

**Notice of City Council Meeting  
AGENDA**

**July 27, 2021 at 6:00 PM**

**NOTICE TO THE PUBLIC IS HEREBY** given that the Montgomery City Council will conduct its City Council Meeting scheduled for **6:00 PM on Tuesday, July 27, 2021**, 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 [www.montgomerytexas.gov](http://www.montgomerytexas.gov) under Agenda/Minutes and then select **Live Stream Page (located at the top of the page)**. The Meeting Agenda Pack will be posted online at [www.montgomerytexas.gov](http://www.montgomerytexas.gov). The meeting will be recorded and uploaded to the City's website.

*Notice - any person(s) using profane, abusive or threatening language may result in them being removed from the Teleconference Meeting.*

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE TO FLAGS**

**VISITOR/CITIZENS FORUM:**

Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must be recognized by the Mayor. City Council may not discuss or take any action on an item but may place the issue on a future agenda. The number of speakers along with the time allowed per speaker may be limited.

**CONSENT AGENDA:**

- 1.** Matters related to the approval of the July 13, 2021 Regular Meeting Minutes.

**CONSIDERATION AND POSSIBLE ACTION:**

- 2.** Consideration and possible action regarding adoption of the following Proclamation: Recognizing a truly remarkable athlete and City resident, Paislee Bell, on her outstanding accomplishments in gymnastics.
- 3.** Consideration and possible action regarding the Final Plat for Town Creek Crossing Section One as submitted by LeFevre Development, Inc.
- 4.** Consideration and possible action regarding adoption of a Resolution approving the Montgomery County Emergency Communication District annual budget for the fiscal year beginning October 1, 2021.
- 5.** Consideration and possible action regarding nomination of an appointee to the Montgomery County Emergency Communication District Board of Directors.
- 6.** Consideration and possible action regarding a renewal proposal of the contract with Waste Management of Texas, Inc. for solid waste collection in the City.

7. Consideration and possible action regarding adoption of the following ordinance setting rates for solid waste collection service in the City:

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 FOLLOWING PUBLICATION.

8. Consideration and possible action regarding a variance request to Section 78-96(b) of the City Code requiring all parking lots to be paved with asphalt or concrete as submitted by Cornerstone Community Church for 14740 Liberty Street.

#### **DEPARTMENTAL REPORTS:**

9. City Administrator's Reports for June 2021
10. Public Works Report for June 2021
11. Police Report for June 2021
12. Court Report for June 2021
13. Utility Report for June 2021
14. Water Report for June 2021
15. Financial Report for June 2021
16. City Engineer's Report for June 2021

#### **EXECUTIVE SESSION:**

The City Council reserves the right to discuss any of the items listed specifically under this heading or for any items listed above in executive closed session as permitted by law including if they meet the qualifications in Sections 551.071(consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Government Code of the State of Texas. *(There are no items at this time.)*

#### **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/Susan Hensley

Susan Hensley, City Secretary

I certify that the attached notice of meeting was posted on the bulletin board at City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas, on July 23, 2021 at 3:00 p.m. I further certify that the following news media was notified of this meeting as stated above: The Courier

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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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**MINUTES OF REGULAR MEETING**

**July 13, 2021**

**MONTGOMERY CITY COUNCIL**

**CALL TO ORDER**

Mayor Sara Countryman declared a quorum was present and called the meeting to order at 6:00 p.m.

Present:	Sara Countryman	Mayor
	Carol Langley	City Council Place # 1
	Kevin Lacy	City Council Place # 2
	T.J. Wilkerson	City Council Place # 3
	Julie Davis	City Council Place # 4
	Byron Sanford	City Council Place # 5

Absent:

Also Present:	Richard Tramm	City Administrator
	Dave McCorquodale	Assistant City Administrator
	Susan Hensley	City Secretary
	Alan Petrov	City Attorney

**CALL TO ORDER**

**INVOCATION**

T.J. Wilkerson gave the Invocation.

**PLEDGE OF ALLEGIANCE TO FLAGS**

**VISITOR/CITIZENS FORUM:**



Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must be recognized by the Mayor. Council may not discuss or take any action on an item, but may place the issue on a future agenda. The number of speakers along with the time allowed per speaker may be limited.

Mayor Countryman said there were several citizens who filled out a speaker request form. Mayor Countryman asked if anyone with issues other than item #6 from the Agenda would come forward to speak.

Mrs. Jenny Stewart of 205 Kings Lane, Montgomery, Texas stated she has been a resident since 1991 and wanted to list some issues so they are on record.

Mrs. Stewart said she does not believe the City focuses on big issues and serious problems and as a result, many residents have had to hire attorneys to fix problems that should never have occurred. Mrs. Stewart said a sandpit operated without a permit for over five years and no one from the City bothered to inspect or check it out until it started to cave in on their property. Mrs. Stewart said the Texas Commission on Environmental Quality (TCEQ) Report indicates such issues. Mrs. Stewart said a canal was dug in a subdivision without proper permits where the canal failed and now residents have suffered financial and emotional damage and many had to hire attorneys. Mrs. Stewart said house trailers are brought onto properties without permits. Mrs. Stewart said they have a City manhole on their property that has been spilling raw sewage out of it for over four years. Mrs. Stewart said it has been brought to the attention of City Council numerous times, even on the record at previous Council meetings, but with no response except after she called the City and told them she filed an official complaint with TCEQ. Mrs. Stewart said two people came out and cleaned up what they could and applied disinfectant. Mrs. Stewart said however, it continues to overflow, it is going into Town Creek, and into Lake Conroe and that is illegal. Mrs. Stewart said the sewer line is grossly neglected with no maintenance or infiltration and it is obvious. Mrs. Stewart said she was falsely accused once of photoshopping pictures she gave to City Council. Mrs. Stewart said she has been documenting this dilemma for years and has lots of pictures on her phone. Mrs. Stewart said if anyone wants to go see what is going on they can go over and look at the sewer. Mrs. Stewart said the infiltration is obvious and if you want to know where the infiltration issues stem from look at the plants that are growing out of the top of one of the sewer lines.

Mrs. Stewart said Bellevue is a city that has less than 400 people, it does have a water tower, however. Mrs. Stewart said the City of Montgomery should have one by now. Mrs. Stewart said the City needs to loop the town with water. Mrs. Stewart said in a drought scenario and fire off of Lone Star Parkway it could not be stopped. Mrs. Stewart said she knows this because they have had three fires go through their property. Mrs. Stewart said one of the fires that went through their property was about to go through the property south of them, but the fire department came and stopped it. Mrs. Stewart asked why the City spent \$750,000 on four acres and stated most people do not even know the money was spent and it is not even finished being paid off yet. Mrs. Stewart said there are other places if the City needed a future building in the town that they can find with a lot less money.

