

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

**January 10, 2023 at 6:00 PM**

**NOTICE IS HEREBY GIVEN** that a Meeting of the Montgomery City Council will be held on **Tuesday, January 10, 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 Minutes of Regular Meeting 11/08/2022

**BOARD OF ADJUSTMENT:**

- 2.** VARIANCE HEARING #1: Consideration and possible action on a side yard setback encroachment request at 704 Caroline Street.
- 3.** VARIANCE HEARING #2: Consideration and possible action on a building line encroachment for Montgomery Summit Business Park Reserve B.

**CONSIDERATION AND POSSIBLE ACTION:**

- 4.** Consideration and possible action on a request to demolish the existing structures at 704 Caroline Street in the Historic Preservation District.

- 5.** 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.

- 6.** Consideration and possible action regarding the solicitation of mowing contracts.

- [7.](#) Consideration and approval of AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, PROVIDING FOR THE HOLDING OF A GENERAL ELECTION TO BE HELD ON MAY 6, 2023, FOR THE PURPOSE OF ELECTING THREE (3) CITY COUNCIL MEMBERS, PLACES 1, 3 AND 5; AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION.
- [8.](#) Consideration and possible action regarding adoption of the Election Services Agreement by and between the City of Montgomery and Montgomery County Elections for the May 6, 2023 Election.
- [9.](#) Consideration and possible action regarding adoption of the Joint Election Agreement by and between the City of Montgomery and Montgomery County Elections for the purpose of sharing jointly conducted elections to be held May 6, 2023.
- [10.](#) Consideration and possible action on the following Resolution: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AUTHORIZING THE SIGNORS FOR ALL CITY OF MONTGOMERY BANKING ACCOUNTS WITH FIRST NATIONAL BANK; AND PROVIDING AN EFFECTIVE DATE.
- [11.](#) Consideration and possible action to approve a TexPool Resolution Amending Authorized Representatives

**EXECUTIVE SESSION:**

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

**POSSIBLE ACTION FROM EXECUTIVE SESSION:**

**COUNCIL INQUIRY:**

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

**ADJOURNMENT**

/s/ Nici Browe

Nici Browe, City Secretary. TRMC

I certify that the attached notice of meeting was posted on the bulletin board at City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas, on January 6, 2023 at 4:00 p.m.

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

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**City Council Regular Meeting  
MINUTES**

**November 08, 2022, 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
	Cheryl Fox	City Council Place #4
	Patricia Easley	City Council Place #5
Absent:	Casey Olson	City Council Place #2
	T.J. Wilkerson	City Council Place #3
Also Present:	Dave McCorquodale	Assistant City Administrator& Planning Development
	Nici Browe	City Secretary & Director of Administrative Services

**INVOCATION**

Mayor Byron Sanford gave the 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.

James Langley – 1002 College Street, Montgomery. Mr. Langley addressed Council

Arnette Easley – 15275 N. Liberty, Montgomery. Mr. Easley addressed Council

Alisa McCorquodale – 661 Old Plantersville, Montgomery. Ms. McCorquodale addressed Council.

**CONSENT AGENDA:**

1. Consideration and approval of the following:

Minutes of the Regular City Council meeting 10-25-2022

Ms. Browe pointed out that the council were provided with an updated copy as there was a typo on 2<sup>nd</sup> page. Did make a material change of the facts.

Councilmember Carol Langley moved to approve the minutes with corrections as indicated by the City Secretary. Councilmember Cheryl Fox seconded the motion. Motion passed (3-0).

**CONSIDERATION AND POSSIBLE ACTION:**

2. Consideration and Possible Action to accept a donation from Charlie Diggs, Wade Nelson, and Robert Kluna of a fully equipped Command Center to the Montgomery Police Department.

Police Chief, Anthony Solomon presented this item and spoke about the donation and the command trailer and its intended use. He explained that he is bringing it to Council for a resolution to formerly accept the donation, per the personnel policy 6.07.

Councilmember Cheryl Fox moved to accept the Resolution for the donation as presented. Councilmember Patricia Easley seconded the motion. Motion passed (3-0).

3. Presentation and acceptance of the Meadow Ridge Feasibility Study (Dev. No. 2213).

Ms. Katherine Vu, City Engineers provided a comprehensive overview of the Feasibility Study that was conducted on Meadow Ridge, a 28-acre tract. She went into specific details about Waste water capacity now and within a year on, impact fees, and a proposed valuation at full build out, along with projected tax revenues. Ms. Vu also discussed the type of Sanitary Sewer system that would be required based on the topography of the area.

Mayor Sanford requested that the engineers contact the county as he has some concerns on the lighting on that part of West 105.

Ms. Vu responded that the project needs MCTX approval and would make sure that lighting was a consideration.

Councilmember Patricia Easley moved to accept the Feasibility study as presented. Councilmember Cheryl Fox seconded the motion. Motion passed (3-0).

**EXECUTIVE SESSION:**

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

1. Section 551.074 Personnel matters - Interim City Administrator; and

- City Secretary & Director of Administrative Services.

Alan Petrov, Attorney for the City informed council that both Mr. McCorquodale and Ms. Browe have just handed him letters requesting their items be heard in open session.

Mayor Byron Sanford stated that he will oblige. Mayor Byron Sanford began his presentation by stating that he had been in contact with Legal and that it was determined that an internal investigation as to the performance and conduct of Mr. McCorquodale should take place. He (Mayor) then instructed the Police Chief to conduct the investigation. He went on to state that it was evident in late summer when the budget workshop took place that there was some tension between Mr. McCorquodale and the Police Chief, there were some exchanges of email where it became very clear about the frustrations of the Chief, comments made to the Code Enforcement Officer.

Mayor Sanford continued to speak for several minutes about the issues that were raised that led him to believe there was more going on and wanted it resolved. He also read from various documents with him at the dais.

He then confirmed that witnesses had provided audio, written and video interviews.

*[the video footage of the council meeting will provide specific factual statements]*

Police Chief addressed Council to clarify and confirm a misstatement by the Mayor. He wanted it to be known that he did not say certain things the mayor was stating. He also wanted it known that he advised the mayor that Mr. McCorquodale should have been issued a copy of the investigation report.

Mayor Sanford and Police Chief exchanged a few words regarding this topic.

Each Councilmember provided a brief statement, being thankful that there was no criminal activity going on. Councilmember Cheryl Fox read out a statement/letter from the School Board.

Councilmember Carol Langley made an emotional statement and applauded Mr. McCorquodale for volunteering to take on the role of Interim City Administrator and knows that during this time he has wore many hats.

Mayor conferred with legal counsel as to how to get a copy of the investigation report to Mr. McCorquodale and how to allow a response or recommendation from him.

Mayor asked if he should take a motion to adjourn Executive Session.

Alan Petrov Attorney advised that they did not go into executive Session as it was requested the item be addressed in open session.

Ms. Browe requested that she be recognized as she would like to read a statement.

Mayor Sanford recognized her.

Ms., Browe read a statement addressing retaliation and her concerns regarding unethical processes by Mayor Sanford.

At the conclusion of her statement Mayor Sanford vehemently denied her accusations and proceeded to berate her for speaking out in such manner. He then stated if she continued, she would be removed.

Ms. Browe was escorted from the meeting by the Police Chief.

Mayor Sanford inquired with legal if they could go into Executive Session to discuss the actions tonight.

Alan Petrov stated that they could not but could discuss the items on the agenda in open session.

#### **POSSIBLE ACTION FROM EXECUTIVE SESSION:**

No action taken other than acknowledge that Mr. McCorquodale will be provided a copy of the investigation report.

#### **COUNCIL INQUIRY:**

Councilmember Langley stated that she had gone to San Marcos as a representative of City of Montgomery for some Economic Development information.

Councilmember Easley requested that Council discuss at a future meeting permitting as there is a problem with permitting.

Councilmember Langley felt that it should be a closed session discussion as there is a new permit tech.

#### **ADJOURNMENT**

Councilmember Cheryl Fox moved to adjourn the meeting. Councilmember Carol Langley seconded the motion. Motion passed (3-0).

**ADJOURNED: 7:30 PM**

Submitted by: \_\_\_\_\_

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

Nici Browe, City Secretary

\_\_\_\_\_

Byron Sanford, Mayor

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> January 10, 2023	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> Dave McCorquodale

**Subject**  
 Consideration and possible action on a side yard setback encroachment request at 704 Caroline Street.

**Recommendation**  
 Motion to approve the encroachment request as presented.

**Discussion**

The new owners of the property are requesting to demolish the existing 1,200 sqft home to build a new home and garage on the property. The existing house is 5-feet from the side property line, and surrounding properties appear to all have portions of the house or accessory structures 5-feet from the property line or closer in some cases. An aerial view of the property and its surroundings is attached for reference.

The city had a 5-foot side yard requirement for a number of years and many existing homes in the neighborhood do have a 5-foot side yard. Current regulations require a 10-foot side yard. The applicant is asking for an encroachment into the side yard, effectively leaving a 5-foot side yard. Staff and the city engineers have no objections to the request.

The Planning & Zoning Commission recommended unanimously (4-0) to allow the encroachment request at their January 3, 2023 meeting.

<b>Approved By</b>		
		Date:
Interim City Administrator	Dave McCorquodale	Date: 01/04/2023

# 704 Caroline St.

Aerial view of adjacent properties.

Item 2.



Eugenia Street

College St.

Pond St.

Subject Property

Caroline St.

Google Earth







January 3, 2023

The Planning and Zoning Commission  
City of Montgomery  
101 Old Plantersville Road  
Montgomery, Texas 77316

Re: Variance Request  
704 Caroline  
City of Montgomery

Dear Commission:

Jordan Selleck ("the Developer") plans to proceed with demolition of the existing structure and construction of a new single-family residence at 704 Caroline. The Developer is requesting permission to encroach upon the 10' side lot setback required by section 98-122(a) of the City's code of ordinances with two (2) proposed structures.

Enclosed you will find the request for encroachment as submitted by the Developer.

The property is not currently platted, and a development plat will need to be prepared for the property. We recommend the side yard setback lines be maintained at 10' and an encroachment be granted for the two proposed structures shown in the provided site plan. All future structures must adhere to a 10' side yard setback.

Approval of the encroachment as recommended above does not constitute plan approval and only allows the Developer to further refine the proposed site plans, which will require the full review and approval of the City, including Planning and Zoning Commission approval for all work in the Historic District.

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

Sincerely,

Chris Roznovsky, PE  
Engineer for the City

CVR/rmc

Z:\00574 (City of Montgomery)\\_900 General Consultation\Correspondence\Letters\2023.01.03 MEMO to P&Z RE 704 Caroline Variance Request

Enclosures: Variance Request

Cc (via email): Mr. Dave McCorquodale– City of Montgomery, Interim City Administrator & Director of Planning and Development  
Ms. Nicola Browe – City of Montgomery, City Secretary  
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney



McCorquodale, Dave &lt;dmccorquodale@ci.montgomery.tx.us&gt;

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## 704 Caroline St Encroachment Request

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Liz Selleck &lt;lizzyselleck@gmail.com&gt;

Fri, Dec 30, 2022 at 11:16 AM

To: "McCorquodale, Dave" &lt;dmccorquodale@ci.montgomery.tx.us&gt;

Dear Sirs and Ladies,

My name is Jordan Selleck and I recently purchased the property at [704 Caroline Street](#) in Montgomery. After a detailed investigation of the interior of the existing home, it was apparent that the renovations needed due to years of deferred maintenance and DIY projects was not an option. Additionally, we realized it was not financially feasible to bring the home up to modern building and safety codes. In designing the new home, we have used a similar location to the existing home and an existing shed on the property. We do not believe the location of the proposed home and garage will have any adverse effects on the neighboring properties since the existing structures have not negatively affected the neighbors or the neighborhood. We request to be allowed to encroach into the required 10-foot side yards as shown on the proposed site plan. Thank you for your consideration.

