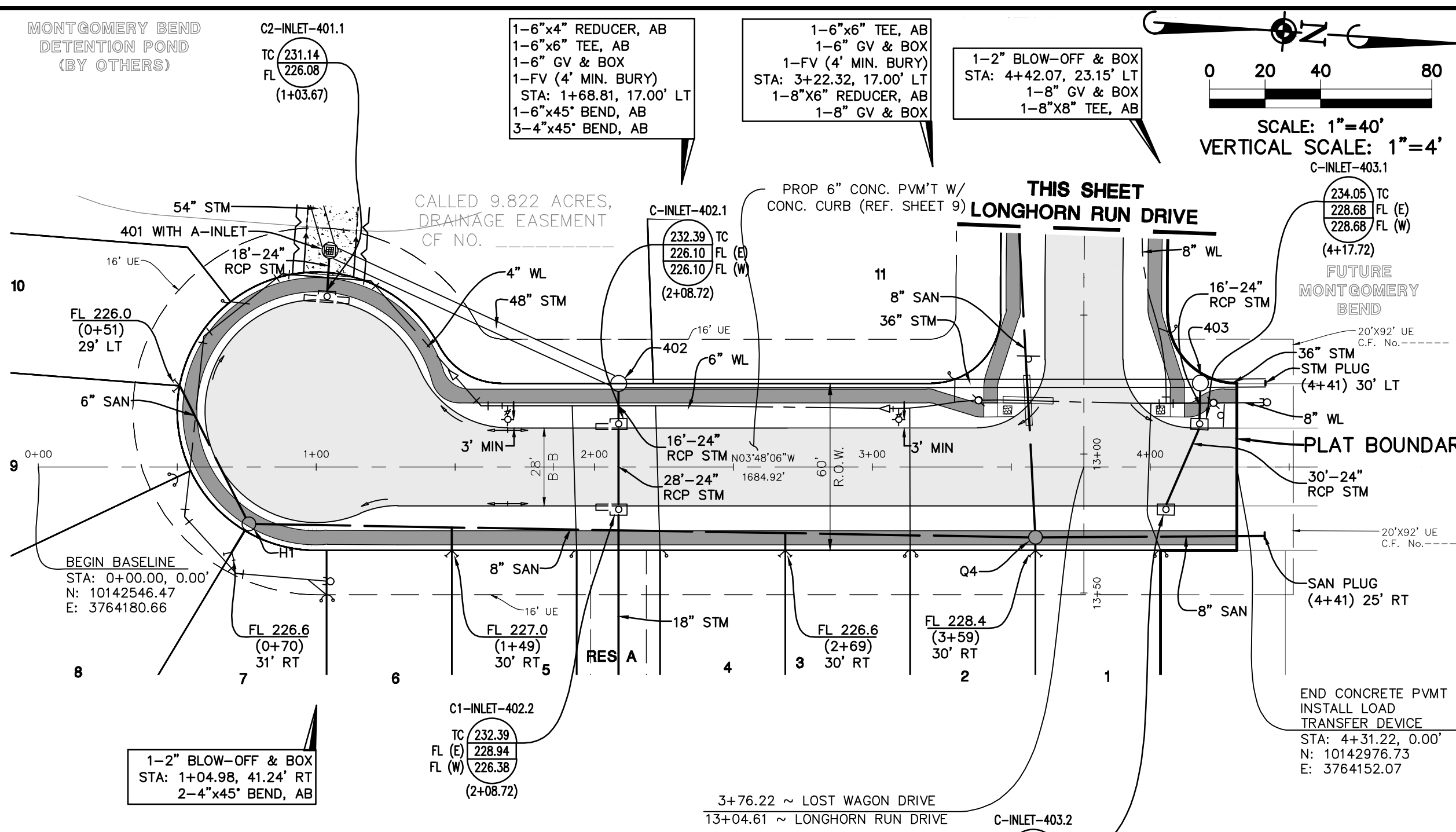
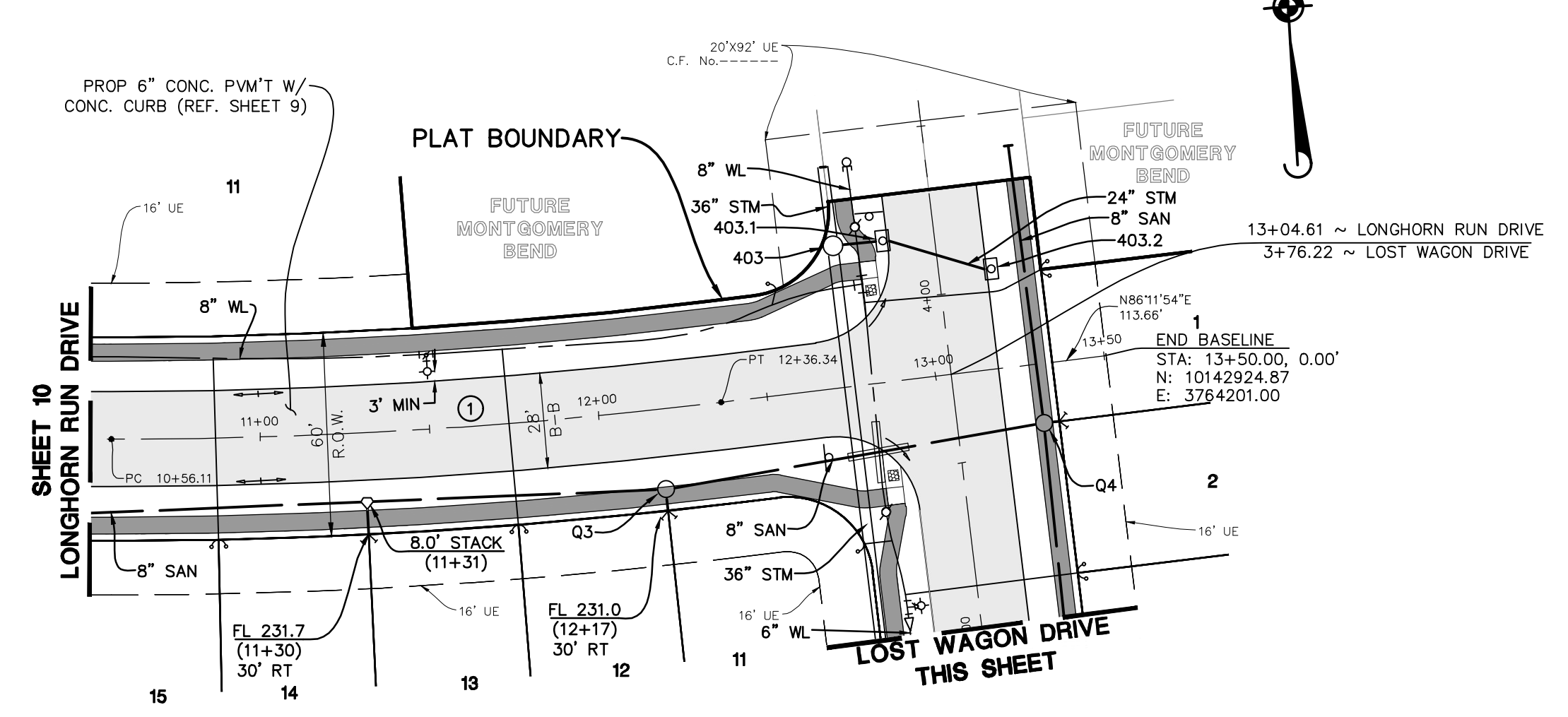
LONGHORN RUN DRIVE
(STA 1+50 TO 10+50)
SHEET 10 OF 21

ELEVATION LAND SOLUTIONS - MONTGOMERY BEND SEC 2 - PROJECT NO. 610.126.006.00

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1-8"x6" TEE, AB
1-8" GV & BOX
1-FV (4' MIN. BURY)
STA: 11+50.38, 17.00' LT

1 CURVE DATA
STA=10+56.11' TO
STA=12+36.34'
D=008'53.03"
L=180.23'
R=1500.00'
T=90.22'



ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
9709 LAKESIDE BOULEVARD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

KEY MAP

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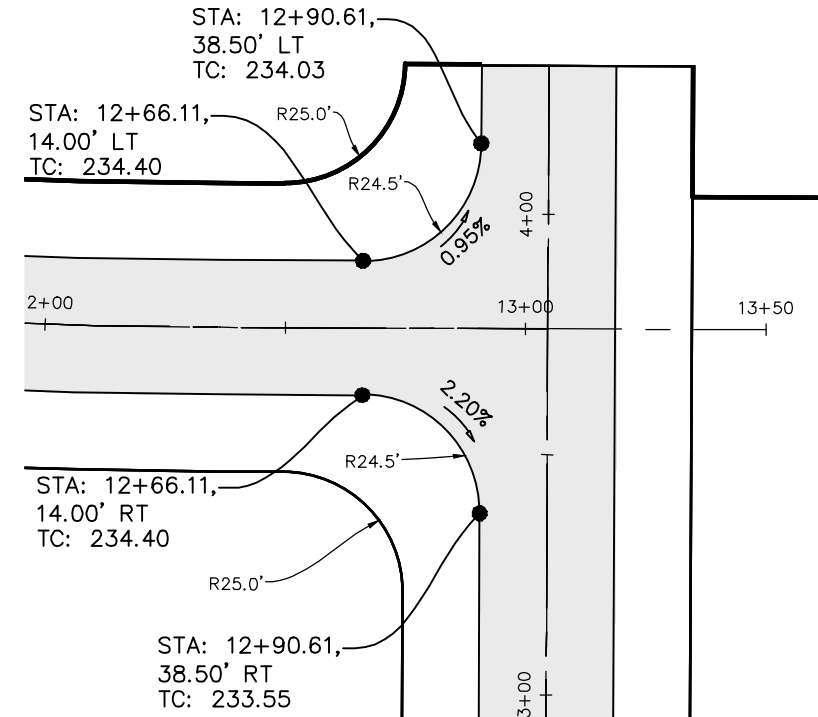
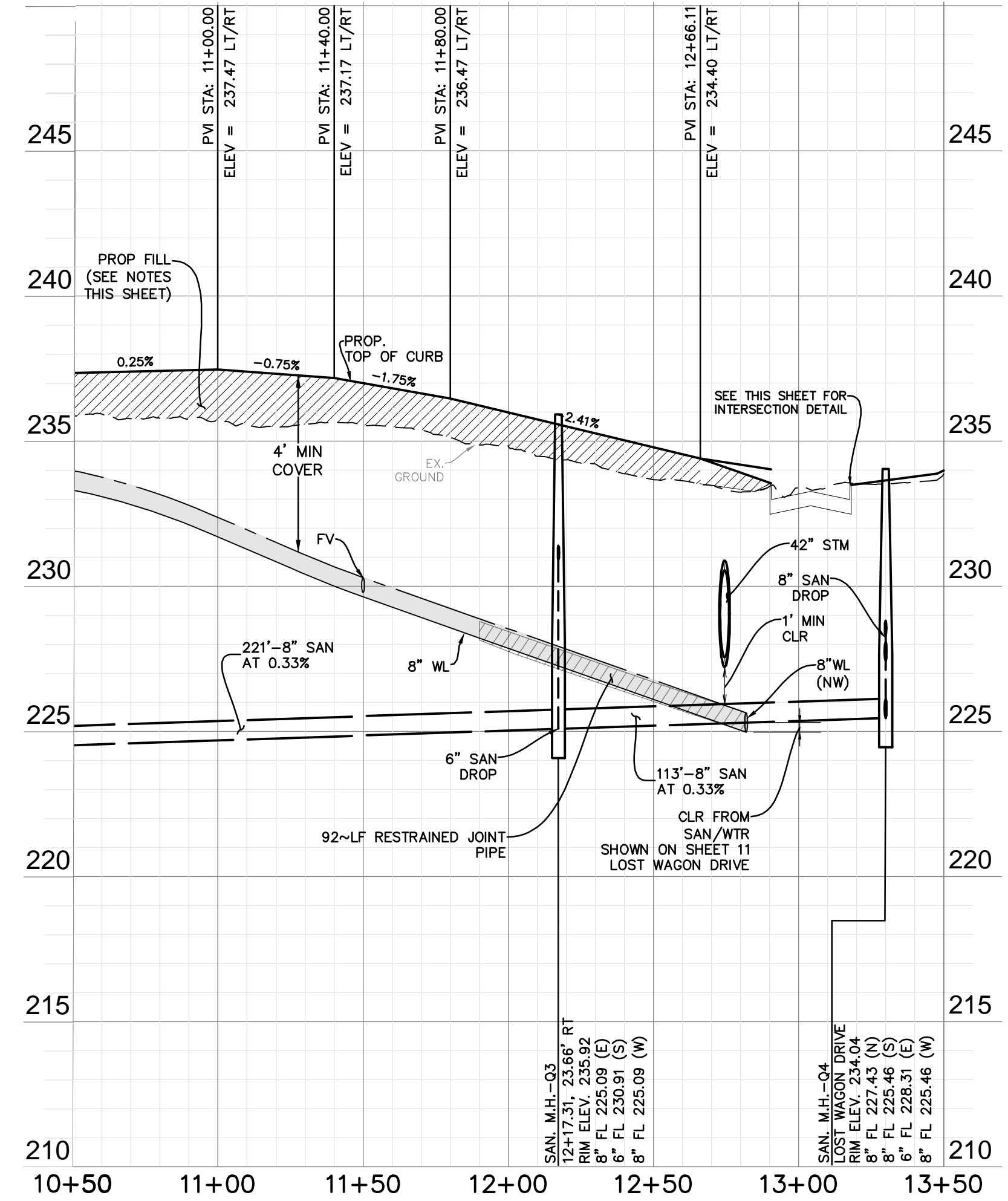
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STATE OF TEXAS
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130733
07/26/2023

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
CITY OF MONTGOMERY CITY ENGINEER SIGNATURE VALID FOR ONE (1) YEAR

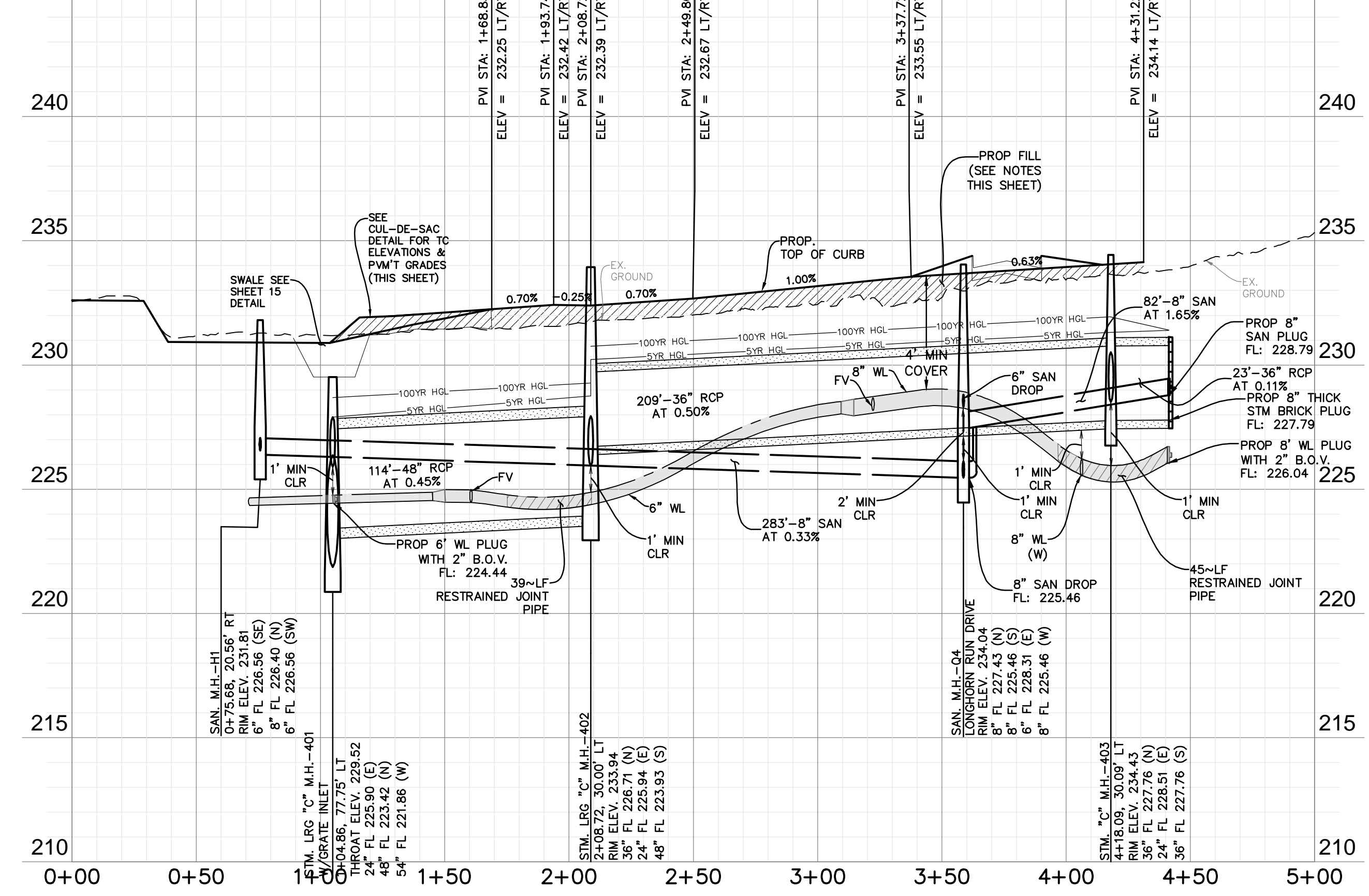
LONGHORN RUN DRIVE & LOST WAGON DRIVE

LONGHORN RUN DRIVE



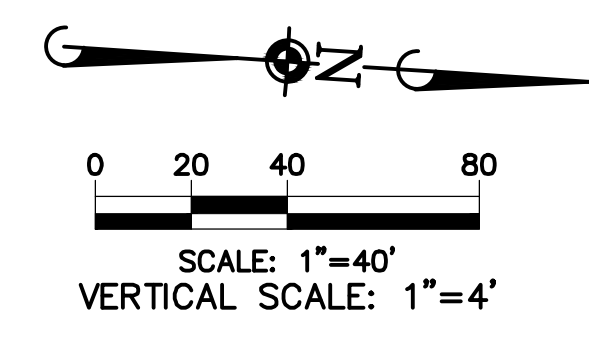
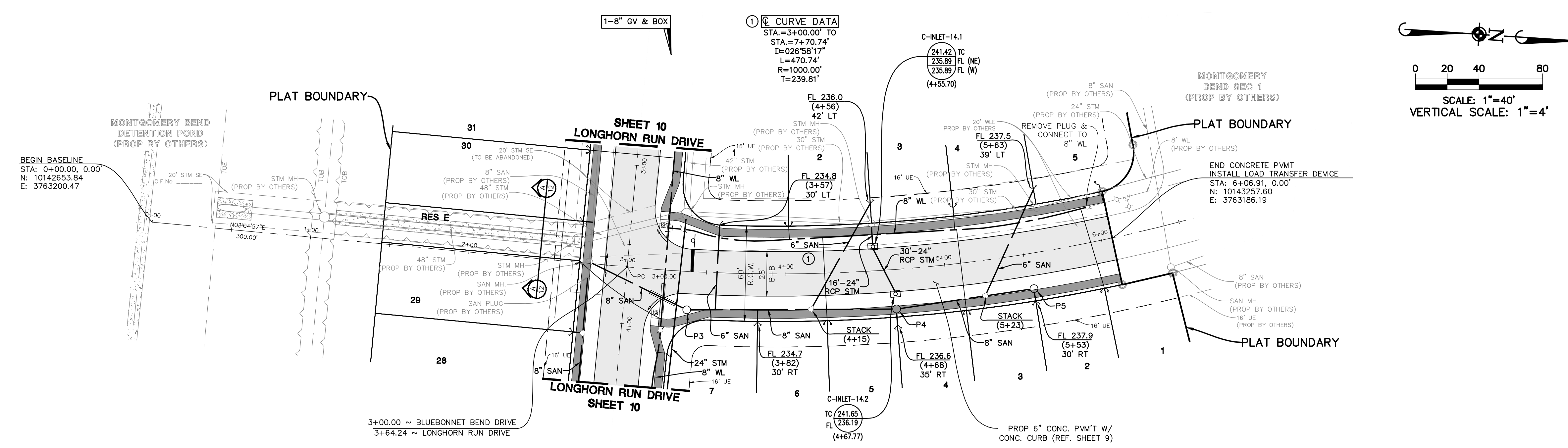
LONGHORN RUN DRIVE & LOST WAGON DRIVE INTERSECTION DETAIL
SCALE: 1"=40'

LOST WAGON DRIVE



ELEVATION LAND SOLUTIONS - MONTGOMERY BEND SEC 2 - PROJECT NO. 610.126.006.00

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ELEVATION
land solutions

TBPE REGISTRATION NUMBER F-22671
9709 LAKESIDE BOULEVARD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

KEY MAP

BLUEBONNET BEND DRIVE

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Garret J. Duhon
TBPE NO. F-22671 07/26/2023

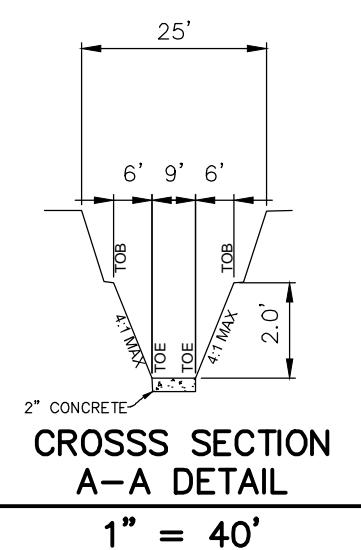
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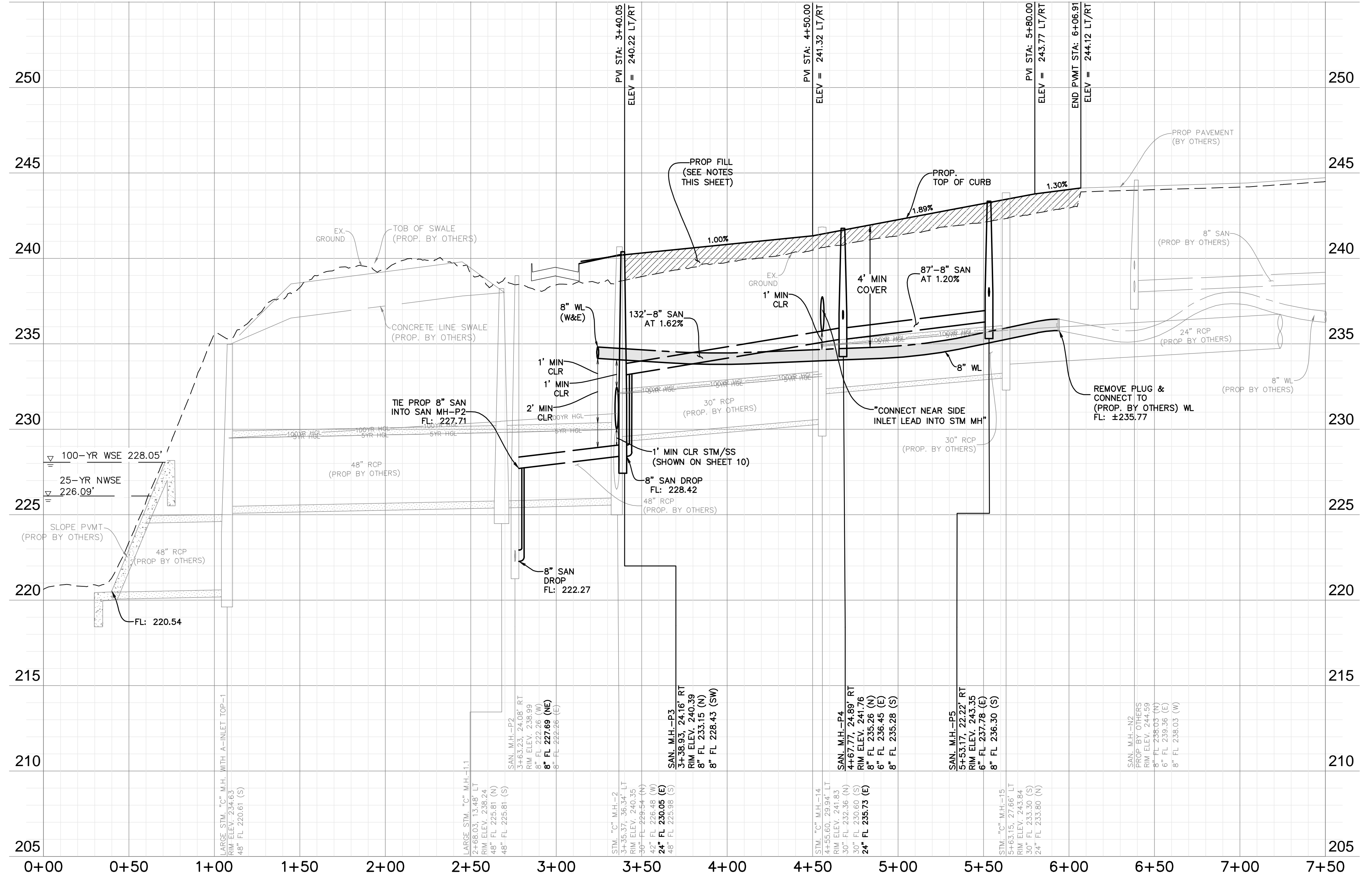
BLUEBONNET BEND DRIVE

SHEET 12 OF 21



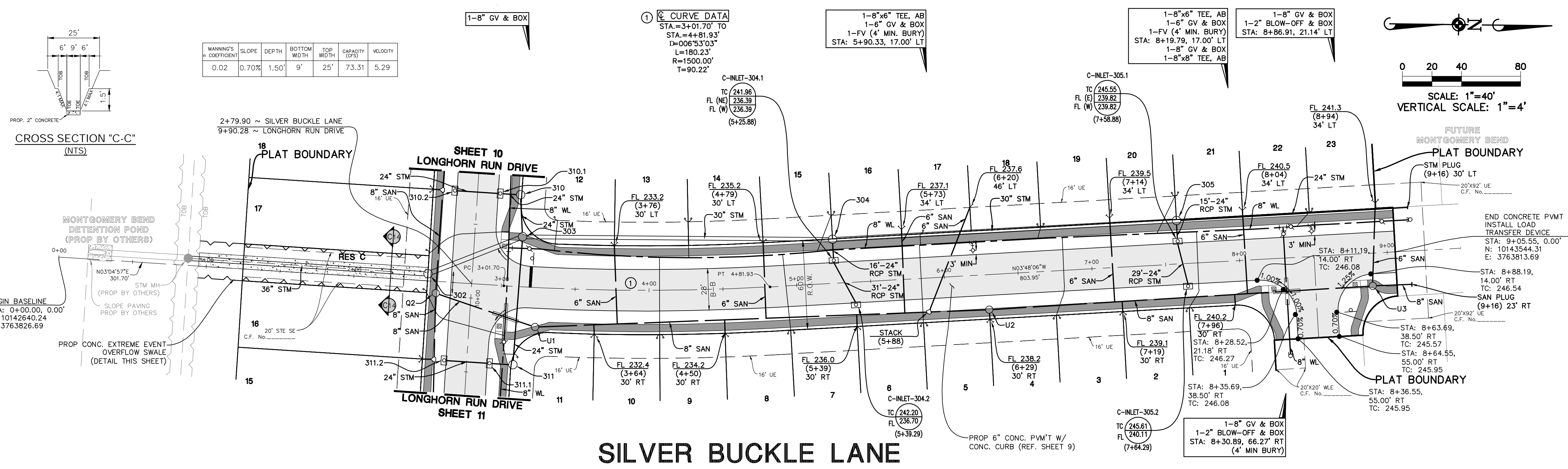
SWALE CAPACITY CALCULATION
 $Q = 1.49 * A * R^{(2/3)} * S^{(1/2)}$

MANNING'S n	SLOPE	DEPTH	FREE BOARD	BOTTOM WIDTH	TOP WIDTH	CAPACITY (CFS)	100-YR OVERFLOW (CFS)	VELOCITY (ft/s)
0.013	1.30%	2.0'	1.20'	9'	25'	60.48	44.21	6.20

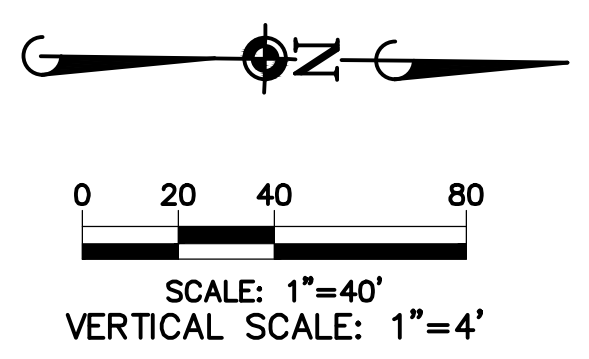


ELEVATION LAND SOLUTIONS - MONTGOMERY BEND SEC 2 - PROJECT NO. 610.126.006.00

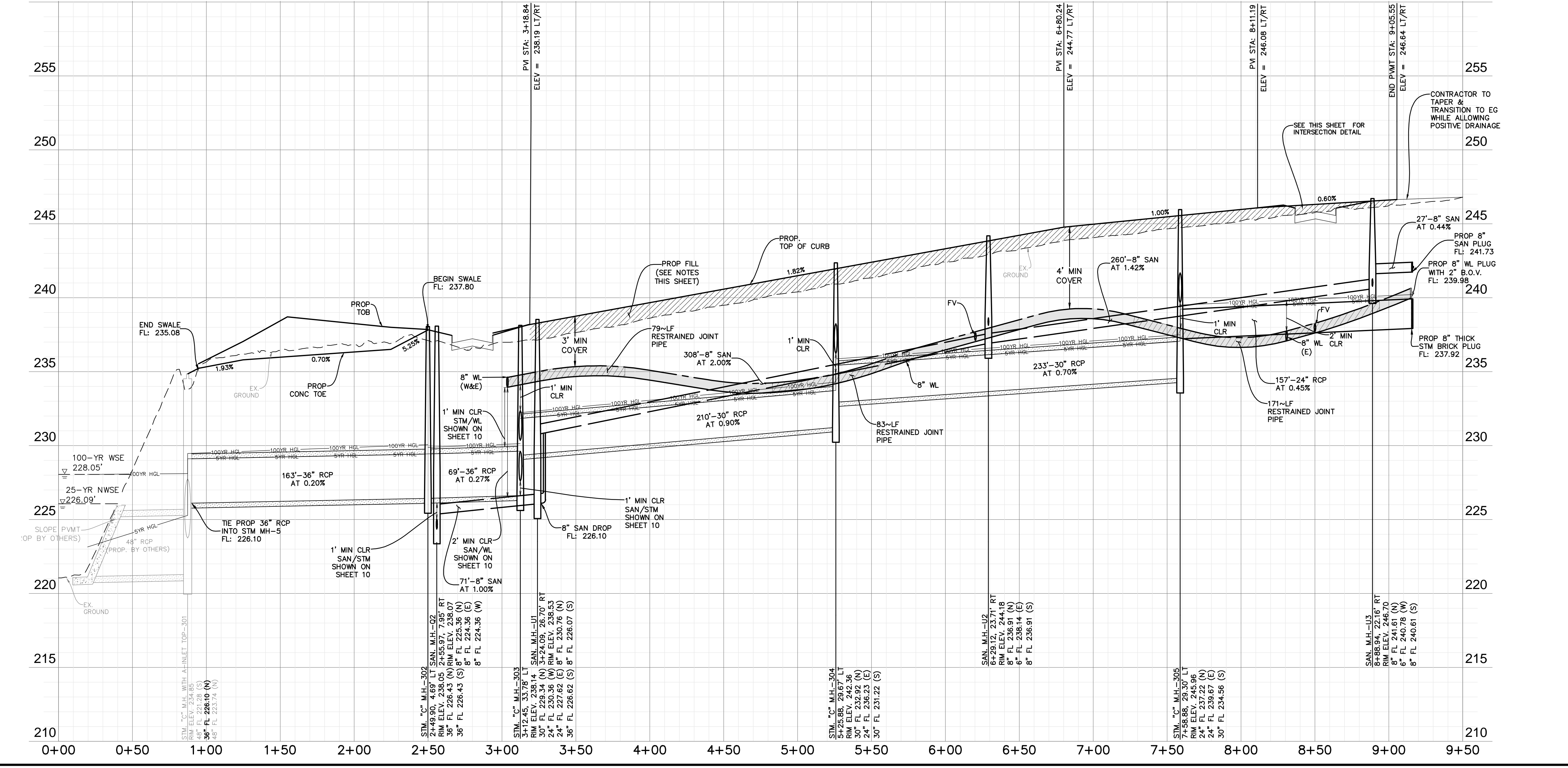
P:\1610126 Mabry and Faulkner Tract\006_Sec 2.dwg - Plan Set Drawings\SILVER BUCKLE LANE.dwg - 7/26/2023 10:35 AM MOJEEZADA