Mrs. Stewart asked why do some residents get their water bills credited while others do not. Mrs. Stewart asked why do some residents get their water turned back on when there is a mistake on their bill and their water is turned off but other people do not. Mrs. Stewart said there is just a list of things that are going on in this town that are not acceptable to her or anyone else.

Mayor Countryman said there were several speaker requests so to save time she is going to randomly pick three and ask them to come forward to the podium to speak since it is all on the same subject matter. Kevin Lacy said he wanted to be able to hear from everyone who filled out a speaker request form and asked if that is possible. Mayor Countryman asked Mr. Petrov, City Attorney if that can be done. Mr. Petrov said it is the decision of City Council. City Council concurred to hear everyone with a two-minute time limit.

Ms. Courtney Weidner of 506 Oak Chase Drive, Conroe, Texas said she is here today to speak about Mr. Bill Clevenger with Texas Twist & Shakes. Ms. Weidner said she is the owner of Weidner Insurance and has been an established business in Conroe for many years and is also the Vice President of the Women's Food Truck Organization. Ms. Weidner said she got to know Mr. Clevenger last year when she found out he was starting this business and thought it was the best idea. Ms. Weidner said she knew it was something that was going to bring tourism to historic Montgomery and that it was a unique product. Ms. Weidner said all food trucks are unique and she is a big advocate for them. Ms. Weidner said it is the newest craze as far as entrepreneurship goes and being a small business owner. Ms. Weidner said in the short time she got to know Mr. Clevenger she does not doubt that he will be a very successful business owner. Ms. Weidner said he will be able to run the food truck with professionalism and his mind and heart are completely in the right place. Ms. Weidner said as she

understands, Mr. Clevenger needs to get a special use permit to operate where he wants to be and she would like to ask City Council to please grant him that. Ms. Weidner said she knows they have to vote on it, but she understands there may be some conflicts with some businesses, but does know Mr. Clevenger's business is so unique that it would not be a conflict with any business downtown because it is bringing something new and different to Montgomery.

Ms. Karla Nash of 26981 Mock Lane, Montgomery, Texas said she is a business owner in the Historic District of Montgomery and is here to speak in favor of Mr. Clevenger and his ice cream truck in downtown Montgomery. Ms. Nash said she is an educated individual but for the life of her, she cannot grasp what is going on here. Ms. Nash said she does disagree with the approach of having a big group of people storming City Hall to scream for ice cream, but she also disagrees with putting roadblocks in the way of small businesses in our community. Ms. Nash said she knows that originally before Mr. Clevenger purchased the lot he researched it for multiple uses. Ms. Nash said she knows there are a series of steps to open a business in Montgomery and knows the concept was approved by Planning and Zoning and from there, things get very confusing. Ms. Nash said she read the letter written by Caleb Villarreal to Mr. Clevenger and it was not clear to her what the problem was. Ms. Nash said she knows there is an extra layer of rules regarding the Historic District and tried to read the City Code where an ice cream truck was specifically prohibited, but came up empty-handed. Ms. Nash said she wants to understand if this ice cream truck violates the current City Code that Planning and Zoning were unaware of, or if tonight is about rewriting the City Code to allow this type of business. Ms. Nash said what she hopes is that this is not a personal vendetta against someone who ran for Mayor in the last election. Ms. Nash said she wants to thank City Council members for their volunteer time and effort to serve our City, but she also hopes City Council constantly remembers they are here for the best interest of all residents of the City. Ms. Nash said as a business owner she would love to have an ice cream truck in downtown Montgomery. Ms. Nash said she thinks it would encourage people to walk around and enjoy our beautiful little town. Ms. Nash said she thinks Mr. Clevenger and his wife are good people. Ms. Nash said she often visits small towns and sees a lovely mix of food trucks and brick and mortar shops done tastefully, so why would this be any different. Ms. Nash said she hopes that each of the City Council members either changes whatever is in the City Code that forbids allowing this small business or vote to stand by Planning and Zoning's decision.

Mr. Bob Stewart of 205 Kings Lane, Montgomery, Texas said some of this he has heard from concerned members of City Council about food trucks such as Mr. Clevenger's being a detriment to

the historic nature of Montgomery and in particular possibly the business district of Montgomery. Mr. Stewart said the reality is the business district is not historic. Mr. Stewart said it is sad to say, but true. Mr. Stewart said it burned to the ground decades ago leaving one brick building. Mr. Stewart said 25 years ago a group of citizens got zoning passed. Mr. Stewart said it was a great first step in protecting our City. Mr. Stewart said another group of citizens followed and attempted to get architectural controls passed to force developers to build structures that fit the historic nature of our City and it went nowhere. Mr. Stewart said the result is we have developers that come in and the vast majority of them do not look at Montgomery as a historically significant city like we do, they just look at it as a place to build a business and so we ended up with the Brookshire market with a tobacco barn sitting in front of it. Mr. Stewart said then we ended up with metal buildings right on Eva Street with facades put on the front of them to make it look like there is some kind of a historic saloon. Mr. Stewart said they ended up with shacks that sell donuts and then ended up with a donut shop that is the size of an aircraft carrier that blocks the view of one of the most historic buildings down there. Mr. Stewart said the reality is we do not have a Historic District. Mr. Stewart said he hopes Mr. Clevenger gets his ice cream truck.

Ms. Brandi Chrisenberry of 18913 Bethel Road, Richards, Texas said if you spend time speaking with your constituents or keeping up with societal trends, you are aware of the growing interest in small-town traditional values in communities supporting communities instead of big businesses and corporations supporting communities. Ms. Chrisenberry said although they are technically outside the city limits, they very proudly call Montgomery their home. Ms. Chrisenberry said they take every opportunity they can to tell visitors about all the wonderful things our small town has to offer. Ms. Chrisenberry said they are fully invested in this beautiful town. Ms. Chrisenberry said the grand community of small business owners, farmers, ranchers, growers of things, harvesters of things, craftsmen, and the like they personally met and developed relationships with within the last two years which has been overwhelming. Ms. Chrisenberry said just the support and encouragement for these small business owners have been overwhelming. Ms. Chrisenberry said the people themselves are excited about these communities even if they are not necessarily part of these communities right now. Ms. Chrisenberry said this awesome movement for this old-time community comes together to support each other like the good old days is like what we have here and would like it to stay that way. Ms. Chrisenberry said she thinks these food trucks, ice cream, and coffee trailer businesses no matter what the packaging are part of our community.