Jordan Selleck

DATE	8/14/24
BY	W. B. WOOD
FOR	OWNER
PROJECT	2024
NO.	1
SHEET	1 OF 1
TITLE	SITE PLAN
PROJECT ADDRESS	704 CAHOPE ST
CITY	MONTGOMERY, TX
STATE	TX
ZIP	77156
SCALE	AS SHOWN

**NOT FOR CONSTRUCTION**

PREPARED BY: W. B. WOOD, INC. (WBI)  
 1802 W. B. WOOD, JR. DR., SUITE 100  
 MONTGOMERY, TEXAS 77156

DATE: 8/14/24  
 BY: W. B. WOOD  
 FOR: OWNER

**JOB SITE ADDRESS:**  
 704 CAHOPE ST  
 MONTGOMERY, TX 77156

**STUD PACK BUILDERS**

BLDG 1: 1,200 SQ FT  
 BLDG 2: 1,200 SQ FT  
 TOTAL: 2,400 SQ FT

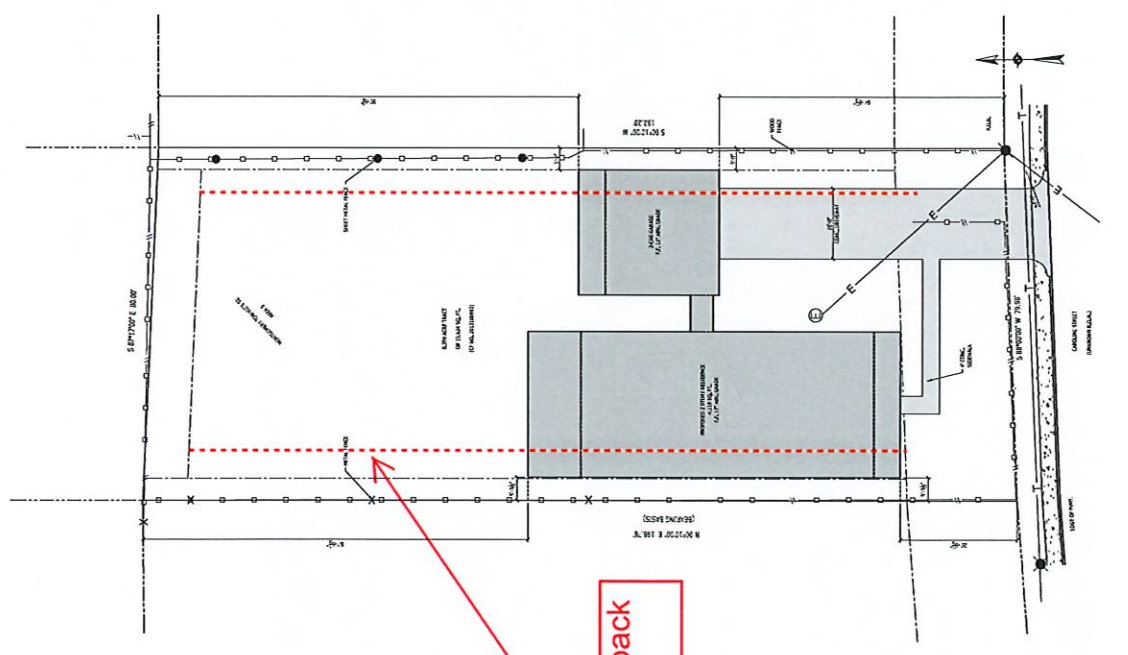
**FOOTAGE SYNOPSIS**

NO.	DESCRIPTION	SQ. FT.
1	BLDG 1	1,200
2	BLDG 2	1,200
3	DRIVEWAY	100
4	WALKWAY	100
5	LANDSCAPE	500
6	POOL	100
7	SCREENED ENCLOSURE	100
8	TOTAL	2,400

**GENERAL NOTES**

1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF MONTGOMERY SUBDIVISION ORDINANCE 3.00.020.
2. ALL SETBACKS SHALL BE MEASURED TO THE CENTERLINE OF THE STREET.
3. ALL UTILITIES SHALL BE SHOWN ON THIS PLAN. REFER TO UTILITY RECORDS FOR DEPTHS AND LOCATIONS.
4. EXISTING UTILITIES SHALL BE PRESERVED UNLESS INDICATED OTHERWISE.
5. THE PROPOSED DRIVEWAY SHALL BE 10' WIDE AND SHALL BE SETBACK 10' FROM THE CURBLINE.
6. THE PROPOSED POOL SHALL BE 12' X 24' AND SHALL BE SETBACK 10' FROM ALL SIDES.
7. ALL LANDSCAPING SHALL BE INSTALLED BY THE CONTRACTOR.
8. THE PROPOSED WALKWAY SHALL BE 4' WIDE AND SHALL BE SETBACK 5' FROM THE CURBLINE.
9. THE PROPOSED SCREENED ENCLOSURE SHALL BE 12' X 12' AND SHALL BE SETBACK 10' FROM ALL SIDES.
10. THE PROPOSED DRIVEWAY SHALL BE 10' WIDE AND SHALL BE SETBACK 10' FROM THE CURBLINE.

**10' side yard setback as required**



Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> January 10, 2023	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> Dave McCorquodale

**Subject**

Consideration and possible action on a building line encroachment for Montgomery Summit Business Park Reserve B.

**Recommendation**

Motion to approve the encroachment request as presented.

**Discussion**

The applicant’s letter detailing the request is attached. The request is to permit a 6-inch encroachment of the existing building foundations into the side and rear yard setbacks. The 6-inch encroachment was a result of existing property pins being incorrectly located (around 2015). The error was discovered during a recent post-construction survey when the new surveyor found the discrepancy.

The city engineer’s memo is attached and they offer no objections to the request.

The Planning & Zoning Commission recommended unanimously (4-0) to allow the encroachment request at their January 3, 2023 meeting.

<b>Approved By</b>		
		Date:
Interim City Administrator	Dave McCorquodale	Date: 01/04/2023



December 29, 2022

The Planning and Zoning Commission  
City of Montgomery  
101 Old Plantersville Road  
Montgomery, Texas 77316

Re: Building Line Encroachment/Variance Request  
Montgomery Summit Business Park  
City of Montgomery

Dear Commission:

Montgomery Summit Business Park (“the Developer”) is proceeding with construction of additional buildings on Reserve B. As stated in the enclosed letter, the Developer found a discrepancy in the survey which led to the buildings being located within the building line setback on the west and north sides of the property by approximately 6 inches.


The developer request approval to leave the buildings in the location they are encroaching the existing building lines and request a variance to allow the plat to be amended to reduce the building lines accordingly.

We offer no objection to this request.

Approval of the requested variance does not constitute plat approval and only allows the Developer to further refine the proposed plat, which will require the full review and approval of the City

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

Sincerely,

  
Chris Roznovsky, PE  
Engineer for the City

KMV/zlgt

Z:\00574 (City of Montgomery)\\_900 General Consultation\Correspondence\Letters\2022.12.27 MEMO to P&Z RE Montgomery Business Park Variance Request.docx

Enclosures: Variance Request

Cc (via email): Mr. Dave McCorquodale– City of Montgomery, Interim City Administrator & Director of Planning and Development  
Ms. Nicola Browe – City of Montgomery, City Secretary  
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney



# L SQUARED ENGINEERING

MUNICIPAL COMMERCIAL RESIDENTIAL

3307 W Davis St., Suite 100  
 Conroe, TX 77304  
 P: 936-647-0420 F: 936-647-2366  
 www.L2Engineering.com

November 21, 2022

City of Montgomery  
 C/o Dave McCorquodale  
 101 Old Plantersville Road  
 Montgomery, TX 77316

RE: Variance request for Montgomery Summit Business Park regarding requirements for lot setback

The subject tract is a 2.262-acre property along Summit Park Drive and FM 1097 being Reserve B within Montgomery Summit Business Park Subdivision, Montgomery County, Texas. According to Section 98 of the City of Montgomery Code of Ordinances, commercial lots are required to have a 25' setback when adjoin R-1 district boundaries. The original development plans were provided to the City and approved in 2015, which included the 25' building line (BL) and vegetative buffer (VB). A 10' BL was included on the final recorded plat on the sides of this reserve.

Upon construction of the most recent four office buildings, a post construction survey was produced and the foundations were poured slightly inside the 25' BL/VB and 10' BL. Upon investigation, it was determined there was an error in placing the property pins at some point in time. The original surveying company is no longer in business, so a new surveyor was used to pin the building locations. Once the new surveying company was asked to produce a post construction survey, there was a slight discrepancy between the original survey and his. Ultimately it was revealed there were multiple property pin locations that led to the misplacement of the building. The new surveyor ultimately had to go back to the parent tract to determine the correct location for the pins and has since fixed the discrepancy.

The request is for the City to acknowledge and accept the 0.5' encroachment into the 25' BL/VB and 10' BL. We would request that we be allowed to record an amendment BL/VB at the Montgomery County Clerk's Office if the City accepts the requested variance.

It is for the above-mentioned reasons that we feel the variance request should be considered and approved.

Thank you,

Jonathan White, PE  
 936-647-0420  
 Jwhite@L2engineering.com

Attachments: Variance Request Application, Encroachment Exhibit, Recorded Plat



V:\1 COMPLETED PROJECTS\10193 - MSBP OFFICES, RESERVE B\DESIGN SET\EXHIBITS\ENCROACHMENT EXHIBIT.DWG Nov. 4, 2022--3:30 PM HUNTER M.



MSBP - SECTION 1 - RESERVE B OFFICES  
ENCROACHMENT EXHIBIT

11/4/2022

DRAWING INFORMATION			
PROJECT	10193	TDR	**
DRAWN	RHM	CHECKED	JW
SCALE	SHEET		
1" = 30' (24x36)			
1" = 60' (11x17)			

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF:  
E. LEI LOU, PE #19340  
OR  
JONATHAN WHEAT, PE #17058  
FOR REVIEW PURPOSES ONLY  
NOT FOR CONSTRUCTION



# Variance Request Application

City of Montgomery  
101 Old Plantersville Road  
Montgomery, Texas 77316  
(936) 597-6434

Upon completion return application to [dmccorquodale@ci.montgomery.tx.us](mailto:dmccorquodale@ci.montgomery.tx.us)

**Contact Information**

Property Developer(s): Summit Universal LP

Address: 15349 Summit Park Dr. St. 101, Montgomery, TX Zip Code: 77356

Email Address: michael@summituniversal.com Phone: 936-701-1977

Applicants: L Squared Engineering

Address: 3307 W Davis Street, Suite 100 Conroe, TX 77304

Email Address: jwhite@l2engineering.com Phone: 936-647-0420

**Parcel Information**

Property Identification Number (MCAD R#): R508869

Legal Description: 89.129 acres in the Owen Shannon Survey A-36

Street Address or Location: 15349 Summit Park Drive Montgomery Texas 77356

Acreage: 2.262 Present Zoning: Commercial Present Land Use: Commercial

**Variance Request**

Applicant is requesting a variance from the following:

City of Montgomery Ordinance No.: 98-181 (a)(3) - 2022 Section(s): 98-181

Ordinance wording as stated in Section ( 98-181 ):

(3)

Rear yard. A rear vard of 25 feet is required on all lots abutting an R-1 district or abutting any lot located in the District B that is being used for an R district purpose. No storage or similar use shall be allowed in any required rear yard adjoining or abutting an R district.