MANNING'S COEFFICIENT	SLOPE	DEPTH	BOTTOM WIDTH	TOP WIDTH	CAPACITY (CFS)	VELOCITY
0.02	0.70%	1.50'	9"	25"	73.31	5.29



SILVER BUCKLE LANE



ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
9709 LAKESIDE BOULEVARD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

KEY MAP

- WATER LINE-SANITARY SEWER CROSSING NOTE:**
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07/26/2023

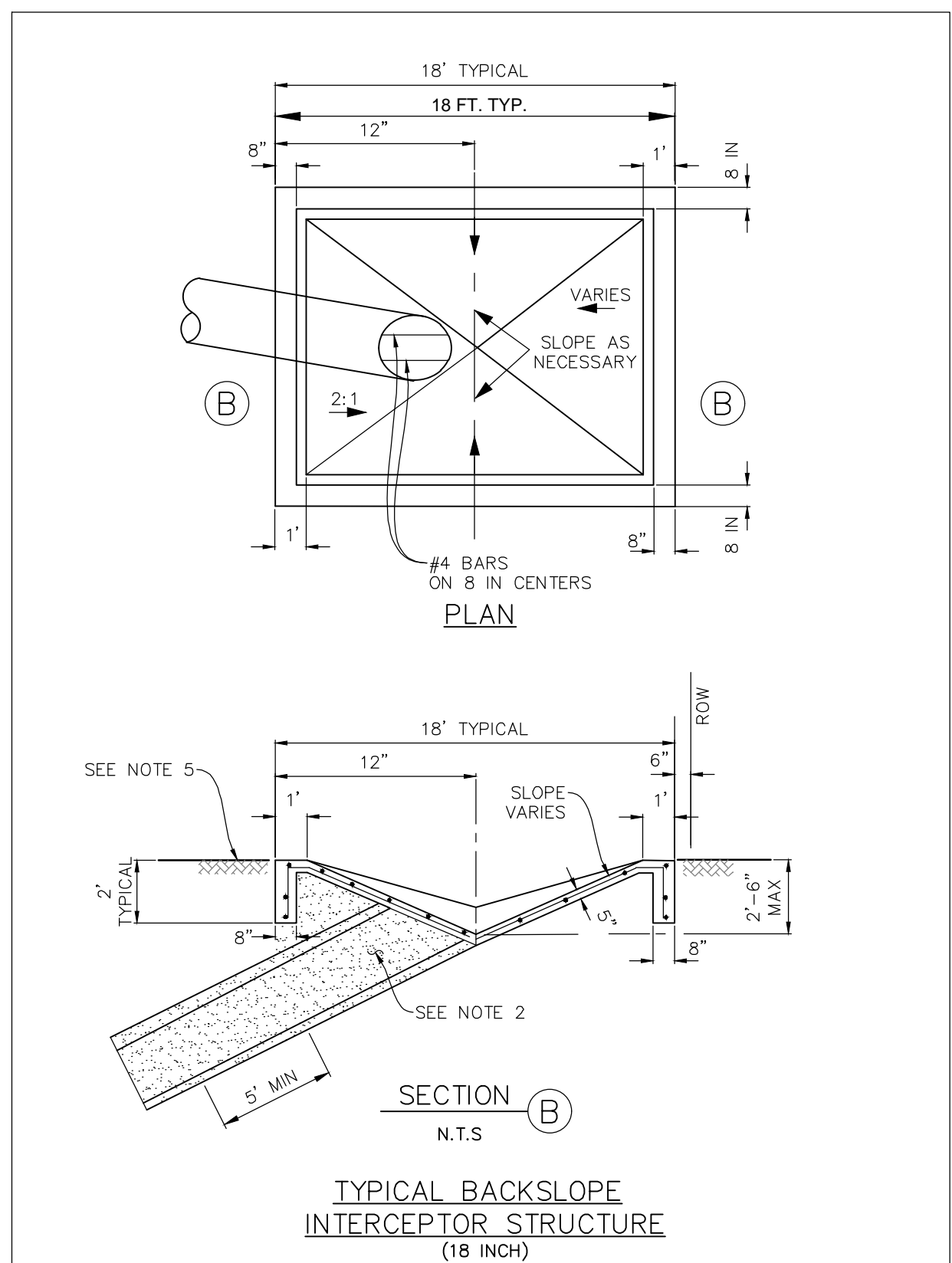
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CITY OF MONTGOMERY CITY ENGINEER DATE
SIGNATURE VALID FOR ONE (1) YEAR

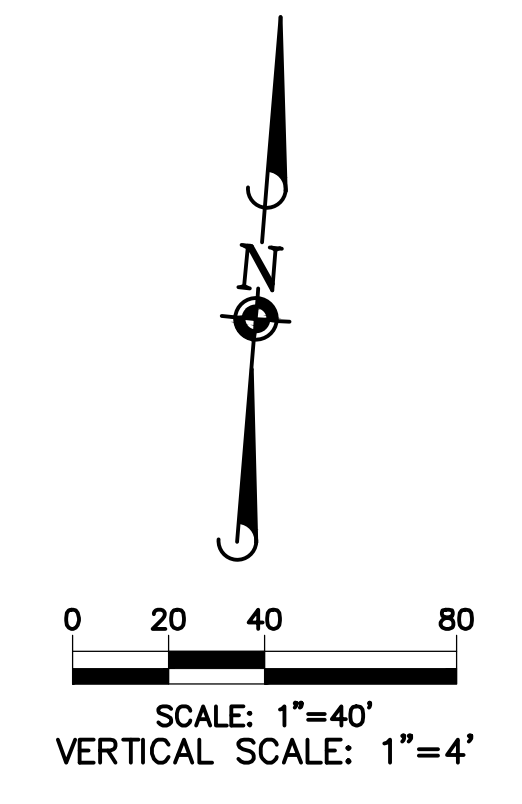
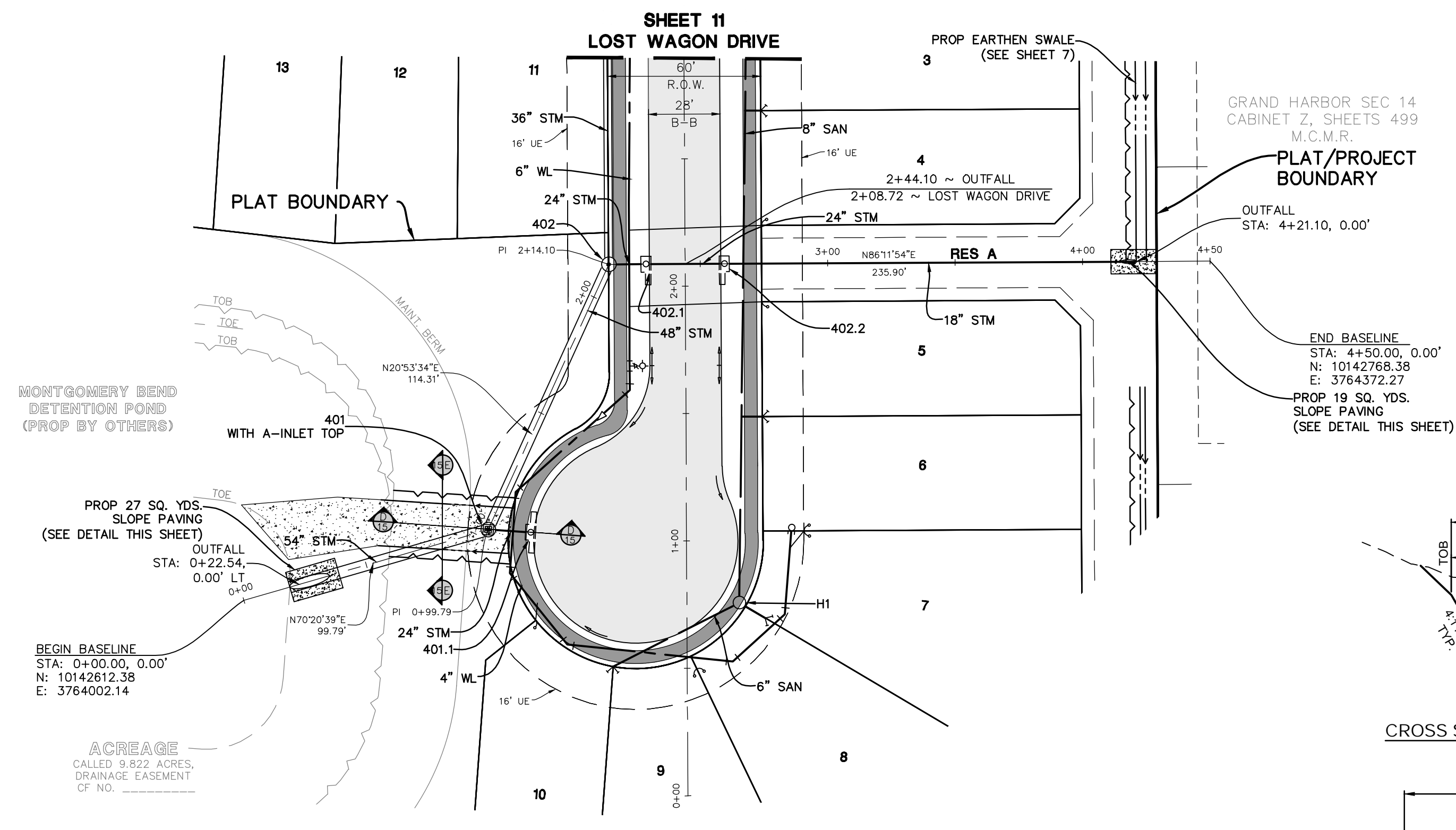
SILVER BUCKLE LANE

SHEET 14 OF 21

ELEVATION LAND SOLUTIONS - MONTGOMERY BEND SEC 2 - PROJECT NO. 610.126.006.00



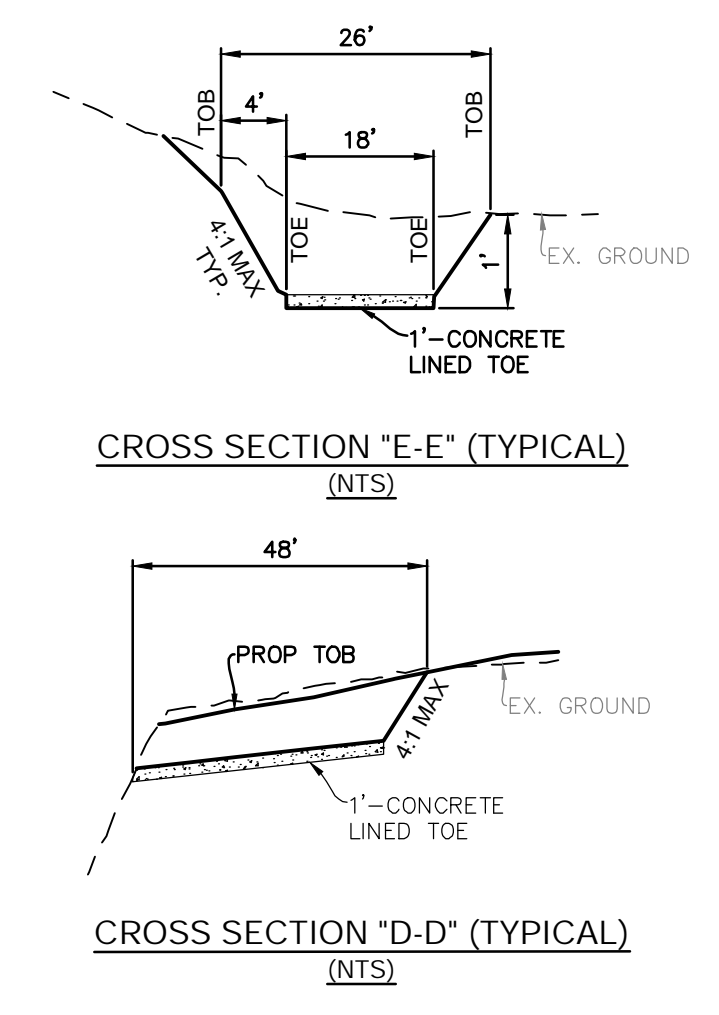
- NOTES**
- BACKSLOPE INTERCEPTOR STRUCTURE PIPES SHALL BE RCP PIPE IN ACCORDANCE WITH SPECIFICATION SECTION 02611 - REINFORCED CONCRETE PIPE.
 - PROVIDE AND PLACE CEMENT STABILIZED SAND IN ACCORDANCE WITH SPECIFICATION SECTION 02321-CEMENT STABILIZED SAND AND SECTION 02316 - STRUCTURAL EXCAVATING.
 - EXCAVATION, FILL AND BACKFILL FOR INTERCEPTOR OUTFALLS SHALL BE IN ACCORDANCE WITH SPECIFICATION SECTION 02316 - EXCAVATION AND BACKFILL FOR STRUCTURES.
 - CONCRETE SHALL BE STRUCTURAL CONCRETE IN ACCORDANCE WITH SPECIFICATION SECTION 03315-CONCRETE FOR UTILITY CONSTRUCTION, INTERCEPTOR STRUCTURES:
 - ADJUST LENGTH AND WIDTH IN FIELD AS NECESSARY.
 - 2- FEET DEEP X 8-INCH WIDE TOE ALL AROUND THE STRUCTURE.
 - STEEL REINFORCING-#4 BARS (GRADE 60) AT 12 INCHES ON CENTER EACH WAY.
 - ANY INTERCEPTOR OUTFALL PIPE LARGER THAN MAXIMUM SIZE INDICATED REQUIRES A SEPARATE DETAIL.
 - MATCH TOP OF CONCRETE WITH NATURAL GROUND.



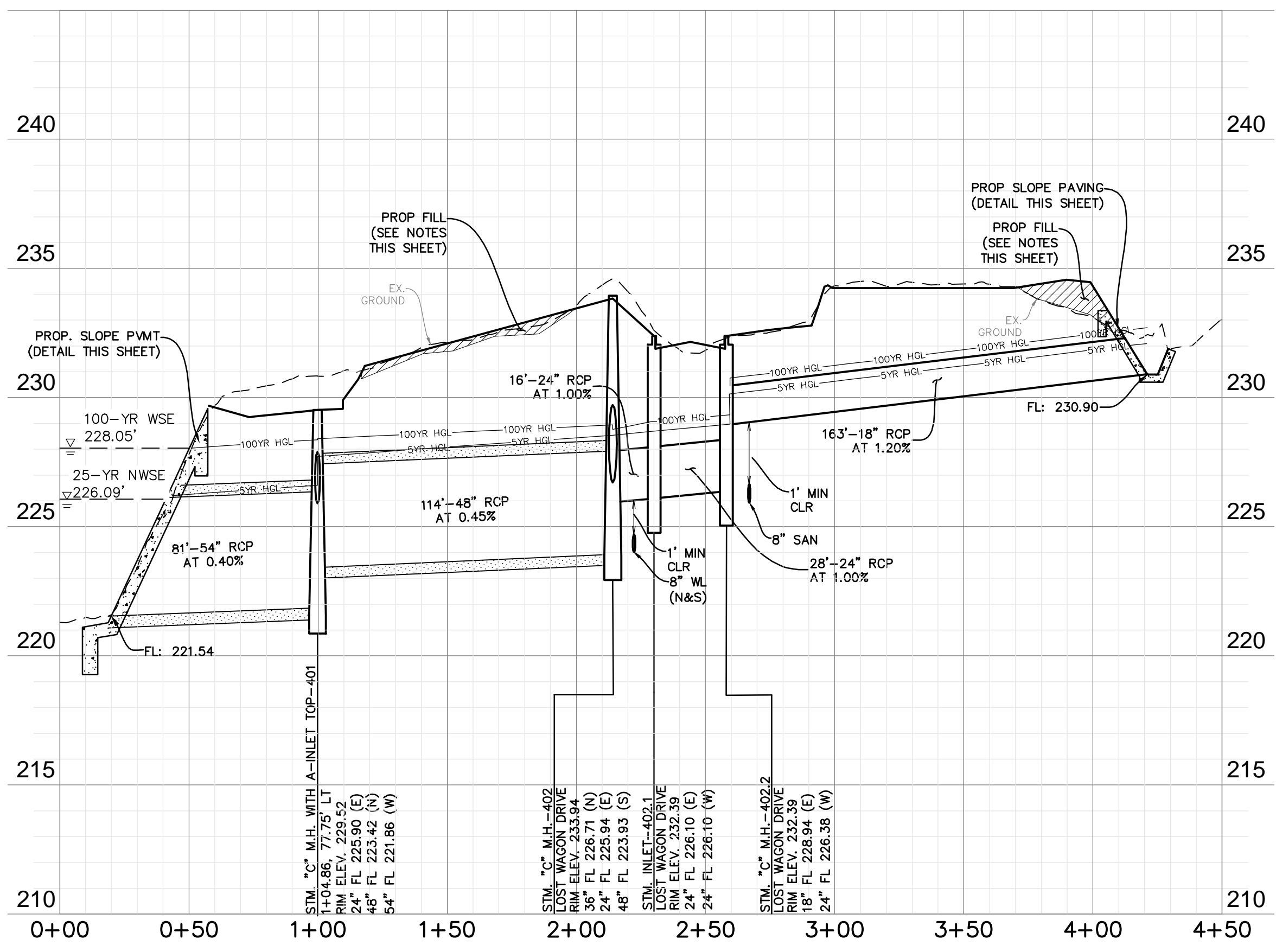
ELEVATION
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KEY MAP

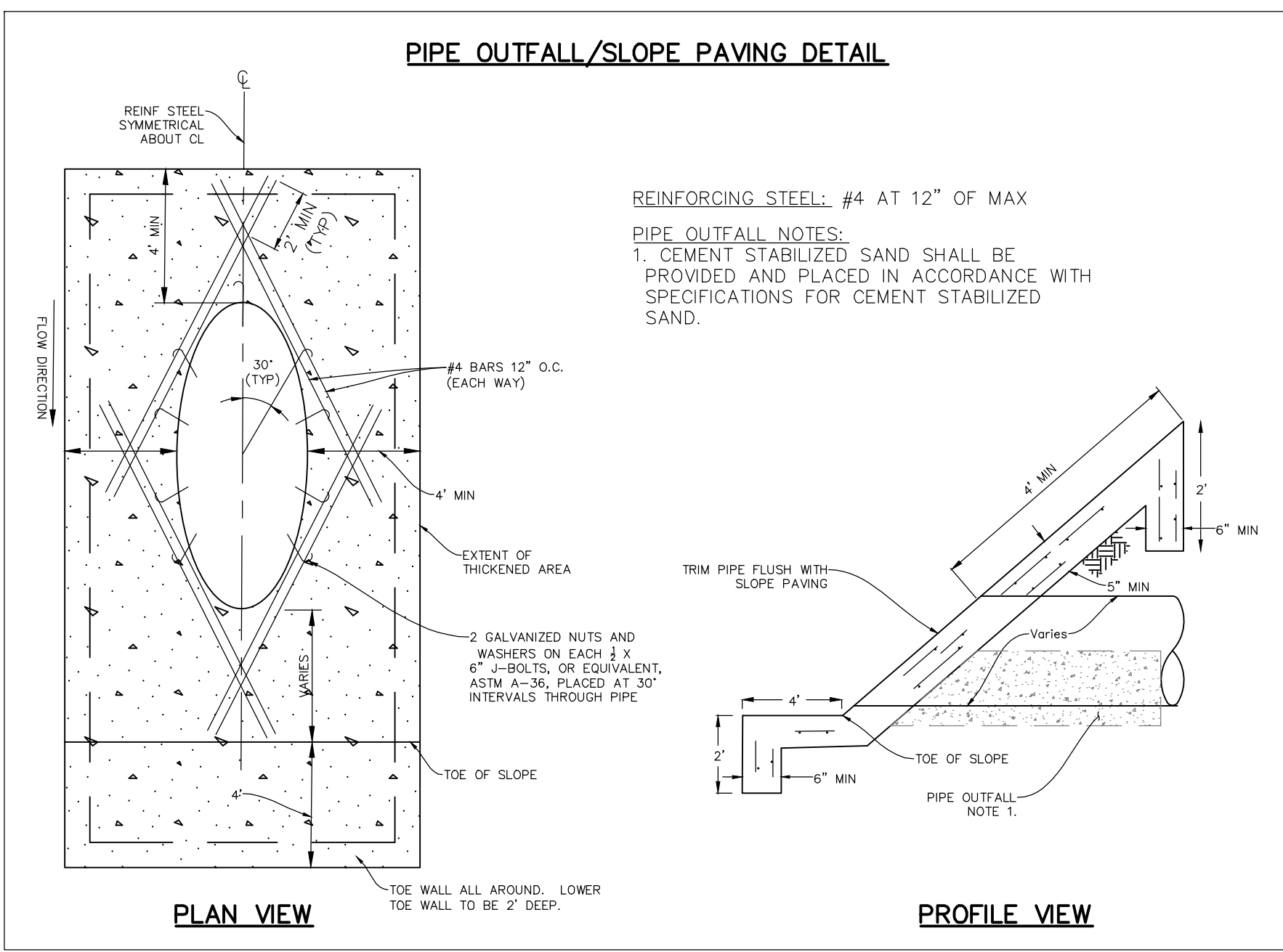
- WATER LINE-SANITARY SEWER CROSSING NOTE:**
- POSITION ONE FULL SECTION OF RESTRAINED JOINT WATERLINE AND SANITARY SEWER PIPE CENTERED AT CROSSING. INSERT SANITARY SEWER PIPE WITH CEMENT STABILIZED SAND FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS ONE FOOT BEYOND THE JOINTS ON EACH END. FOR CROSSINGS WHERE PROPOSED WATERLINE IS UNDER PROPOSED SANITARY SEWER, PUT RESTRAINED JOINT DUCTILE IRON PIPE WATERLINE (FOR DIAMETERS LESS THAN 24 INCHES) AND RESTRAINED JOINT PRESSURE RATED (MIN 150 PSI) SANITARY 24" MIN CLEARANCE. NO SEPARATE PAY.
- FILL NOTES:**
- EXISTING DRAINAGE SWALES: ALL EXISTING DRAINAGE SWALES SHALL BE FILLED AS SHOWN WITH MATERIAL FROM EXISTING ADJACENT SPOIL BANKS IN MAXIMUM 8" LOOSE LIFTS AND COMPACTED TO 95% PROCTOR DENSITY AS PER AASHTO TEST METHOD T-99.
 - EXISTING DRAINAGE SWALES: ALL EXISTING DRAINAGE SWALES UNDER PROPOSED CONCRETE PAVEMENT SHALL BE CLEANED, MUCKED OUT AND SCARIFIED TO A MINIMUM DEPTH OF 6" AND FILLED AS SPECIFIED ABOVE IN FILL NOTE NO. 1. NO SEPARATE PAY.
 - ROADWAY EMBANKMENT: STRIP 3" OF VEGETATION FROM AREA TO BE FILLED AND RE-COMPACT SOIL TO 95% PROCTOR DENSITY. PLACE FILL MATERIAL AS SPECIFIED IN FILL NOTE NO. 1.



OUTFALL



MANNING'S n	SLOPE	DEPTH	BOTTOM WIDTH	TOP WIDTH	CAPACITY (CFS)	100-YR OVERFLOW (CFS)	VELOCITY (ft/s)
0.02	1.10%	1.0	18'	26'	54.39	101.80	6.80



BENCHMARK:
SOURCE BENCHMARK: ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY MONUMENT DESIGNATION HGCS 81, PID No. A16405.
HAVING PUBLISHED INFORMATION AS FOLLOWS:
LATITUDE : 30° 21' 12.45392" NORTH
LONGITUDE : 095° 34' 45.02514" WEST
ORTHO HEIGHT : 212.4 FT. (64.74 METERS)
HORIZONTAL DATUM : NAD83 (2011)
VERTICAL DATUM : NAVD88

FLOODPLAIN INFORMATION:
ACCORDING TO MAP Nos. 48339C0200G OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR MONTGOMERY COUNTY, DATED AUGUST 18, 2014, THE SUBJECT TRACT IS SITUATED WITHIN UNSHADED ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD PLAIN.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DATE	REVISION	APP.

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TBPE NO. F-22671
07/26/2023

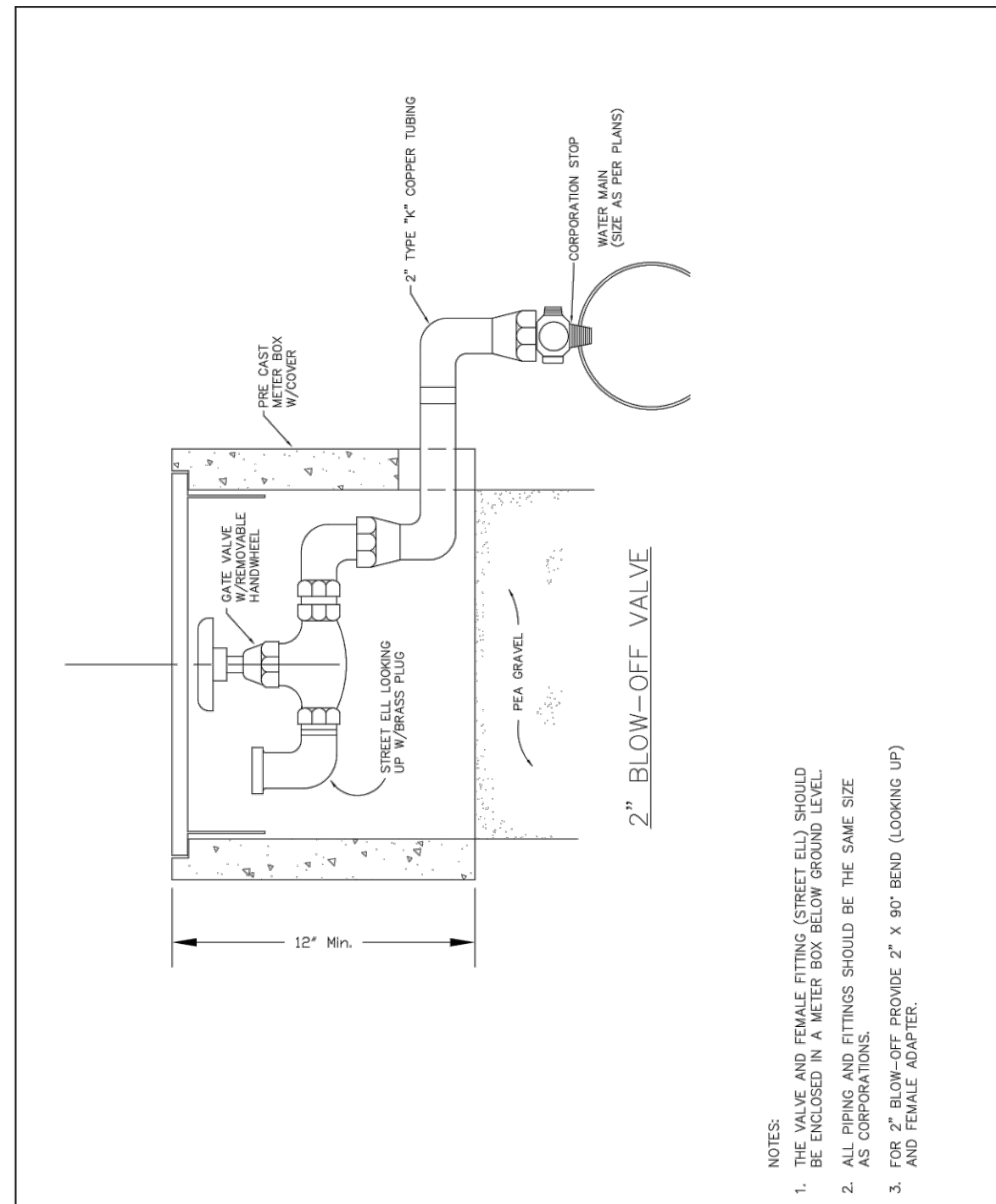
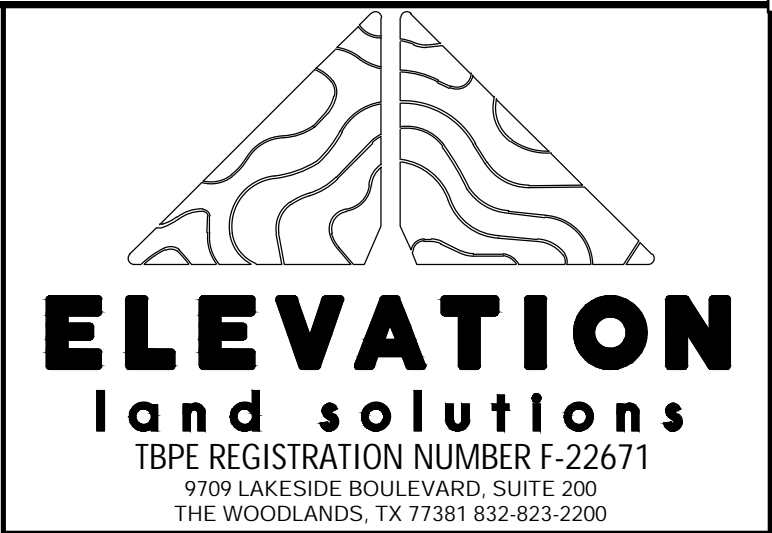
CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE VALID FOR ONE (1) YEAR

DATE

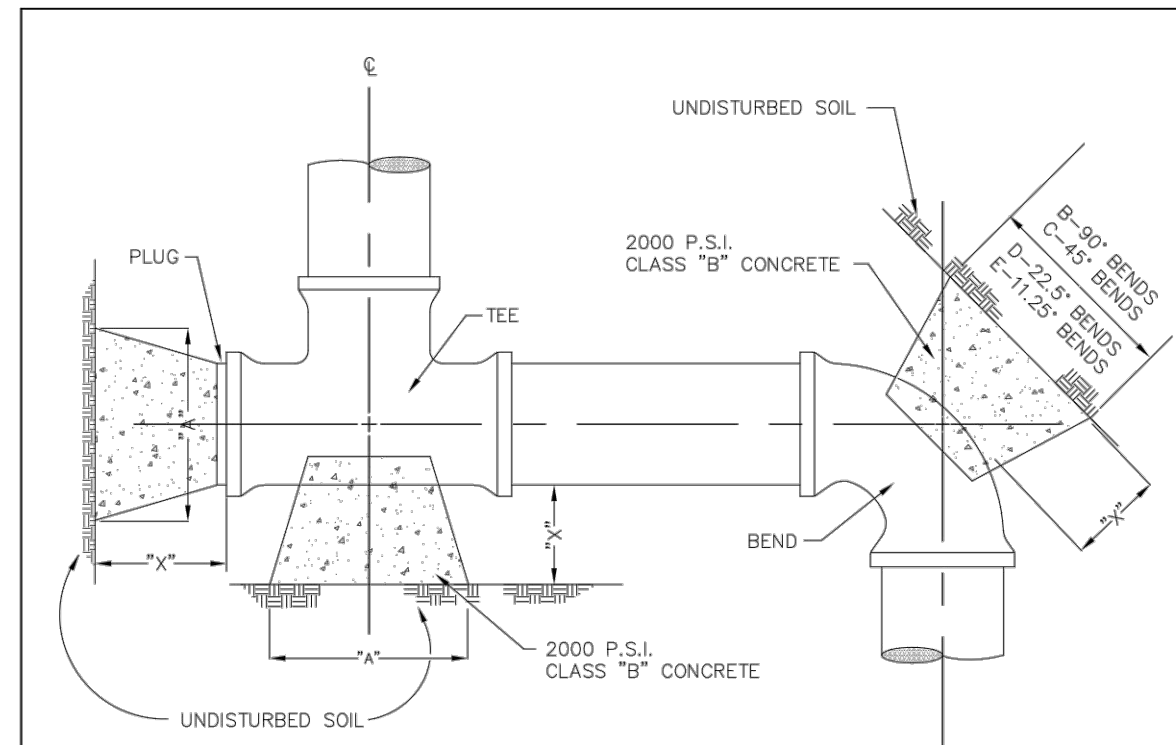
OUTFALL

SHEET 15 OF 21



NOTES:
 1. THE VALVE AND FEMALE FITTING (STREET END) SHOULD BE ENCLOSED IN A METER BOX BELOW GROUND LEVEL.
 2. ALL PIPING AND FITTINGS SHOULD BE THE SAME SIZE.
 3. FOR 2" BLOW-OFF, REMOVE 2" X 90° BEND (LOOKING UP) AND FEMALE ADAPTER.