Ms. Juanita Simmons of 21910 Twin Creeks Road, Montgomery, Texas said she has been in Montgomery for three years, is retired and this is the city she wants to live in. Ms. Simmons said she has traveled all over the world and they all have food trucks. Ms. Simmons said some of the most interesting towns have food trucks. Ms. Simmons said some of the best food you can get does not always come from a fancy restaurant. Ms. Simmons said she does support the food truck issue and she does not believe in any way that it will hurt the City of Montgomery. Ms. Simmons said she has attempted numerous times in the last year to get the attention of some of the City Council members. Ms. Simmons said she has sent emails, made phone calls, and requested someone call her back. Ms. Simmons has received no response. Ms. Simmons said she hopes the City sees what is happening here and the people here today are supporting food trucks, at least most of them as she has not heard from anyone that is not. Ms. Simmons said to just listen to the people because she thinks there is nothing wrong with food trucks.

Mr. Garrett Murphy of 15767 Beechnut, Montgomery, Texas, a manager with Tony's Deli said he is here today to support Mr. Clevenger. Mr. Murphy said the first time he met Mr. Clevenger he introduced me to sweet tea and root beer, awesome products, but the best thing was the customer service. Mr. Murphy said Mr. Clevenger is a great guy and a great businessman. Mr. Murphy said he has no doubt his food truck will be successful. Mr. Murphy said Montgomery needs milkshakes as there are no milkshake places besides Whataburger and McDonald's. Mr. Murphy said he would love to see Mr. Clevenger's business open and if there is a special permit he would want them to vote and hopes it passes.

Mr. Kade Jenkins of 14809 Lake Mt. Pleasant Road, Montgomery, Texas said he has lived in Montgomery for 27 years. Mr. Jenkins said he grew up here and went to all the school districts in Montgomery and this is his hometown and has seen it through all the changes. Mr. Jenkins said over the past 10 years he and his wife have both worked as youth pastors, worship pastors, and outreach pastors in the area and moved into Lake Conroe Village to do ministry in the area because they believe in community and they believe in the potential that is in this City. Mr. Jenkins said they have also adopted their daughter through foster care and they met at a youth home in Conroe. Mr. Jenkins said they spent the last years of their lives just giving because that is who they are. Mr. Jenkins said they opened this coffee trailer because they want to give to the City and because they believe they can bring something unique, different, and most of all excellent. Mr. Jenkins said they think they can do that in a trailer with wheels. Mr. Jenkins said in their time operating for two weeks he has had to borrow his

dad's truck to bring their trailer to the lot and back home every single day. Mr. Jenkins said they were under the impression, not by anyone's fault but their own, that they would be able to leave it. Mr. Jenkins said they now know that is not true. Mr. Jenkins said they do not have a ton of money as their past jobs did not allow them to have an influx of money and they cannot afford brick and mortar. Mr. Jenkins said they can afford the trailer and they have to try and do this. Mr. Jenkins said they love this work in Montgomery and love what it stands for and that people can walk around and enjoy all this. Mr. Jenkins said in their time here they have brought people from Huntsville and Spring and they have an NFL quarterback who came because he heard about their coffee trailer. Mr. Jenkins said if he had a dollar for every customer that came and looked around and said hey I had no idea this downtown was so great, then maybe they could afford a brick and mortar, but they do bring in business and they do bring something to this community.

Mrs. Kathryn Jenkins of 14809 Lake Mt. Pleasant Road, Montgomery, Texas said she grew up in Conroe but she also went to Montgomery as a high school volunteer but she considers Montgomery her home. Mrs. Jenkins said her mom had an antique spot in one of the antique shops while she was growing up so it has always been a part of her life. Mrs. Jenkins said she previously owned a business only for a year because she did not get enough business. Mrs. Jenkins said unfortunately they have seen downtown Montgomery as a dying area which she hates to say that because there are so many great people and shops there. Mrs. Jenkins said she wants to see it flourish and see people coming from other places. Mrs. Jenkins said they have had people from Margaritaville who drove past five coffee shops to come to their coffee shop because they saw them on the internet and it looked like a good place to visit. Mrs. Jenkins said they are bringing people into the downtown area and people are visiting us and then shopping around. Mrs. Jenkins said they are bringing the City money. Mrs. Jenkins said they want to follow the rules. Mrs. Jenkins said she does not know what it is about but it seems it is about drama and she hates that because she wants everyone to get along. Mrs. Jenkins said when City Council is voting on item #6 from the Agenda, it feels like it is red tape to add that they have to have a special use permit after they have already gone through all these things to get a license to be open and now they have to have a special use permit. Mrs. Jenkins asked what is a special use permit. Mrs. Jenkins asked is it they can only be there twice a month or only on Saturdays. Mrs. Jenkins said they want to be there all the time.

Mr. Bill Clevenger of 388 Berkley Drive, Montgomery, Texas said thank you to everyone coming out to support in attendance for the meeting this evening. Mr. Clevenger said they have so many issues

going on in the world today. Mr. Clevenger said you turn on the news and this is happening and that is happening. Mr. Clevenger said they are a community that is giving and he has never seen a community that is so giving that we have today and yet here we are trying to cultivate a sense of the world community. Mr. Clevenger said he did run for Mayor and although he lost he is proud of it. Mr. Clevenger said just the fact that he went out and his whole stance was community and coming together. Mr. Clevenger said it does not matter who we are, where we came from, who we represent, what religion we are, it does not matter. Mr. Clevenger said right now they are all in this little community and we all have our issues behind closed doors. Mr. Clevenger said his wife, son, himself, and five other young individuals have been anticipating opening up this ice cream stand. Mr. Clevenger said as Mrs. Stewart said there are issues here and they know there are infrastructure issues, but there are more important issues going on and an ice cream truck can bring smiles to this community.

Mayor Countryman said she needs to be clear that it is not whether the ice cream business has started, but whether or not they have followed the rules.