Detail the variance request by comparing what the ordinance states to what the applicant is requesting:

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**Signatures**

Owner(s) of record for the above described parcel:

Signature: Bridgewell Industrial Portfolio, LLC - Summit Series Date: 11/21/22

Signature: By: Brad Egan, Manager Date: \_\_\_\_\_

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

*Note: Signatures are required for all owners of record for the property proposed for variance. Attach additional signatures on a separate sheet of paper.*

**\*Additional Information\***

The following information must also be submitted:

Cover letter on company letterhead stating what is being asked.

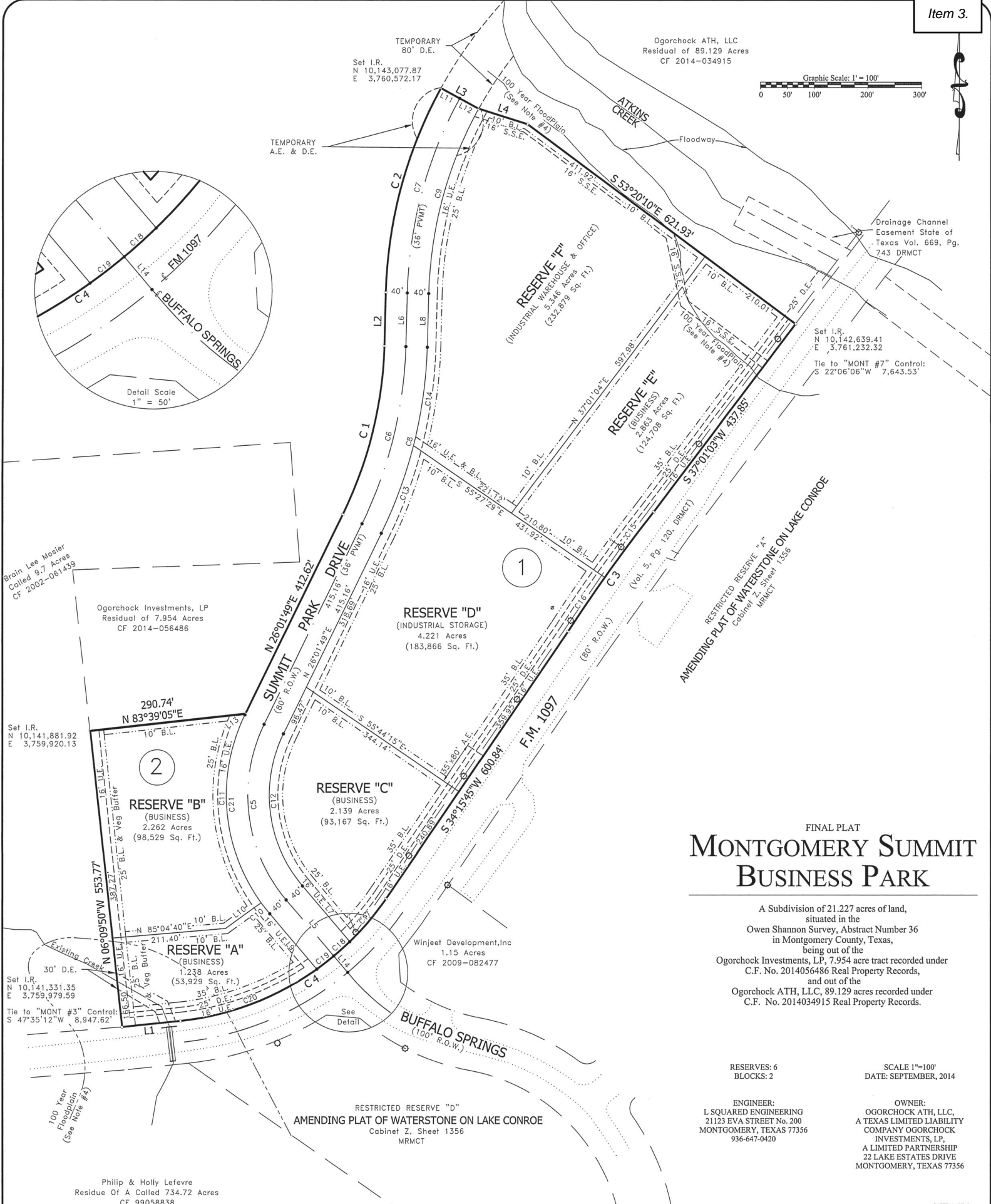
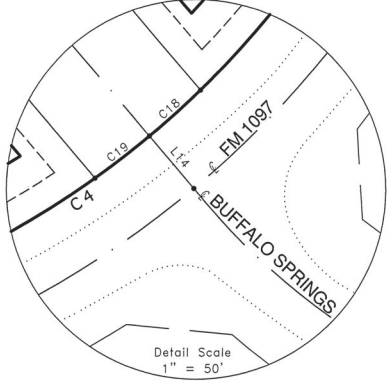
A site plan.

All applicable fees and payments.

The application form must be signed by the owner/applicant. If the applicant is not the owner, written authorization from the owner authorizing the applicant to submit the variance request shall be submitted.

**Date Received**

*Office Use*



# FINAL PLAT MONTGOMERY SUMMIT BUSINESS PARK

A Subdivision of 21.227 acres of land,  
situated in the  
Owen Shannon Survey, Abstract Number 36  
in Montgomery County, Texas,  
being out of the  
Ogorchock Investments, LP, 7.954 acre tract recorded under  
C.F. No. 2014056486 Real Property Records,  
and out of the  
Ogorchock ATH, LLC, 89.129 acres recorded under  
C.F. No. 2014034915 Real Property Records.

RESERVES: 6  
BLOCKS: 2  
SCALE 1"=100'  
DATE: SEPTEMBER, 2014

ENGINEER:  
L SQUARED ENGINEERING  
21123 EVA STREET No. 200  
MONTGOMERY, TEXAS 77356  
936-647-0420

OWNER:  
OGORCHOCK ATH, LLC,  
A TEXAS LIMITED LIABILITY  
COMPANY OGORCHOCK  
INVESTMENTS, LP,  
A LIMITED PARTNERSHIP  
22 LAKE ESTATES DRIVE  
MONTGOMERY, TEXAS 77356

Cabinet Z  
Sheet No. 3062  
File No. 2014-095246

STATE OF TEXAS  
COUNTY OF MONTGOMERY

That Ogorchock Investments, L.P, a Texas Limited Partnership, and Ogorchock ATH, LLC, a Texas Limited Liability Company (collectively, Owner) herein acting individually or through the undersigned duly authorized agents, does hereby adopt this plat designating the herein described real property as the MONTGOMERY SUMMIT BUSINESS PARK Subdivision, and does hereby make subdivision of said property according to the lines, streets, alleys, parks, and easements therein shown, and dedicate to public use forever all areas shown on this plat as streets, alleys, parks, and easements, except those specifically indicated as private; and does hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades and does hereby bind Owner, and Owner's successors and assigns to warrant and forever defend the title to the land so dedicated.

Owner hereby certifies that Owner has or will comply with all applicable regulations of the City of Montgomery, Texas, and that a rough proportionality exists between the dedications, improvements, and exactions required under such regulations and projected impact of the subdivision.

WITNESS my hand in Montgomery, Montgomery County, Texas,  
this 19<sup>th</sup> day of SEPTEMBER, 2014.

*John M. Ogorchock*  
John M. Ogorchock, Member  
Ogorchock Investments, LP

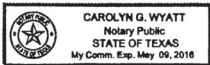
WITNESS my hand in Montgomery, Montgomery County, Texas,  
this 19<sup>th</sup> day of SEPTEMBER, 2014.

*John M. Ogorchock*  
John M. Ogorchock, Member  
Ogorchock ATH, LLC

STATE OF TEXAS COUNTY OF MONTGOMERY  
Before me, the undersigned authority, on this day personally appeared John M. Ogorchock, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,  
this 19<sup>th</sup> day of SEPTEMBER, 2014

*Carolyn G. Wyatt*  
Notary Public in and for Montgomery County, Texas  
My Commission Expires 5-09-2016



I, THE UNDERSIGNED, Engineer for the City of Montgomery, hereby certify that this subdivision plat conforms to all requirements of the subdivision regulations of the City as to which his approval is required.

*William J. Kotlan*  
William J. Kotlan, P.E.  
City Engineer

I, THE UNDERSIGNED, City Administrator for the City of Montgomery, hereby certify that this subdivision plat conforms to all requirements of the subdivision regulations of the City as to which his approval is required.

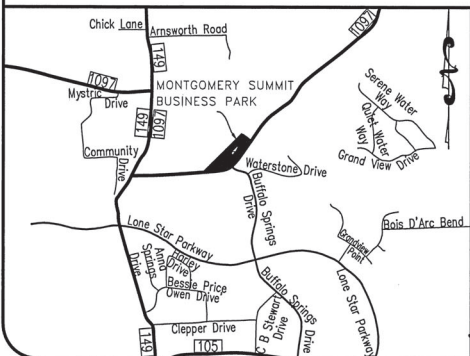
*William J. Kotlan*  
William J. Kotlan, P.E.  
City Administrator

This plat and subdivision has been submitted to and considered by the City Planning and Zoning Commission and the City Council of the City of Montgomery, Texas, and is hereby approved by such Commission and Council.

Dated this 20<sup>th</sup> Day of Sept, 2014.

ATTEST:  
By: *Carol Landry*  
Mayor  
*Carol Landry*  
City Secretary

VICINITY MAP  
N.T.S.



I, Mark Turnbull, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office

on September 29, 2014, at 3:40 o'clock, P. M.,

and duly recorded

on September 29, 2014, at 3:37 o'clock, P. M.,

in Cabinet Z, Sheet 3061-3062 of record of said Montgomery County.

WITNESS MY HAND AND SEAL OF OFFICE, at Conroe, Montgomery County, Texas, the day and date last above written.



*Mark Turnbull*  
Mark Turnbull, Clerk, County Court  
Montgomery County, Texas

By *Francine Nichols* Deputy

Cabinet Z  
Sheet 3061  
File 16-2014-095246

CURVE TABLE with columns: CURVE, DELTA ANGLE, RADIUS, ARC, TANGENT, CHORD, CHORD BEARING. Contains 21 rows of curve data.

LINE TABLE with columns: LINE, BEARING, DISTANCE. Contains 14 rows of line data.

- NOTES: 1. Plat Scale 1" = 100' 2. The bearings for this survey are based on City of Montgomery control monuments: NAD83 Texas State Plane, Central Zone MONT 3, Northing: 10,136,017.2481327 Easting: 3,753,640.54927586 MONT 7, Northing: 10,136,278.4291219 Easting: 3,758356.4600 3. All distances are ground. 4. Property lies in Zone "X" and Zone "AE" as shown on FEMA FIRM 48339C0200G, with an effective date of August 18, 2014. 5. Property subject to the following easements of record as shown on Planning Letter by Old Republic Title, dated 08/14/2014. Easements recorded in Volume 741, Page 445 and in Volume 669, Page 743 of the Deed Records of Montgomery County, Texas; those recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No(s). 8805799, 2014-034912, 2014-034915, and 2014-056486; and those as may be set out on proposed plat of Summit Business Park. 6. Rear of building to be no closer than 85' from front property line to drainage way.