REVISIONS	CITY OF MONTGOMERY 2" BLOW-OFF VALVE FOR WATERLINE	WATER
		W-13



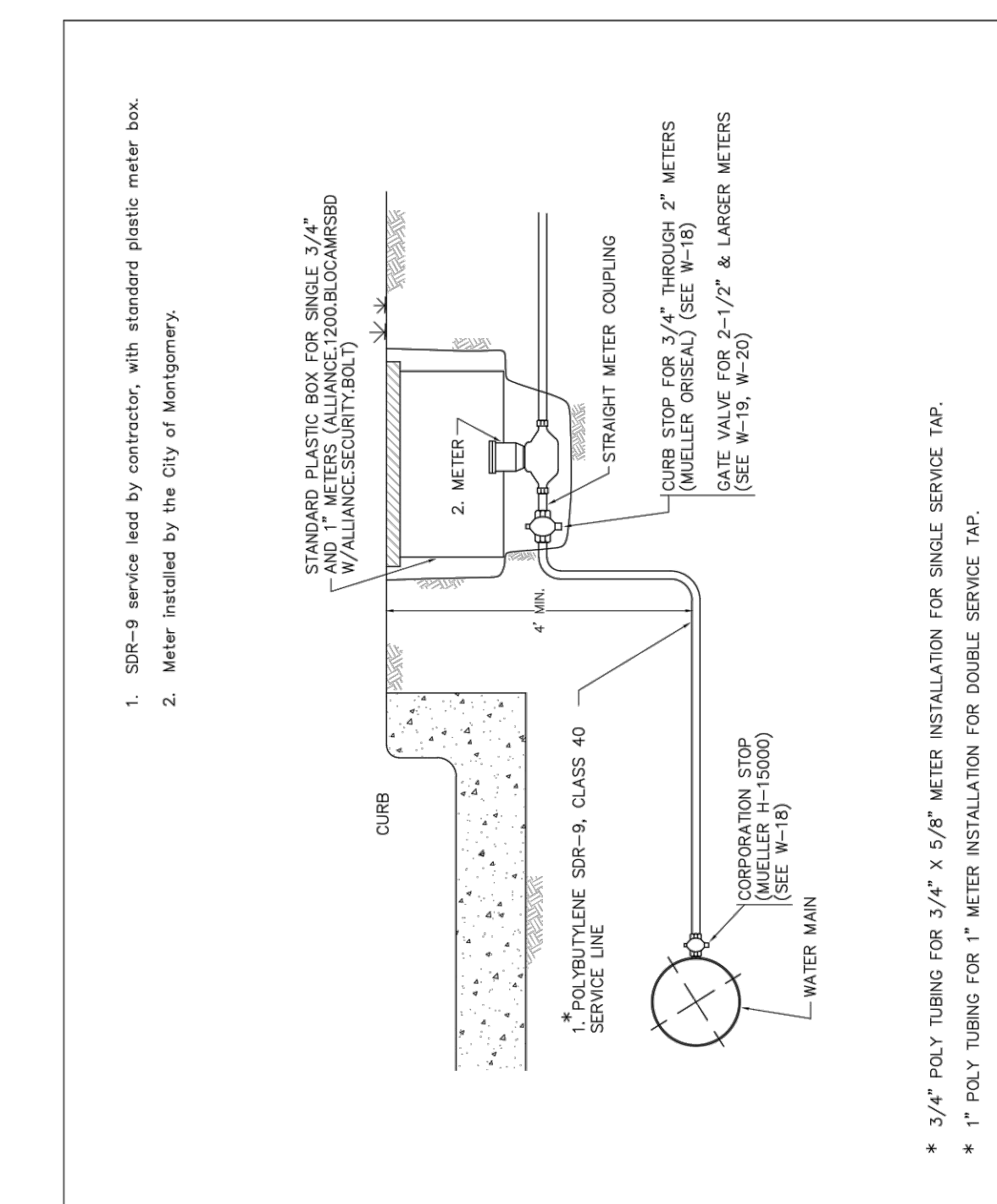
HORIZONTAL BLOCKING TABLE

Dimension "X" to be a minimum of (1) foot, but is to be increased where necessary to provide bearing against undisturbed trench wall.

PIPE SIZE	"X" DIM.	90° BENDS		45° BENDS		22.5° BENDS		11.25° BENDS	
		MIN. AREA	MIN. VOL.	MIN. AREA	MIN. VOL.	MIN. AREA	MIN. VOL.	MIN. AREA	MIN. VOL.
4"	1'-0"	0.88	0.05	1'-0"	0.83	0.05	1'-0"	0.83	0.05
6"	1'-6"	1.06	0.06	1'-2"	1.50	0.09	1'-0"	0.83	0.05
8"	1'-6"	1.89	0.11	1'-6"	2.66	0.15	1'-3"	1.44	0.08
10"	1'-6"	2.95	0.17	2'-0"	4.17	0.24	1'-6"	2.26	0.13
12"	1'-6"	4.25	0.24	2'-7"	6.00	0.34	1'-9"	3.25	0.18
16"	2'-0"	7.34	0.56	3'-0"	10.65	0.79	2'-3"	5.76	0.43
18"	2'-0"	7.70	0.57	3'-5"	10.89	0.82	2'-6"	5.89	0.44
20"	2'-0"	7.86	0.59	3'-9"	11.12	0.84	2'-9"	6.01	0.45
24"	2'-6"	11.33	0.84	4'-3"	16.00	1.20	3'-2"	8.65	0.65

NOTE: Calculations in Minimum Area column are in square feet. Calculations in Minimum Volume column are in cubic yards.

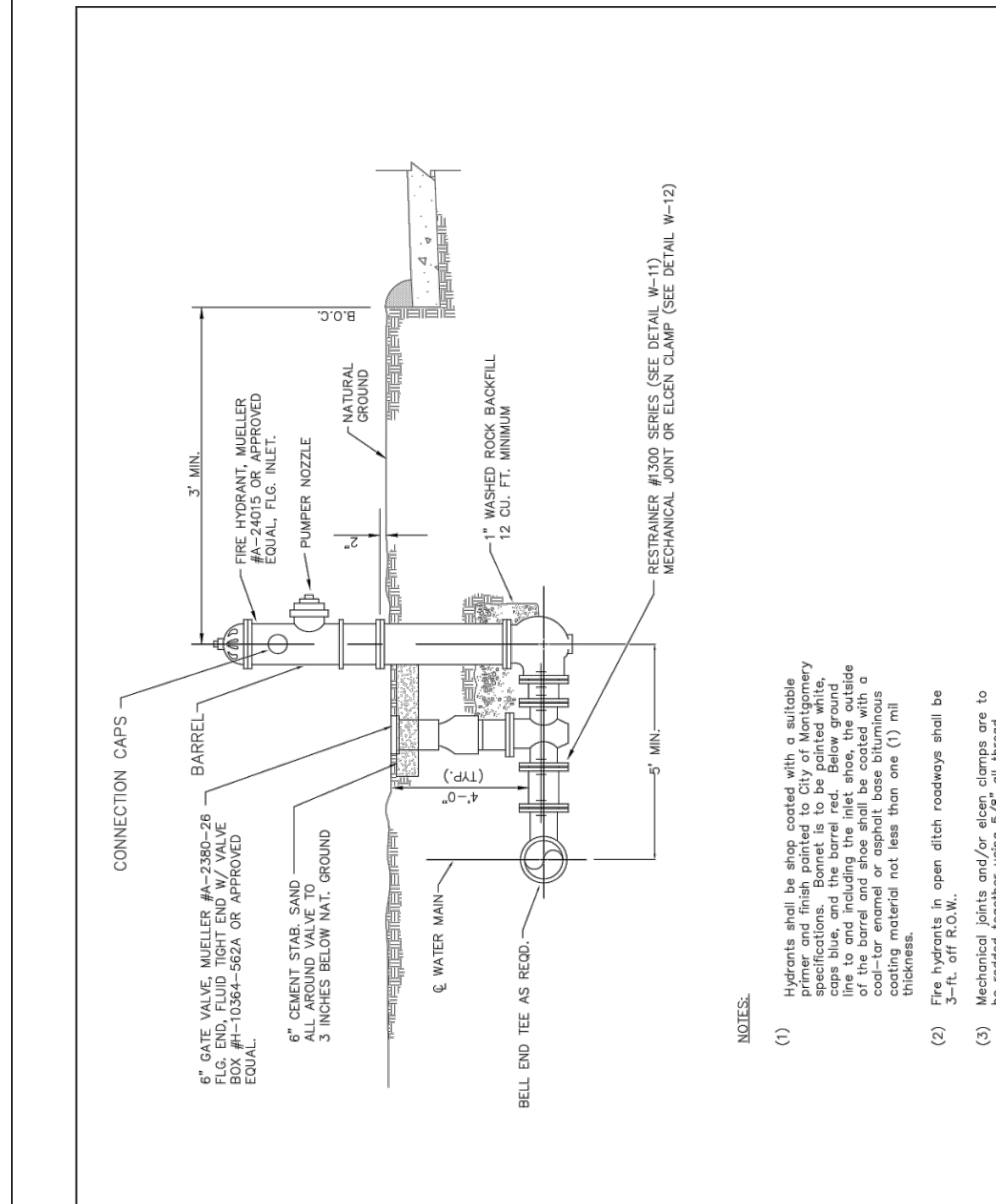
REVISIONS	CITY OF MONTGOMERY HORIZONTAL BLOCKING FOR WATERLINE	WATER
		W-2



1. SDR-9 service lead by contractor, with standard plastic meter box.
 2. Meter installed by the City of Montgomery.

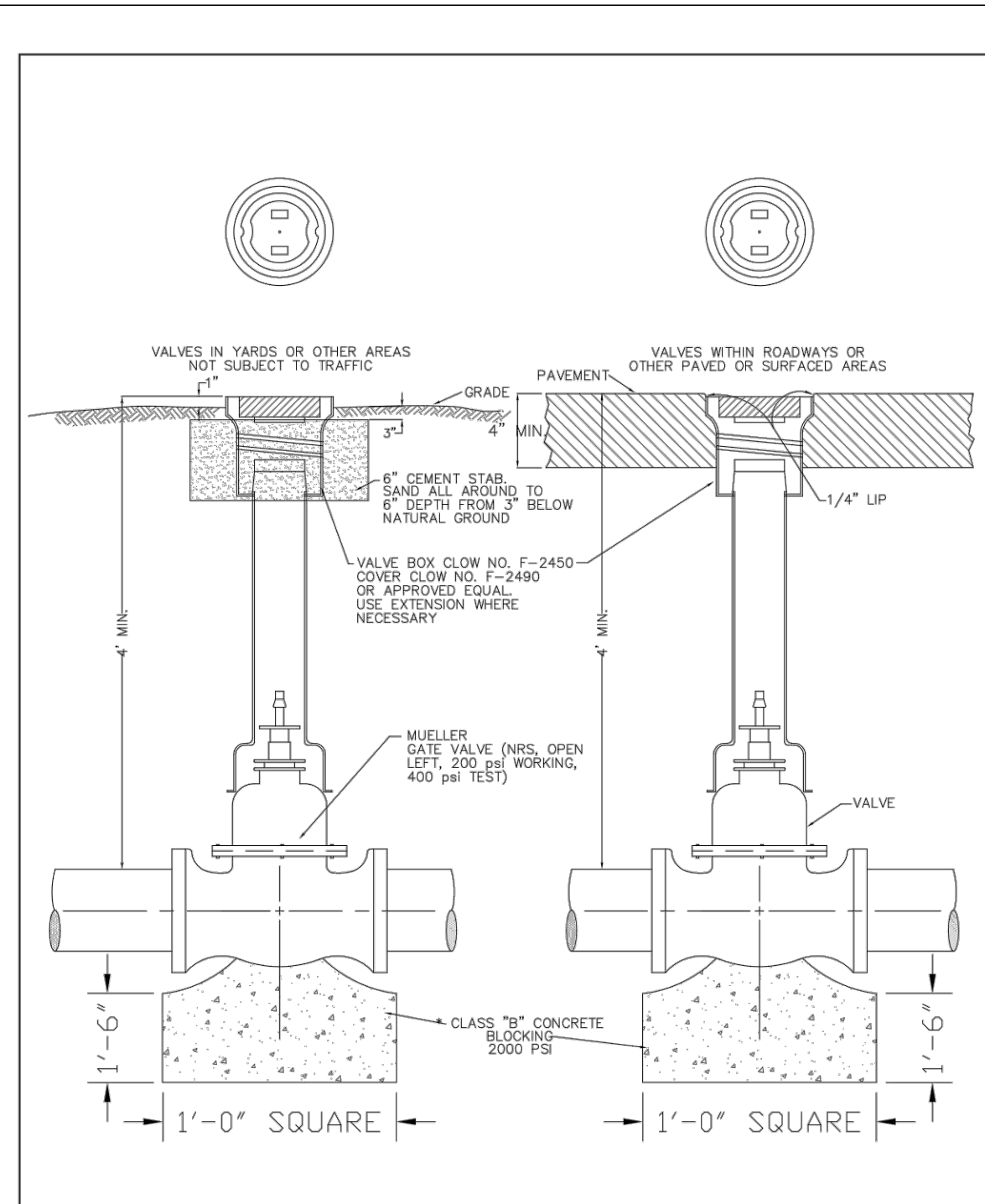
* 3/4" POLY TUBING FOR 3/4" X 5/8" METER INSTALLATION FOR SINGLE SERVICE TAP.
 * 1" POLY TUBING FOR 1" METER INSTALLATION FOR DOUBLE SERVICE TAP.

REVISIONS	CITY OF MONTGOMERY WATER SERVICE CONNECTION	WATER
10-2013	REVISED NOTES SERVICE SIZE	W-8



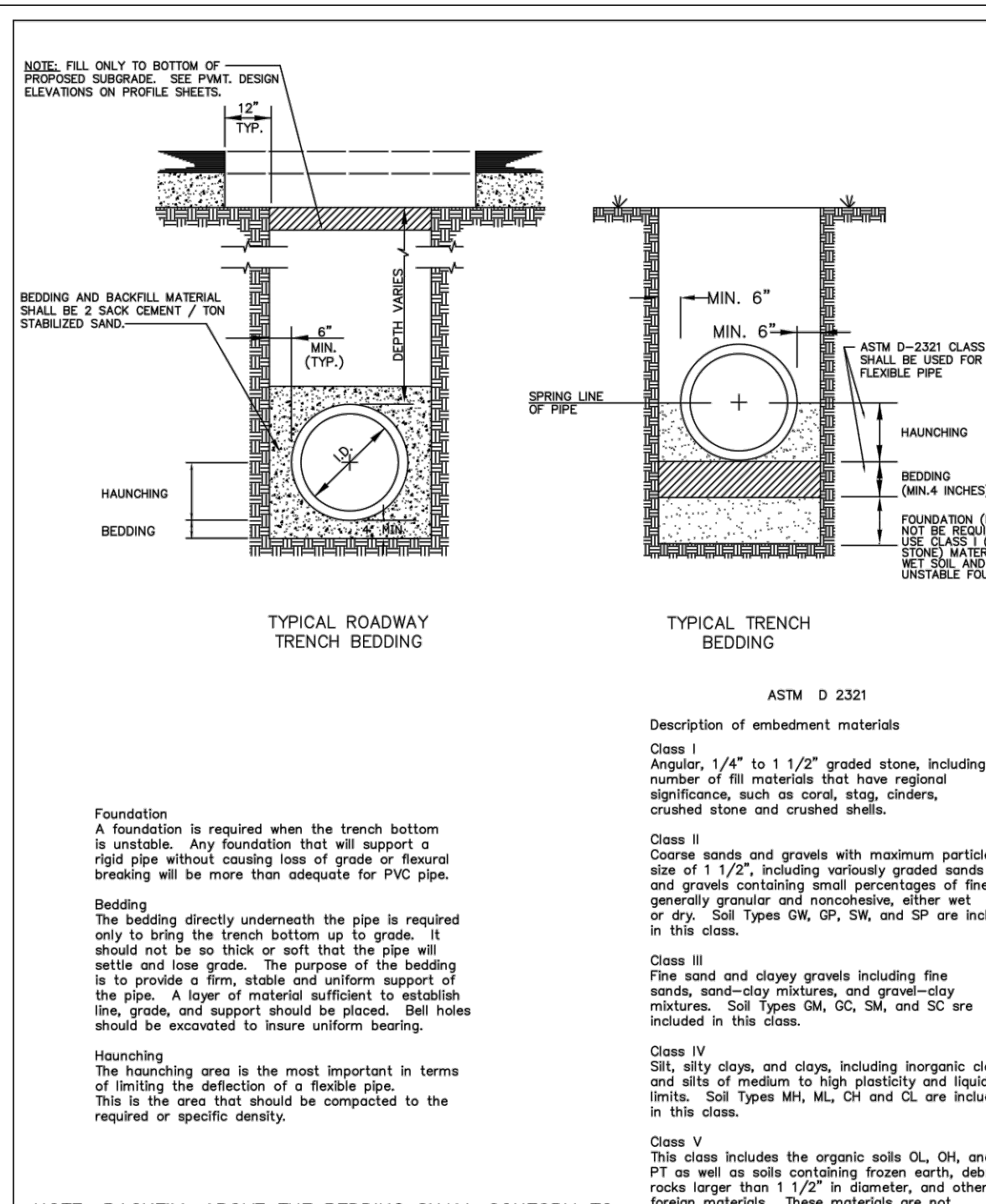
NOTE:
 (1) Hydrants shall be shop coated with a suitable zinc-rich epoxy primer. Hydrants to be painted primary color. Hydrants shall be painted above ground. Hydrants shall be painted below ground. Hydrants shall be painted with a color matching the hydrant. Hydrants shall be painted with a color matching the hydrant. Hydrants shall be painted with a color matching the hydrant.
 (2) Fire hydrants in open ditch roadways shall be 3'-4" off R.O.M. and for elevations are to be 3'-4" higher than 5/8" on street.
 (3) Mechanical joints and/or clamp stamps are to be 3'-4" higher than 5/8" on street.
 (See W-12).

REVISIONS	CITY OF MONTGOMERY FIRE HYDRANT INSTALLATION	WATER
		W-15



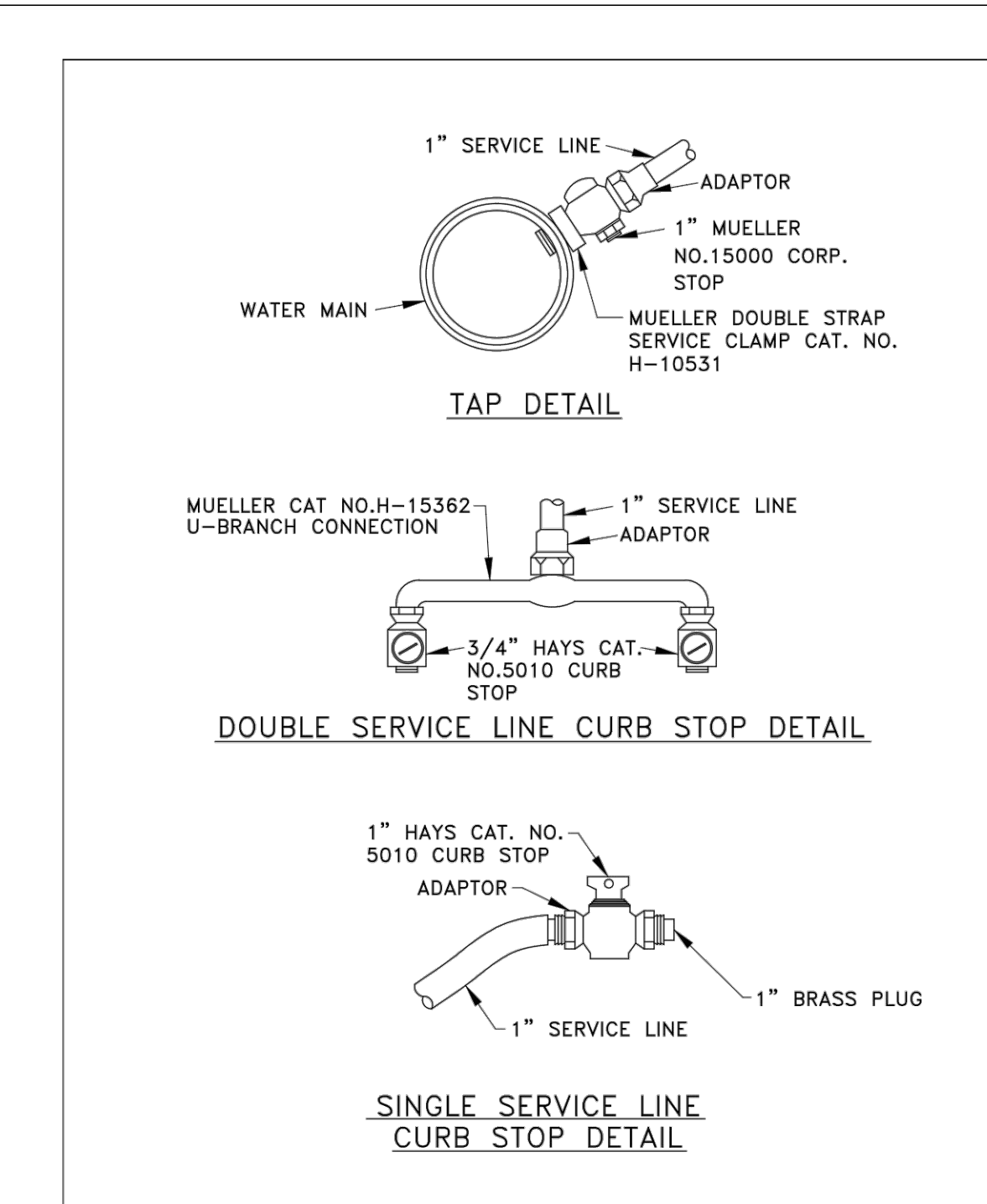
* BLOCK GATE VALVES WITH COMPRESSION JOINT FITTINGS ON 8" & LARGER LINES

REVISIONS	CITY OF MONTGOMERY GATE VALVE & BOX INSTALLATION 14" AND SMALLER WATERLINE	WATER
		W-11

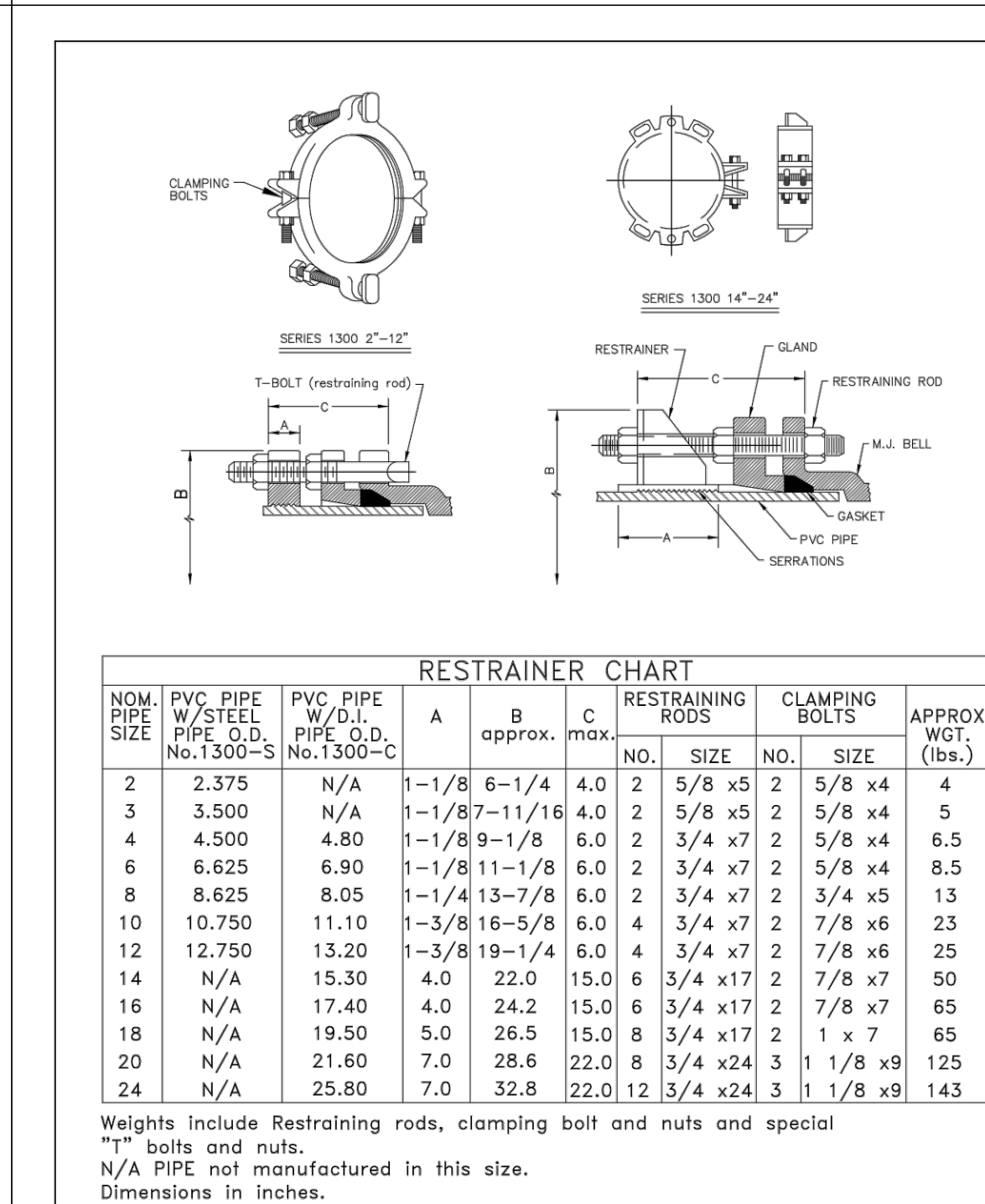


NOTE: BACKFILL ABOVE THE BEDDING SHALL CONFORM TO "TYPICAL WATERLINE BACKFILL AND TRENCH REPAIR" STANDARD DRAWING W-5.

REVISIONS	CITY OF MONTGOMERY TYPICAL WATERLINE BEDDING AND TRENCH DETAIL	WATER
		W-1



REVISIONS	CITY OF MONTGOMERY CURB STOP & TAP FOR WATERLINE	WATER
10-2013	REVISED SERVICE LINE SIZE	W-10



REVISIONS	CITY OF MONTGOMERY WATERLINE RESTRAINER	WATER
		W-3

RESTRAINER CHART

NOM. PIPE SIZE	PVC PIPE W/STEEL PIPE O.D. No.1300-S	PVC PIPE W/D.I. PIPE O.D. No.1300-C	RESTRAINING RODS			CLAMPING BOLTS		APPROX. WGT. (lbs.)
			A approx.	B approx.	C max.	NO.	SIZE	
2	2.375	N/A	1-1/8	6-1/4	4.0	2	5/8 x 5	4
3	3.500	N/A	1-1/8	7-11/16	4.0	2	5/8 x 5	5
4	4.500	4.80	1-1/8	9-1/8	6.0	2	3/4 x 7	6.5
6	6.625	6.90	1-1/8	11-1/8	6.0	2	3/4 x 7	8.5
8	8.625	8.05	1-1/4	13-7/8	6.0	2	3/4 x 7	13
10	10.750	11.10	1-3/8	16-5/8	6.0	4	3/4 x 7	23
12	12.750	13.20	1-3/8	19-1/4	6.0	4	3/4 x 7	25
14	N/A	15.30	4.0	22.0	15.0	6	3/4 x 17	50
16	N/A	17.40	4.0	24.2	15.0	6	3/4 x 17	65
18	N/A	19.50	5.0	26.5	15.0	8	3/4 x 17	65
20	N/A	21.60	7.0	28.6	22.0	8	3/4 x 24	125
24	N/A	25.80	7.0	32.8	22.0	12	3/4 x 24	143

Weights include Restraining rods, clamping bolt and nuts and special "H" bolts and nuts.
 N/A PIPE NOT MANUFACTURED IN THIS SIZE.
 Dimensions in inches.

DATE	REVISION	APP.