#### **CONSENT AGENDA:**

1. Matters related to the approval of the June 22, 2021 Regular Meeting Minutes.

Julie Davis moved to approve the June 22, 2021, regular meeting minutes. Kevin Lacy seconded the motion, the motion carried unanimously. (5-0)

2. Consideration and possible action on an encroachment agreement with Haza Foods (Wendy's).

Mr. Tramm said the developer of the new Wendy's restaurant was requesting an encroachment agreement to locate the proposed monument sign and light poles within the existing City utility easement at the site. Mr. Tramm said the construction plans show the proposed items will be near but not in conflict with the water and wastewater lines that run through that area. Mr. Tramm said the agreement will release the City from responsibility for damages of those items that might result from the City having to do necessary work for damages incurred to the improvements as a result of required maintenance and repairs to the public utilities. Mr. Tramm said the approval of this agreement does not remove Haza Foods from being required to get all necessary permits for operation in this location, including a permit for the proposed monument signage. Mr. Tramm said they have received a signed copy of the encroachment agreement from Haza Foods.

Julie Davis asked if the encroachments on this are similar to the ones they discussed for the rest of that shopping center. Mr. Tramm said they are not in line with them because they are on the opposite side of the road and down the street. Julie Davis said she meant feet from the road if they are similar or very close to a similar distance from the road. Mr. Tramm said while they are generally similar in the sense that they overlap the utility easement, roads are not always entirely symmetrical on easements on both sides so he does not know the specifics of how many feet exactly this one is versus the other, but the Engineer may have that information.

Mr. Chris Roznovsky, City Engineer said to answer the question they store this so Wendy's is on the same side of the street as Christian Brothers. Mr. Roznovsky said Christian Brothers has a variance for this encroachment agreement as well as the building next door, so this does fall in line. Julie Davis said just for continuity she did not want to have one sign way up front and one in the back having a checkered board pattern all along SH 105. Mr. Roznovsky said from what he remembers all of the signs are placed closer to the building versus closer to the street based on utilities there.

Kevin Lacy moved to approve the encroachment agreement for Haza Foods. Byron Sanford seconded the motion, the motion carried unanimously. (5-0)

### **CONSIDERATION AND POSSIBLE ACTION:**

3. Discuss and consider candidates to be considered for Place 2, City of Montgomery Planning and Zoning Commission for the unexpired term expiring October 1, 2022.

Mr. Tramm said on June 8, 2021, City Council accepted the resignation of Keri May from the Planning and Zoning Commission, Place 2. Mr. Tramm said this position was open for applications through July 7, 2021. Mr. Tramm said there have been three applicants for the position. Mr. Tramm said the person who would be appointed would replace Ms. May and serve the remainder of the uncompleted term which runs through October 1, 2022.

Mr. Tramm said City Council may choose to accept one of these applicants or may choose to continue advertising. Kevin Lacy asked when do they have to have the position filled. Mr. Tramm said that is up to City Council, but technically you do not have to fill it at all, however then Planning and Zoning Commission would be one member short. Mayor Countryman said being one man down on a small board hurts and last week there was a cancellation due to it.



Mr. Tramm said yes it did because they are operating with just four out of five positions. Mr. Tramm said two people had a family conflict and one at the last moment and therefore that meeting needed to be rescheduled.

Julie Davis moved to appoint Mr. Bill Simpson to that position. Byron Sanford seconded the motion.

Discussion: Kevin Lacy said they have a packed house of people and maybe others would be interested in applying for the position. Kevin Lacy said he does not see why they cannot table this decision until the next meeting. Mayor Countryman said the position has already been open for a month and asked how long was the application process. Mr. Tramm said the position was open for a month and has been a little longer than that since advertising. Kevin Lacy said he did not see much advertising and asked if they advertised the position in the water bills. Mr. Tramm said they did and also advertised on the website and on the electronic sign which is the normal process. Kevin Lacy said he would prefer to wait to decide until the next meeting.

The motion carried with 4-Ayes and 1-Nay vote by Kevin Lacy. (4-1)

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTIONS 545.356 AND 545.353 OF THE TEXAS TRANSPORTATION CODE, ON CERTAIN STREETS AND HIGHWAYS OR PARTS THEREOF WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY, AS SET OUT IN THIS ORDINANCE, TO WIT: ESTABLISHING A CONSTRUCTION SPEED ZONE ON SH 105 FROM 0.108 MILES WEST OF FM 2854 TO STEWART CREEK ROAD, A DISTANCE OF APPROXIMATELY 0.262 MILES TO REDUCE THE SPEED LIMIT TO 45 MILES PER HOUR; AUTHORIZING THE INSTALLATION OF SIGNAGE IN ACCORDANCE WITH THIS ORDINANCE; PROVIDING FOR THE ALTERATION OF THE PRIMA FACIE SPEED LIMIT OF SH 105 TO INCREASE TO 55 MILES PER HOUR UPON COMPLETION OF CONSTRUCTION; PROVIDING A PENALTY NOT TO EXCEED \$400.00 FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

Mr. Tramm said the Texas Department of Transportation has requested the City of Montgomery take action to reduce the speed limit on a portion of SH 105 in the City during upcoming construction. Mr. Tramm said following construction, the speed limit would return to the previous speed limit. Mr. Tramm said the area of construction will run from FM 2854 to Conroe at I-45. Mr. Tramm said all of that is not in the City of Montgomery as there is a portion from FM 2854 to the City boundary toward Conroe in the east area.

Kevin Lacy said it is a construction zone and the speed limit should be reduced.

Kevin Lacy moved to adopt the Ordinance as requested by TxDOT. Julie Davis seconded the motion.

Discussion: T.J. Wilkerson asked if it is the same one they are doing the work on from Montgomery to Conroe at I-45. Mr. Tramm said yes essentially it is one very large project and much of it falls in the City of Conroe and they have taken action on a similar ordinance in the areas in the City of Conroe and we have been asked to take the same action for the area in the City of Montgomery.

Julie Davis said just for clarification if they choose not to do this which does not sound like they are doing, they are talking about a quarter of a mile stretch from east of FM 2854 to Stewart Creek which would be 55 mph then to switch it back to 45 mph as soon as it hits Conroe because they are taking action on the same thing. Mr. Tramm said yes that is correct and it is very logical to follow the process.

T.J. Wilkerson asked if the prima facie speed is just a proposed speed limit. Mr. Tramm said that is correct.

The motion carried unanimously. (5-0)

T. J. Wilkerson asked about Section 545-356 and Section 545-353, can the City also go to them and propose a speed limit, and then it is up to them to reject it afterward if they do not think it is necessary. Mr. Petrov said you can request it, yes, but they do not have to take any action on the request. T.J. Wilkerson said in the section it states the City can imply that so if they want to take the same thing and apply it to FM 1097 from Mia Lago down to FM 149 and reduce the speed limit with the City and if the State does not think it is necessary, they can come back and change it. Mr. Petrov said where the State controls the roadway, they control the signage.