SURVEYOR'S ACKNOWLEDGEMENT  
That I, Michael Glezman, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereof were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Montgomery, Texas.

*Michael Glezman*  
Michael Glezman, R.P.L.S.  
Texas Registration No. 4627



FINAL PLAT  
MONTGOMERY SUMMIT  
BUSINESS PARK

A Subdivision of 21.227 acres of land, situated in the Owen Shannon Survey, Abstract Number 36 in Montgomery County, Texas, being out of the Ogorchock Investments, LP, 7.954 acre tract recorded under C.F. No. 2014056486 Real Property Records, and out of the Ogorchock ATH, LLC, 89.129 acres recorded under C.F. No. 2014034915 Real Property Records.

RESERVES: 6  
BLOCKS: 2  
SCALE 1"=100'  
DATE: SEPTEMBER, 2014

ENGINEER:  
L SQUARED ENGINEERING  
21123 EVA STREET No. 200  
MONTGOMERY, TEXAS 77356  
936-647-0420

OWNER:  
OGORCHOCK ATH, LLC,  
A TEXAS LIMITED LIABILITY  
COMPANY OGORCHOCK  
INVESTMENTS, LP,  
A LIMITED PARTNERSHIP  
22 LAKE ESTATES DRIVE  
MONTGOMERY, TEXAS 77356

Surveying Southeast Texas since 1987  
GLEZMAN SURVEYING, INC.  
1939 Old River Road  
Montgomery, Texas  
Office (936) 582-8340 www.glezmansurveying.com



Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> January 10, 2023	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> Dave McCorquodale

**Subject**

Consideration and possible action on a request to demolish the existing structures at 704 Caroline Street in the Historic Preservation District.

**Recommendation**

Motion to approve the demolition of the existing structures at 704 Caroline Street.

**Discussion**

The new owners of the property are requesting to demolish the existing 1,200 sqft home and shed to build a new home and garage on the property. A street view image of the property is attached for reference. MCAD lists the year built for the house as 1900 and the wood deck as 1930, though the accuracy of this is unknown, as there is also information on MCAD’s website showing the house was built in 1960.

The Planning & Zoning Commission recommended unanimously (4-0) to approve the demolition request at their January 3, 2023 meeting.

<b>Approved By</b>		
		Date:
Interim City Administrator	Dave McCorquodale	Date: 01/04/2023



Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> December 13, 2022	<b>Budgeted Amount:</b> n/a
<b>Department:</b> Administration	<b>Prepared By:</b> Nici Browe

**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**

Waste Management has submitted a rate increase as follows:

	<b>Current Fees</b>	<b>New Fees</b>
<b>Residential Cart</b>	\$20.64	\$22.21 *
Additional cart	\$8.00	\$8.61 *
Lost or stolen replacement		\$80.73
 <b>Commercial:</b>	 \$25.64	 \$27.60 *
Additional cart	\$8.00	\$8.61 *
Lost or stolen replacement		\$80.73

Staff Recommends the following garbage collection fee changes of 2.5% increase to cover administrative costs. This is reflected in the Fees below.

	<b>Current Fees</b>	<b>New Fees (+2.5%)</b>
<b>Residential Cart</b>	\$22.21 *	\$22.76
Additional cart	\$8.61 *	\$8.82
 <b>Commercial Cart</b>	 \$27.60 *	 \$28.29
Additional cart	\$8.61 *	\$8.82

<b>Approved By</b>		
City Secretary	Nici Browe, TRMC	Date: 01-05-2023
Interim City Administrator	Dave McCorquodale	Date: 01-05-2023

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**, 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;

**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): \$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

**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 facie 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

**City of Montgomery**

Effective 7-1-2022

**SCHEDULE A**

Base Rates

**Residential Single Family Collection Rates**

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

**Commercial Hand Load Collection Rates**

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

**City of Montgomery ROLL OFF Rates City Use ONLY**

**Roll Off Solid Waste Haul Rates**

Size	Delivery	Per Haul
20 yard	\$ 115.80	\$384.06
30 yard	\$ 115.80	\$448.05
40 yard	\$ 115.80	\$577.33



Waste Management  
2749 N Loop 336 East  
Conroe, TX 77301

May 31, 2022

Richard Tramm  
City Administrator  
City of Montgomery  
P.O. Box 708  
Montgomery, TX 77356

Ref: Contract- Price Adjustment- "2022 Annual Review and Adjustment"

Dear Mr. Tramm;

Waste Management has completed its annual review. Contained within is the rate adjustment data outlined under ARTICLE 9- MODIFICATION TO RATES. This information specifies the scheduled for the Annual Adjustment Date for Consumer Price Index adjustment and Fuel Adjustment is for August 1, 2022.

Presented herein are the Department of Labors US City Average All Urban area consumer price index numbers, along with an adjustment for Department of Energy-Gulf Coast Diesel Hwy fuel cost increases over the last year. I trust that the 2022 Price Matrix and rate calculation provided herein for your review simplifies the adjustments in fees which would be effective August 1, 2022.

**CPI-U** April 2021: 518.579 to April 2022: 542.564 = Increase 4.625%  
**Fuel** Trigger \$4.00- April 2022 Fuel was 4.916 per gal = 3%

Request a total "Adjustment Amount of =7.625 %  
Resulting in a per cart rate of \$ 22.21

Attached are copies of the terms of the agreement and of the WEB Sites for your review and Price Matrix. Please feel free to contact me with any questions or comments to the request at [twoodson@wm.com](mailto:twoodson@wm.com) or 713-202-1334.

Sincerely,

*Terry R Woodson*

Terry R Woodson  
Public Sector Solutions Manager  
Waste Management of Texas, Inc.

*Tiana Smith*

Tiana Smith  
Public Sector Solutions Manager  
Waste Management of Texas, Inc.

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;

2010	2.813	2.833	2.790	2.897	3.019	3.022	3.000	2.993	3.040	3.136	3.008	2.907
2019	2.797	2.803	2.874	2.901	2.908	2.834	2.802	2.761	2.786	2.804	2.790	2.774
2020	2.802	2.674	2.502	2.274	2.174	2.182	2.196	2.179	2.167	2.145	2.181	2.339
2021	2.443	2.604	2.940	2.925	2.995	3.040	3.080	3.070	3.116	3.361	3.471	3.361
2022	3.463	3.804	4.937	4.885								

-- No Data Reported, -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

Release Date: 5/16/2022  
 Next Release Date: 5/23/2022

Referring Pages:  
 • Gulf Coast (PADD 3) Gasoline and Diesel Retail Prices

2023 Waste Management Price Adjustment

<b>WM Fees Charged to the City</b>			
<b>Current Fees</b>		<b>New Fees</b>	
Residential Cart	\$20.64	Residential Cart	\$22.21
Additional Cart	\$8.00	Additional Cart	\$8.61
Commercial Cart	\$25.64	Commercial Cart	\$27.60
Additional Cart	\$8.00	Additional Cart	\$8.61

Staff has recommended a 2.5% increase **above the new fee** charged to the City, to cover all Administrative Cost for the delivery of service to the residents.

<b>City Fees Charged to Residents</b>			
<b>Current Fees</b>		<b>New Fees</b>	
Residential Cart	\$21.16	Residential Cart	\$22.76
Additional Cart	\$8.00	Additional Cart	\$8.82
Commercial Cart	\$26.28	Commercial Cart	\$28.29
Additional Cart	\$8.00	Additional Cart	\$8.82

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date: January 10, 2023</b>	<b>Budgeted Amount: \$127,600</b>
<b>Department: Public Works</b>	<b>Prepared By: Mike Muckleroy</b>

**Subject**

Consideration and possible action regarding the solicitation of mowing contracts.

**Recommendation**

Authorize the solicitation of mowing services contracts by advertising two separate Requests for Proposals. The 2023 Grounds Maintenance RFP and the 2023 Right of Way Mowing and Lift Station Weed Control RFP.

**Discussion**

The mowing contracts are set to expire in March of this year. We have been extremely satisfied with the current contractor but must complete this process every three years regardless. A couple of minor changes to the RFP's were made including adding two streets as well as adding two facilities. The other change is taking the maximum number of grounds maintenance visits from 18 to 20.

**Approved By**

Public Works Director	Mike Muckleroy	Date: 12/30/2022
Interim City Administrator	Dave McCorquodale	Date: 12/30/2022



## **City of Montgomery**

---

**Request for Proposals**

**Grounds Maintenance**

**January 2023**

**CITY OF MONTGOMERY**  
**REQUEST FOR PROPOSALS**  
**BID – GROUNDS MAINTENANCE**

**PROJECT DESCRIPTION**

Contractor to furnish all labor, equipment, and materials needed for the completion of the work described below. Please complete the Price Schedule for each section. Additional maintenance/mowing visits will be paid on the per visit price as defined in the Price Schedule. Added maintenance/mowing areas shall be based upon a negotiated price agreed to by the City and the selected contractor. Invoices are to be submitted at the first of each month for payment on the previous month's service. This contract is not considered a salary and payments will only be made for work performed.

**1.) GROUNDS MAINTENANCE**

**AREAS TO BE MAINTAINED:**

Includes eight (8) sites detailed in Schedule 1.

**DESCRIPTION OF WORK TO BE PERFORMED:**

- Mow
- Edge all borders – concrete, beds, along fence lines, around trees and other obstacles
- Weed beds, playground equipment areas, and volleyball courts by hand as needed regularly
- Sweep/power blow to clean up landscape-related grass
- Chemical weed control of sidewalks and parking areas
- Trim all shrubs and ground cover as needed
- Maintain a well-defined (trenched) bed line
- Remove all trash from landscaped areas

**FERTILIZER PROGRAM:** (Coordinated with mowing schedule)

- Fertilize applications two times per year, one in spring and one in fall.
- Prior approval by Public Works is required before commencing applications.
- Monitor and spot treatment for insects and disease control during fertilizer applications.
- Weed control can be used for hardscapes and shrub beds.



**SCHEDULE:**

- Bi-weekly or monthly from October to March and weekly from April to September, as proposed by contractor (not to exceed 36 times per year).

**CITY OF MONTGOMERY**  
**REQUEST FOR PROPOSALS**  
**BID – GROUNDS MAINTENANCE**  
PRICE SCHEDULE

**1.) GROUNDS MAINTENANCE:****WEEKLY FACILITIES:**

Location	Price per occurrence
1. City Hall	
2. Cedar Brake Park	
3. Homecoming Park	
4. Community Building	
5. Fernland Park	
6. Memory Park (mowing and trimming only)	
7. Jenny Adams Lot/Nat Hart Davis Museum	
8. 213 Prairie St.	
Fertilizer application cost for all 9 weekly facilities (Twice per year maximum)	

**Sealed bids are due by January 25, 2023 @ 2:00 PM to:**

**By mail or hand delivered:**

Nici Browe, City Secretary  
City of Montgomery  
101 Old Plantersville Road  
Montgomery, TX 77316

**Bid opening on January 25, 2023 @ 2:00 PM at:**

Montgomery City Hall  
101 Old Plantersville Road  
Montgomery, TX 77316

\_\_\_\_\_ Initial to indicate acceptance and understanding of the Project Description details.