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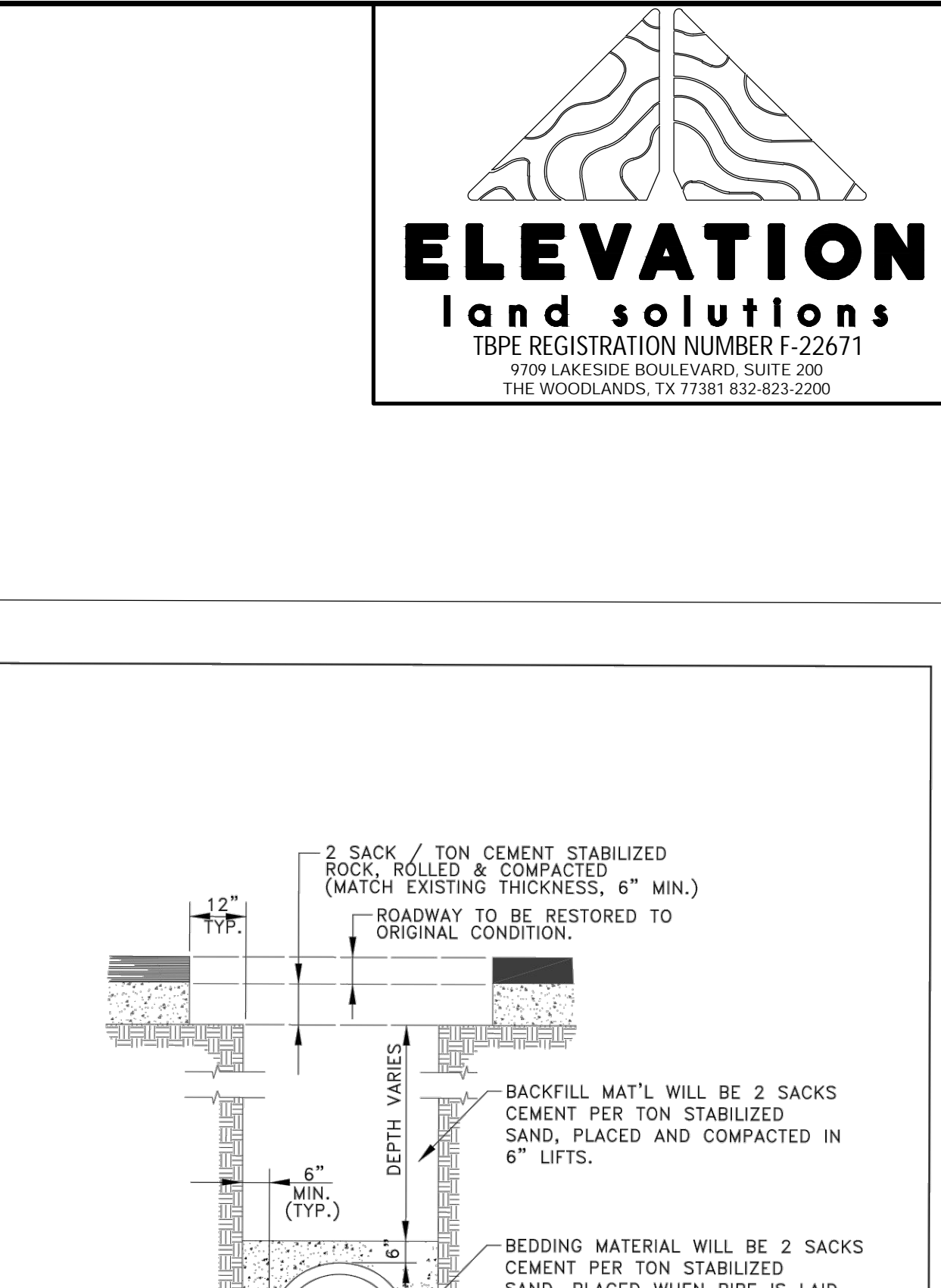
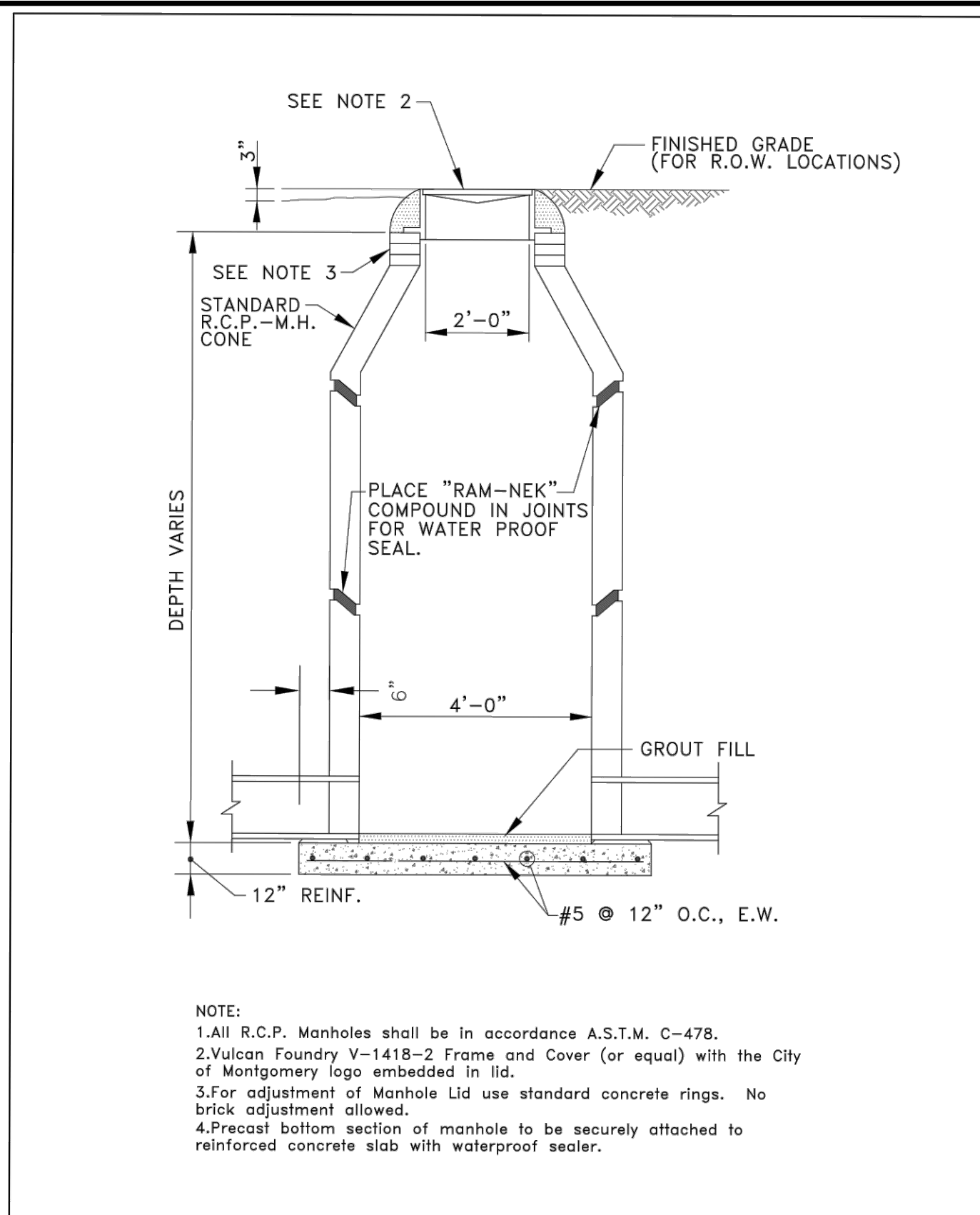
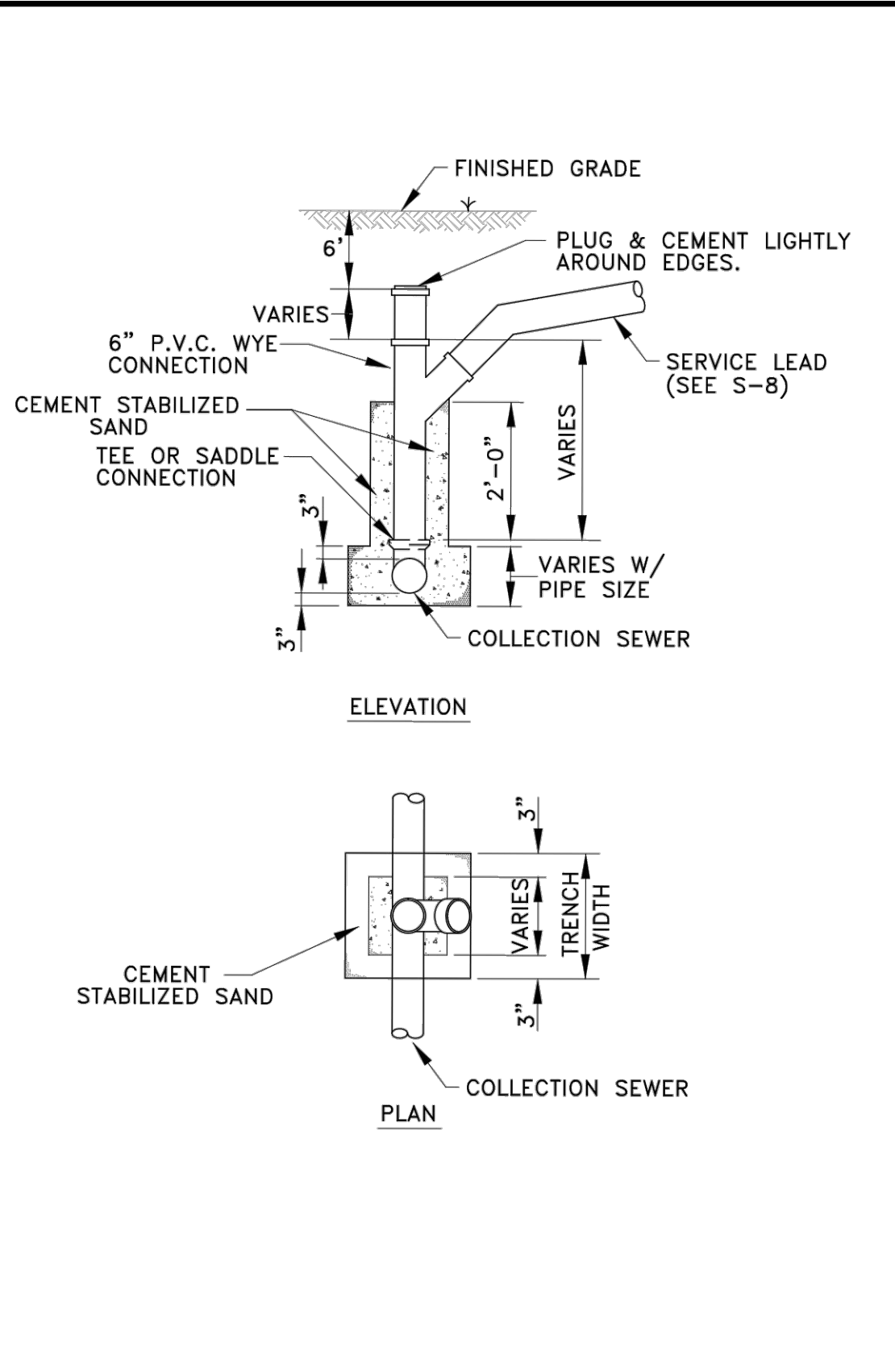
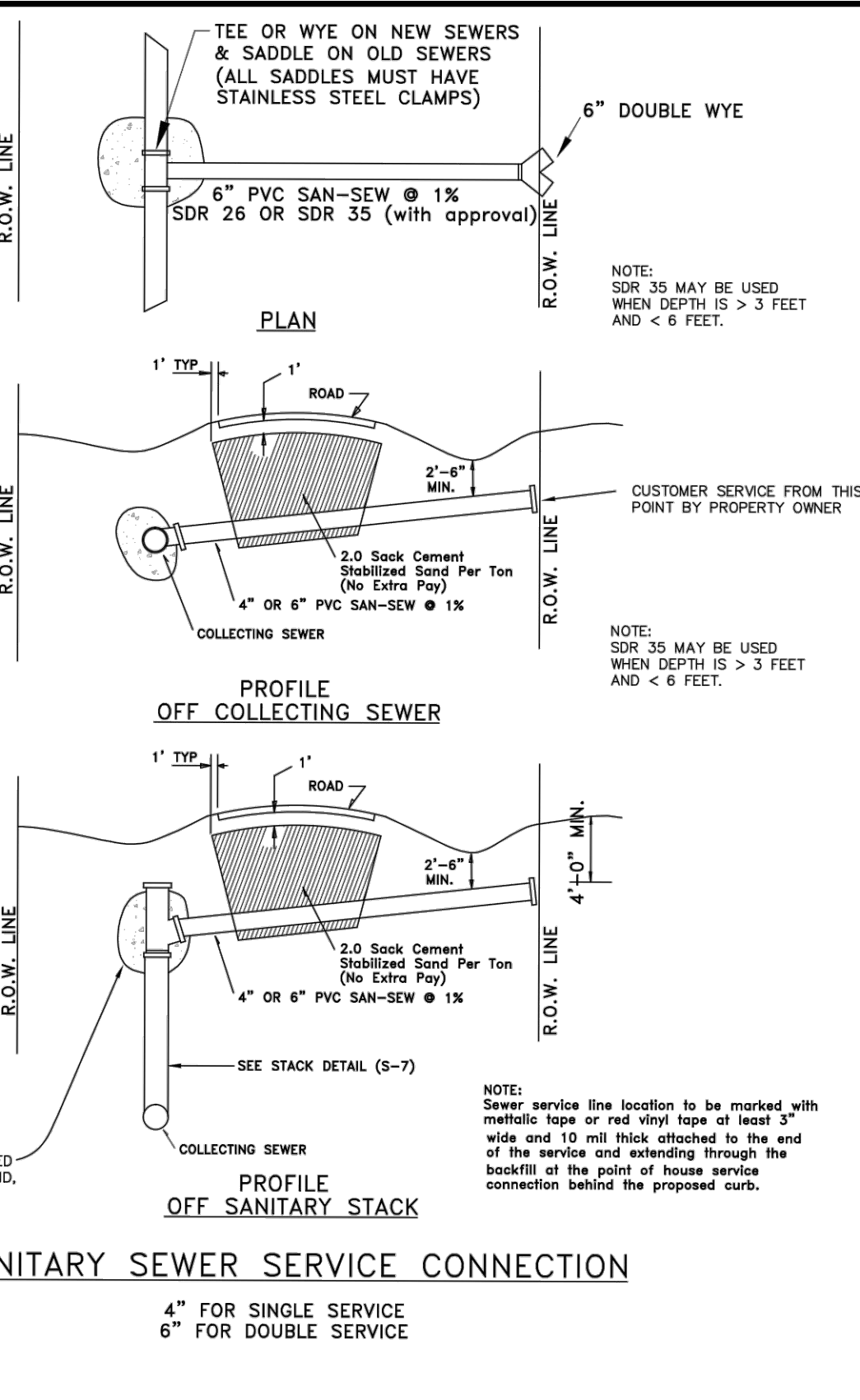
Garret J. Duhon
 LICENSED PROFESSIONAL ENGINEER
 130733
 07/26/2023

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CITY OF MONTGOMERY CITY ENGINEER DATE
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WATER DETAILS

SHEET 16 OF 21



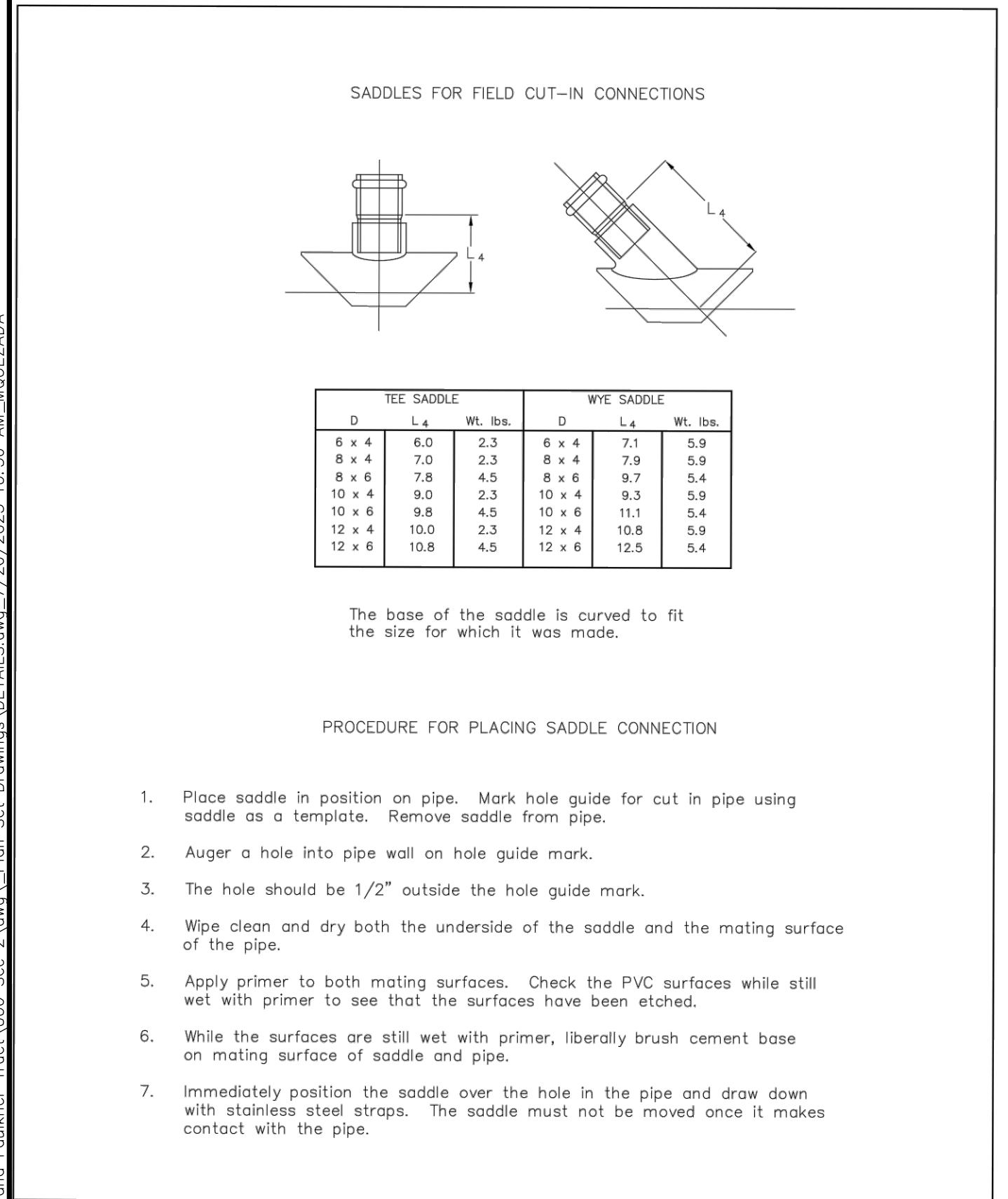
ELEVATION
 land solutions
 TBPE REGISTRATION NUMBER F-22671
 9709 LAKESIDE BOULEVARD, SUITE 200
 THE WOODLANDS, TX 77381 832-823-2200

REVISIONS	CITY OF MONTGOMERY RESIDENTIAL SANITARY SEWER SERVICE CONNECTION	SEWER
10-2013 REVISED SERVICE GRADE & NOTES		S-8

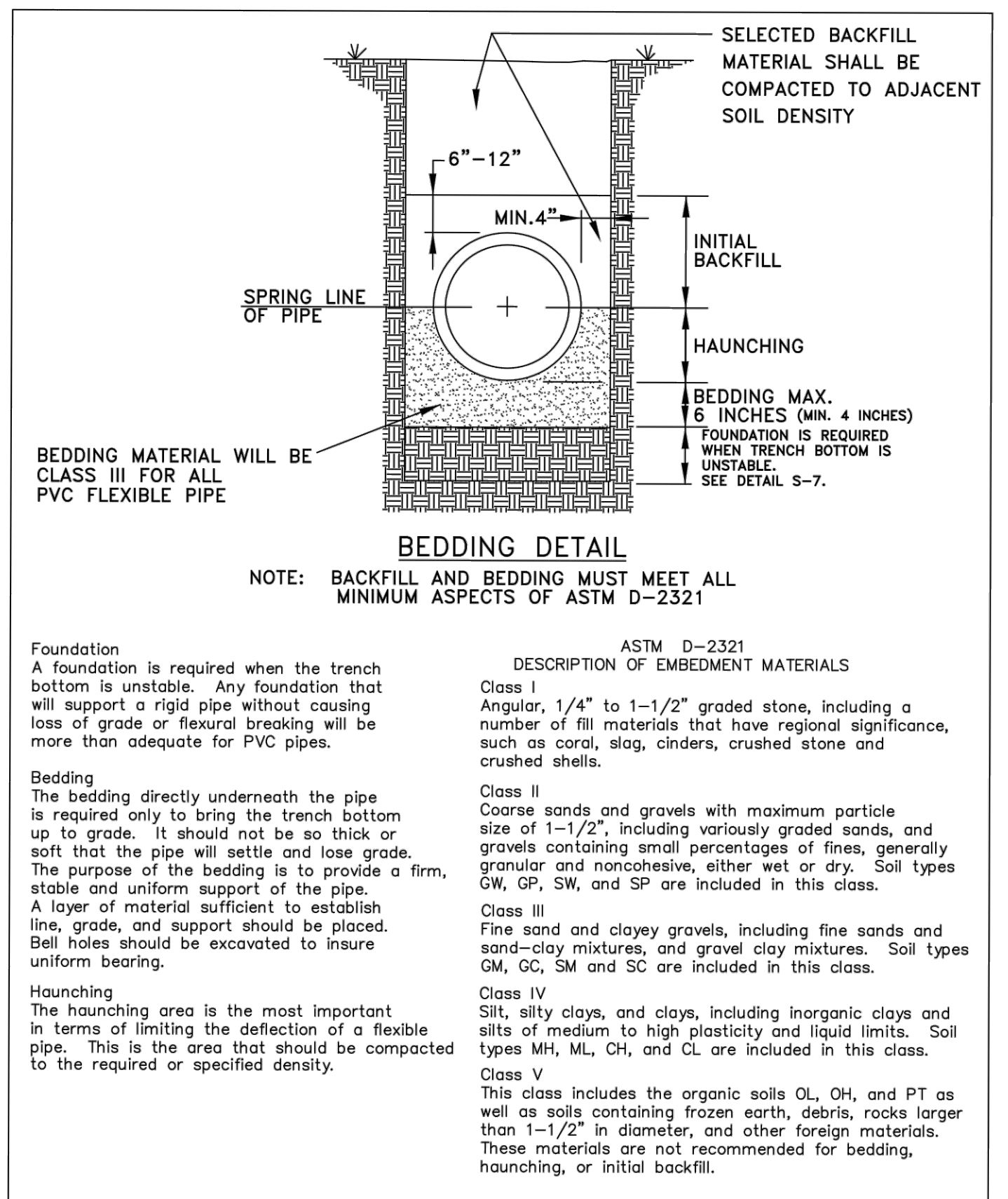
REVISIONS	CITY OF MONTGOMERY SANITARY SEWER STACK DETAIL	SEWER
10-2013 - REVISED NOTES		S-7

REVISIONS	CITY OF MONTGOMERY STANDARD PRECAST MANHOLE	SEWER
		S-4

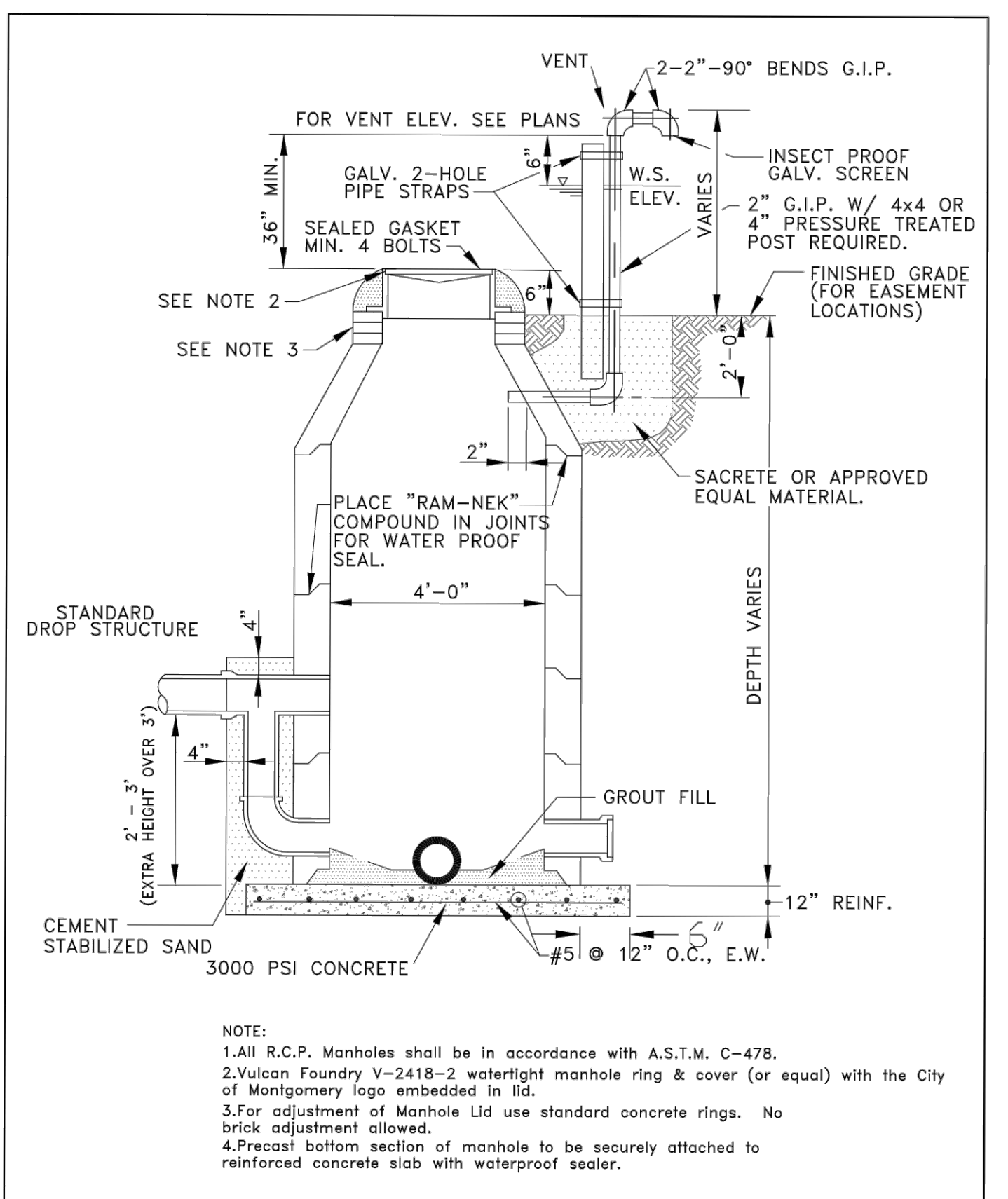
REVISIONS	CITY OF MONTGOMERY TYPICAL ROADWAY TRENCH BEDDING AND BACKFILL DETAIL	SEWER
		S-2



REVISIONS	CITY OF MONTGOMERY TEE & WYE SADDLES FOR PVC PIPE	SEWER
		S-11



REVISIONS	CITY OF MONTGOMERY TYPICAL SANITARY SEWER BEDDING AND TRENCH DETAIL	SEWER
		S-1



REVISIONS	CITY OF MONTGOMERY STANDARD PRECAST MANHOLE W/ DROP CONNECTION & VENT	SEWER
		S-5

DATE	REVISION	APP.

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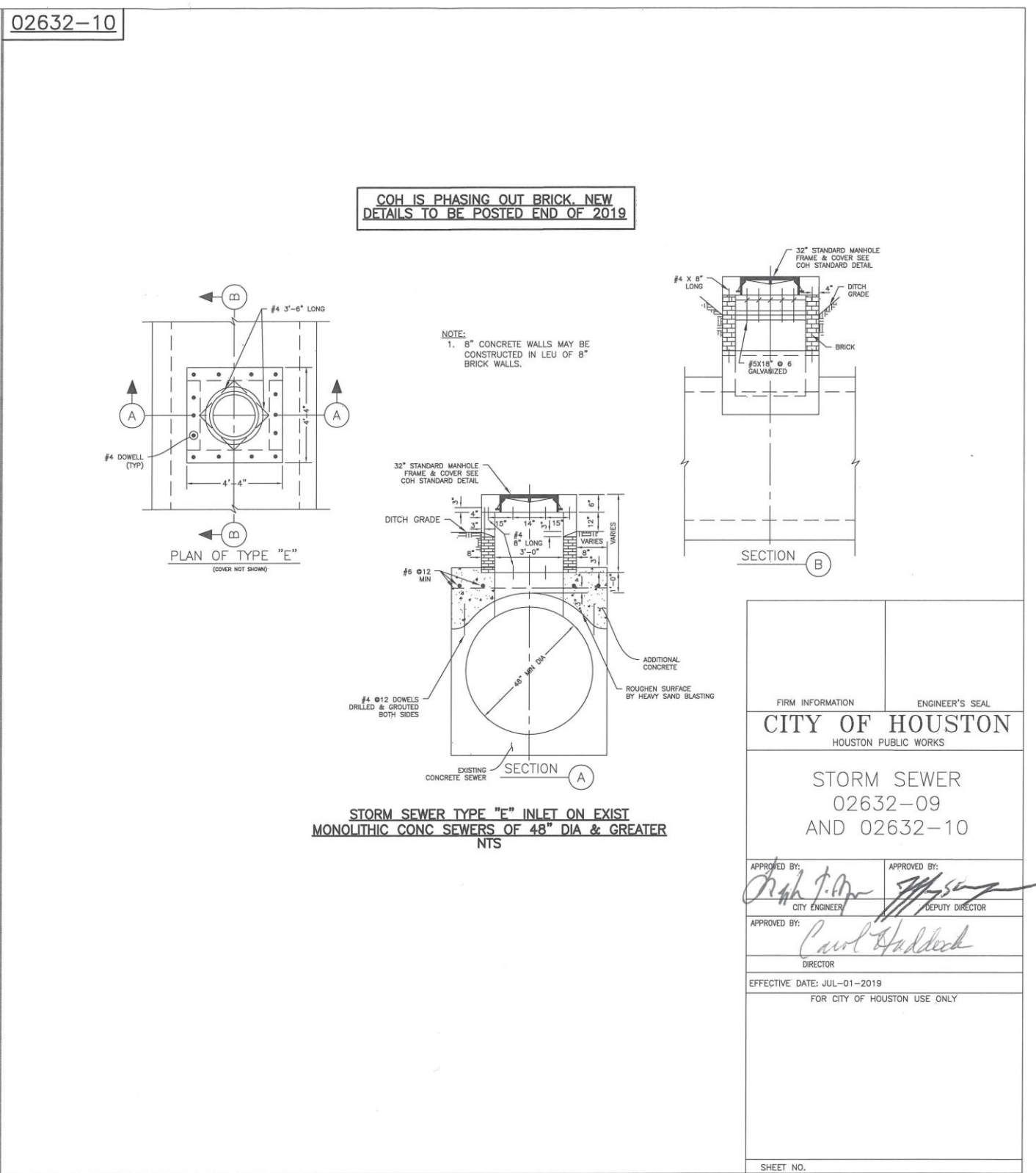
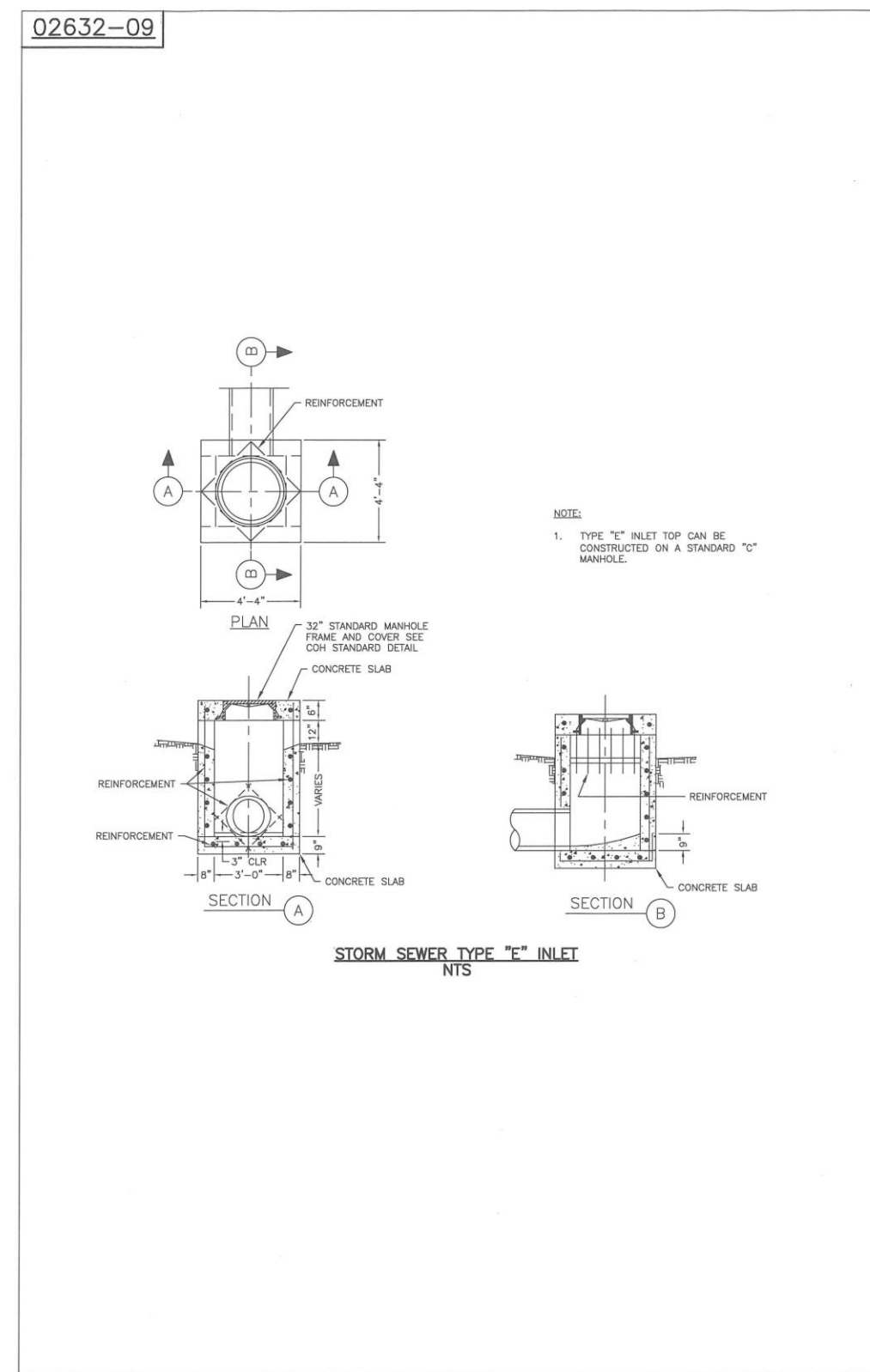
Garret J. Duhon
 TBPE NO. F-22671
 07/26/2023