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

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF § 545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE.

Mr. Tramm said the Texas Department of Transportation has requested the City of Montgomery take action to reduce the speed limit on a portion of FM 149 in the City. Mr. Tramm said in this case this would be a permanent change. Mr. Tramm said the attachments include correspondence from TxDOT on this item, a recommended ordinance supplied by TxDOT with a comparison to the current ordinance, a memo from the City Engineer, and an excerpt of a City road map showing the affected area in red.

Mr. Tramm said he contacted MISD for their comments on this matter, specifically the school zone, and they were supportive of it. Mr. Tramm said City staff recommends the changes as presented.

Julie Davis asked if this was just a school zone change and not an actual all the time speed limit change. Mr. Tramm said that was correct.

Kevin Lacy moved to adopt the Ordinance at the request of TxDOT. Julie Davis seconded the motion, the motion carried unanimously. (5-0)

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

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING CITY ORDINANCE NO. 1996-3, DATED JUNE 4, 1996, BY AMENDING CHAPTER 64, "PEDDLERS, SOLICITORS AND VENDORS" OF THE CITY CODE OF ORDINANCES; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SAVING AND SEVERABILITY CLAUSES;

PROVIDING A TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION.

Mr. Clevenger, who owns Texas Twist & Shakes said he purchased the lot at 404 Caroline Street on August 11, 2020. Mr. Clevenger said he was very vocal and outspoken about his intentions with that piece of property located in the Historic District of Montgomery, Texas.

Mr. Clevenger said he met with different people, asked about the process, worked with City officials, and was directed to the Planning and Zoning Commission. Mr. Clevenger said he went to the Planning and Zoning meeting in November 2020. Mr. Clevenger said the members saw the design of the trailer. Mr. Clevenger said Mr. Dave McCorquodale was very instrumental in helping him navigate his way and was very helpful. Mr. Clevenger said he met with Mr. Tramm and received nothing but encouragement from him. Mr. Clevenger said the Board Members of Planning and Zoning loved the design of the trailer as it represented Texas and he received the approval.

Mr. Clevenger said the second approval was in November 2020 with City Council. Mr. Clevenger said they discussed the platting and developing the property and that he was not changing the aspect of the property itself. Mr. Clevenger explained his intentions very thoroughly and it was approved. Mr. Clevenger said up until that point, the town did not receive anything of this magnitude of anything against it.

Mr. Clevenger said in January 2021 he moved the trailer to the property. Mr. Clevenger said it was not in its current state, but he moved it in and everyone wanted to know when Texas Twist & Shakes was going to open. Mr. Clevenger said between January 2021 and April 28, 2021, there were numerous meetings with City officials. Mr. Clevenger said on April 28, 2021, the trailer moved into its position and he did not hear anyone complaining about it. Mr. Clevenger said granted everyone said he was in the forefront of everything but they do not truly have the Ordinance, you are out front, and we like it. Mr. Clevenger said he and Mr. Tramm discussed lots of different things and he explained how positive it was for the economy and this is what brings revenue to the City and they liked it and kept moving forward. Mr. Clevenger said they talked about water and sewer utilities but everything hinged on what the County wanted to be done, because ultimately in the end you have to go to the County to get their approval and then bring it back to the City to apply for the mobile vendor permit.

Mr. Clevenger said on May 18, 2021, he had a meeting with the City Administrator, the Assistant City Administrator, and the City Secretary. Mr. Clevenger said they talked about Planning and Zoning, City Council, water, sewer, what the County wants to do, and what his plans were. Mr. Clevenger said he supplied answers to all their questions on everything. Mr. Clevenger asked if they recalled having the meeting on May 18, 2021. Mr. Tramm said he does not recall the exact day, but remembered they talked.

Mr. Clevenger said after he explained everything in detail and given the information on how he was going to do it, he followed what the County wanted to be done and proved to them how he was going to do it and what he needed to do. Mr. Clevenger said he obtained the electric permit and granted he admitted he did not pull the exact full permit for the electric from the pole over to the other thing. Mr. Clevenger said Mr. McCorquodale reminded him of that and they discussed that on July 2, 2021. Mr. Clevenger said in the process he turned in his water samples which are required by the County and it passed.

Mr. Clevenger said on May 18, 2021, as with any person in business, they need to go through the proper channels and work with the employees of the City which is standard. Mr. Clevenger said if you comply with the County then you will meet City standards. Mr. Clevenger said from November 2020 to June 3, 2021, not one thing was revealed that he was doing anything wrong when he provided the information and had met the County codes.

Mr. Clevenger said if you recall when they were going over the water and sewer items he was asked if he was serving water to which he stated no he was not serving any water as they were procuring water from Cozy Grape through a food-grade hose. Mr. Tramm stated at the time what Mr. Clevenger had secured was just for washing hands and equipment. Mr. Tramm said he also presupposed there was not a permit on file. Mr. Clevenger said correct. Mr. Clevenger said it all came back to what does the County say because if the County says it then the City is for it because they admitted that the City was not there yet and it did not happen. Mr. Clevenger said this meeting was documented because he recorded it and he can do that under the law of the State of Texas.

Mr. Clevenger said at the end of the meeting, Mr. McCorquodale said he wanted to bring in the City Secretary Susan Hensley as she is the one who handles all the mobile food vendor permits. Mr. Clevenger said Ms. Hensley stated all you need to do is bring in your application for the mobile food vendor permit for your City approval, they will sign it and it usually takes

up to 10 days, but she could probably get it done within 24 hours and they would even laminate it.

Mr. Clevenger said he then worked on the electricity as he went back and forth with Entergy and it was quite a mess. Mr. Clevenger said systems were not matching up but they got through it and they got the line. Mr. Clevenger said everything had been done by approval from City contractors. Mr. Clevenger said when they got to the water and sewer issue they crossed that bridge. Mr. Clevenger said ultimately it still came back to the County and it was voiced to him what does the County say about it. Mr. Clevenger said he went and did what the County wanted.