## **City of Montgomery**

---

**Request for Proposals**

**Right of Way Mowing**

**&**

**Lift Station Weed Control**

**January 2023**

**CITY OF MONTGOMERY**  
**REQUEST FOR PROPOSALS**  
**BID – RIGHT OF WAY MOWING & LIFT STATION WEED CONTROL**

**PROJECT DESCRIPTION**

Contractor to furnish all labor, equipment, and materials needed for the completion of the work described below. Please complete the Price Schedule for each section. Additional maintenance/mowing visits will be paid at the per visit price as defined in the Price Schedule. Added maintenance/mowing areas shall be based upon a negotiated price agreed to by the City and the selected contractor. Invoices are to be submitted at the first of each month for payment on the previous month's service. This contract is not considered a salary and payments will only be made for work performed.

**1.) RIGHT OF WAY ("ROW") MOWING MAINTENANCE**

**AREAS TO BE MAINTAINED:**

- The detailed ROW Facilities and street names are included in Price Schedules 1 and 2.

**DESCRIPTION OF WORK TO BE PERFORMED:**

- Mowing of approximately 93,195 linear feet of ROW (includes Hwy 105, FM 1097, and FM 149 inside the City Limits) and ROW Facilities owned by the City.
- Monofilament trimming of all borders – concrete, along fence lines, around trees in ditches, and any other obstacles.
- Sweep/power blow to clean up landscaped grass. Clippings shall not be blown into any street or roadway as this can cause a hazard to bicycles and motorcycles.
- Remove all trash from ROW areas.

**SCHEDULE:**

- Monthly from October to March and bi-weekly from April to September, as proposed by contractor (not to exceed 20 times per year).

**2.) LIFT STATION WEED CONTROL**

AREAS TO BE MAINTAINED:

- Includes eleven (11) sites detailed in Schedule 3.

DESCRIPTION OF WORK TO BE PERFORMED:

- Chemical weed control of all areas within listed lift stations owned by the City.

SCHEDULE:

- Monthly as needed.

**CITY OF MONTGOMERY  
REQUEST FOR PROPOSALS  
BID – RIGHT OF WAY MOWING & LIFT STATION WEED CONTROL**

PRICE SCHEDULE

**1.) ROW FACILITIES:**

Location	Price per occurrence
1. Water Plant No. 2 – 905 Stewart St.	
2. Water Plant No. 3 – 109 Business Park Dr.	
3. Town Creek WWTP - 307 Liberty St.	
4. Stewart Creek WWTP – 265 South Buffalo Springs Dr.	
5. 777 Clepper St. – East of MISD Administration	

**CITY OF MONTGOMERY**  
**REQUEST FOR PROPOSALS**  
**BID – RIGHT OF WAY MOWING & LIFT STATION WEED CONTROL**

This section has been prepared to answer any questions relative to the approximate ROW widths that may be mowed in the City. This section should not be the basis for an exact calculation, but as an estimate of anticipated mowing areas. Circumstances on each street are different and numbers below may not be exact. For example, some property owners may have landscaped improvements or maintain the area(s) themselves, or sidewalks may be present, etc. This information can, however, help in estimating some areas.

**2.) STREET NAMES:**

Street Name	Right of Way width in feet	Pavement width in feet	Roadway length in linear feet
Prairie	40	18	960
Sheppard	30	18	460
Maiden	30	18	700
Westway	30	18	750
McCown	30	18	820
Eugenia	30	18	430
John A. Butler	30	28	350
College (to include easement behind Burger Fresh)	30	18	2,900
Caroline	30	18	2,760
Lawson	30	18	600
Mason	30	18	200
Simonton	30	18	620
Clepper	60 & 80	24	3,070
Community Center Dr.	60	18	2,460
Pond	30	18	1,560
Dr. MLK	60	20	2,840
Cemetery	30	20	220
Baja	30	17	950
Church	30	17	180
McGinnis	30	18	410
Louisa	40	20	1,200

Street Name	Right of Way width in feet	Pavement width in feet	Roadway length in linear feet
Houston	30	18	930
Flagship	80	29	2,000
Rankin	30	15	300
Old Plantersville	40 – 50	20	6,180
Stewart	30	20	490
Wade	30	16	300
Womack Cemetery	50	18	775
Worsham	40	18	1,140
CB Stewart	80	24	2,020
Berkley (from 149 to entrance of Buffalo Springs neighborhood)	70	24	380
Buffalo Springs (including driveway to WWTP)	80	28	7,820
Summit Business Park	90	36	1,750
Emma's Way	75	35	1,200
Lone Star Bend	70	27	2,570
Plez Morgan	110	28	2,460
Business Park (By Water Plant 3)	60	24	355
Gardner	80	34	935
Ditch to the east of 281 Berkley	70	24	50
FM 1097 (From FM 149 to city limits)	60	30	5,800
Hwy 105 (Eva St.) (From CB Stewart to Stewart Creek Road)	225	85	5,500
Hwy 105 (Eva St.) (From CB Stewart to Lone Star Parkway on west end)	110	64	12,650
FM 149 (in city limits)	60	26	10,600
FM 2854 (From Hwy 105 to city limits)	150	35	1,200
McWashington Dr.	63	23	1,050
Geisinger Dr.	60	33	300

<b>Total Linear Feet</b>	<b>93,195</b>
<b>Price for ROW mowing per occurrence</b>	

**CITY OF MONTGOMERY**  
**REQUEST FOR PROPOSALS**  
**BID – RIGHT OF WAY MOWING & LIFT STATION WEED CONTROL**

**3.) LIFT STATION WEED CONTROL:**

Lift Station	Address
#3	13790 Liberty St.
#4	651 Old Plantersville Rd.
#5	22150 Eva St.
#6	22678 Eva St.
#7	2510 Lone Star Pkwy.
#8	1600 Lone Star Pkwy.
#9	1355 Buffalo Springs Dr.
#10	1191 Buffalo Springs Dr.
#12	300 CB Stewart Dr.
#13	22400 FM 1097
#14	115 Peninsula Pt.

<b>Total price per occurrence as needed</b>	
---	--



**Sealed bids are due by January 25, 2023 @ 2:00 PM to:**

**By Mail or hand delivered:**

Nici Browe, City Secretary  
City of Montgomery  
101 Old Plantersville Rd.  
Montgomery, TX 77316

**Bid opening on January 25, 2023 @ 2:00 PM at:**

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101 Old Plantersville Road  
Montgomery, TX 77316

\_\_\_\_\_ Initial to indicate acceptance and understanding of the Project Description details.

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date: January 10, 2023</b>	<b>Budgeted Amount: \$16,000</b>
<b>Department: Administration</b>	<b>Prepared By: Nici Browe</b>

**Subject**

Consideration and possible action on: AN ORDINANCE OF THE CITY OF MONTGOMERY, TEXAS, PROVIDING FOR THE HOLDING OF A GENERAL ELECTION TO BE HELD ON MAY 6, 2023, FOR THE PURPOSE OF ELECTING THREE (3) CITY COUNCIL MEMBERS, PLACES 1, 3 AND 5; APPROVING ELECTION SERVICE AGREEMENTS WITH MONTGOMERY COUNTY, TEXAS: AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION.

**Recommendation**

Adoption of the Ordinance calling the May 6, 2023, City General Election.

**Discussion**

The City Council Places that will be up for Election are currently held by:

- City Council Place # 1 – Carol Langley
- City Council Place # 3 – T.J. Wilkerson
- City Council Place #5 – Patricia Easley

**Approved By**

City Secretary	Nici Browe	Date: January 5, 2023
Interim City Administrator	Dave McCorquodale	Date: January 5, 2023

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MONTGOMERY, TEXAS, PROVIDING FOR THE HOLDING OF A GENERAL ELECTION TO BE HELD ON MAY 6, 2023, FOR THE PURPOSE OF ELECTING THREE (3) CITY COUNCIL MEMBERS, PLACES 1, 3 AND 5; APPROVING ELECTION SERVICE AGREEMENTS WITH MONTGOMERY COUNTY, TEXAS; AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION.**

**WHEREAS**, the City Council for the City of Montgomery desires to call an election for May 6, 2023 in accordance with the election laws of the State of Texas; and

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

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

**Section 1.** In accordance with the Texas Constitution and general laws of the State of Texas, a General City Election is hereby called and ordered for the first Saturday in May, 2023, that being May 6, 2023, at which Election all qualified voters of the City may vote for the purpose of electing three (3) City Council Members, Places 1, 3 and 5, for full terms.

**Section 2.** The City Council hereby approves the *Joint Elections Agreement* and *Election Services Agreement* with Montgomery County, Texas, which authorizes the County Election Officer to conduct the General City Election on May 6, 2023 and early voting.

**Section 3.** No person’s name shall be placed upon the official ballot as a candidate for any of the above mentioned positions unless such person has filed his or her sworn application, as provided by Section 141.031, Section 143.004, and Section 143.007 of the Texas Election Code, with the City Secretary at the City Hall, located at 101 Old Plantersville Road, Montgomery, Texas, 77316, adjusted for weekends and holidays no earlier than January 18, 2023 or later than five o’clock (5:00) p.m. on February 17, 2023. The City Secretary shall note on the face of each such application, the date and time of its filing. A declaration of write-in candidacy must be filed with the City Secretary, as provided by Section 146.054 of the Texas Election Code. The last day for a write-in candidate to declare candidacy with the City Secretary is Tuesday, February 21, 2023 by five o’clock (5:00) p.m. In addition, the last day for a candidate to withdraw must be received by the City Secretary by February 24, 2023 by five o’clock (5:00) p.m., unless the candidate

submits the withdrawal before the ballots are prepared and if the public notice of the logic and accuracy test has not been published.

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

**For persons located in Voting Precinct 9:**

Polling Place: Dobbin-Dacus Community Center

Address: 695 South FM 1486, Montgomery, TX 77316

**For persons located in Voting Precinct 19:**

Polling Place: Montgomery City Hall

Address: 101 Old Plantersville Road, Montgomery, TX 77316

**For persons located in Voting Precinct 38:**

Polling Place: Montgomery County West Annex

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

**For persons located in Voting Precinct 39:**

Polling Place: Lake Creek High School

Address: 20639 FM 2854, Montgomery, TX 77316

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

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

**Section 5.** In accordance with the Texas Election Code and the *Election Services Agreement*, the Contracting Officer shall serve as the regular early voting clerk to receive ballot

applications by mail. All ballots by mail applications received by the City Secretary must be hand delivered or faxed to the Contracting Officer as provided in the *Election Services Agreement* on the day of receipt and the original application mailed or delivered to the Contracting Officer. Further those persons voting early can vote in any of the designated early voting locations and at the times set out in Exhibit “A” as made a part hereof for all purposes. The early voting locations will be open from Monday, April 24, 2023 through Saturday, April 29, 2022, 8:00 a.m. to 5:00 p.m., and Monday, May 1, 2022 and Tuesday, May 2, 2022, 7:00 a.m. to 7:00 p.m. Ballots voted by mail shall be sent to:

**Suzie Harvey**  
**Elections Administrator**  
**P.O. Box 2646**  
**Conroe, Texas 77305-2646**

**\*Email: [election.ballot@mctx.org](mailto:election.ballot@mctx.org)**

**\*Fax: (936) 788-8340**

**\*If an application for Ballot By Mail is submitted by email or fax or if a Federal Post Card Application is submitted by fax, to be effective, the application must also be submitted by mail and received not later than the fourth business day after it is received by email or fax.**

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

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

**Section 8:** The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary, as provided by Section 52.094 of the Texas

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

**Section 9.** The candidates for three (3) City Council Members, Places 1, 3 and 5, receiving the highest number of votes in each of the positions to be filled shall be declared elected to such positions.