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CITY OF MONTGOMERY CITY ENGINEER
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**SANITARY SEWER
 DETAILS**

SHEET 17 OF 21



FIRM INFORMATION: ENGINEER'S SEAL

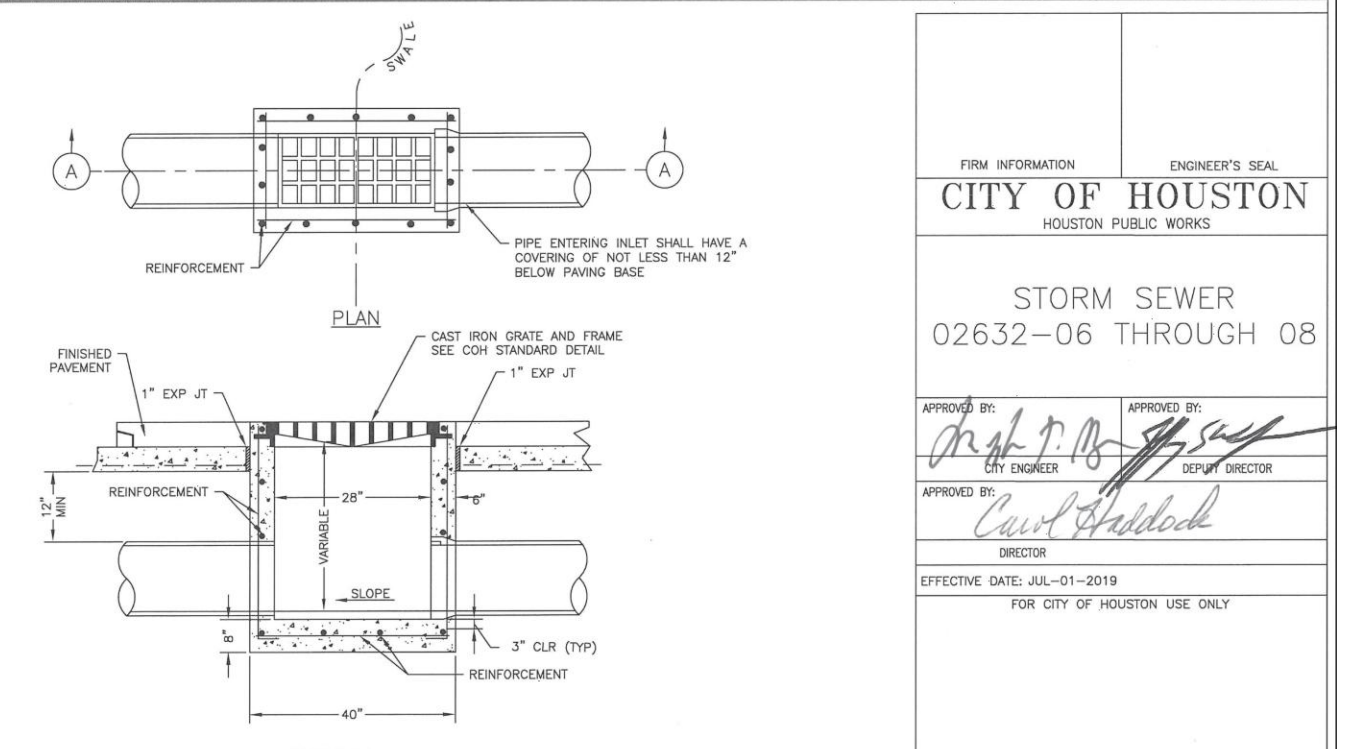
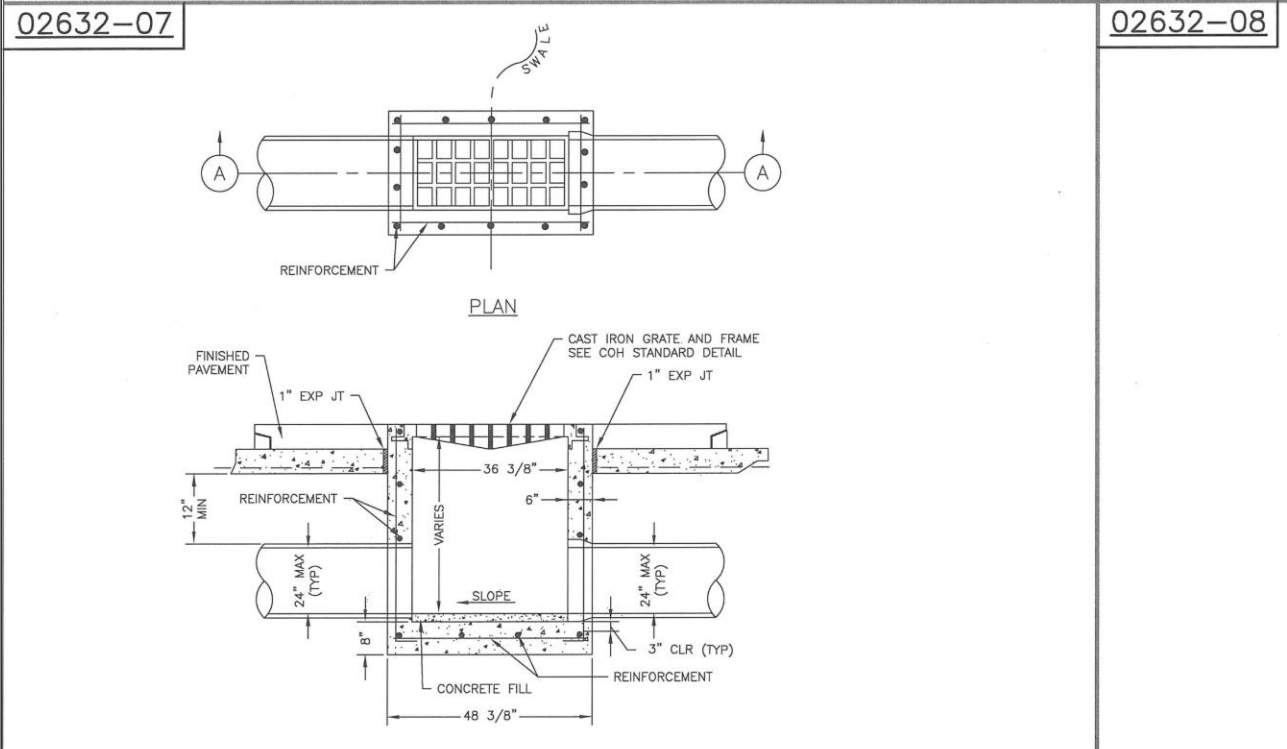
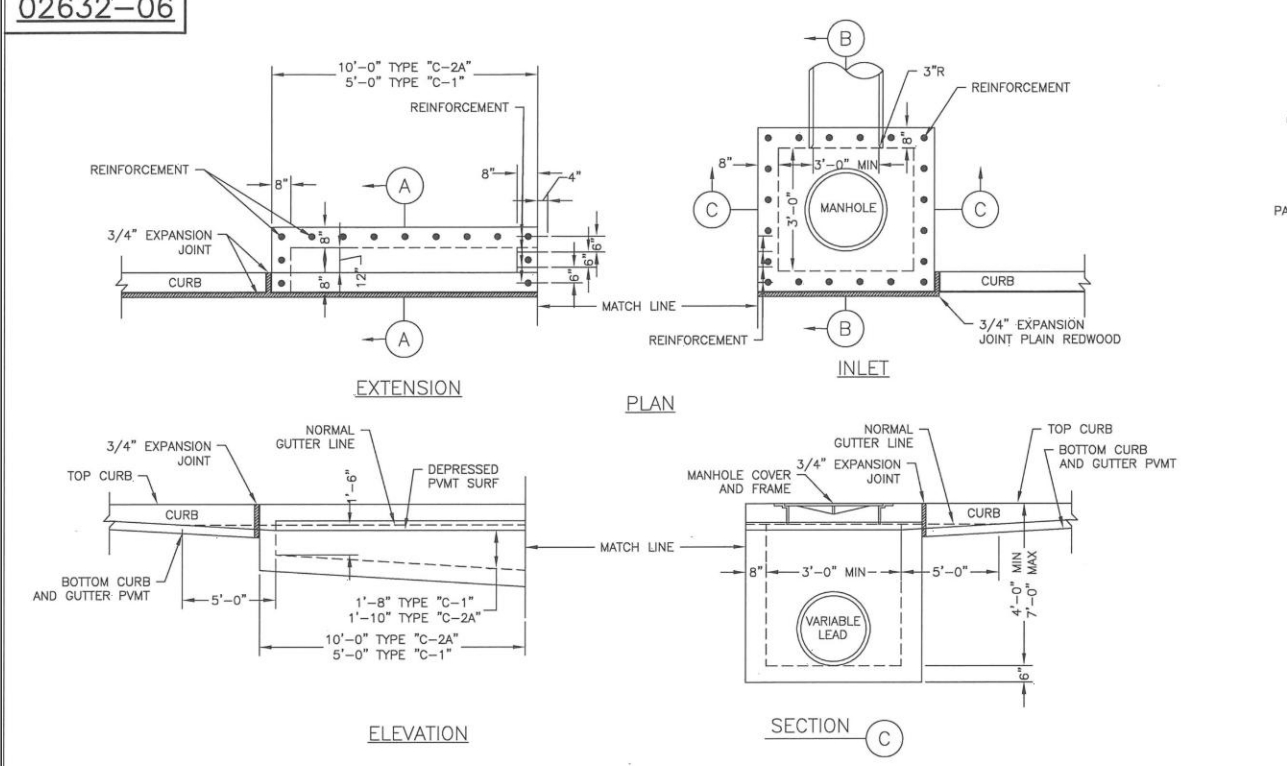
CITY OF HOUSTON
HOUSTON PUBLIC WORKS

STORM SEWER
02632-09
AND 02632-10

APPROVED BY: *[Signature]*
DATE: 07/01/2019

EFFECTIVE DATE: JUL-01-2019
FOR CITY OF HOUSTON USE ONLY

SHEET NO.



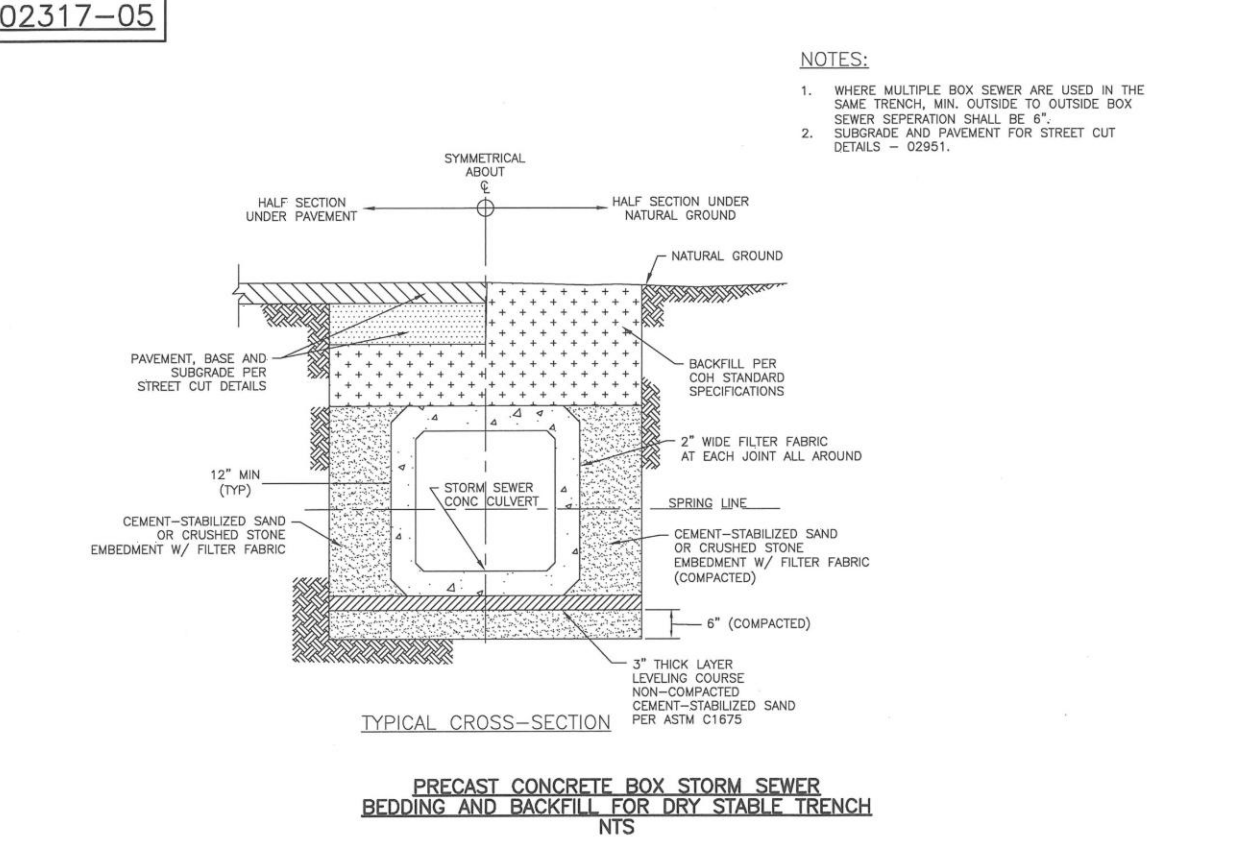
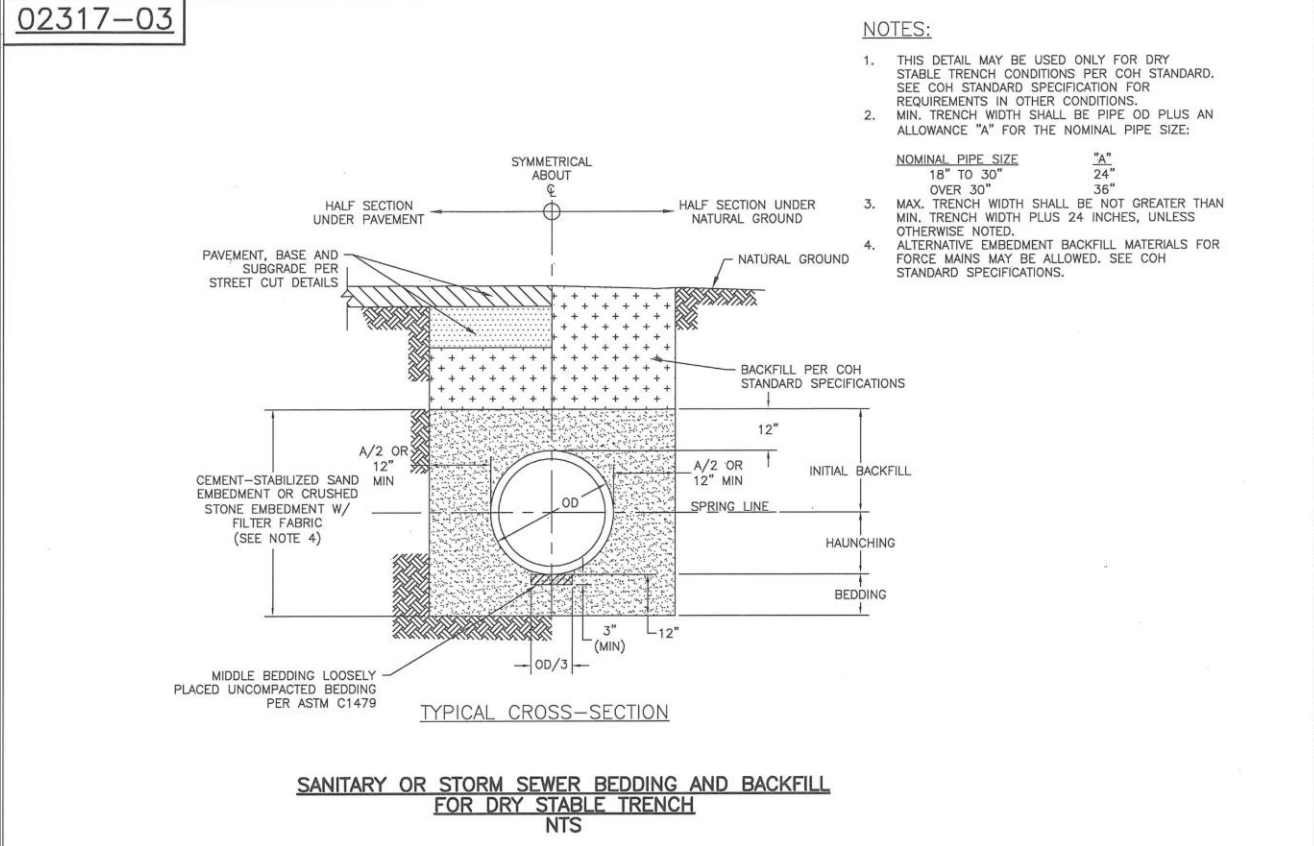
FIRM INFORMATION: ENGINEER'S SEAL

CITY OF HOUSTON
HOUSTON PUBLIC WORKS

STORM SEWER
02632-06 THROUGH 08

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DATE: 07/01/2019

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FIRM INFORMATION: ENGINEER'S SEAL

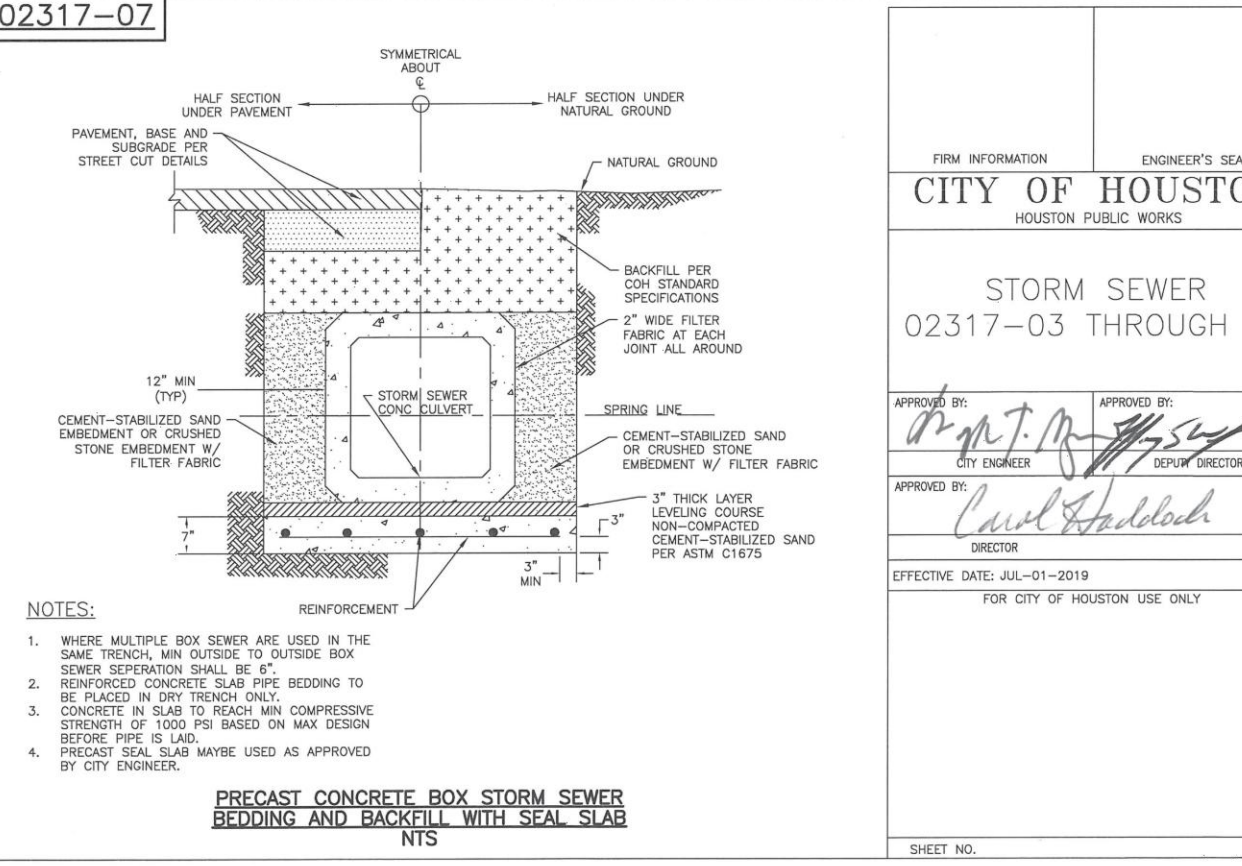
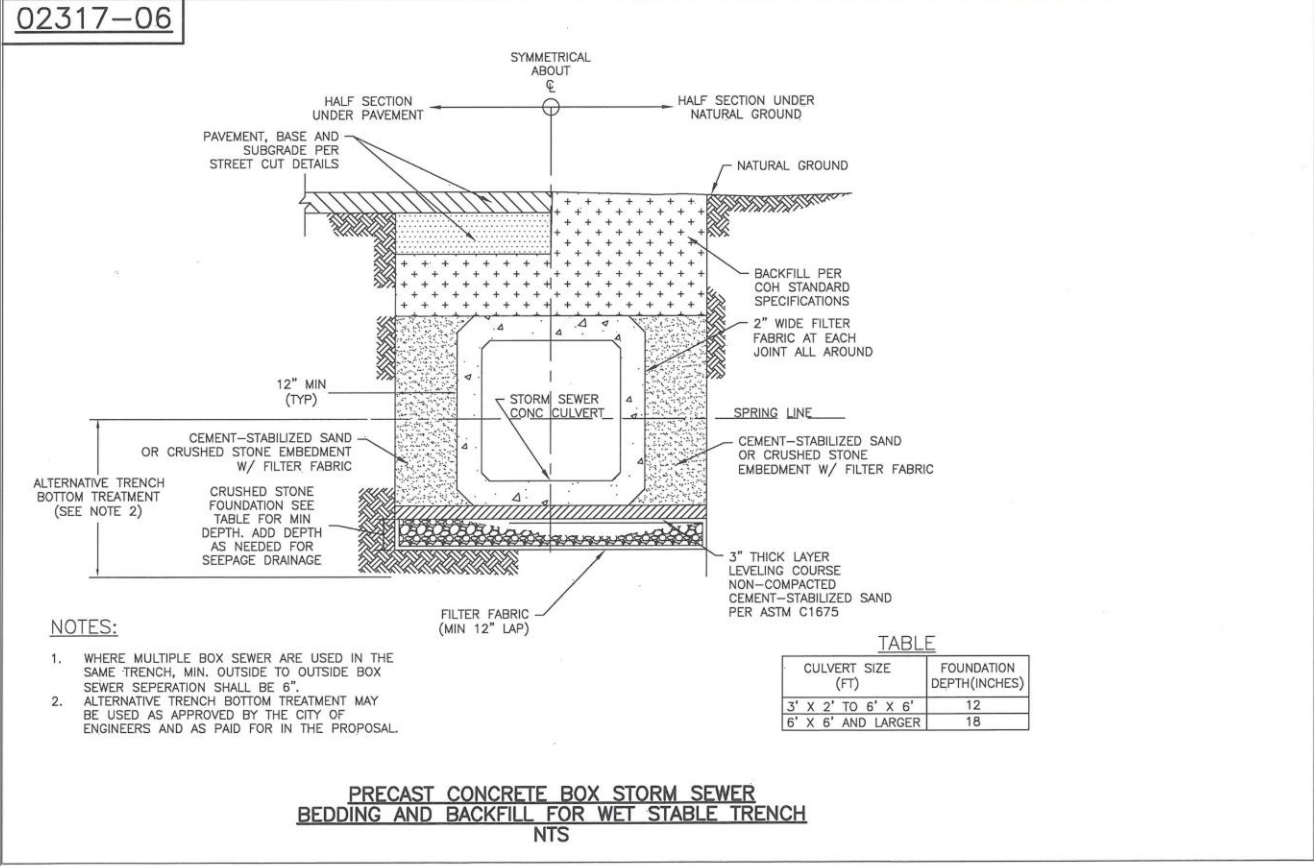
CITY OF HOUSTON
HOUSTON PUBLIC WORKS

STORM SEWER
02317-03 THROUGH 07

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DATE: 07/01/2019

EFFECTIVE DATE: JUL-01-2019
FOR CITY OF HOUSTON USE ONLY

SHEET NO.



FABRICATION NOTES:

1. PROVIDE CLASS "B" CONCRETE IN ACCORDANCE WITH TEXAS REQUIREMENTS FOR MANHOLE CONSTRUCTION. PROVIDE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI.
2. PROVIDE REINFORCING STEEL OR EQUIVALENT AREA OF WIRE BASKET REINFORCEMENT. REINFORCEMENT IS TO BE PLACED IN CONCRETE. REINFORCING STEEL SHALL BE AT LEAST #4.
3. PROVIDE CAST IRON GASKET JOINTS WITHOUT MANUFACTURER'S RECOMMENDATION.
4. PROVIDE CAST IRON SOLID COVER, UNLESS OTHERWISE SPECIFIED BY THE MANUFACTURER.
5. PROVIDE CAST IRON SOLID COVER, UNLESS OTHERWISE SPECIFIED BY THE MANUFACTURER.
6. PROVIDE CAST IRON SOLID COVER, UNLESS OTHERWISE SPECIFIED BY THE MANUFACTURER.
7. PROVIDE CAST IRON SOLID COVER, UNLESS OTHERWISE SPECIFIED BY THE MANUFACTURER.
8. PROVIDE CAST IRON SOLID COVER, UNLESS OTHERWISE SPECIFIED BY THE MANUFACTURER.

INSTALLATION NOTES:

1. IF REQUIRED ELEVATION ADJUSTERS (BENCHING) TO BE PROVIDED BY CONTRACTOR, CONCRETE OR OTHER USES FOR INSERT IN SUBSTRATE TO THE FULL DEPTH OF THE COVER, GUNDRILL TO FULL DEPTH OF THE COVER.
2. SEAL TONGUE AND GROOVE JOINTS WITH PREFOAMED OR BEAN SANDING IN CONFORMANCE WITH MANUFACTURER'S RECOMMENDATION. SEAL TONGUE AND GROOVE JOINTS WITH PREFOAMED OR BEAN SANDING AND GROOVE JOINTS MAY BE COVERED NO MORE THAN 1" BETWEEN EACH SECTION, OR TO THE DEPTH WHICH IS SPECIFIED.
3. DO NOT GRIND RUBBER GASKET JOINTS WITHOUT MANUFACTURER'S RECOMMENDATION.
4. PROVIDE ELEVATION ADJUSTERS (BENCHING) TO BE PROVIDED BY CONTRACTOR TO FULL DEPTH OF THE COVER, GUNDRILL TO FULL DEPTH OF THE COVER.
5. PROVIDE ELEVATION ADJUSTERS (BENCHING) TO BE PROVIDED BY CONTRACTOR TO FULL DEPTH OF THE COVER, GUNDRILL TO FULL DEPTH OF THE COVER.
6. PROVIDE ELEVATION ADJUSTERS (BENCHING) TO BE PROVIDED BY CONTRACTOR TO FULL DEPTH OF THE COVER, GUNDRILL TO FULL DEPTH OF THE COVER.
7. PROVIDE ELEVATION ADJUSTERS (BENCHING) TO BE PROVIDED BY CONTRACTOR TO FULL DEPTH OF THE COVER, GUNDRILL TO FULL DEPTH OF THE COVER.
8. PROVIDE ELEVATION ADJUSTERS (BENCHING) TO BE PROVIDED BY CONTRACTOR TO FULL DEPTH OF THE COVER, GUNDRILL TO FULL DEPTH OF THE COVER.
9. PROVIDE ELEVATION ADJUSTERS (BENCHING) TO BE PROVIDED BY CONTRACTOR TO FULL DEPTH OF THE COVER, GUNDRILL TO FULL DEPTH OF THE COVER.
10. PROVIDE ELEVATION ADJUSTERS (BENCHING) TO BE PROVIDED BY CONTRACTOR TO FULL DEPTH OF THE COVER, GUNDRILL TO FULL DEPTH OF THE COVER.

GENERAL NOTES:

1. SEE PLAN FOR MANHOLE SIZE REQUIREMENTS. CONCRETE WITH RESPECT TO BASE (ALTERNATIVE CONFIGURATION) SHALL BE PROVIDED BY CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE CORRECT ELEVATION ADJUSTERS (BENCHING) TO BE PROVIDED BY CONTRACTOR TO FULL DEPTH OF THE COVER, GUNDRILL TO FULL DEPTH OF THE COVER.
2. PROVIDE ELEVATION ADJUSTERS (BENCHING) TO BE PROVIDED BY CONTRACTOR TO FULL DEPTH OF THE COVER, GUNDRILL TO FULL DEPTH OF THE COVER.
3. PROVIDE ELEVATION ADJUSTERS (BENCHING) TO BE PROVIDED BY CONTRACTOR TO FULL DEPTH OF THE COVER, GUNDRILL TO FULL DEPTH OF THE COVER.
4. PROVIDE ELEVATION ADJUSTERS (BENCHING) TO BE PROVIDED BY CONTRACTOR TO FULL DEPTH OF THE COVER, GUNDRILL TO FULL DEPTH OF THE COVER.
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8. PROVIDE ELEVATION ADJUSTERS (BENCHING) TO BE PROVIDED BY CONTRACTOR TO FULL DEPTH OF THE COVER, GUNDRILL TO FULL DEPTH OF THE COVER.
9. PROVIDE ELEVATION ADJUSTERS (BENCHING) TO BE PROVIDED BY CONTRACTOR TO FULL DEPTH OF THE COVER, GUNDRILL TO FULL DEPTH OF THE COVER.
10. PROVIDE ELEVATION ADJUSTERS (BENCHING) TO BE PROVIDED BY CONTRACTOR TO FULL DEPTH OF THE COVER, GUNDRILL TO FULL DEPTH OF THE COVER.

TABLE 1
PRECIST ROUND MANHOLE (DIA) MINIMUM REQUIREMENTS FOR DIA 24 TO 42 IN. INTERNAL DIA STORM SEWER PIPE

SIZE	MANHOLE DIA	MINIMUM WALL THICKNESS	MINIMUM RING THICKNESS	MINIMUM RING WIDTH	MINIMUM RING HEIGHT	MINIMUM COVER DIA	MINIMUM COVER HEIGHT	MINIMUM COVER THICKNESS
24"	24"	1/4"	1/4"	2"	2"	36"	4"	3"
30"	30"	1/4"	1/4"	2"	2"	42"	4"	3"
36"	36"	1/4"	1/4"	2"	2"	48"	4"	3"
42"	42"	1/4"	1/4"	2"	2"	54"	4"	3"

TABLE 2
PRECIST ROUND MANHOLE (DIA) MINIMUM REQUIREMENTS FOR DIA 24 TO 42 IN. INTERNAL DIA STORM SEWER PIPE

SIZE	MANHOLE DIA	MINIMUM WALL THICKNESS	MINIMUM RING THICKNESS	MINIMUM RING WIDTH	MINIMUM RING HEIGHT	MINIMUM COVER DIA	MINIMUM COVER HEIGHT	MINIMUM COVER THICKNESS
24"	24"	1/4"	1/4"	2"	2"	36"	4"	3"
30"	30"	1/4"	1/4"	2"	2"	42"	4"	3"
36"	36"	1/4"	1/4"	2"	2"	48"	4"	3"
42"	42"	1/4"	1/4"	2"	2"	54"	4"	3"

DATE	REVISION	APP.