Mr. Clevenger said on July 8, 2021, he was approved by the County. Mr. Clevenger said on Saturday his wife went to the mailbox and he received a certified letter from Montgomery's City Attorney dated July 8, 2021. Mr. Clevenger said it was addressed to his attention regarding the Texas Twist & Shakes ice cream mobile food trailer, a trailer located in the Historic Downtown District of Montgomery, Texas. Mr. Clevenger stated it read: "Please be advised this firm represents the City of Montgomery, Texas. As such, I request all future correspondence be directed to the undersigned. The purpose of this correspondence is to inform you the trailer located in the Historic District is in current violation of the Code of Ordinances of the City ("City Code")." Mr. Clevenger asked what City Code and how could it be in violation when the whole time from November 2020 every month forward, conversation after conversation, meeting after meeting not one person said he was in violation yet in this letter there is no City Code to say he is in violation. Mr. Clevenger said the letter continues, "As you know on or about November 3, 2020, and November 10, 2020, the Planning and Zoning Commission and City Council respectfully approved a variance request for platting requirements and exterior modifications to allow you to operate the trailer in the Historic District. Unfortunately, through no fault of your own, the approval of the variance request does not permit you to operate the trailer in the Historic District". Mr. Clevenger said he purchased this piece of property in the Historic District and was very open about what he wanted to do from day one. Mr. Clevenger said the letter goes on to state "Although you relied on the approval of the variance of this request to operate the trailer in the Historic District, the continued operation is no longer permissible under City Code." Mr. Clevenger asked what City Code, there is no City Code. Mr. Clevenger continues reading the letter "The City relies primarily upon the general rule that a municipality cannot be estopped in the exercise of its governmental functions. See *City of White Settlement v. Super Wash, Inc.*" Mr. Clevenger

asked what City Code has he violated in almost nine months. Mr. Clevenger said zero. Mr. Clevenger continued by reading “Moreover, the interest of an individual must at times yield to the public interest and in which the responsibility for public policy must rest on decisions officially authorized by the government’s representatives, rather than on mistakes committed by its agents.” Mr. Clevenger asked what mistakes were committed.

Mr. Clevenger said you are probably going to hear different things and maybe a City official made a mistake. Mr. Clevenger said they reference a table that most do not even know about and most elected officials do not even know about. Mr. Clevenger said they are going to try and figure out a way to make one poor guy fall on the sword and that is wrong. Mr. Clevenger said he did not make a mistake as he went through the proper process and his superiors even agreed with him as it is recorded. Mr. Clevenger said to remember what he said in that meeting as he was told he was all clear and was good to go. Mr. Clevenger said he was told all he needs to do is bring his approval from the County, fill out the mobile food vendor application, and submit \$50.

Mr. Clevenger continued by reading “In this case because the operation of the trailer is not specifically permitted in the table of permitted uses or special uses.” Mr. Clevenger said he is selling ice cream. Mr. Clevenger said he is not building anything or doing anything different and in the table, it says ice cream. Mr. Clevenger said it does not say anything about referencing whether it is brick and mortar or a trailer. Mr. Clevenger said they even talked in one of the Zoom meetings saying he wanted to do it right because we all know we are going to be doing this. Mr. Clevenger stated Mr. Tramm said in the meeting on May 18, 2021, we want to make sure we get this right because if we get it right the first time more will come and it will bring revenue to the City and that is what the City needs.

Mr. Clevenger read “In this case, because the operation of the trailer is not specifically permitted in the table of permitted uses or special uses, you must obtain a special use permit to continue to operate the trailer in the Historic District.” Mr. Clevenger said as Mr. McCorquodale shared with him on July 2, 2021, when he asked him what is the next thing to overcome, Mr. McCorquodale said they are going to try and exercise something and they just do not want you to open up this ice cream trailer. Mr. Clevenger said Mr. McCorquodale referenced the Romans going down through Africa and when the Romans would get handed their rear ends they decided they would scorch it all and that is the term he used that they are going to scorch Montgomery and ruin it for everybody.

Mr. Clevenger said he followed everything and they might have changed a little bit along the way, but that was always communicated through the City Administrator and the Assistant City Administrator. Mr. Clevenger said not once did they say he cannot do that. Mr. Clevenger said he was asked what does the County say. Mr. Clevenger said he goes back to the May 18, 2021 meeting and everything was all good, clear, and done.

Mr. Clevenger continued by reading "Further, City Code requires City Council to grant a special use permit for special uses not expressly permitted under Chapter 98 of City Code." Mr. Clevenger said this is the first time anyone has heard about special use. Mr. Clevenger said special use is not even in effect right now because that is what they are going to vote on right now. Mr. Clevenger said all this time he was never told he needed a special use permit. Mr. Clevenger said as this ice cream stand became a reality within weeks of opening up, all of a sudden there was an issue. Mr. Clevenger said he wants to be a compliment to the City. Mr. Clevenger said people have come out in droves as you can see and said we want this and this is what is going to create a buzz in this community.

Mr. Clevenger said there are so many pressing issues this City faces that we are going to hold on and try to stop an ice cream stand. Mr. Clevenger said something as American and Texan as it is anything to have an ice cream cone stand in the Historic District coming out of an establishment that has five kids. Mr. Clevenger said now he has to tell these kids and one is having open heart surgery tomorrow at the ripe old age of 17. Mr. Clevenger said this kid has stayed on him for months. Mr. Clevenger said he was in Pennsylvania when Ashton called him again and said he wants to come to work. Mr. Clevenger and his wife decided they are going to hire him on persistence alone because in today's world finding a young kid that wants to work is amazing. Mr. Clevenger said Ashton came today and tomorrow he is having open-heart surgery. Mr. Clevenger said Ashton asked him when he thinks they are going to open up and he told him hopefully soon.

Mr. Clevenger continued reading "Please be aware, upon receipt of this correspondence, continued operation of the trailer in the Historic District may subject you to violations and penalties described in Chapter 98 of the City Code." Mr. Clevenger said again, there is no City Code.



Mr. Clevenger read “The City sincerely apologizes for any inconvenience this may cause. Nonetheless, the City must continue to exercise its governmental functions through the continued enforcement of the City Code.”

Mr. Clevenger read “Thank you in advance for your cooperation and I look forward to hearing from you soon.” Mr. Clevenger said on Saturday he and his wife were floored as they have invested over \$200,000. Mr. Clevenger said now he is meeting with people and trying to figure out how he is going to save his livelihood.

Mr. Clevenger said he hired an attorney who emailed the City pointing out the fact the City does not have full immunity to do what they did and his attorney referenced an actual case for it.