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

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

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

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

PASSED AND APPROVED THIS \_\_\_ DAY OF JANUARY, 2023.

\_\_\_\_\_  
Mayor Byron Sanford

ATTEST:

\_\_\_\_\_  
Nici Browe, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
/s/Alan P. Petrov, City Attorney

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date: January 10, 2023</b>	<b>Budgeted Amount: \$16,000</b>
<b>Department: Administration</b>	<b>Prepared By: Nici Browe</b>

**Subject**

Adoption of the Election Services Agreement with Montgomery County Elections to conduct the May 6, 2023 City General Election.

**Recommendation**

Adoption of the Election Services Agreement with Montgomery County Elections.

**Discussion**

This Agreement covers all the services for Early Voting and Election Day, including all the voting equipment, election officials and training of the election officers.

Due to the length of Exhibit B, only the portion that addresses the City's Election has been attached. If anyone is interested in seeing the entire exhibit, I will have it in my office.

If the Election is uncontested, the City would be able to cancel the Election and there would be no cost to the City.

**Approved By**

City Secretary	Nici Browe	Date: January 5, 2023
Interim City Administrator	Dave McCorquodale	January 5, 2023

ELECTION SERVICES AGREEMENT

STATE OF TEXAS                    )  
COUNTY OF MONTGOMERY        )

**THIS CONTRACT** is made this 5th day of January, 2023, by and between the Political Subdivision of \_\_\_\_\_, hereinafter called “Political Subdivision,” and Montgomery County, Texas, by its County Election Officer, Suzie Harvey, hereinafter called “Contracting Officer,” pursuant to Texas Election Code Section 31.092. The parties agree to hold a May 6, 2023 Joint Election with all participating Political Subdivisions in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the Elections Administrator of Montgomery County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Montgomery County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Montgomery County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with holding its May 6, 2023 Election. Montgomery County’s certified Hart InterCivic Verity Voting System Version 2.5 voting equipment is to be used in the May 6, 2023 Joint Election, hereinafter called “Joint Election.”
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
  - (a) Determine the number of election officials and voting equipment units needed for each polling location. Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Montgomery County Commissioners’ Court and the County Election Board or recommended by Contracting Officer, as applicable. Montgomery County or Contracting Officer, as applicable, will make emergency appointments of election officials if necessary.
  - (b) Conduct necessary training of election officials or arrange for training through a third party. Notify all early voting and Election Day officials of the date, time, and place thereof.
  - (c) Arrange for the use of early voting locations per the attached Exhibit A and Election Day polling locations per the attached Exhibit B. If the need arises for emergency replacement polling location(s), make necessary alternate arrangements and notify Political Subdivision as soon as possible.
  - (d) Procure election kits and supplies and distribute to the election judges and early voting deputies. Assemble and edit lists of registered voters to be used in conducting the election



in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order, as applicable to the election, in lieu of alphabetical order by political entity.

- (e) Prepare and test all voting equipment, format ballot styles, record audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements, and arrange for transport of equipment to and from polling locations.
- (f) Serve as Early Voting Clerk for the Joint Election. Process, print, mail, email, or deliver in person, as applicable, and tabulate ballots for any eligible voter who applies for a mail ballot including all eligible Federal Post Card Application voters. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law through the Montgomery County Elections website and Public Information web access program.
- (g) Provide the publication in English and Spanish of one legal notice of the date, time, and place of the public logic and accuracy test and first test of automatic tabulating equipment in *The Conroe Courier*. Prepare test materials and conduct internal election testing and the required public logic and accuracy test and tests of tabulation equipment. Provide the publication in English and Spanish of a legal notice of joint election one time in Montgomery County newspaper(s).
- (h) Arrange for all personnel, equipment, and supplies needed for the early voting ballot board, signature verification committee if applicable, tabulation, and central counting station. Tabulate early voting and Election Day results, including mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election through the Montgomery County Elections Public Information web access program.
- (i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide the required temporary storage and permanent storage of said election records as provided by law.
- (j) Provide information services for voters and election officers.
- (k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.
- (l) Conduct a partial manual count as provided by Section 127.201 of the Texas Election Code if required for the County election or if Political Subdivision provides Contracting Officer precincts and races ordered by the Secretary of State to be manually counted. Contracting Officer shall deliver a written report of the results of any such count to the Office of the

Secretary of State in accordance with Section 127.201(e) of the Texas Election Code and, if requested, to Political Subdivision in a timely manner.

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

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

- (a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling Political Subdivision's election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute a Joint Election Agreement with all participating Political Subdivisions for the purpose of sharing election equipment, election officials, polling places, and costs. Serve as Custodian of Records for all election records in its possession as provided by law.
- (b) Political Subdivision shall be responsible for the legal sufficiency of any order calling its election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of its election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.
- (c) Adopt the County Election Precincts, consolidated County Election Precincts ordered by the Montgomery County Commissioners' Court, or precincts recommended by Contracting Officer, as applicable, for this election. Adopt all early voting dates, times, and locations on the attached Exhibit A. Adopt the election day polling locations on the attached Exhibit B at which Political Subdivision's election will be held.
- (d) If required, prepare any necessary preclearance submission on all voting changes made by Political Subdivision and timely submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended.
- (e) Prepare, post, and publish all required election notices for Political Subdivision with the exception of the joint election notice and the notice of the public test, which Contracting Officer shall publish. In addition, if polling locations for Joint Election are different than those for Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the polling location has changed and shall provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless Contracting Officer has posted notice of the change at that location for Joint Election. Educate the voters in Political Subdivision as much as possible about early voting dates, times, and locations and election day polling locations.
- (f) Timely confirm with Contracting Officer Political Subdivision's boundaries, County Election Precincts, and street details within those boundaries. If boundaries are not defined properly within Montgomery County Elections voter registration database, maps and street lists with block ranges and odd/even/both indicators must be provided to Contracting

Officer. Proof and approve all programming work done for the jurisdiction according to the Exhibit C Timetable.

- (g) Deliver to Contracting Officer, according to the attached Exhibit C Timetable, an Entity Fact Sheet, Ballot Template with Spanish translations, candidate names or measures, copies of candidate applications, and the order in which all items are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words for use on the ballot audio recording. Review ballot proofs and approve by signature within deadlines provided.
- (h) Appoint Contracting Officer as Early Voting Clerk to receive applications for ballot by mail at

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

\*If an Application for Ballot By Mail is submitted by email or fax or if a Federal Post Card Application is submitted by fax, to be effective, the original application must also be physically submitted and be received not later than the fourth business day after it is received by email or fax.

All requests for early voting ballots to be voted by mail that are received by Political Subdivision must be forwarded in person or by email or fax to Contracting Officer on the day of receipt. Original applications that are received by mail and forwarded by email or fax must also be mailed to Contracting Officer for all processing.

- (i) Appoint election officials as appointed by Montgomery County Commissioners’ Court and the County Election Board or recommended by Contracting Officer, as applicable.
- (j) If requested, assist Contracting Officer with recruiting bilingual poll workers and provide documentation of Political Subdivision’s efforts if requested by the U. S. Department of Justice.
- (k) If candidate information packet is provided to Political Subdivision by Contracting Officer, distribute to all candidates at time of candidate filing or in another appropriate manner.
- (l) Pay additional costs incurred by Contracting Officer for any ballot or election changes after deadlines, recount, election contest, newly ordered election, or a runoff election, if required, unless prohibited by law.
- (m) Immediately forward to Contracting Officer any information received from the Secretary of State regarding a manual count of precincts and races or a waiver of the manual count. Contracting Officer must receive this information on the same day received by Political Subdivision because of the short deadline for Contracting Officer to begin the process.

- (n) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports with the Secretary of State if required, unless both parties agree that Contracting Officer will submit precinct reports.
- (o) Pay a deposit, if required, of 60% of its estimated total cost, if provided, per the Exhibit D Cost Estimate within thirty days from the date of the Exhibit D Cost Estimate. Pay the balance for conducting said election within thirty days from the date of final invoice. All payments shall be made from current revenues available to Political Subdivision. If the amount owed for conducting the election is less than the deposit paid by Political Subdivision, Contracting Officer shall refund the overpayment in a prompt manner.

Checks shall be made payable to:

Montgomery County Elections Administrator  
P O Box 2646, Conroe, Texas 77305-2646.

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies, and equipment in accordance with the Exhibit D Cost Estimate, the itemized list of estimated election expenses. This cost estimate may be amended, if necessary, after filing deadlines and election cancellations. Additional elections may reduce costs for each entity, and election cancellations may increase costs for each remaining entity. It is understood that other political entities may wish to participate in the use of the County's voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses plus a 10% administrative fee may be charged to Political Subdivision.

#### 5. GENERAL CONDITIONS.

- (a) The parties agree that the timing is critical for all duties in this Agreement. Failure to adhere to any deadline in the Exhibit C Timetable without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the Timetable is critical because of Montgomery County's obligation to complete all programming and testing, process, print, and mail or email, as applicable, any military and overseas ballots by state and federal deadlines, and conduct federal, state, county, and/or other contracted elections, as applicable.
- (b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and hire necessary temporary personnel to perform contracted duties. Part-time and seasonal personnel will be compensated at the hourly rate set by Montgomery County.
- (c) Pursuant to Section 31.100(d) of the Texas Election Code, Contracting Officer may not be personally compensated for election services performed under this Agreement. In accordance with Section 31.100(e) of the Texas Election Code, only costs for contractual

duties performed outside of normal business hours by personnel regularly employed by Contracting Officer will be allocated to Political Subdivision under this Agreement.

- (d) Political Subdivision acknowledges that voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will take every possible action to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.
- (e) The county early voting sites as per the attached Exhibit A will be used for the Joint Election. Any eligible Montgomery County voter in the Joint Election may vote early by personal appearance at any one of the joint early voting locations in Exhibit A.
- (f) Montgomery County Elections Department is contracting with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot that contains all races and measures in the Joint Election for which the voter is eligible at the address and in the precinct of the voter's current registration in Montgomery County. One joint voter sign-in process consisting of a common list of Montgomery County registered voters and common signature rosters shall be used.
- (g) In accordance with Section 31.099 of the Texas Election Code, Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Montgomery County not later than the 10th day from receipt of the fully executed Agreement by Contracting Officer.
- (h) Montgomery County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, it shall make such arrangements separate from this Agreement.
- (i) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (j) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to participate in Joint Election. If Political Subdivision cancels its participation after the deadline in Exhibit C Timetable, a \$1,000 contract preparation and processing fee will be assessed to Political Subdivision in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation. A 10% administrative fee will be added to all charges for services provided under this agreement, including services related to a canceled election or canceled participation for which notification is provided to Contracting Officer after the deadline in Exhibit C Timetable.
- (k) Political Subdivision has the option of extending the applicable terms of this Agreement through its runoff election, if required. Political Subdivision shall be responsible for

locating acceptable runoff polling locations, although Contracting Officer may assist. Political Subdivision may reduce the number of early voting locations and/or election day polling locations in a runoff election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the date must be acceptable to Contracting Officer and shall be coordinated with other participating entities. Costs will be allocated to the participating entities, plus a 10% administrative fee shall be charged. Political Subdivision shall be responsible for all orders, notices, and notice of election postings and publications required for its runoff, except the publication of the notice of public logic and accuracy test which Contracting Officer will publish.