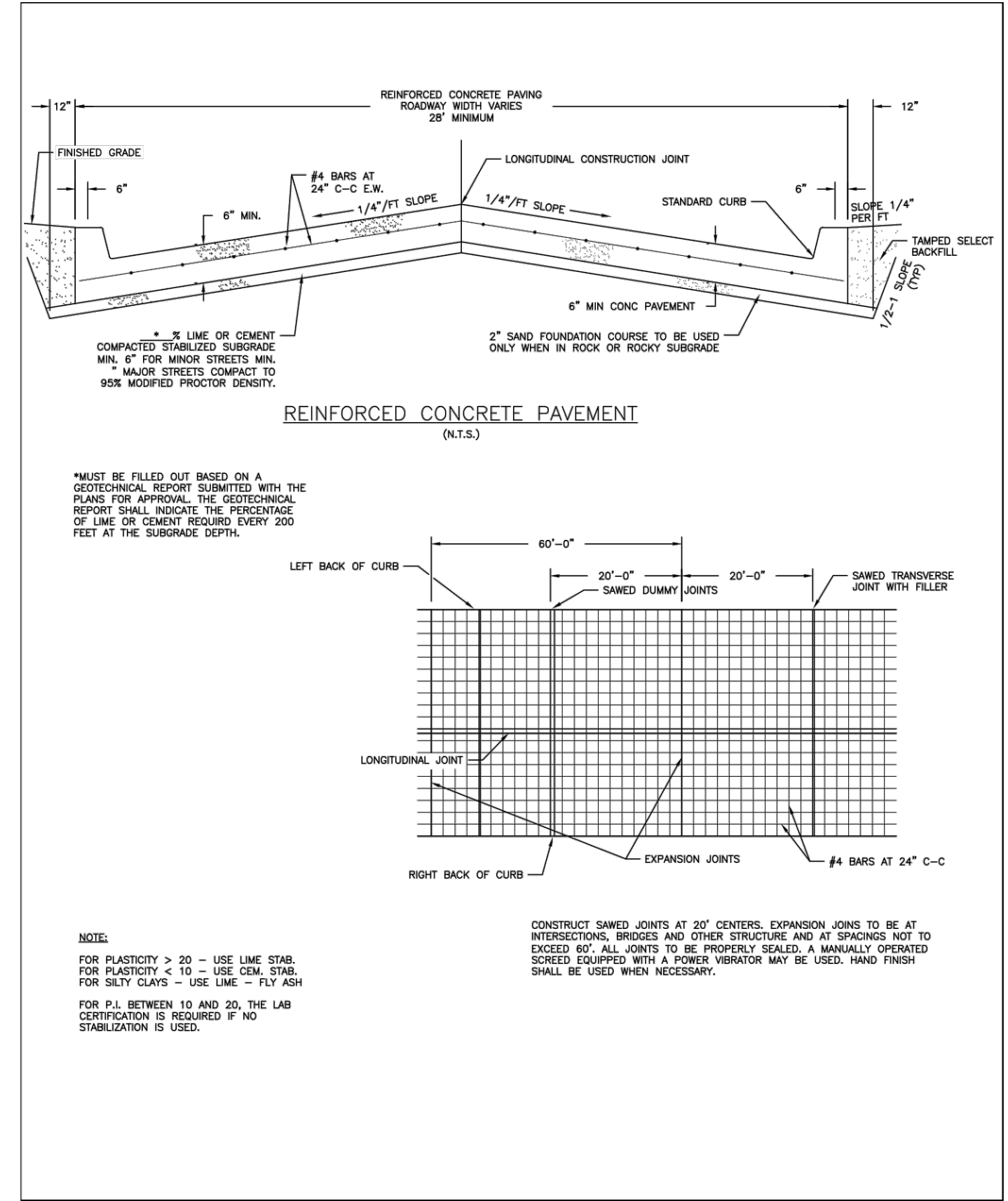
GARRET J. DUHON
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APPROVED BY: *[Signature]*
DATE: 07/26/2023

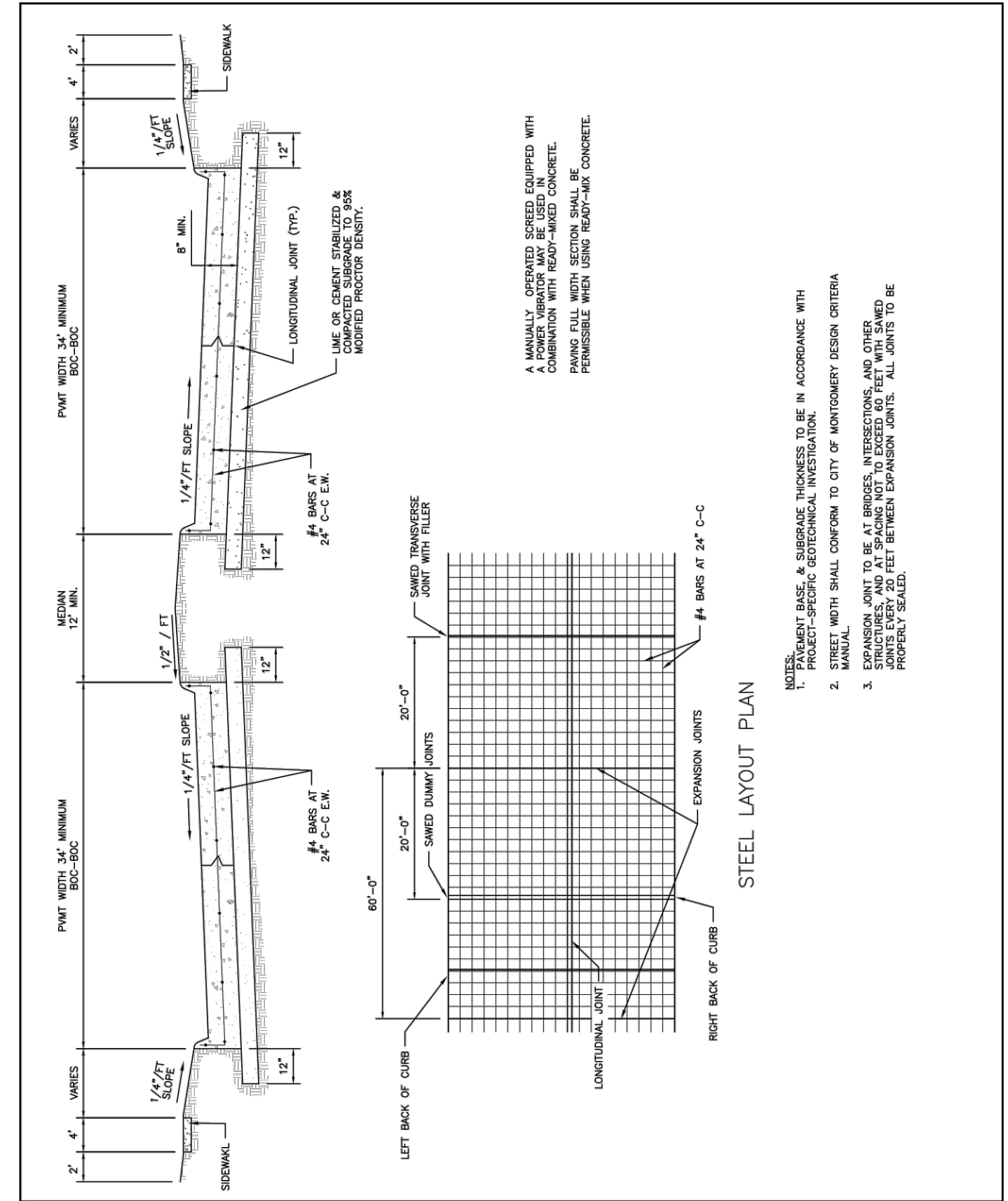
CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

CITY OF MONTGOMERY CITY ENGINEER: _____ DATE: _____
SIGNATURE VALID FOR ONE (1) YEAR

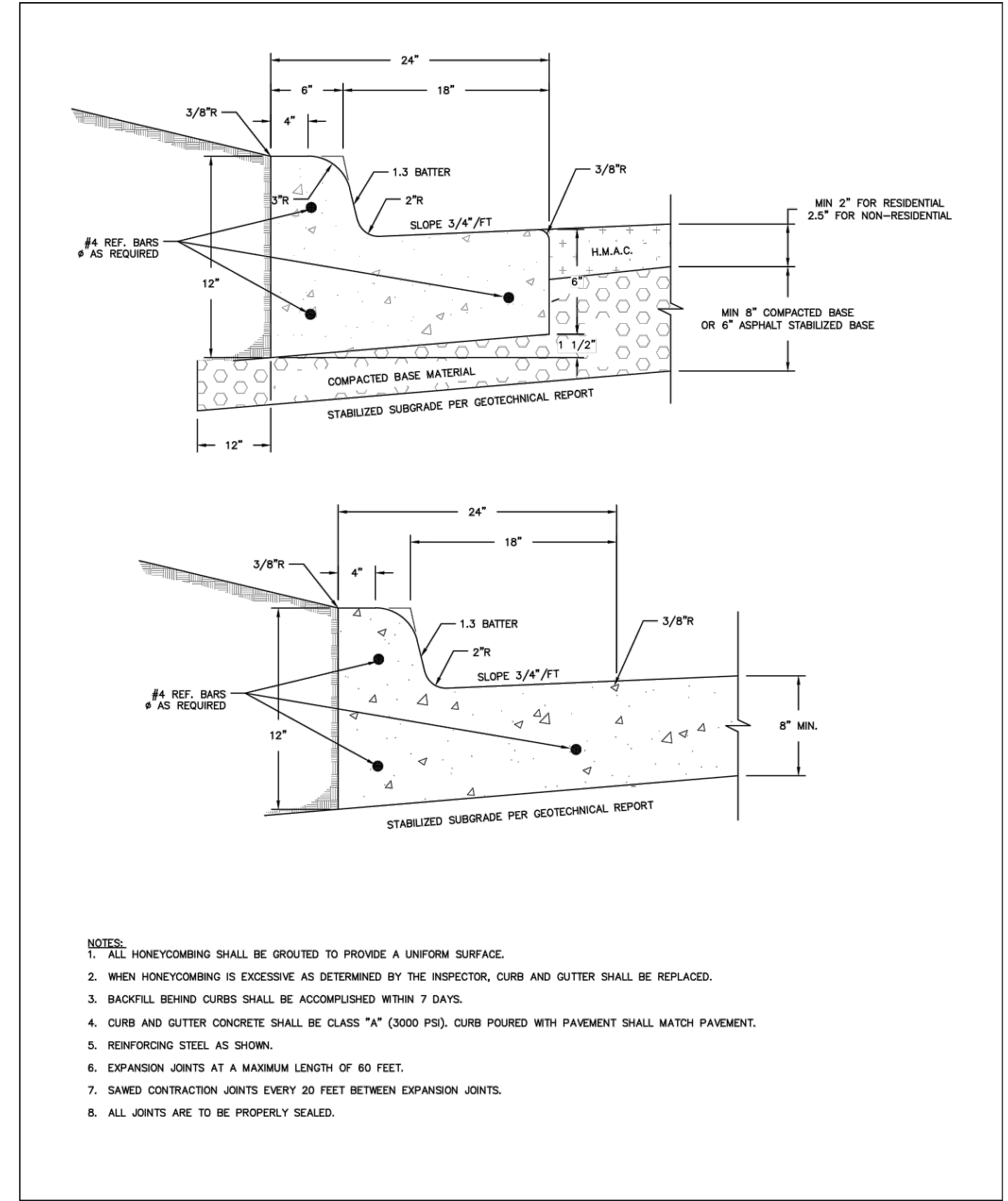
STORM SEWER DETAILS



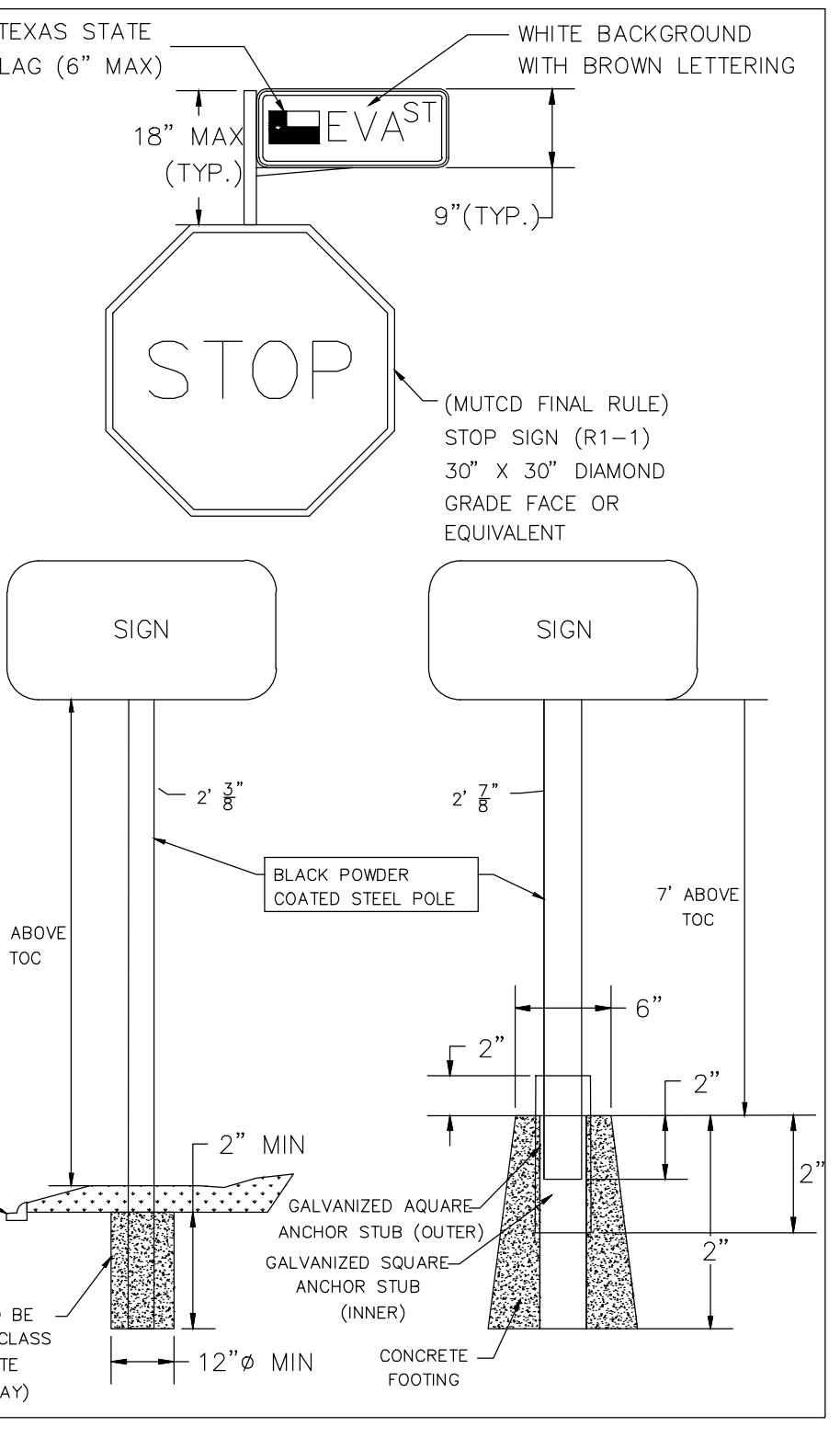
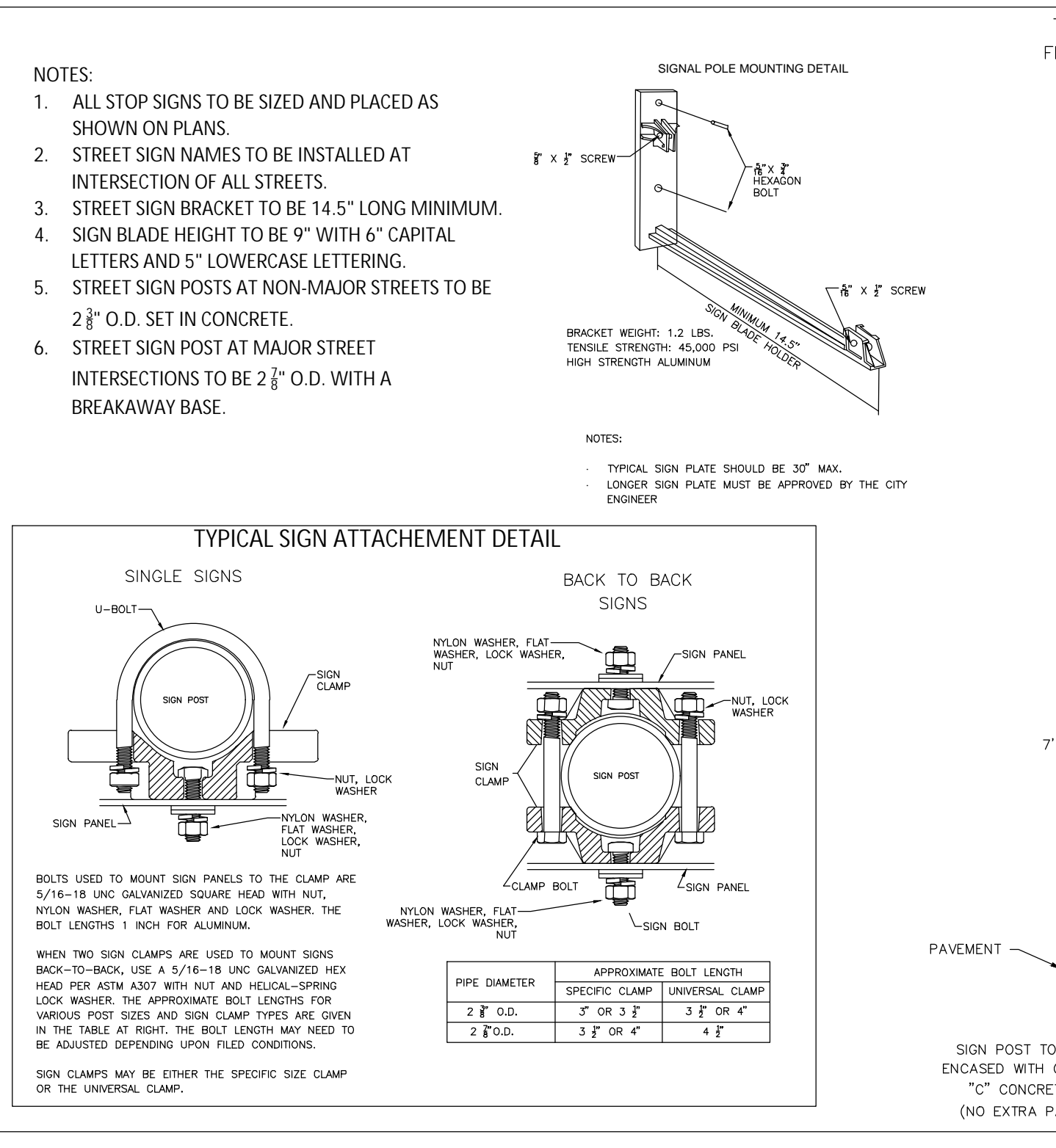
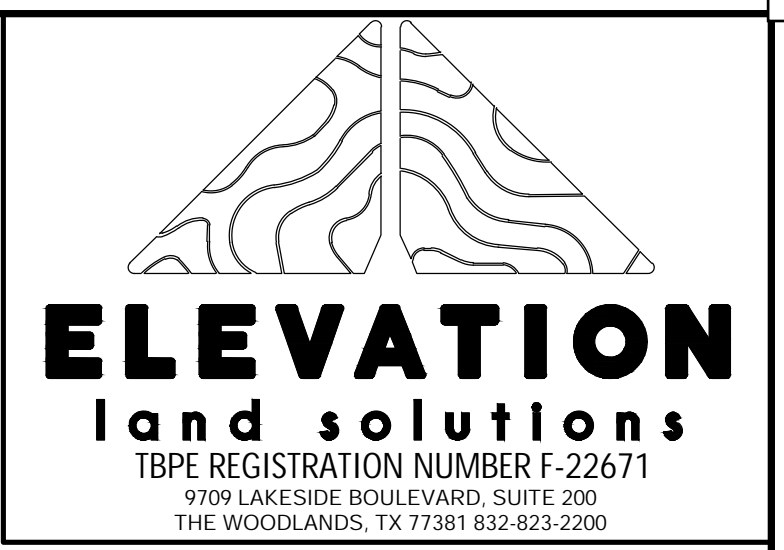
REVISIONS 10-2013 REVISED NOTES	CITY OF MONTGOMERY TYPICAL NON-RESIDENTIAL CONCRETE PAVING WITH STANDARD CURB	PAVING P-3
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REVISIONS 10-2013 REVISED NOTES	CITY OF MONTGOMERY DIVIDED ROADWAY CROSS SECTION	PAVING P-1
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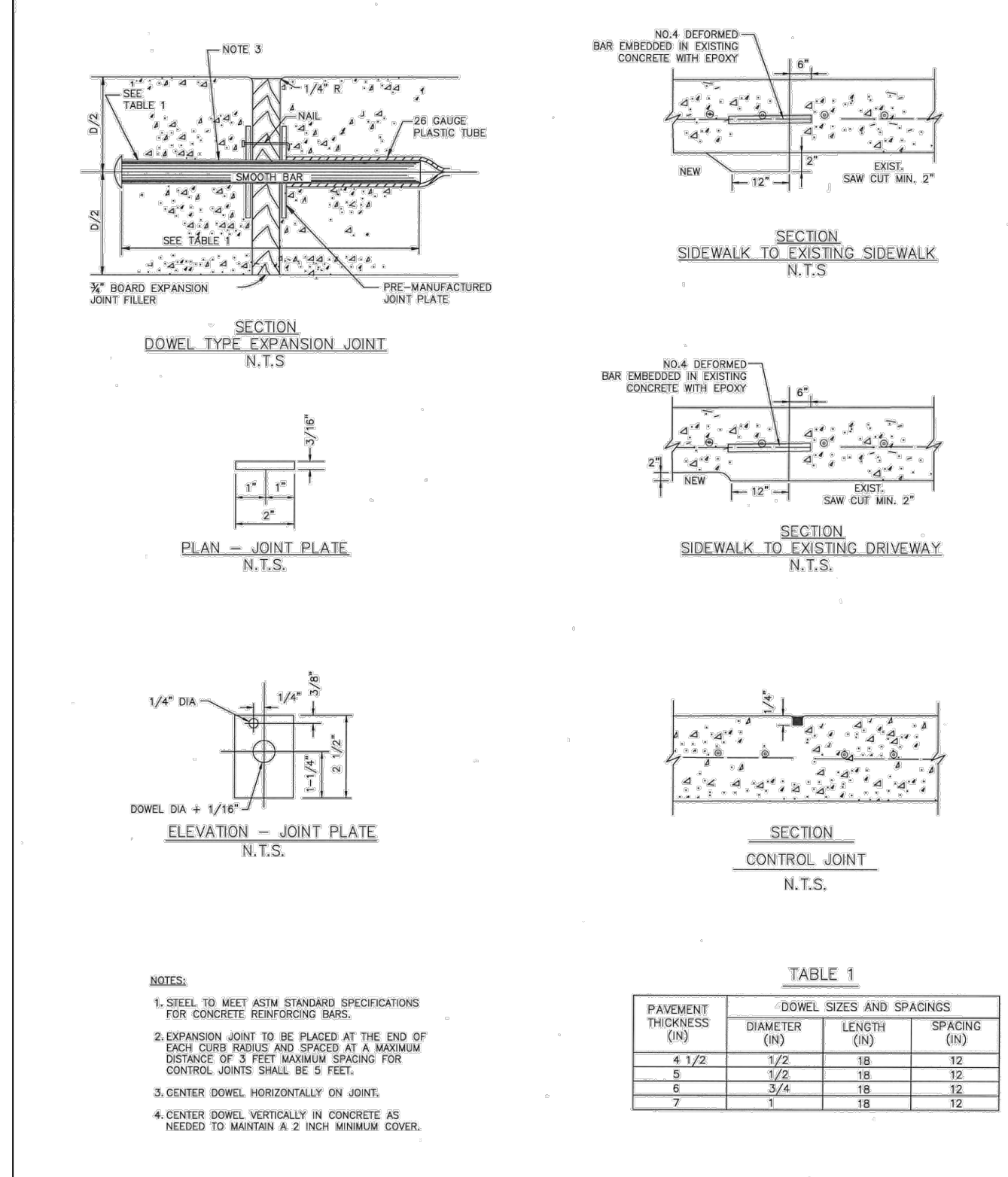
REVISIONS 10-2013 REVISED NOTES	CITY OF MONTGOMERY STANDARD CURB & GUTTER	PAVING P-4
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CITY OF MONTGOMERY
STANDARD STREET SIGN

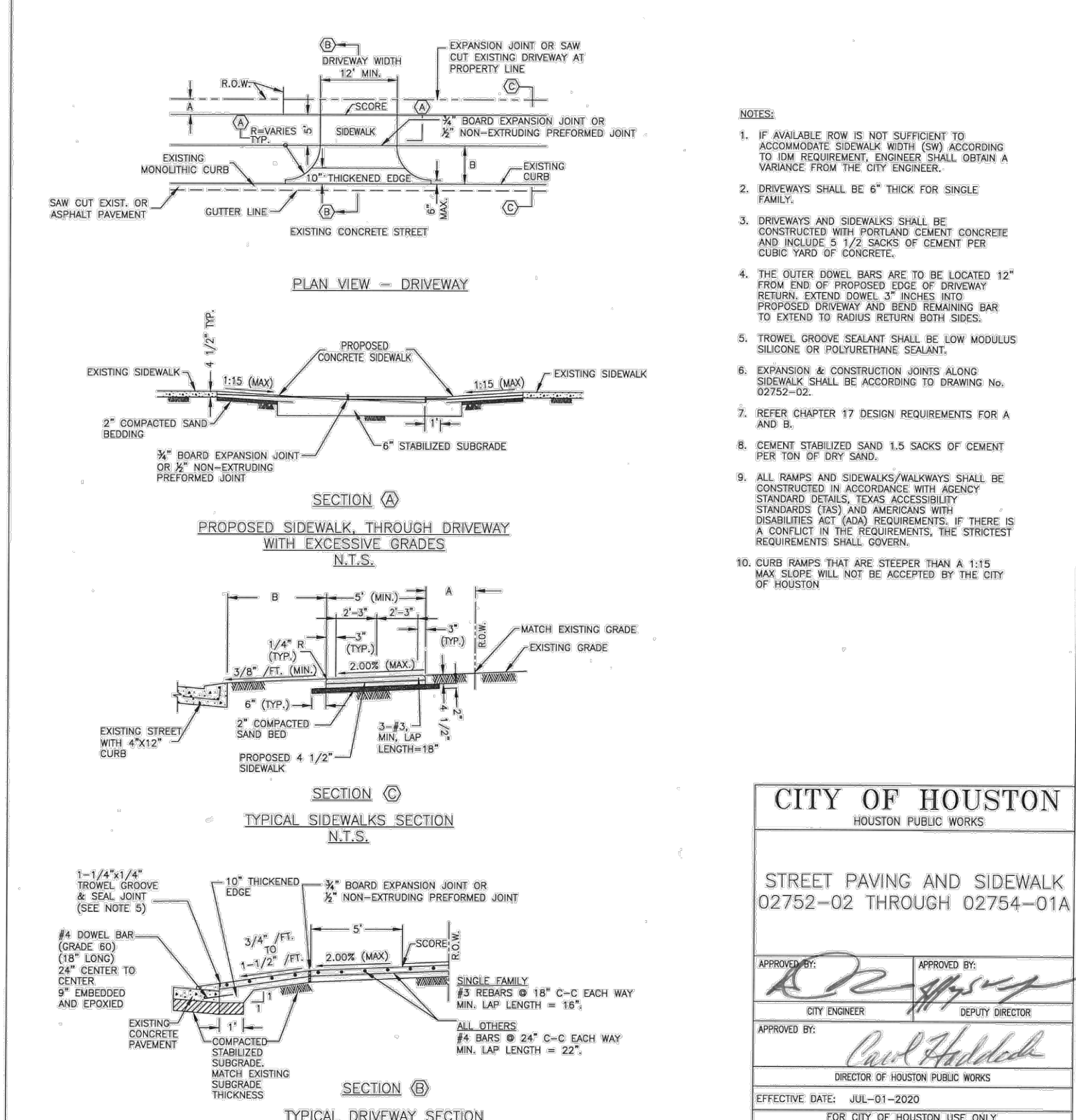
ROAD

02752-02



SIDEWALK EXPANSION AND CONSTRUCTION JOINT DETAILS
N.T.S.

02754-01A



DRIVEWAY / LOCAL RESIDENTIAL STREETS
N.T.S.

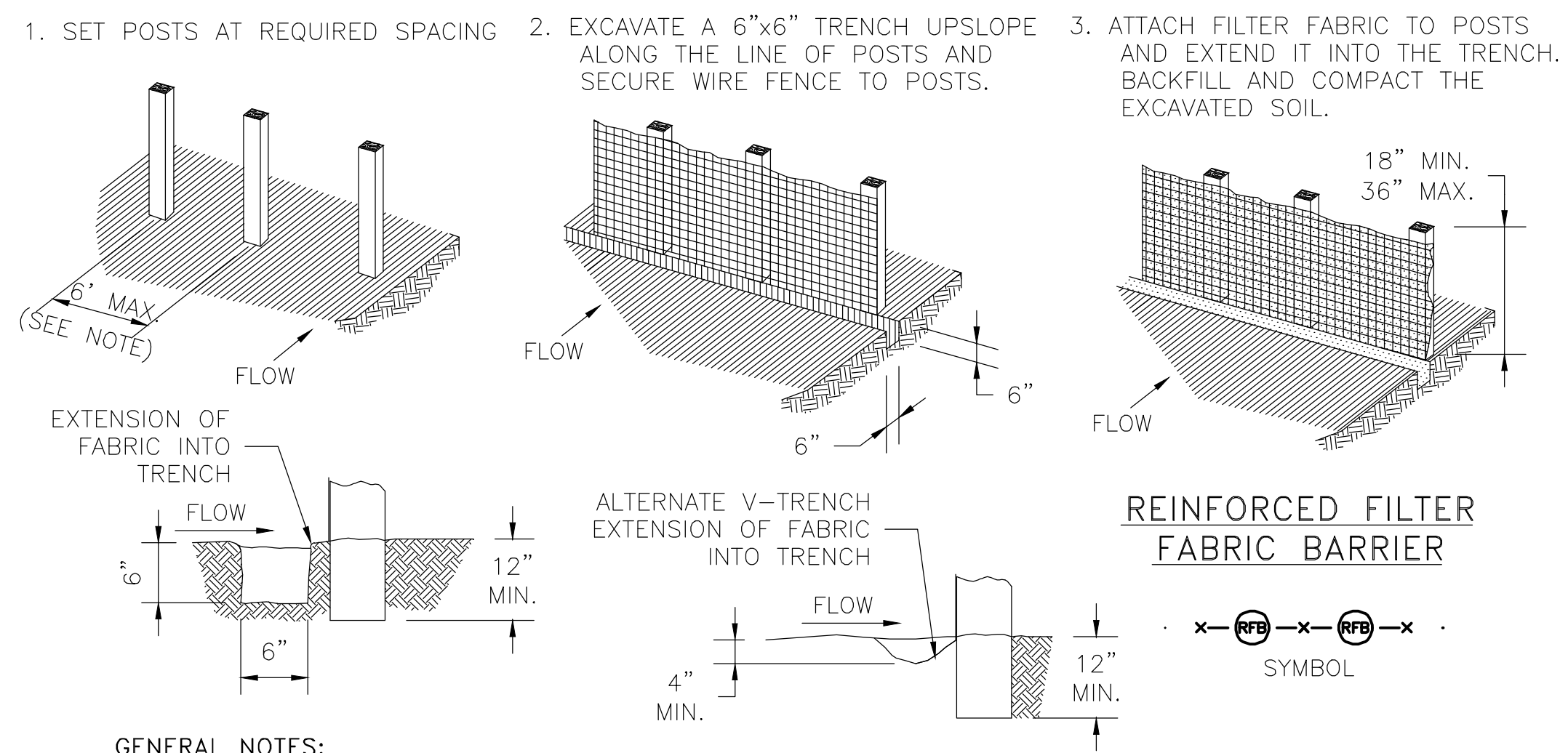
DATE	REVISION	APP.