Mr. Clevenger said ABC-13 news has been out and conducted a great interview. Mr. Clevenger said he thinks everyone is truly baffled. Mr. Clevenger said it points out the heart of the situation which is what in the world is wrong with ice cream in the Historic District. Mr. Clevenger said just because maybe six people come out and say this is atrocious and we cannot have this, but just on the mere fact that these folks took time out of their day right now to support them says something because everyone wants ice cream.

Mr. Clevenger said he has followed the laws set in place and of no fault of his own, the City officials want to take away his \$200,000 investment from him. Mr. Clevenger said his question to every single person here is if this can happen to him, then who is next. Mr. Clevenger said this sets a precedent of where it could be.

Mr. Clevenger said he wants to share another letter of support from Whitley Vineyards. Mr. Clevenger said this family has been in the Montgomery area since 1991 and they are some of the most giving and fair people that Montgomery could speak of. Mr. Clevenger passed the letter around for all to view.

Mr. Clevenger said in closing he heard through the grapevine today that he did not apply for his mobile food vendor permit. Mr. Clevenger said he did not get approval from the County until July 8, 2021, and a curveball was sent to him on July 10, 2021. Mr. Clevenger said he is here now with his completed application and attached check and is asking for City Council to approve this right now. Mr. Clevenger said no one likes lawsuits and he is not threatening in

any way. Mr. Clevenger said a letter like this leaves no one with a choice but to defend what they can have.

Mayor Countryman asked Mr. Clevenger to please provide the recordings he has and asked who told him they do not want him to have the trailer. Mr. Clevenger said Mr. Dave McCorquodale, Assistant City Administrator.

Mr. Clevenger said his attorney has already sent a letter of correspondence back that has been unanswered as of yet today because the City Council has yet to respond. Mr. Clevenger said he understands where it is at and he has all the documented information. Mr. Clevenger said it does not need to go this far. Mr. Clevenger said City Council members have already said to him what are you talking about, you have already been approved.

Mayor Countryman said we are here to talk about the Ordinance, not your specific business. Mayor Countryman said she just wants to make sure Mr. Clevenger understands it is the Ordinance that is the business and they are not voting on his business. Mr. Clevenger asked then why did he receive the letter. Mayor Countryman said that is a separate business and tonight for City business they are talking about the Ordinance and amending the Ordinance. Mayor Countryman said that is what is on the Agenda. Mr. Clevenger asked then why did they send the letter. Mr. Clevenger said three of the City Council members did not even know this letter existed and that is on record. Mr. Clevenger asked who instructed the City Attorney to send a letter to him stating his business is done. Mayor Countryman said she would have to ask Mr. Tramm that question. Mr. Tramm replied that came from staff. Mayor Countryman said they are here to talk about the Ordinance not to talk about Mr. Clevenger's specific business.

Mayor Countryman said Mr. Clevenger stated he had a recording and they would like to have a copy of that recording, please. Mr. Clevenger said it will go through his Counsel. Mayor Countryman asked if it was one recording or many recordings. Mr. Clevenger said there are numerous recordings. Mayor Countryman asked if they could have a copy of all of them. Mr. Clevenger said through his Counsel he will do that. Mr. Clevenger said if they pass the Ordinance tonight, you destroy his business. Mayor Countryman said no you are incorrect on that. Mr. Clevenger asked then why the letter. Mayor Countryman said Mr. Clevenger you are not understanding. Mayor Countryman said if they approve it or they do not approve it, you still need to get a special use permit. Mr. Clevenger said no. Mayor Countryman said yes you

do. Mr. Clevenger said a special use permit is not there, it is not in the Code and you are trying to enact it today.

Mr. Petrov, City Attorney said Mr. Clevenger is correct in admitting that Chapter 64 was including the reference to the specific use permit, but not because it does not exist because it already exists in Chapter 98. Mr. Petrov said it is in the Zoning Code under 98-88 and if you go through the table you do not have a listing for ice cream sales, but you do not have a listing for a mobile food vendor. Mr. Clevenger said but they do not have a policy either. Mr. Petrov said that is exactly right. Mr. Petrov said if you go to item (b) under the table it says that if there is no listing then a specific use permit is required.

Mayor Countryman said if you go back and look at what you were approved for, Planning and Zoning approved the artwork on the trailer. Mr. Tramm said what Planning and Zoning approved included the signage and the layout of the property. Mr. Tramm said what was provided by Mr. Clevenger was a singular trailer, several tables and it was on the drawing he provided that it would be an ice cream truck. Mr. Tramm said when Mr. Clevenger brought in or let someone else bring in a coffee trailer that was operating that was another item that was not what Planning and Zoning approved. Mr. Tramm said that meant that staff reviewed that item that was not what Planning and Zoning approved and discussed with the City Attorney what the proper steps would be because now instead of having a single trailer on the property you have two trailers. Mr. Tramm said you have one that is an ice cream trailer that back in November 2020 they were working with you to get permitted and as of now still is not permitted. Mr. Tramm said if Mr. Clevenger had provided that item on that day they would have processed it and gotten it to him quickly. Mr. Tramm said staff discussed that a new trailer had been brought to the property, one that was not approved or reviewed by Planning and Zoning, and the owner of the trailer is expecting to stay there permanently, not operating as a mobile vendor. Mr. Tramm said that is what caused the staff discussion with the City Attorney's office and that is what led to the City Attorney identifying the correct operation for staff at that point where previously that is when a special use permit would have been needed. Mr. Tramm said that is something that staff did not catch which is why it was not mentioned previously. Mr. Tramm said that was a mistake on staff and he apologizes for that, but it is something the City Attorney identified after the secondary truck came out and that is what generated the letter. Mr. Tramm said the item that was in violation was not the non-operational ice cream trailer, it was the coffee trailer.

Mr. Clevenger asked if Mr. Tramm and City Council had this discussion and you had your ducks in a row to prove he was wrong, why would you list an ice cream trailer in that certified letter sent to him. Mr. Clevenger said it stated he could not operate his ice cream trailer on his property and never once mentioned a coffee trailer. Mr. Clevenger stated Mr. McCorquodale worked with Mr. Jenkins and his wife to open this and present it to Planning and Zoning and when they started going through the proper motions somehow this was removed from the Planning and Zoning agenda because did they know this letter was going to come out. Mr. Clevenger said yet three of the five City Council members did not even know this letter was going to be generated. Mr. Clevenger said if they are saying it is all over the coffee trailer then why was he not told because you just said it had nothing to do with this ice cream trailer. Mr. Clevenger said it had nothing to do with the fact of him opening an ice cream trailer that he has already been approved for and right here in front of everyone you say it had to do with the coffee trailer. Mr. Clevenger asked why is it not in the certified letter.