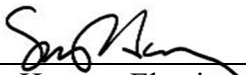
The foregoing Election Services Agreement is made in Montgomery County, Texas, and is signed on the dates below.

**[Remainder of this page intentionally left blank; signature page to follow.]**

MONTGOMERY COUNTY, TEXAS

January 5, 2023

Date Signed

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

\_\_\_\_\_  
"Political Subdivision"

\_\_\_\_\_  
Date Signed

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

**EXHIBIT A**  
**Montgomery County**  
**May 6, 2023 Joint Election**  
**Early Voting Polling Locations and Times**

April 24 – 29	Monday	–	Saturday	8:00 am	–	5:00 pm
May 1 – 2	Monday	–	Tuesday	7:00 am	–	7:00 pm

Polling Location <i>Sitio de Votación</i>	Address <i>Dirección</i>	Room <i>Sala</i>
<b>Central Library</b> (Main Early Voting Polling Place) ( <i>Sitio Principal Electoral de Votación Adelantada</i> )	104 I-45 North Conroe 77301	Large Meeting Room <i>Sala grande de juntas</i>
<b>North Montgomery County Community Center</b>	600 Gerald Street Willis 77378	Meador Room <i>Sala Meador</i>
<b>Lone Star Community Center</b>	2500 Lone Star Parkway Montgomery 77356	Cissy Boulware Room <i>Sala Cissy Boulware</i>
<b>West Montgomery County Community Development Center</b>	31355 Friendship Drive Magnolia 77355	Green Room <i>Sala verde</i>
<b>Magnolia Event Center</b>	11659 FM 1488 Magnolia 77354	LGI 1 <i>LGI 1</i>
<b>South County Community Center</b>	2235 Lake Robbins Drive The Woodlands 77380	Dining Room <i>Sala de comedor</i>
<b>Spring Creek Greenway Nature Center</b>	1300 Riley Fuzzel Road Spring 77386	Community Room <i>Sala comunitaria</i>
<b>East Montgomery County Fair Association Building</b>	21675A McCleskey Road New Caney 77357	Main Room <i>Sala principal</i>
(Special Forms of Early Voting and Ballot by Mail only:) ( <i>Formas Especiales de Votación Adelantada, y Boleta por Correo solamente:</i> ) <b>Election Central</b>	9159 Airport Road Conroe 77303	Lobby <i>Vestíbulo</i>



**Montgomery County Elections Exhibit B - Polling Location In  
May 6, 2023 Joint Election  
For Election Day**

<b>PCT</b>	<b>Name of Facility</b>	<b>Physical Address</b>	<b>City</b>	<b>Zip</b>
09	Dobbin - Dacus Community Center	695 South FM 1486	Montgomery	77316
11	Lake Conroe Forest Community Building	610 Navajo Drive	Montgomery	77316
<b>PCT</b>	<b>Name of Facility</b>	<b>Physical Address</b>	<b>City</b>	<b>Zip</b>
19	City of Montgomery City Hall	101 Old Plantersville Road	Montgomery	77316
38	Montgomery County West Annex	19380 Highway 105 W., Suite 507	Montgomery	77356
39	Lake Creek High School	20639 FM 2854	Montgomery	77316
<b>PCT</b>	<b>Name of Facility</b>	<b>Physical Address</b>	<b>City</b>	<b>Zip</b>
63	Walden Community Church	12400 Walden Road	Montgomery	77356
72	Bentwater Yacht Club	200 Bentwater Harbor Drive	Montgomery	77356
77	April Sound Church	67 1/2 April Wind Drive South	Montgomery	77356
90	The Palm Community Building	285 Central Pine Street	Montgomery	77316
99	Jean Stewart Elementary School	680 Fish Creek Thoroughfare	Montgomery	77316
105	Lone Star Community Center	2500 Lone Star Parkway	Montgomery	77356
<b>PCT</b>	<b>Name of Facility</b>	<b>Physical Address</b>	<b>City</b>	<b>Zip</b>

106	Grace Life Church	3636 Honea Egypt Road	Montgomery	77316
<b>111</b>	<b>Precincts</b>			

## Montgomery County Elections Exhibit B

Report Time:1/5/2023 7:32:0

### School District

<b>Montgomery Independent School District</b>				
<b>PCT</b>	<b>Polling Location</b>		<b>Suspense</b>	<b>Active</b>
*05	Union Grove Baptist Church			13
*09	Dobbin - Dacus Community Center		132	1,942
11	Lake Conroe Forest Community Building		221	2,338
19	City of Montgomery City Hall		283	4,024
*30	Magnolia High School		14	165
38	Montgomery County West Annex		347	3,776
*39	Lake Creek High School		341	5,455
*40	Cryar Intermediate School			
63	Walden Community Church		408	4,341
72	Bentwater Yacht Club		277	4,271
*76	Westwood Landowners' Association Building		14	414
*77	April Sound Church		304	4,077
*89	Bear Branch Elementary School		8	20
*90	The Palm Community Building		141	1,630
*91	Magnolia West High School		8	107
*99	Jean Stewart Elementary School		4	110
105	Lone Star Community Center		257	3,506
*106	Grace Life Church		86	2,144
			<b>2,845</b>	<b>38,333</b>

<b>City of Montgomery</b>				
<b>PCT</b>	<b>Polling Location</b>		<b>Suspense</b>	<b>Active</b>
*09	Dobbin - Dacus Community Center			
*19	City of Montgomery City Hall		62	652
*38	Montgomery County West Annex		6	117
*39	Lake Creek High School		16	188
63	Walden Community Church			
*105	Lone Star Community Center		39	676
			<b>123</b>	<b>1,633</b>

<b>Emergency Services District 02</b>				
<b>PCT</b>	<b>Polling Location</b>		<b>Suspense</b>	<b>Active</b>
05	Union Grove Baptist Church		13	319

*09 Dobbin - Dacus Community Center	132	1,942
19 City of Montgomery Community Building	283	4,024
*30 Magnolia High School	14	165
*38 Montgomery County West Annex	344	3,717
*39 Lake Creek High School	144	2,301
63 Walden Community Church	408	4,341
72 Bentwater Yacht Club	277	4,271
*91 Magnolia West High School	8	107
105 Lone Star Community Center	257	3,506
	<b>1,880</b>	<b>24,693</b>

### Emergency Services District 03

PCT	Polling Location	Suspense	Active
*11	Lake Conroe Forest Community Building	126	1,007
*39	Lake Creek High School	196	3,098
*86	Living Branch Church	90	1,197
*89	Bear Branch Elementary School	8	20
*90	The Palm Community Building	296	5,184
99	Jean Stewart Elementary School	267	3,736
106	Grace Life Church	108	2,398
		<b>1,091</b>	<b>16,640</b>

### Emergency Services District 04

PCT	Polling Location	Suspense	Active
*24	Oak Ridge High School	117	896
*31	Shenandoah Municipal Complex	165	2,124
*34	Needham Fire Department Station 64	157	2,185
*56	The Woodlands Emergency Training Center	247	2,092
*75	Windsor Hills Homeowners' Association Club House	8	87
*76	Westwood Landowners' Association Building	40	644
*96	Gerald D. Irons, Sr. Junior High School	390	4,895
*98	KC Event Center		
104	Foster's Ridge Club House	88	1,913
*108	KC Event Center	229	2,634
		<b>1,441</b>	<b>17,470</b>

### Emergency Services District 06

PCT	Polling Location	Suspense	Active
14	Robert L. Crippen Elementary School	281	4,870
*26	East Montgomery County Fair Association Building	58	1,142
*37	Friendship United Methodist Church	264	3,391
*52	New Caney Central Administration Office	252	3,256

*64 Whispering Pines Baptist Church	11	163
*82 Bens Branch Elementary School	307	3,803
93 Valley Ranch Elementary School	422	4,474
*94 Lone Star College - Kingwood, Performing Arts Center	187	2,799
*95 Kings Manor Elementary School	330	2,917
	<b>2,112</b>	<b>26,815</b>

<b>Emergency Services District 07</b>			
<b>PCT</b>	<b>Polling Location</b>	<b>Suspense</b>	<b>Active</b>
	07 New Caney Elementary School	161	2,084
	*12 Security Community Center	25	351
	*16 Splendora ISD Instructional Services	307	3,662
	*26 East Montgomery County Fair Association Building	221	2,091
	*36 Allendale Baptist Church	33	291
	*41 Splendora ISD Administration Building	250	4,215
	*42 Moorhead Junior High School	40	419
	*52 New Caney Central Administration Office	99	873
	53 Woodbranch City Hall	341	5,561
	54 Peach Creek Baptist Church	172	1,688
	*64 Whispering Pines Baptist Church	189	1,840
	*111 Ben Milam Elementary School	1	24
		<b>1,839</b>	<b>23,099</b>

<b>Emergency Services District 08</b>			
<b>PCT</b>	<b>Polling Location</b>	<b>Suspense</b>	<b>Active</b>
	*24 Oak Ridge High School	172	2,221
	*32 W.D. Wilkerson Intermediate School	12	93
	*33 South County Community Center		
	*35 Oak Ridge North Municipal Building	514	4,937
	46 Spring Creek Greenway Nature Center	300	3,932
	47 South Montgomery County Fire Station #4	282	2,614
	*67 Lamar Elementary School	3	7
	68 Knights of Columbus Hall	406	4,926
	80 Imperial Oaks Neighborhood Center - Recreation Center	330	4,459
	*84 South Montgomery County Fire Station #1	392	1,791
	87 Birnham Woods Elementary School	369	4,923
	*88 Ann K. Snyder Elementary School	385	4,610
	92 George C. Kaufman III Elementary School	478	4,764
	100 Grand Oaks High School	379	5,108
	103 C.D. York Junior High School	449	3,563
		<b>4,471</b>	<b>47,948</b>

**Emergency Services District 09**

PCT	Polling Location	Suspense	Active
*02	Conroe Seventh-Day Adventist Church		12
*12	Security Community Center	12	382
*15	Cornerstone Church	231	3,025
*25	Grangerland Community Center	186	1,771
*36	Allendale Baptist Church	284	3,697
*42	Moorhead Junior High School	34	439
*55	Austin Elementary School	52	561
*64	Whispering Pines Baptist Church	11	70
*111	Ben Milam Elementary School	137	2,001
		<b>947</b>	<b>11,958</b>