GARRET J. DUHON
 9709 LAKESIDE BLVD.
 SUITE 200
 THE WOODLANDS, TX 77381
 (832) 823-2200
 Garret J. Duhon
 LICENSED PROFESSIONAL ENGINEER
 130733
 07/26/2023

CITY OF HOUSTON
 HOUSTON PUBLIC WORKS
 STREET PAVING AND SIDEWALK
 02752-02 THROUGH 02754-01A
 APPROVED BY: [Signature]
 CITY ENGINEER
 APPROVED BY: [Signature]
 DEPUTY CITY ENGINEER
 EFFECTIVE DATE: JUL-21-2020
 FOR CITY OF HOUSTON USE ONLY

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK
 CITY OF MONTGOMERY CITY ENGINEER
 SIGNATURE VALID FOR ONE (1) YEAR

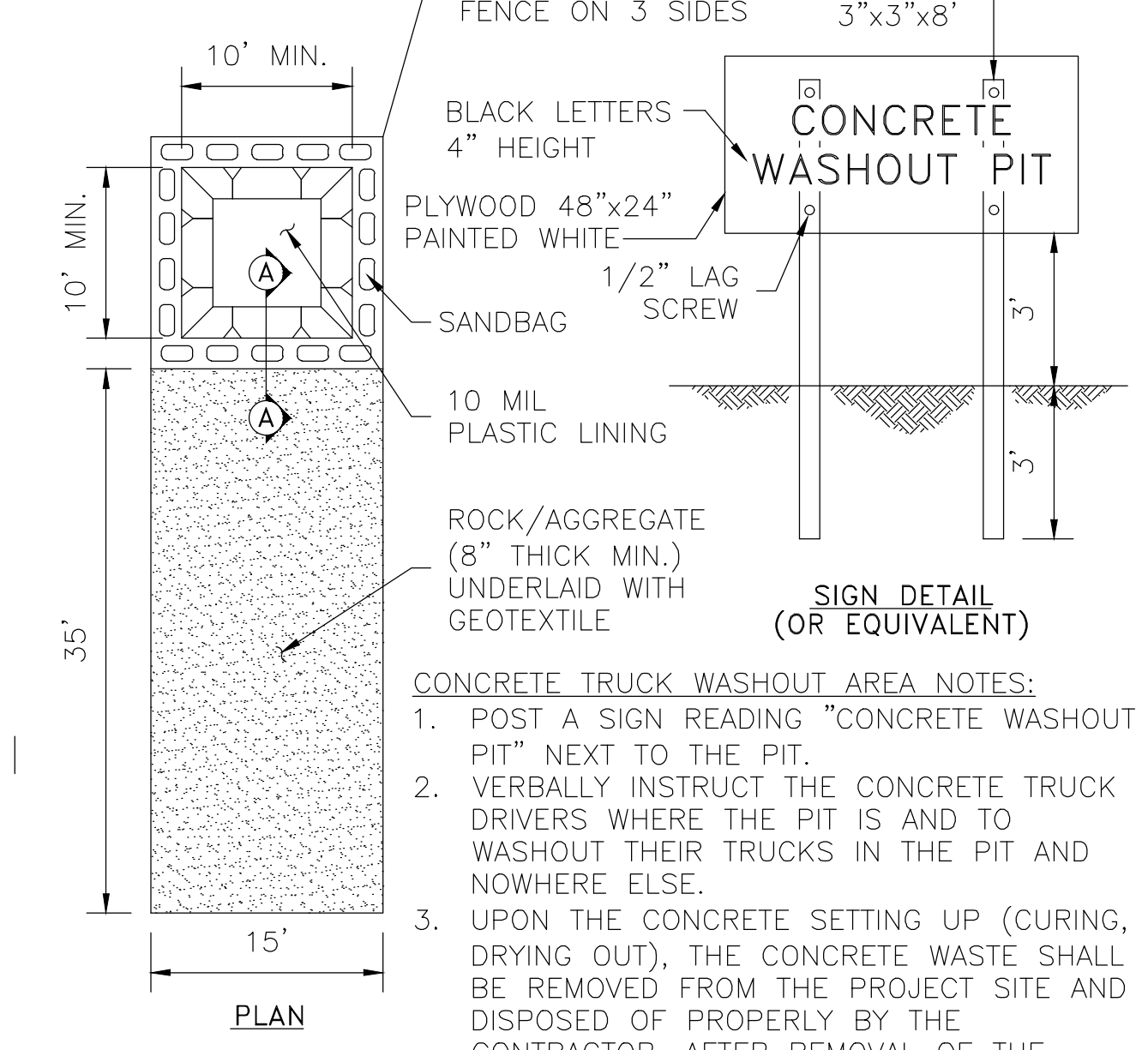
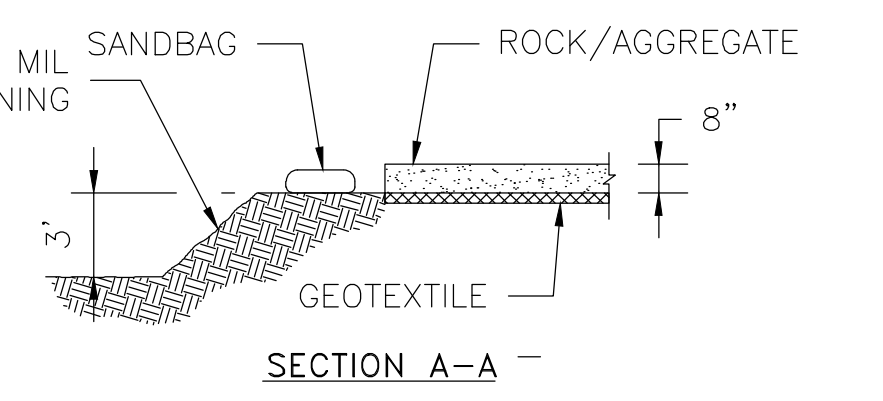
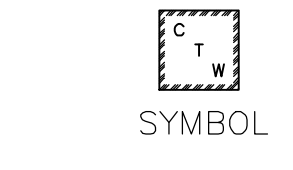
PAVING DETAILS
 SHEET 19 OF 21



GENERAL NOTES:

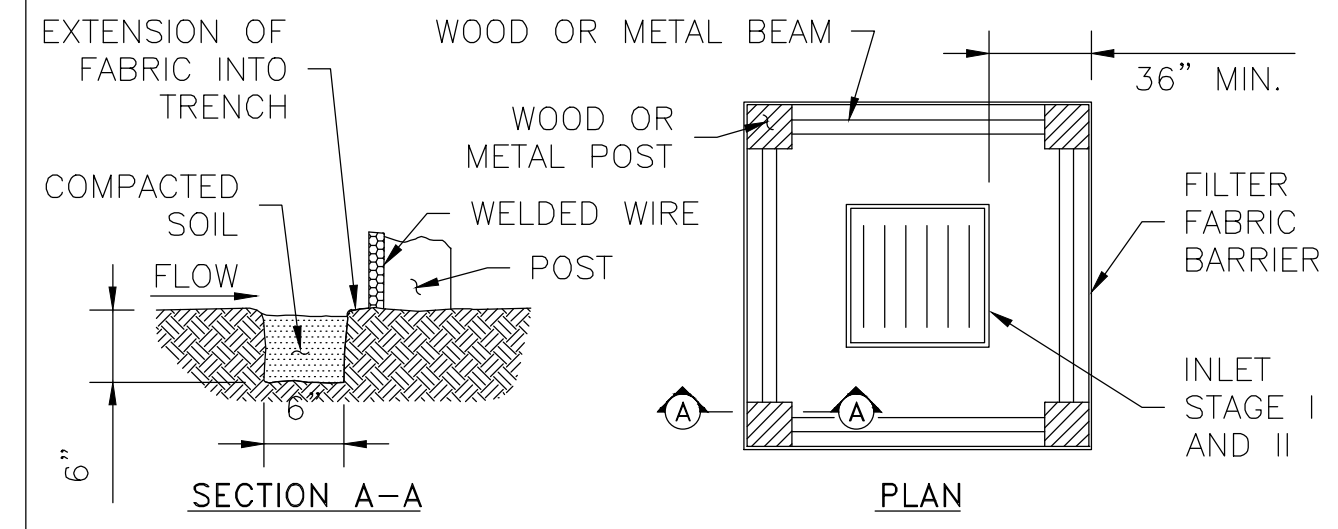
- 1. SECURELY FASTEN MESH FENCING TO POSTS WITH STAPLES OR TIE WIRES.
2. SECURELY FASTEN FILTER FABRIC TO MESH FENCING.
3. WHEN TWO SECTIONS OF FILTER FABRIC ADJOIN EACH OTHER, OVERLAP 6 INCHES AT A POST, FOLD TOGETHER, AND ATTACH TO A POST.
4. REMOVE SEDIMENT DEPOSITS WHEN SILT REACHES ONE-THIRD OF THE HEIGHT OF THE FENCE IN DEPTH.

CONCRETE TRUCK WASHOUT AREA

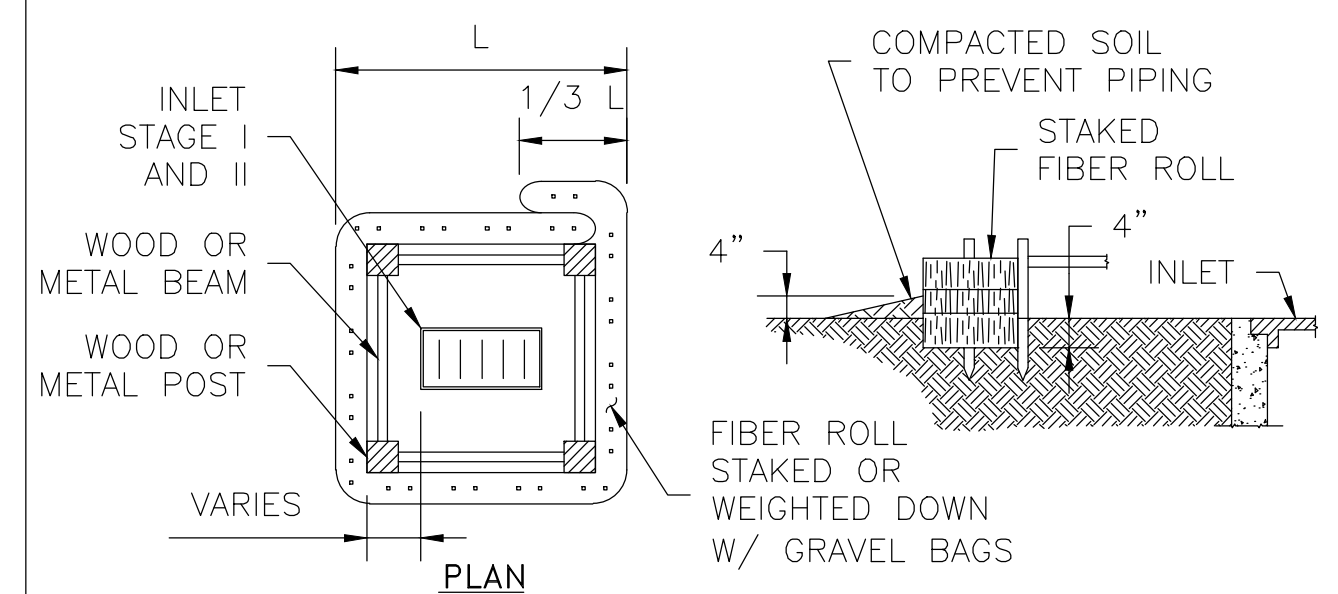


CONCRETE TRUCK WASHOUT AREA NOTES:

- 1. POST A SIGN READING "CONCRETE WASHOUT PIT" NEXT TO THE PIT.
2. VERBALLY INSTRUCT THE CONCRETE TRUCK DRIVERS WHERE THE PIT IS AND TO WASHOUT THEIR TRUCKS IN THE PIT AND NOWHERE ELSE.
3. UPON THE CONCRETE SETTING UP (CURING, DRYING OUT), THE CONCRETE WASTE SHALL BE REMOVED FROM THE PROJECT SITE AND DISPOSED OF PROPERLY BY THE CONTRACTOR.
4. CONCRETE WASHOUT PITS SHALL NOT BE LOCATED DIRECTLY ADJACENT TO, NOR AT ANY TIME DRAIN INTO THE STORM SEWER SYSTEM OR ANY OTHER SWALE, DITCH, OR WATERWAY.
5. CONSTRUCT ENTRY ROAD AND BOTTOM OF WASHOUT AREA TO SUPPORT EXPECTED LOADINGS FROM TRUCKS EQUIPMENT.



INLET PROTECTION BARRIER WITH REINFORCED FILTER FABRIC

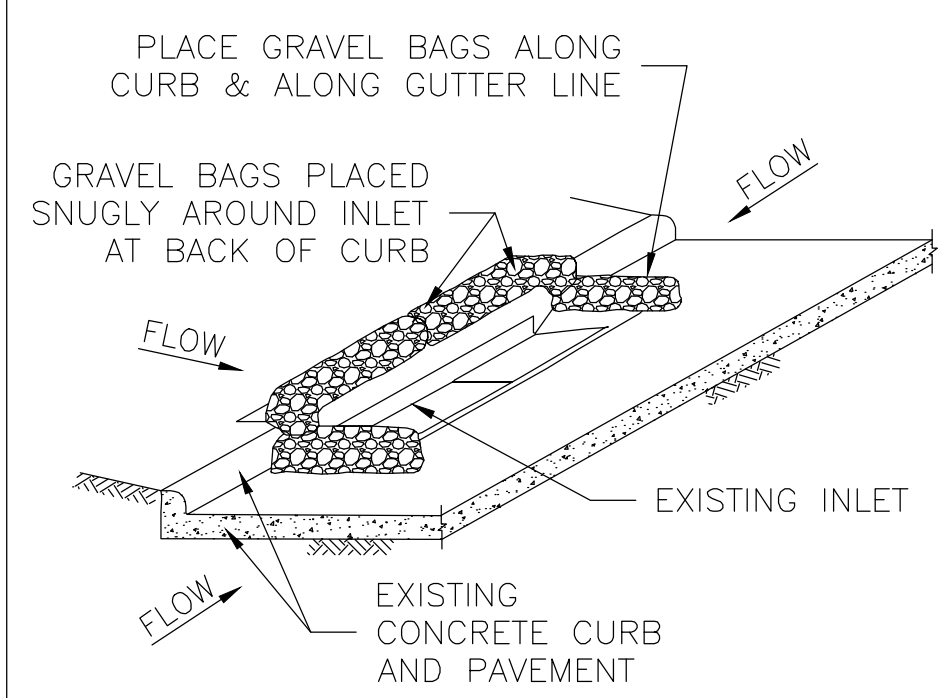
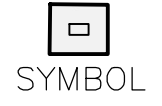


INLET PROTECTION BARRIER WITH FILTER ROLLS

GENERAL NOTES:

- 1. FIBER ROLLS WILL BE UTILIZED ONLY WHEN SITE CONDITIONS DO NOT PERMIT THE USE OF FILTER FABRIC BARRIER, AND AS APPROVED BY THE ENGINEER.

INLET PROTECTION BARRIERS FOR STAGE I INLETS

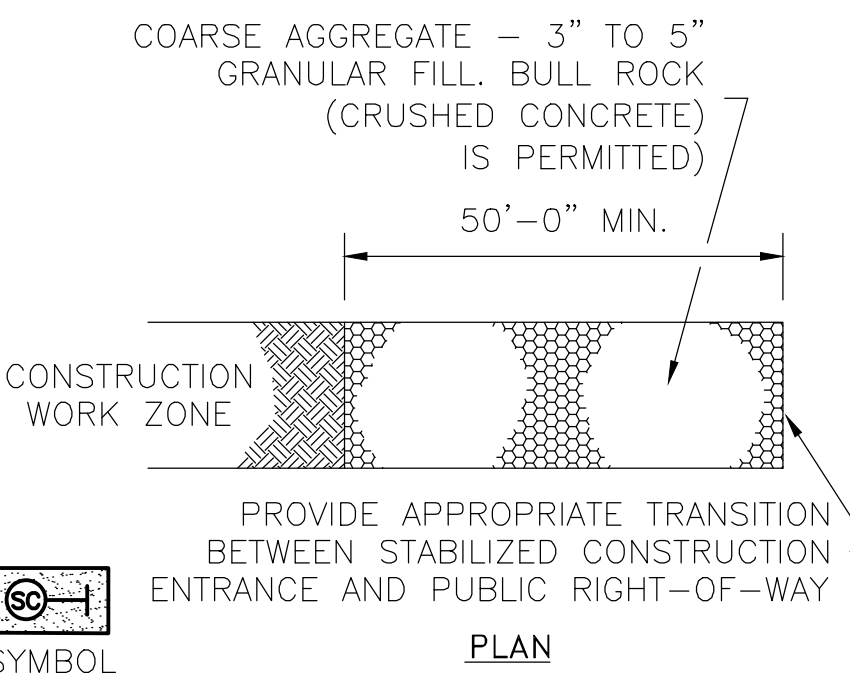


INLET PROTECTION BARRIERS FOR STAGE II INLETS

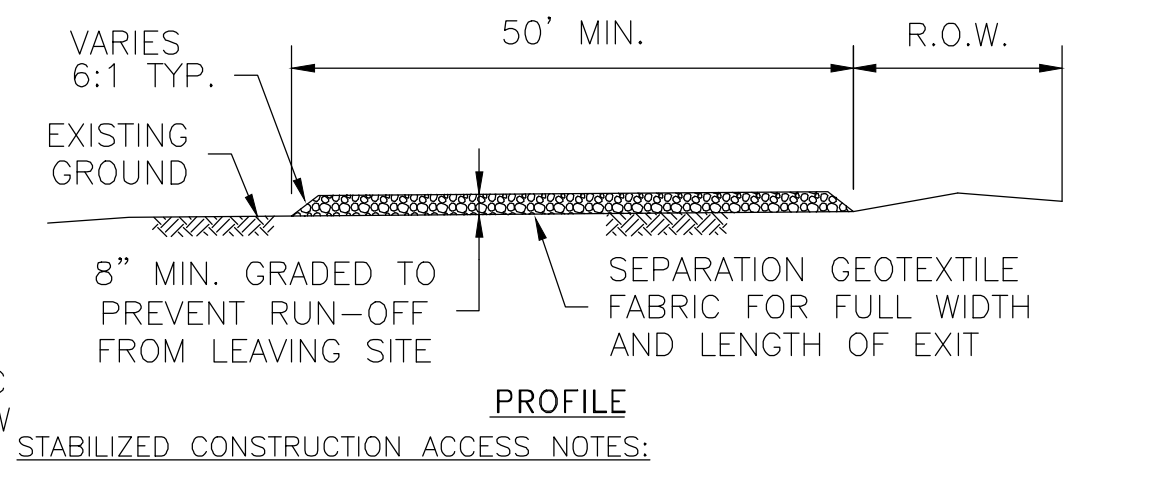


GENERAL NOTES:

- 1. REMOVE SEDIMENT DEPOSIT WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-THIRD THE HEIGHT OF THE BARRIER.
2. GRAVEL BAGS SHALL NOT BLOCK THROAT OF INLET UNLESS DIRECTED BY ENGINEER.



STABILIZED CONSTRUCTION ACCESS



STABILIZED CONSTRUCTION ACCESS NOTES:

- 1. MINIMUM LENGTH IS 50 FEET.
2. CONSTRUCT AND MAINTAIN CONSTRUCTION EXIT WITH CONSTANT WIDTH ACROSS ITS LENGTH, INCLUDING ALL POINTS OF INGRESS OR EGRESS.
3. UNLESS SHOWN OTHERWISE, STABILIZATION FOR OTHER AREAS WILL HAVE THE SAME AGGREGATE THICKNESS AND WIDTH REQUIREMENTS AS THE STABILIZED CONSTRUCTION EXIT.
4. WHEN SHOWN ON THE CONSTRUCTION DRAWINGS, WIDEN OR LENGTHEN STABILIZED AREA TO OUTLET SEDIMENT TRAP FOR THE TRUCK WASHING.
5. MINIMUM 14' WIDTH FOR ONE WAY TRAFFIC AND 20' FOR TWO-WAY.

02752-01 CITY OF HOUSTON HOUSTON PUBLIC WORKS STREET PAVING AND SIDEWALK 02751-01 THROUGH 02752-01. Includes joint plate details, dowel type expansion joint, and Table 1: Dowel Sizes and Spacing.

02775-01 CITY OF HOUSTON HOUSTON PUBLIC WORKS STREET PAVING AND SIDEWALK 02772-01 THROUGH 02775-01. Includes concrete sidewalk details for streets with curbs, wheel chair ramp details, and Table 1: Reinforcing Steel Information.

02775-02 CITY OF HOUSTON HOUSTON PUBLIC WORKS STREET PAVING AND SIDEWALK 02772-01 THROUGH 02775-01. Includes ramp construction for existing pavement and wheel chair ramp details.

Revision table with columns: DATE, REVISION, APP.

GARRET J. DUHON 9709 LAKESIDE BLVD. SUITE 200 THE WOODLANDS, TX 77381 (832) 823-2200. Licensed Professional Engineer 130733.

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK. Includes signature line and date field.

MISCELLANEOUS DETAILS SHEET 20 OF 21

Montgomery Bend Landscape Concept Plan

March 2023

REQUIREMENTS

309 LOTS WITHIN DEVELOPMENT
2 TREES MINIMUM PER LOT REQUIRED

Per Section 78-167
20% OF GROSS PROPERTY AREA OF RESERVES (RI ZONING)

GROSS PROPERTY AREA OF RESERVES=1.57 Acres
20% OF RESERVE AREA=13,678 square feet

16 PARKING SPACES (1 TREE REQUIRED)

PROPOSED

618 TREES PROVIDED IN LOTS (2 PER LOT)
104 TREES WITHIN DEVELOPMENT

15 QUALIFYING TREES (3" OR ABOVE) EQUAL TO 18,000 square feet canopy equivalent

2 QUALIFYING PARKING LOT TREES (3" OR ABOVE)
722 PROVIDED TREES

NOTE: MIN. TREE SIZE IS 30 GAL.

PLANT SCHEDULE

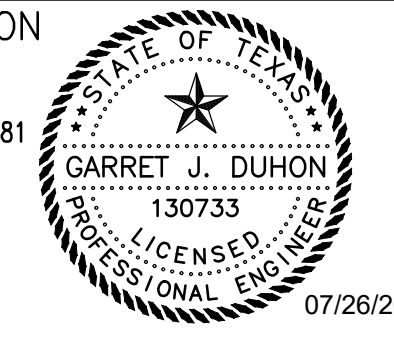
NEW GOLD LANTANA	●	SOUTHERN HAWTHORNE-30 GAL
DRIFT ROSE	●	HONTERKEY OAK-45 GAL
RED TURKS CAP	●	CHASTE TREE-30 GAL
ROSEMARY	●	LIVE OAK-45 GAL
POND GRASS	●	TEXAS OLIVE-10 GAL
BLACK-EYED SUSAN	●	LIVE OAK-100 GAL
ADASSO MAIDEN GRASS	●	YALPON HOLLY-30 GAL
RED TULSA	●	LOBLOLLY PINE-30 GAL
AGAVE	●	LOBLOLLY PINE-45 GAL
SHARP MAX MYRTLE	●	
INDIAN GRASS	●	
BUTTERFLY BIRD	●	
SHARP YALPON HOLLY	●	
BLUE FESCUE GRASS	●	
GAUL CORN THICK GRASS	●	
SWITCH GRASS	●	



ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
9709 LAKESIDE BOULEVARD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

DATE	REVISION	APP.

GARRET J. DUHON
9709 LAKESIDE BLVD.
SUITE 200
THE WOODLANDS, TX 77381
(832) 823-2200
Garret J. Duhon
TBPE NO. F-22671
07/26/2023



CITY OF MONTGOMERY CITY ENGINEER SIGNATURE BLOCK

CITY OF MONTGOMERY CITY ENGINEER SIGNATURE VALID FOR ONE (1) YEAR DATE

LANDSCAPE PLAN

SHEET 21 OF 21

KGA DEFOREST DESIGN, LLC
LANDSCAPE ARCHITECTURE
24275 Katy Freeway, Suite 200
Houston, Texas 77050
Phone 281.646.1608

P:\1610.126 Mabry and Faulkner Tract\006_Sec. 2\dwg\Plan_Sec_Drawings\DETAILS.dwg, 7/26/2023, 10:36 AM, MOUEZAZADA

ELEVATION LAND SOLUTIONS - MONTGOMERY BEND SEC 2 - PROJECT NO. 610.126.006-00

Montgomery City Council
AGENDA REPORT

Meeting Date: August 8, 2023	Budgeted Amount: N/A
Department: Public Works	Prepared By: Mike Muckleroy

Subject

Consideration and possible action authorizing the solicitation of “Water and Sewer Operations and Maintenance Services”.

Recommendation

Authorize the City Administrator to solicit bids by advertising through an RFP process.

Discussion

Staff is recommending we begin the RFP process for “Water and Sewer Operations and Maintenance Services” immediately. The RFP is attached, and we would like to advertise and accept proposals until September 7, 2023. A recommendation would come to the September 26, 2023 City Council meeting.

Approved By

Public Works Director	Mike Muckleroy	Date: 08/03/2023
City Administrator	Gary Palmer	Date: 08/03/2023



City of Montgomery
Request for Proposals
Water and Sewer Operations &
Maintenance Services

Deadline for submittal September 7, 2023, at 2:00 p.m.

REQUEST FOR PROPOSALS (RFP's)
CITY OF MONTGOMERY, TEXAS

WATER and SEWER OPERATIONS & MAINTENANCE SERVICES

The City of Montgomery, Texas is seeking RFPs for labor and experience to successfully provide service and operation of the City’s water and sewer systems. The RFP Pack containing information to prepare and submit a proposal is posted on the City’s website www.montgomerytexas.gov under Legal Notices. Proposals will be opened immediately following the submission deadline listed below. The City reserves the right to reject any and all proposals. Proposals will not be accepted after the deadline. Questions regarding submission of proposals or technical issues, contact Mike Muckleroy, Director of Public Works, at 936-597-6889, or mmuckleroy@ci.montgomery.tx.us (email).

Submission Deadline: Time: 2:00 p.m.
Date: Monday, September 7, 2023

Deliver proposals to: City of Montgomery
Attention: Nicole Browe, City Secretary
101 Old Plantersville Road
Montgomery, Texas 77316

All proposals must be submitted by the time indicated and placed in a sealed package clearly marked on the outside:

“PROPOSALS FOR WATER AND SEWER CONTRACT SERVICE, 2023”

Nicole Browe, City Secretary

Publication Dates: Friday, August 11, 2023, and Friday, August 18, 2023

The following information is provided as assistance to proposers with the understanding that it is the sole responsibility of each to satisfy themselves as to all information required for the preparation of their proposals.

Submission Requirements

The proposer must include an organizational chart indicating operators that will be assigned to the project. Current TCEQ license information is required. The proposer must name a company executive that commits to on-site time at the project and attends meetings with the City as required.

1. Provide the full name, tax identification number, and main office address of the entity (hereinafter referred to as the “Contractor”), which will ultimately enter into a contract with the City.
2. Provide a brief overview of your company background, including when your firm was organized, and if a corporation, where incorporated, and how many years engaged in providing Contract Operations Services.
3. Provide a brief description of your company experience, if any, with other public utility-related activities, such as utility meter reading & billing, backflow prevention operations and monitoring.
4. Provide a complete list of treatment facilities where you are currently providing O&M services. For each facility, provide the type and size of the facility, the term of the contract, and the name, title, and phone number of the client contact person.
5. Provide a brief explanation of your experience and approach to assimilating operational control & responsibility of a Catahoula Aquifer well site.
6. Provide a brief description of corporate resources available to support contract operations (i.e., Health & Safety, Technical experts).
7. Provide evidence of in-house construction crew and maintenance capabilities to include excavating equipment and crane trucks.
8. Provide a listing of all contracts which have been cancelled or non-renewed in the past two (2) years along with a brief explanation of the circumstances and the client’s name, contact person, address, phone number, and the size and type of facility.
9. Have you ever been named as a defendant in any litigation brought as a result of any management contact? If so, name the owner and describe the circumstances.
10. Does any elected official or other officer employee/person who is payable in whole or in part by the City of Montgomery have any direct or indirect personal interest in the Contractor? If so, describe the circumstances.
11. Provide a site-specific maintenance plan for all facilities including intervals of service.
12. Provide a company organization chart listing all employees and titles.

COST PROPOSALS

A Cost Proposal must be submitted in a separate sealed envelope, clearly marked “COST PROPOSAL,” and included in the same package as the proposal. The Cost Proposal shall be submitted on the forms provided in the Standard Agreement below. Specifically, the Proposer shall complete and submit the blank forms shown as Exhibit C (Compensation for Service), Exhibit D (Rates), and Exhibit E (Rates for Tapping & New Meter Installs) in the Standard Agreement.

A written narrative may be attached to all terms and conditions associated with the Cost Proposal. All pricing exceptions shall be clearly noted. Failure to do so will be considered cause for disqualification.

Standard Agreement

This Service Contract (this “contract”) is entered into as of this 1st day of November 2023, by and between City of Montgomery (the “City”) a city of the State of Texas organized and operating under the provisions of Chapters 49 and 54, Texas Water Code and _____, a Texas Corporation (“CONTRACTOR”).

RECITALS

The City owns and operates a water production and distribution system, a sanitary sewer collection system and a treatment facility as described in Exhibit “A” (the “Facilities”) and desires to obtain services for the competent operation, maintenance, and management of such Facilities. CONTRACTOR is in the business of operating, maintaining, and managing water production and distribution systems, sanitary sewer collection systems and treatment facility and desires to enter into this Contract with the City.

AGREEMENT

In consideration of the premises and the mutual undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and CONTRACTOR agree as follows:

I.

BASIC SERVICES TO BE PERFORMED BY CONTRACTOR

Section I.01. General. CONTRACTOR shall operate the Facilities to serve the purposes for which they are intended in compliance with all applicable laws and regulations, equipment Manufacturers' recommendations and the provisions of this Contract. CONTRACTOR will perform all of the basic services stated in this Article I. The cost for the basic services to be performed by CONTRACTOR is included in the compensation to be paid by the City in accordance with Paragraph I of Exhibit ‘C’. All services shall be of good quality and be performed in a professional manner. The standard of care for all professional and related services performed or furnished by CONTRACTOR under this Contract will be the care and skill ordinarily used by members of CONTRACTOR's profession practicing under similar conditions at the same time in the same general locality.

Section 1.02. Staff/Hours of Operation. CONTRACTOR will make available a staff including no less than one operator holding a Texas Commission on Environmental Quality ("TCEQ") "C" water/wastewater license, and two laborers each Monday through Friday (except holidays as defined in Exhibit 'B' between the hours of 7:00 a.m. and 4:00 p.m. CONTRACTOR staff will provide tools and equipment necessary to service the Facilities efficiently.

Section 1.03. Certified Personnel. The City's Facilities shall be operated by CONTRACTOR at all times only under the direct supervision of personnel possessing valid licenses and certificates of competency issued by the State of Texas in accordance with the rules and regulations of the TCEQ.

Section 1.04. Facilities Inspections. CONTRACTOR will inspect the City's water plants and wastewater plant a minimum of seven (7) days per week and lift stations three (3) days per week or as otherwise directed by the City or required by the TCEQ and will maintain a log of each inspection and related maintenance activities, in a form approved by the City, as part of the City's permanent records (including such inspections and written logs maintained relative to the City's lift stations).

Section 1.05. 24-Hour Communications. CONTRACTOR has available a Communications Center twenty-four (24) hours a day, each and every day of the year, including holidays. The telephone number of the Communications Center is the same as our main customer service phone number and will be clearly displayed on each monthly bill sent by CONTRACTOR to the City. It can also be placed on the City's website, if any, and in any City newsletter. The Communications Center would provide a communications interface between the City's customers, CONTRACTOR management and field personnel. All CONTRACTOR field personnel will have communication with the Communications Center. After-hours response time for an emergency shall not exceed thirty (30) minutes from the time the call is placed to the Communications Center. The Communications Center will maintain, to the extent reasonably possible, the ability to operate during natural disasters.