### Emergency Services District 10

PCT	Polling Location	Suspense	Active
*03	The Woodlands High School Ninth Grade Campus	58	1,602
*06	Deretchin Elementary School		
*09	Dobbin - Dacus Community Center		1
13	Decker Prairie Community Center	317	5,174
18	Magnolia Community Center	302	3,727
28	Decker Prairie Elementary School	351	4,946
29	West Montgomery County Community Development Center	367	4,501
*30	Magnolia High School	179	3,383
*34	Needham Fire Department Station 64	39	475
*61	George and Cynthia Woods Mitchell Library		
65	J. L. Lyon Elementary School	302	4,774
66	Outback Western Wear Event Hall	342	4,248
*69	Barbara Pierce Bush Elementary School		
*71	Buckalew Elementary School	50	180
74	Cedric C. Smith Elementary School	269	2,557
*76	Westwood Landowners' Association Building	336	3,749
*81	George P. Mitchell Intermediate School	33	1,171
*89	Bear Branch Elementary School	371	5,059
*91	Magnolia West High School	321	4,834
97	Magnolia Event Center	244	3,281
*101	Coulson Tough Flex School Grades K-6	142	569
107	George P. Mitchell Intermediate School	6	46
		<b>4,029</b>	<b>54,277</b>

## formation

Room <i>Sala</i>
Main Room <i>Sala Principal</i>
Main Room <i>Sala Principal</i>
Room <i>Sala</i>
City Council and Courtroom Chambers <i>Ayuntamiento y salas de audiencias</i>
Courtroom <i>Sala de Justicia</i>
Athletic Foyer <i>Vestíbulo del gimnasio</i>
Room <i>Sala</i>
Family Life Center <i>Centro de vida familiar</i>
Harbor View Room <i>Salón Harbor View</i>
Fellowship Hall <i>Salón de Compañerismo</i>
Building 2 <i>Edificio 2</i>
Gym <i>Gimnasio</i>
Cissy Boulware Room <i>Sala Cissy Boulware</i>
Room <i>Sala</i>

Foyer  
Vestíbulo

## 13 AM

Total	PCT
13	*05
2,074	*09
2,559	11
4,307	19
179	*30
4,123	38
5,796	*39
0	*40
4,749	63
4,548	72
428	*76
4,381	*77
28	*89
1,771	*90
115	*91
114	*99
3,763	105
2,230	*106
<b>41,178</b>	<b>18</b>
Total	PCT
0	*09
714	*19
123	*38
204	*39
0	63
715	*105
<b>1,756</b>	<b>6</b>
Total	PCT
332	05

2,074	*09
4,307	19
179	*30
4,061	*38
2,445	*39
4,749	63
4,548	72
115	*91
3,763	105
<b>26,573</b>	<b>10</b>

Total	PCT
1,133	*11
3,294	*39
1,287	*86
28	*89
5,480	*90
4,003	99
2,506	106
<b>17,731</b>	<b>7</b>

Total	PCT
1,013	*24
2,289	*31
2,342	*34
2,339	*56
95	*75
684	*76
5,285	*96
0	*98
2,001	104
2,863	*108
<b>18,911</b>	<b>10</b>

Total	PCT
5,151	14
1,200	*26
3,655	*37
3,508	*52



174	*64
4,110	*82
4,896	93
2,986	*94
3,247	*95
<b>28,927</b>	<b>9</b>

Total	PCT
2,245	07
376	*12
3,969	*16
2,312	*26
324	*36
4,465	*41
459	*42
972	*52
5,902	53
1,860	54
2,029	*64
25	*111
<b>24,938</b>	<b>12</b>

Total	PCT
2,393	*24
105	*32
0	*33
5,451	*35
4,232	46
2,896	47
10	*67
5,332	68
4,789	80
2,183	*84
5,292	87
4,995	*88
5,242	92
5,487	100
4,012	103
<b>52,419</b>	<b>15</b>

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Total	PCT
12	*02
394	*12
3,256	*15
1,957	*25
3,981	*36
473	*42
613	*55
81	*64
2,138	*111
<b>12,905</b>	<b>9</b>

Total	PCT
1,660	*03
0	*06
1	*09
5,491	13
4,029	18
5,297	28
4,868	29
3,562	*30
514	*34
0	*61
5,076	65
4,590	66
0	*69
230	*71
2,826	74
4,085	*76
1,204	*81
5,430	*89
5,155	*91
3,525	97
711	*101
52	107
<b>58,306</b>	<b>22</b>

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date: January 10, 2023</b>	<b>Budgeted Amount: \$16,000</b>
<b>Department: Administration</b>	<b>Prepared By: Nici Browe</b>

**Subject**

Adoption of the Joint Election Services Agreement with Montgomery County.

**Recommendation**

Adoption of the Election Services Agreement with Montgomery County.

**Discussion**

This Agreement provides that all the entities that participate in the Joint Election desire to enter into a Joint Election Agreement for the purpose of sharing election equipment, election officials, precinct polling locations and electronic voting equipment.

The cost will be provided as soon as all the participating entities have provided their notice of participation. The cost is divided among all the participating entities.

If there is an uncontested election in the city, we would be able to cancel the election and there be would be NO cost to the City.

**Approved By**

City Secretary	Nici Browe	Date: January 5, 2023
Interim City Administrator	Dave McCorquodale	January 5, 2023

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS APPROVING A JOINT ELECTION AGREEMENT WITH MONTGOMERY COUNTY ELECTIONS FOR THE MAY 6, 2023 GENERAL ELECTION.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS**

Section 1: The City Council hereby approves entering into a joint election agreement with the Montgomery County Elections Office for the May 6, 2023 General Election in accordance with the terms and conditions in Exhibit A attached hereto and incorporated herein for all purposes.

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

**CITY OF MONTGOMERY, TEXAS**

**Attest:** \_\_\_\_\_  
Nici Browe, City Secretary

**Signed:** \_\_\_\_\_  
Byron Sanford, Mayor

**EXHIBIT A  
MONTGOMERY COUNTY ELECTION AGREEMENT**



# Joint Election Agreement

Political Subdivision of \_\_\_\_\_

WHEREAS, the undersigned Political Subdivisions (collectively referred to hereinafter as "Participating Entities") will each hold an election on May 6, 2023; and

WHEREAS, Montgomery County Elections Administrator, Suzie Harvey, as Montgomery County's Election Officer, has entered into separate Election Services Agreements with each of the undersigned Participating Entities wherein the County's Election Officer will administer elections occurring on May 6, 2023, to be held in precincts in Montgomery County, as authorized under Subchapter D of Chapter 31 of the Texas Election Code ("Election Services Agreements"); and

WHEREAS, the Participating Entities desire to enter into a Joint Election Agreement, as authorized under Chapter 271 of the Texas Election Code, for the purpose of sharing election equipment, election officials, polling places, and costs where appropriate.

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

## **I. Scope of Joint Election Agreement**

The Participating Entities enter this Joint Election Agreement ("Agreement") for the purpose of jointly conducting elections to be held on May 6, 2023 ("Joint Election").

## **II. Appoint Election Officer**

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

## **III. Early Voting and Election Day**

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

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

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

## V. Reasonable Cooperation

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

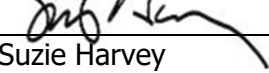
## VI. Miscellaneous Provisions

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

IN TESTIMONY WHEREOF, this Agreement is executed by Montgomery County, Texas or the Contracting Officer, as applicable, and each Participating Entity on the dates indicated below.

*See attached signature page(s):*

January 5, 2023  
Date

Signature:   
 Printed name: Suzie Harvey  
 Title: Contracting Officer  
 Political Subdivision: Montgomery County, Texas  
 All correspondence to be directed to:  
 Montgomery County Elections Office  
 Address: P. O. Box 2646  
 City, State, Zip: Conroe, Texas 77305-2646  
 Telephone: (936) 539-7843  
 Fax: (936) 788-8340  
 Email: suzie.harvey@mctx.org

Date

Signature: \_\_\_\_\_  
 Printed name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Political Subdivision: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_  
 Fax: ( ) \_\_\_\_\_  
 Email: \_\_\_\_\_

Date

Signature: \_\_\_\_\_  
 Printed name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Political Subdivision: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_  
 Fax: ( ) \_\_\_\_\_  
 Email: \_\_\_\_\_

Date

Signature: \_\_\_\_\_  
 Printed name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Political Subdivision: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_  
 Fax: ( ) \_\_\_\_\_  
 Email: \_\_\_\_\_



Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> January 10, 2023	<b>Budgeted Amount:</b> n/a
<b>Department:</b> Administration	<b>Prepared By:</b> Nici Browe

**Subject**

Consideration and possible action on the following Resolution: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AUTHORIZING THE SIGNORS FOR ALL CITY OF MONTGOMERY BANKING ACCOUNTS WITH FIRST NATIONAL BANK; AND PROVIDING AN EFFECTIVE DATE.

**Recommendation**

Adopt the Resolution with the addition of the Newly Appointed City Administrator.

**Discussion**

Due to the appointment of the City Administrator, Gary Palmer, we need to update the signature cards for the City Banking accounts by adding him as a new signer.

We propose to keep the Assistant City Administrator as a signor as a back-up but change his title from Interim back to his original title of "Assistant".

**Approved By**

City Secretary and Director of Administrative Services	Nici Browe	Date: 01/05/2023
Interim City Administrator	Dave McCorquodale	Date: 01/05/2023

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AUTHORIZING THE SIGNORS FOR ALL CITY OF MONTGOMERY BANKING ACCOUNTS WITH FIRST FINANCIAL BANK; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Montgomery, Texas (the "City") has the following banking accounts with First Financial Bank:

- Court Security Fund
- Debt Service Fund
- Home Grant
- Grant
- Home Grant General Fund
- Police Asset Forfeitures
- Capital Projects Fund
- Court Technical Fund
- Police Drug and Misc Fund
- Hotel Motel Fund
- Utility Fund
- General Fund

WHEREAS, City Council has determined that the following members of the governing body and the City Administrator are authorized signors on the aforementioned accounts:

- |                   |                                |
|-------------------|--------------------------------|
| Byron Sanford     | Mayor                          |
| T.J. Wilkerson    | Mayor Pro-Tem / Council Member |
| Carol Langley     | Council Member                 |
| Casey Olson       | Council Member                 |
| Cheryl Fox        | Council Member                 |
| Patricia Easley   | Council Member                 |
| Dave McCorquodale | Assistant City Administrator   |
| Gary Palmer       | City Administrator             |

WHEREAS, First Financial Bank issues a Banking Resolution for each account with the identified signors and related information, which is attached as Exhibit "A."

WHEREAS, the City Council of the City now wishes to authorize the governing body, which includes the Mayor and members of City Council, and the City Administrator as signors on all City of Montgomery banking accounts.

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

Section 1. The City Council and City Administrator are authorized and approved to execute any and all necessary documents on behalf of the City to conduct City business with First Financial Bank regarding all City banking accounts.

Section 2. This Resolution shall take effect immediately upon its passage and adoption.

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

**CITY OF MONTGOMERY, TEXAS**

**Attest:** \_\_\_\_\_  
Nici Browe, City Secretary

**Signed:** \_\_\_\_\_  
Byron Sanford, Mayor

**Approved as to Form:** \_\_\_\_\_  
Alan P. Petrov, City Attorney

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> January 10, 2023	<b>Budgeted Amount:</b> n/a
<b>Department:</b> Administration	<b>Prepared By:</b> Nici Browe

**Subject**

Consideration and possible action to approve a TexPool Resolution Amending Authorized Representatives

**Recommendation**

Adopt the Resolution as presented.

**Discussion**

Due to the appointment of the City Administrator, Gary Palmer, we need to update the authorized representatives for the City’s TexPool.

Due to the confidential location information contained within the form, this is not attached to this report, but will be provided at the meeting.

**Approved By**

City Secretary and Director of Administrative Services	Nici Browe	Date: 01/05/2023
Interim City Administrator	Dave McCorquodale	Date: 01/05/2023