Section 1.06. Telemetric Monitoring. CONTRACTOR will monitor telemetric signal devices installed at or in the Facilities from its Service Center. Installation of such devices will be at the City's discretion.

Section 1.07. City Council Meetings. A representative of CONTRACTOR will attend scheduled meetings of the City Council and all special meetings that have an agenda item pertaining to the operations or budgeting of the Facilities and any other meetings which the City Council requires a representative of CONTRACTOR to attend.

Section 1.08. Monthly Operations Report. CONTRACTOR will submit to the City in a format acceptable to the City a monthly operations report that will include at least the following information:

1. Total water produced, purchased, and sold. Information to be provided by the City;
2. Total water accounted for;
3. Total water usage as indicated by current customer billings;

4. Summary of maintenance and repair back charges;
5. Insurance claims filed or pending disposition;
6. Summary of maintenance and repair by facility classification;
7. A certification of the date required bacteriological tests were performed;
8. Copies of all reports and correspondence made by CONTRACTOR to or received by CONTRACTOR from local, state or federal regulatory agencies on behalf of the City, including any notices of violation or other non-compliance matters and responses to same; and
9. For water production facilities, copies of all permit reports and correspondence made by CONTRACTOR to or received by CONTRACTOR from the TCEQ, the United States Environmental Protection Agency or any local groundwater conservation entity or surface water entity.

A clear audit record of all CONTRACTOR transactions on behalf of the City will be maintained by CONTRACTOR. Records of such transactions will be available to the City's auditor during normal working hours. CONTRACTOR will cooperate in and provide adequate working space for the conduct of audits.

Section 1.09. Compliance Reports. CONTRACTOR will prepare and submit all operational and compliance reports required by the TCEQ, the United States Environmental Protection Agency, and any other local, state, or federal agency. CONTRACTOR will coordinate all responses to violation or other non-compliance notices on behalf of the City in consultation with the City's Director of Public Works. Copies shall be provided to the City as soon as practicable after submission of the Compliance Reports.

Section 1.10. Operational Budgeting. CONTRACTOR will coordinate with the Director of Public Works to prepare an annual operations budget for review and approval by the City each year as part of the City's annual budgeting process. CONTRACTOR will work with the City's Director of Public Works or City Administrator to review and report the City's budget performance at least quarterly throughout the City's fiscal year. Additionally, CONTRACTOR will, if requested, work with the City in the preparation of, and annual updates of, a five-year operations and capital improvements budget.

Section 1.11. Correspondence and Inquiries. CONTRACTOR will respond to all correspondence and/or inquiries from the City's Council, staff, consultants, or customers in a prompt and professional manner. For calls requiring a response from CONTRACTOR's field representatives, CONTRACTOR shall note the caller's name, time of call, and location of issue and, if requested, shall make this information available to the city.

Section 1.12. Cooperation with City Representatives. CONTRACTOR will cooperate fully with all representatives of the City such as engineers, attorneys, accountants, and auditors, including providing time and copies of records, as authorized by the City. The Director of Public Works shall be the City's primary point of contact for CONTRACTOR and provide direction to the CONTRACTOR as the City's representative.

II.

OTHER OPERATIONAL SERVICES TO BE PERFORMED BY CONTRACTOR

Section 2.01. Use of Staff. CONTRACTOR will provide the other operational services stated in this Article II. All work performed during regular working hours specified in Article I shall be included in CONTRACTOR's fee for basic services in accordance with Paragraph I of Exhibit 'C'. For other work specified under this Article II the City will pay CONTRACTOR for such services at the rates reflected in Exhibit 'D', as applicable, unless otherwise noted in this Article II.

Section 2.02. Routine Preventive Maintenance. CONTRACTOR will perform, as required, routine preventive maintenance on equipment at the Facilities, including, but not limited to, exercise of emergency equipment and redundant components, inspections of pump impellers, lubrication, cleaning and replacing filters, inspecting chlorine cylinders, replacement of control lamps or light bulbs, and other maintenance, CONTRACTOR specified by the respective equipment manufacturers as routinely necessary to extend the useful life of the equipment. In the performance of such routine preventive maintenance, CONTRACTOR shall provide appropriate personnel, tools, equipment, and supplies as necessary and services will be billed as described in the company's rate sheet. CONTRACTOR shall invoice the City actual costs for expendable items or supplies. CONTRACTOR will maintain permanent records for the City of the maintenance performed on the City's equipment. The City will provide the CONTRACTOR with a Sales and Use Tax Exemption Certification Form for their records and will not be billed for sales tax.

Section 2.03. Emergency Repairs. CONTRACTOR will respond to any emergency (as hereinafter defined) throughout the year, regardless of the day or the time of day, within the time period specified in Section 1.05 above and with personnel qualified in Section 1.03 above. In all cases where, in the opinion of CONTRACTOR, the estimated costs of repair will exceed the dollar amount specified as "Authorized Maintenance Level" in Paragraph II of Exhibit 'C', CONTRACTOR will contact the authorized City member or, if unavailable, any other member to notify the City of the particular situation. CONTRACTOR will simultaneously notify the City engineer. The fact that said notification cannot be made in a timely manner will neither relieve CONTRACTOR of its responsibility to perform the required repair, nor limit the cost of repairs billed in accordance with the pricing covenants of this Contract.

Emergencies are defined as, but are not limited to:

1. A hazardous condition;
2. A loss of water pressure, or serious degradation of water quality at one or more customer locations; or any event related to the water system which would violate regulatory requirements or lead to a violation of regulatory requirements if not addressed immediately;
3. A blockage or overflow of any type in the sanitary sewer collection including all lift stations and Wastewater Treatment Plants.
4. A condition that, in the opinion of CONTRACTOR, or any authorized City representative, poses an immediate threat to develop into one of

the three emergencies listed above.

Section 2.04. Non-Emergency Repairs. CONTRACTOR will, during its regular workday; perform repairs that are not emergencies, as defined in Section 2.03 above. CONTRACTOR will schedule such non-emergency repairs on a first-call, first-served basis unless specifically asked to accelerate its response to a particular item by an authorized City representative. CONTRACTOR must receive approval from the authorized City representative prior to performing non-emergency repairs when, in CONTRACTOR's opinion, the estimated cost of said repair will exceed the dollar amount specified as "Authorized Maintenance Level" in Paragraph III of Exhibit "C" and where appropriate, consult with the City engineer.

Section 2.05. Chemical Inventories. CONTRACTOR will manage and maintain an inventory of chemicals routinely used in the operation of the Facilities. Chemical inventories will be stored at the Facilities in quantities sufficient to assure continuous operation of the Facilities and in compliance with TCEQ requirements.

Section 2.06. Water Main Flushes. CONTRACTOR will flush the water distribution system once each year. Additionally, CONTRACTOR will routinely flush dead-end water mains, not looped back to the system, within the City's water distribution system in accordance with state requirements to minimize the potential for taste, odor or turbidity problems associated with low flows in such dead-end water mains. After flushing the water distribution system as required in this section, CONTRACTOR shall report the flushing at a City meeting, including a report as to the observed condition of lines and flushing valves and water quality. In addition, CONTRACTOR will promptly investigate each water quality concern or complaint received from City customers and will take appropriate action to address such complaints including, if appropriate, flushing the related water main(s).

Section 2.07. Bacteriological Analysis. CONTRACTOR will submit water samples to an authorized Department of Health laboratory in compliance with TCEQ regulations. All test results will be kept as part of the City's records. The City will reimburse CONTRACTOR for the actual cost of these tests.

Section 2.08. Other Laboratory Testing. CONTRACTOR will perform, or have performed, all other sampling and laboratory analysis necessary to maintain a safe water supply. Additionally, CONTRACTOR will perform, or have performed, other tests, including, but not limited to, those requested by the City, the TCEQ, the Environmental Protection Agency, or any other governmental agency with jurisdiction over the City's facilities. The City will reimburse CONTRACTOR for the actual laboratory expenses incurred by CONTRACTOR for laboratory analysis.

Section 2.09. Materials Purchasing. With the exception of materials used for installation of new taps and meters, CONTRACTOR will purchase and deliver material required to provide services under this Contract and will bill the City for such materials at cost plus ____%. Materials shall include, but not be limited to, oils, lubricants, chemicals (except chlorine or other water disinfectant), fuel for generators and other materials that may be required to meet regulatory requirements, perform maintenance, or provide a quality water supply. CONTRACTOR shall be responsible for arranging to have sufficient amounts of chlorine or

other water disinfectant chemical delivered so that the System may be operated by CONTRACTOR in accordance with this Contract. The City will reimburse CONTRACTOR for the expenses incurred by CONTRACTOR for the purchasing of said water disinfectant chemical at cost only.

Section 2.10. Single-Family Meter Installations. CONTRACTOR will install, at City's request, a meter to serve a single-family residence within ten working days after receipt of the residential tap and inspection fees specified in the City's then current official Rate Order. Meter installations will meet American Water Works Association standards and applicable City requirements. The City will pay CONTRACTOR for these meter installations in accordance with Exhibit 'E'. Upon authorization from the Directors of the City, meter installation may be withheld from an entity which has an overdue account balance with the City.

Section 2.11. Commercial Meter Installations. Following the City engineer's approval of the Civil Site Construction Drawings, CONTRACTOR will install all commercial and other non-single family residential meters within ten (10) working days after receipt of the tap and inspection fees specified in the City's then current official Rules. The City will pay CONTRACTOR for said meter installations in accordance with Exhibit 'E'. Upon authorization from the City, meter installation may be withheld from an entity which has an overdue account balance with the City.

Section 2.12. Utility Charges. Electric and telephone service accounts for the Facilities shall be in the name of the City and charges for such service shall be paid directly by the City.

Section 2.13. Printing and Postage. CONTRACTOR will charge the City the then current USPS rate for all postage.

Section 2.14. Inspections. CONTRACTOR will inspect each connection to the City's Facilities to assure compliance with all applicable TCEQ rules and regulations and City policies, including the City's then current Rate Order and Rules and Regulations Governing Sewer Residential Lines and Sewer Connections. CONTRACTOR shall also perform the inspections listed in Exhibit 'D' at the rates set forth therein and shall also perform such other inspections as the City may request.

Section 2.15. Meter and Meter Box Replacements. CONTRACTOR will replace faulty and stuck meters. Meters with over one million gallons usage will be reported to the City and replaced if directed by the City or in accordance with any meter replacement policy adopted by the City. In addition, CONTRACTOR will replace damaged meter boxes as directed by the City. CONTRACTOR will charge the City for services related to meter and meter box replacements in accordance with Exhibit 'D'.

Section 2.16. Grounds Keeping and Mowing. CONTRACTOR will be responsible for overseeing the grounds keeping and mowing of the City's Facilities if authorized by the City. Facilities will be maintained to an appearance appropriate to a residential neighborhood, including mowing, edging, trimming, and cleaning of buildings, equipment and driveways as required. If requested by the City, CONTRACTOR will solicit proposals from contractors acceptable to the City and shall administer, inspect and direct the mowing activities of the

contractor selected by the City. The City shall pay such contractor directly.

Section 2.17. Contractor Work on System. A CONTRACTOR representative shall provide on-site assistance and consultation when any component of the Facilities, such as a motor or pump, is being removed from or returned to the System by a third-party contractor. A CONTRACTOR representative shall provide on-site assistance and consultation when any new equipment or component is being added to the Facilities by a third-party contractor.

Section 2.18. Equipment Appearance. To maintain a neat appearance of the Facilities, CONTRACTOR shall provide painting touch-up services for pumps and piping. CONTRACTOR shall not, however, be required to repaint major pieces of equipment in the Facilities. The City shall reimburse CONTRACTOR for the actual cost of paint provided by CONTRACTOR to perform touch- up services.

Section 2.19. Fire Hydrants. CONTRACTOR will visually inspect and flow-test all fire hydrants within the City annually and will submit a written status report to the City and if required, any fire department serving the City. Any repairs necessary shall be described in the status report and will be considered non-emergency repairs as defined by Section 2.04 unless a fire hydrant is non- operational. If a fire hydrant is found to be non-operational, CONTRACTOR will make necessary repairs so that the fire hydrant can be operated. With prior approval from the City, CONTRACTOR will paint each fire hydrant within the City. Except as otherwise provided herein and in compliance with applicable law, CONTRACTOR will paint all non-operational fire hydrants black, or if scheduled for repair within seven (7) days, place a black covering over the fire hydrant, unless otherwise directed by the city. Additionally, CONTRACTOR will replace or install blue dot reflectors on the roadway adjacent to each hydrant as necessary.

Section 2.20. Valves. CONTRACTOR will perform ongoing water distribution valve inspections and submit a written report of inspections to date to the City annually. Any repairs necessary will be considered non-emergency repairs covered by Section 2.04.

Section 2.21. Lift Station Inspection and Cleaning. At least three (3) times per week, CONTRACTOR will inspect each of the City's lift stations, cycle each pump, and record the run time. At least once every six (6) months (or more often if necessary), CONTRACTOR will pressure wash; remove and dispose of accumulated solids, debris, and grease from each of the City's lift stations.

Section 2.22. Sanitary Sewer Manhole Inspection. Subject to the City's prior approval of the cost for and frequency of same, CONTRACTOR will perform an ongoing sanitary sewer manhole inspection program, with subsequent reports submitted to the City. This program shall include a visual inspection of the top of the sanitary sewer manhole and the surrounding area and a visual inspection of the inside of the sanitary sewer manhole as can be seen from the top without physically entering. Any repairs necessary will be presented to the City for prior approval and be considered non-emergency repairs as defined by Section 2.04. CONTRACTOR shall charge for time and materials as described in the Contract for this inspection program.

III.

INSURANCE

CONTRACTOR shall procure and maintain throughout the term of this Contract, at its sole cost and expense, insurance of the types and in the minimum amounts set forth below. CONTRACTOR shall furnish certificates of insurance to the City evidencing compliance with the insurance requirements hereof upon execution of this Contract and annually thereafter to evidence renewal. Certificates shall name CONTRACTOR, name of insurance company, policy number, term of coverage, and limits of coverage. CONTRACTOR shall cause its insurance companies to provide the City with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. CONTRACTOR shall obtain such insurance from such companies having a Best's rating of A+NII or better, licensed or approved to transact business in the State of Texas in which the Services shall be performed, and shall obtain such insurance of the following types and minimum limits:

1. Worker's Compensation insurance in accordance with the laws of the State of Texas, and Employer's liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease; \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
2. Commercial General Liability insurance including coverage for Products/Completed Operation, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
 - \$1,000,000 general aggregate limit
 - \$1,000,000 each occurrence,
 - \$1,000,000 aggregate Products, combined single limit
 - \$1,000,000 aggregate Personal Injury/Advertising Liability
 - \$1,000,000 Pollution
3. Business Automobile Liability coverage applying to owned, non-owned, and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
4. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$2,000,000 each occurrence combined single limit.
5. Crime Bond with a limit of liability not less than \$50,000.

The City shall be added as additional insureds to all coverages required above, except those in Paragraph (1). All policies written on behalf of CONTRACTOR shall contain a waiver of subrogation in favor of the City and the City's agents and employees. In the event of a reduction in coverage or lapse or cancellation of any required insurance, it is the specific responsibility of CONTRACTOR to notify the City immediately and to immediately reinstate the insurance at the coverages required herein or to purchase replacement insurance that meets the

requirements of this Contract. Failure by CONTRACTOR to immediately reinstate or replace said insurance shall be a material breach of this Contract and the City shall have the right to immediately terminate this Contract upon written notice. CONTRACTOR's failure to provide insurance as required hereunder or to supply the required evidence of insurance, or the failure of the City to require evidence or to notify CONTRACTOR of any breach by CONTRACTOR of the requirements of this provision or deficiencies in the insurance obtained, shall not constitute a waiver by the City of any of these insurance requirements, or a waiver of any other terms or conditions of this Contract, including CONTRACTOR's obligations to defend, indemnify and hold harmless the City as required in this Contract.

IV.

GUARANTEES, INDEMNITY AND LIMITATIONS

Section 4.01. Guaranties. CONTRACTOR will use generally accepted business practices in procuring materials and equipment. CONTRACTOR will be neither responsible nor liable for any manufacturer's guaranty or guaranties of or in connection with such materials or equipment. CONTRACTOR will use reasonable efforts to obtain the standard guaranties applicable in the particular industry manufacturing such materials or equipment and will assign same to the City. CONTRACTOR will provide a one-year warranty on workmanship for all materials or equipment installed by CONTRACTOR personnel or CONTRACTOR subcontractors. CONTRACTOR will develop a list of recommended spare parts to be maintained at the Facilities and will deliver inventory and replenish said parts on a regular basis.

SECTION 4.02. Indemnity. AS PART OF THE CONSIDERATION FOR THE CONTRACT, CONTRACTOR, FOR ITSELF AND ITS EMPLOYEES, SUCCESSORS AND ASSIGNS, AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES AND AGENTS (THE "CITY INDEMNITEES") FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT OR LIABILITY OF EVERY KIND OR CHARACTER, WHETHER IN CONTRACT, TORT OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM CONTRACTOR'S WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS CONTRACT. THIS INDEMNITY AND HOLD HARMLESS AGREEMENT WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE BY CONTRACTOR ITS EMPLOYEES, OR ANY SUBCONTRACTOR OR AGENT OF CONTRACTOR. ADDITIONALLY, CONTRACTOR SHALL INDEMNIFY THE CITY INDEMNITEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE THAT ONE OR MORE OF THE CITY INDEMNITEES MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGEMENTS AGAINST SUCH CITY INDEMNITEE ARISING OUT OF THE FAILURE OF CONTRACTOR, ITS EMPLOYEES, SUCCESSORS, ASSIGNS, SUBCONTRACTORS OR AGENTS, TO CONFORM TO THE STATUTES, ORDINANCES, OR OTHER REGULATION OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY IN CONNECTION WITH THE OPERATION OF THE FACILITIES UNDER THIS CONTRACT, UNLESS FAILURE TO SO CONFORM WAS A DIRECT RESULT OF CONTRACTOR FOLLOWING THE EXPRESS WRITTEN INSTRUCTION OF THE BOARD OF DIRECTORS OF THE CITY. THE PROVISIONS OF THIS SECTION 4.02 SHALL

SURVIVE ANY TERMINATION OF THIS CONTRACT.

Section 4.03. Reasonable Diligence. CONTRACTOR agrees to use due diligence and good business practices in the operation of the Facilities. CONTRACTOR will be liable for any direct or indirect loss, injury or damages resulting from the diminution or interruption of service within the Facilities that is caused by the willful misconduct or negligence (whether active, passive, or gross) of CONTRACTOR, its employees, representatives, agents, or subcontractors.

Section 4.04. Force Majeure. Neither the City nor CONTRACTOR will be in default if performance of their respective obligations under this Contract is delayed, disrupted, or becomes impossible because of any act of God, war, hurricane, earthquake, fire, strike, work stoppages, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the party affected (collectively, "Force Majeure"). Upon occurrence of any such event, CONTRACTOR will operate the Facilities to the best of its ability under the circumstances, and CONTRACTOR will not be responsible for any damages, fines, penalties, or claims resulting therefrom. If any additional expense is incurred by CONTRACTOR in such operation, that expense will be deemed to be an extraordinary expense, all of which will be paid by the City to CONTRACTOR in accordance with Paragraph VI of Exhibit 'C'. No event of Force Majeure will allow for the delay or disruption of the respective financial obligations of CONTRACTOR or the City except in the event of widespread economic collapse or banking failures within the United States of America.

Section 4.05. Compliance with Applicable Laws. CONTRACTOR will operate the Facilities in compliance with all applicable local, state, and federal laws, rules, and regulations.

Section 4.06. Fines and Penalties. Provided that (a) this Contract is in force, (b) the Facilities meet the TCEQ design criteria, and (c) the City has not rejected or otherwise failed to approve any of CONTRACTOR's operational recommendations which would have prevented the violation, CONTRACTOR will pay any and all fines or penalties assessed against the City as a result of actions taken by Texas Commission on Environmental Quality, the Environmental Protection Agency, or Lone Star Groundwater Conservation District. The City's failure to approve CONTRACTOR's operational recommendations that would have prevented the violation(s) which result in fines or penalties will relieve CONTRACTOR of any responsibility under this Section 4.06 to pay the applicable fines or penalties.

V.

PAYMENTS

The City will pay CONTRACTOR for services to be rendered under this Contract in accordance with the fee schedules contained in Exhibit 'C', Exhibit 'D' and Exhibit 'E' and as otherwise specifically provided in this Contract. CONTRACTOR shall provide its invoices to the City's Public Works Department by the 10th day of each month. To the extent permitted by law, payment of invoices by the City shall be governed solely by the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. CONTRACTOR hereby waives any other rights or remedies it may have with respect to payment of invoices.

VI.

TERM, TERMINATION, AND RECORDS

Section 6.01 Term. This Contract commences on November 1, 2023, and will remain in effect for three years and thereafter on a year-to-year renewal, subject to the rights of either party to terminate the Contract at any time in accordance with Section 6.02. The three-year term of this agreement shall be reviewed annually regarding the service costs and level of service by the City’s Public Works Director. Any recommended changes will go before City Council for approval by contract amendment.

Section 6.02. Termination. Either party to this Contract may terminate this Contract, either with or without cause, by delivering thirty (30) days prior written notice to the other party in accordance with and to the address in Section 7.07 below. Upon termination of this Contract, the City shall pay CONTRACTOR within the time period provided above any outstanding payment due and owing to CONTRACTOR for work performed prior to the termination date; provided, however, the City shall have the right to reduce such final payment as a set-off for any direct damages incurred by the City related to CONTRACTOR's willful, intentional or reckless negligent (whether active, passive or gross) acts or omission in connection with the services performed under this Contract.

Section 6.03. City Records. CONTRACTOR will retain records that CONTRACTOR initiates or receives on behalf of the City in compliance with the City’s Records Management Policy, the City’s adopted Records Retention Schedules and the Texas Local Government Records Act. If this Contract is terminated, CONTRACTOR will deliver to the City or the City’s designated agent, all of said records at no cost to the City not later than thirty (30) days following the effective date of termination, with the exception of all records related to billing and other items necessary for the continued operation of the Facilities, which shall be delivered no later than the effective date of termination. CONTRACTOR may make copies, at CONTRACTOR's expense, of those records.

VII.

MISCELLANEOUS

Section 7.01. Record Drawings. The City will provide CONTRACTOR with three sets of record drawings of the Facilities. CONTRACTOR will maintain these drawings in a manner that allows their efficient and effective use in solving problems related to the Facilities.

Section 7.02. Identification. CONTRACTOR employees will readily identify themselves when CONTRACTOR communicating within the City and with City customers. CONTRACTOR maintenance and CONTRACTOR operating personnel will possess pictured I.D. cards and wear distinctive clothing bearing CONTRACTOR's name. CONTRACTOR vehicles will display CONTRACTOR's name. All other CONTRACTOR employees will possess pictured I.D. cards.

Section 7.03. Modification. Modification of this Contract may be made only by a written document signed by CONTRACTOR and the City.

Section 7.04. Assignability. Neither CONTRACTOR nor the City may assign its interest in this Contract without the prior written consent of the other party.

Section 7.05. Subcontract Repairs. With the City’s best interest in mind and acting in good faith with the requirements of this Contract, CONTRACTOR may subcontract any repairs and/or services that CONTRACTOR is to perform under this Contract, all as CONTRACTOR deems appropriate. However, such subcontracting shall not relieve CONTRACTOR of any of its obligations under this Contract, and subcontractors shall be considered to be employees of CONTRACTOR for the purposes of delineating those responsibilities. CONTRACTOR shall require all subcontractors to carry insurance of the types and in the minimum amounts set forth in Article III of this Contract. CONTRACTOR shall supervise and inspect all subcontracted repairs or services performed under the terms of this Contract. The City may, at its discretion, engage its own contractor for certain repair services. In that event, the City agrees that CONTRACTOR shall not be responsible for the quality or timeliness of those services. CONTRACTOR will invoice the City for managing subcontractors as set forth in Paragraph V of Exhibit 'C'.

Section 7.06. Independent Contractor. CONTRACTOR, its employees, agents, and subcontractors are not the City’s employees. CONTRACTOR serves the City solely as an independent contractor.

Section 7.07. Notice. Any notice required under this Contract will be in writing and sent by certified mail with return receipt or by hand-delivering with return receipt to the intended party’s address of record. Notice will be deemed given as of the date of the return receipt when mailed or delivered to the following addresses:

CONTRACTOR: _____

CITY: City of Montgomery
City Administrator
101 Old Plantersville Rd.
Montgomery, TX 77316

The parties may change the respective address by giving the other party fifteen (15) days written notice to the other party.

Section 7.08. Place of Performance. The place of performance of this Contract shall be Montgomery, Montgomery County, Texas.

Section 7.09. Venue; Attorney Fees. Venue shall lie in Montgomery County, Texas. The prevailing party in any such suit shall be awarded reasonable attorney’s fees and court costs.

Section 7.10. Parties in Interest. This Contract shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any benefits or rights upon any other person or entity, including, without limitation, the customers of the City.

Section 7.11. Counterparts. This Contract may be executed in one or more original, electronic or facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

Section 7.12. Severability. The invalidity or unenforceability of any particular provision, or any part thereof, of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

CONTRACTOR: _____

ADDRESS: _____

BY: _____
Print Name

SIGNATURE: _____

CITY OF MONTGOMERY:

BY: Mayor Byron Sanford
Print Name

SIGNATURE: _____

ATTEST

SIGNATURE: _____
Nicole Browe, City Secretary

EXHIBIT “A”

**City of Montgomery
Water and Wastewater Facilities**

Facility	Location	Physical Address
Lift Station #1	Onsite-Stewart Creek WWTP	265 S. Buffalo Springs Dr.
Lift Station #2	Town Creek WWTP	323 Liberty St.
Lift Station #3	FM 149, NW of bus barn	13790 Liberty St.
Lift Station #4	Old Plantersville Rd., S. of City Hall	651 Old Plantersville Rd.
Lift Station #5	SH 105, East of Napa	2150 Eva St.
Lift Station #6	SH 105, adjacent to MISD stadium	22628 SH 105
Lift Station #7	Lone Star Pkwy., New Community Center	2510 Lone Star Pkwy.
Lift Station #8	Lone Star Pkwy., East of Plez Morgan	1600 Lone Star Pkwy.
Lift Station #9	Buffalo Crossing, North of creek	1355 Buffalo Springs Dr.
Lift Station #10	Buffalo Crossing, South of creek	1191 Buffalo Springs Dr.
Lift Station #11 – Decommissioned	Berkley @ Bessie Price Owens	215 Berkley Dr.
Lift Station #12	NE corner of CB Stewart and SH 105	300 CB Stewart
Lift Station #13	Montgomery Summit Business Park	22400 FM 1097
Lift Station #14	Waterstone Section 2	115 Peninsula Pt.
Lift Station #A	Clepper, West of school, N side of road	110 Clepper
Lift Station #B	SH 105, Soloman Electric	1200 Eva St.
Lift Station #C	FM 1097, East of well #3	22712 Hwy 1097 E.
Lift Station #D	FM 149, N of Berkley	14460 Liberty St.
Water Plant #1 – Decommissioned	Pond St. @ College	210 Pond St.
Water Plant #2	W of intersection of Houston and Stewart	905 Stewart St.
Water Plant #3	FM 1097, East of FM 149	109 Business Park Dr.
Sewer Plant #1 – permitted but inoperable at this time	Town Creek WWTP	323 Liberty
Sewer Plant #2	Buffalo Springs, S of SH 105	265 S. Buffalo Springs Dr.

EXHIBIT 'B'**HOLIDAYS**

CONTRACTOR and the City agree the following days will be recognized as holidays during each contract year:

New Year's Day

Martin Luther King, Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve

Christmas Day

EXHIBIT 'C'

COMPENSATION FOR SERVICES

- I. **BASE OPERATIONS FEE:** For and in consideration of basic services outlined in Article I of a Contract and rendered to and on behalf of the City by CONTRACTOR, the City agrees to pay to CONTRACTOR, each month, the base operations fee set forth below.

- II. **Operation of the City’s Facilities:**
 - Sewer Plant No. 2, \$ _____;
 - Water Plant No. 2, \$ _____;
 - Water Plant No. 3, \$ _____;
 - Lift Stations 1-14, A-D @ \$ _____ each.

- III. **AUTHORIZED MAINTENANCE LEVEL:** Consistent with the principles of effective cost containment, efficient maintenance and maximization of operational procedures, the City authorizes CONTRACTOR to perform non-emergency repairs when, in CONTRACTOR's opinion, the cost to the City of such repairs will not exceed \$1,000.

- IV. **MATERIALS:** Cost of materials billed and/or sold to the City by CONTRACTOR will include an administrative fee of ____% as provided in this Contract. Some materials are billed at cost as provided in this Contract. Any invoices of \$3,000.00 and over will receive a complimentary review then will be forwarded to the City for direct payment.

- V. **SUBCONTRACT (S):** CONTRACTOR's supervision and inspection fees for subcontracts will be ____% of the dollar amounts of the subcontract as provided in this Contract. CONTRACTOR will pass through the cost of the subcontractor and bill for time involved in supervision, assistance, and inspection. For all repairs and/or services that CONTRACTOR is qualified and capable to perform but have been performed by a subcontractor in accordance with Section 7.05 of the Contract, CONTRACTOR shall invoice the City no more than if CONTRACTOR had actually performed the work itself.

- VI. **EXTRAORDINARY SERVICES:** CONTRACTOR may render additional services not specified in this Contract. Extraordinary services not anticipated and not specified in this Contract may also be requested of CONTRACTOR by the City. The City and CONTRACTOR will in good faith negotiate the amount to be paid by the City to CONTRACTOR for such extraordinary services.

EXHIBIT 'D'

RATES

INSPECTIONS

<u>Classification</u>	<u>Rate</u>
Customer Service Inspection	\$ _____ each
Pre-Construction/Post-Construction Inspection	\$ _____ each
Single-Family Residential (SFR) Sewer Tap Inspection	\$ _____ each
Non-SFR Sewer Tap Inspection	\$ _____ Per quote
Grease Trap Inspection (when requested)	\$ _____ each
Backflow Prevention	\$ _____ each
Device Inspection	\$ _____ each

METER AND METER BOX REPLACEMENTS

<u>Classification</u>	<u>Rate</u>
SFR Meter Replacement	\$ _____ plus cost of meter
Non-SFR Meter Replacement	Cost plus ____%
SFR Meter Box Replacement	\$ _____ each
Non-SFR Meter Box Replacement	Cost plus ____%

PERSONNEL

<u>Classification</u>	<u>Straight Time Per Hour*</u>
Operations Supervisor/Compliance Manager	\$ _____
Equipment Operator/Technician/Compliance	\$ _____
Certified Operator	\$ _____
Field Technician	\$ _____
Clerical/Administration	\$ _____

EQUIPMENT

Classification	<u>Straight Time Per Hour*</u>
Backhoe & Rig	\$ _____
Mini Excavator & Rig	\$ _____
Boring Machine	\$ _____
Air Compressor & Jackhammer	\$ _____
Crane Truck	\$ _____
2" Pump & Hoses	\$ _____
Utility Truck/ I ton	\$ _____/_____
Shoring Equipment	\$ _____ (per use)

*Straight time will be charged for work performed from 7:00 a.m. to 4:00 p.m. Monday through Friday, except on Holidays as defined in Exhibit 'B'. Overtime will be charged for work performed at any time other than straight time and shall be 1.5 times straight time rate.

EXHIBIT 'E'

RATES FOR TAPPING & NEW METER INSTALLATION

The following rates for meter taps include all labor, equipment, materials, and box. Water meters will be provided and set by the City of Montgomery.

Single-Family Residential and Irrigation Meter Taps

3/4" meter tap (less than 6' deep, first 40') \$ _____ each

1" meter tap (less than 6' deep, first 40') \$ _____ each

Taps over 40 feet long or deeper than five (5) feet will be charged at cost listed above plus \$ _____ per linear foot over the first 40 feet.

Residential 4" sewer tap \$ _____ each

Other Taps

Other taps, including commercial, will be on a quoted basis for each installation based on customer requirements and specifications approved by the City's engineer.