Mr. Tramm said you say you have been approved for the ice cream trailer but you were only approved for a variance to not have a platted property. Mr. Tramm said a variance to not have a platted property does not mean you can just conduct business.

Mrs. Clevenger asked why they did not respond to their attorney today. Mr. Petrov said he did not have time today.

Mr. Clevenger said it is going to be public record unless City Council steps up and does the right thing. Mr. Clevenger said mistakes happen, but you set the precedent and we all agreed through Zoom meetings and documented conversations that he did it the way the County wanted it. Mr. Clevenger said we can say over and over that we are not talking about City business, but we are talking about City business because if you enact on an ordinance today after the fact, you are putting him out of business. Mr. Clevenger said we are talking about this right now.

Mr. Clevenger said you sent the letter and now the City Administrator says it had nothing to do with his ice cream truck, it had everything to do with the coffee trailer. Mr. Clevenger said he went through the proper motions he was instructed to do back in November 2020 and even Planning and Zoning members were saying they want the coffee. Mr. Clevenger said a Planning and Zoning Board member was telling him they cannot wait to see him come. Mayor

Countryman said we are here to talk about the ordinance, we are not here to talk about your individual business.

Kevin Lacy said he is aware there are a couple of City Councilmen who he has spoken with that have said no matter who it is, they do not want a food truck in downtown Montgomery. Kevin Lacy said he told them it is not about what you want, it is about what the voters want. Kevin Lacy said the voters want food trucks and they want revenue. Kevin Lacy said food trucks have been proven by Conroe to bring revenue. Kevin Lacy said they come downtown to get a coffee, to get ice cream, shop, and walk around. Kevin Lacy said they have a lot of really cool things for families like the movie nights and things like that and there is nothing wrong with expanding our horizons. Kevin Lacy said it is small-minded to think we are going to be against something just because we do not like it. Kevin Lacy said it is not our job to like it or not. Kevin Lacy said we are City Council and we do what you want because that is what this is about.

Kevin Lacy said Item #6 has everything to do with putting another roadblock in front of you. Kevin Lacy said he has had conversations with Mr. Tramm, Mr. McCorquodale, and everyone else and the story has changed 10,000 times. Kevin Lacy said we have gone from blaming Mr. McCorquodale for the mistake to talking with the media reporter and blaming Mr. Petrov for the mistakes because he sent the letter to the wrong person. Kevin Lacy said to take responsibility and stand up. Kevin Lacy said they have been putting roadblocks in front of this man for almost a year and he has spent over \$200,000 doing what he needed to do to make it right. Kevin Lacy said this item needs to be taken off and postponed to another meeting until we make something right with him first. Kevin Lacy said that is his opinion and he does not even think it is worth arguing about because he is not going to argue about it. Kevin Lacy said they know there are people downtown that are against Mr. Clevenger for many political reasons. Kevin Lacy asked Mr. Clevenger who his primary competition is in Montgomery. Mr. Clevenger said he does not see that as an issue at all. Kevin Lacy said there is none so what is the problem then. Mr. Clevenger said he would be complimenting the town and businesses.

Mayor Countryman said Mr. Clevenger can open he just has to get a special use permit and that is all that needs to happen. Mr. Clevenger said it did not require that, he did not need it, it was not voiced and never had been. Mayor Countryman said they will listen to the recordings and see if a special use permit was discussed. Mayor Countryman said if what you are trying to use the property for is not designated already you have to have a special use permit. Mayor

Countryman said they have done this for all other properties and they do this for everyone. Mayor Countryman said Mr. Clevenger is not singled out.

Mr. Clevenger said he is absolutely being singled out. Mr. Clevenger said the City Attorney was instructed by staff. Mr. Clevenger said Mr. Tramm is not going to go out on his own and instruct the City Attorney to send a letter of this magnitude and to tell him his \$200,000 has gone straight out the window. Mr. Clevenger said Mr. Tramm was instructed by someone. Mr. Clevenger said three of the City Council members, a majority of City Council, did not even know this letter existed so someone instructed the City Attorney to send this letter. Mr. Clevenger said regardless of how it was sent out, it stated he is in violation of a code that does not even exist. Mr. Clevenger said his counsel who is representing him sent a letter responding to the City Attorney and if Mr. Tramm did not do it the only reason why he did not do it is that he is under the contract and the duty of the City Council. Mr. Clevenger said someone instructed him not to get back with his attorney. Mr. Clevenger said when you vote on it this evening you are going to dash his money, investment, his time, the people's ice cream cones and it will be gone. Mr. Clevenger said then they are going to enter into a lawsuit. Mr. Clevenger said the majority of the community wants this ice cream stand to open up. Mr. Clevenger said Mr. Tramm just said this has nothing to do with the ice cream stand. Mr. Clevenger said the majority of the community wants this ice cream stand and City Council is going to go out on their own or certain members of it and put the City into a lawsuit and guess who pays for that lawsuit. Mr. Clevenger said we all do, our taxpayer's money. Mr. Clevenger said this should not even be done because it has already been accomplished and approved. Mr. Clevenger said the City is going to fight him and enter into a lawsuit that he has to protect his investment and turn around and fight the same thing that they want and that is lunacy. Mr. Clevenger said he implores City Council respectfully this was approved and done as he is within weeks of opening an ice cream stand with employees.

T.J. Wilkerson asked Mr. Clevenger if he purchased the lot in August. Mr. Clevenger said yes. T.J. Wilkerson asked if he went through Planning and Zoning. Mr. Clevenger said yes. T.J. Wilkerson asked if he told Planning and Zoning the whole deal and they did not have any issues. Mr. Clevenger said correct. T.J. Wilkerson asked if it came before City Council. Mr. Clevenger said yes. Mayor Countryman said they approved a variance. Mayor Countryman said Planning and Zoning approved the signage and the drawing that was submitted. Mayor Countryman said everyone has to have signs approved in town. T.J. Wilkerson said City

Council approved a variance and asked if in the permit it stated electrical and water. Mr. Clevenger said he did get an electrical permit. Mr. Clevenger said between Mr. McCorquodale and himself he said the electrician did not pull the actual full permit. Mr. Clevenger said Mr. McCorquodale said to go in and pull the electrical permit which the electrician did today and leave two openings in the line so they can inspect it and inspect the breaker box. T.J. Wilkerson asked if he had to get a water permit. Mr. Clevenger said he did not get a water permit. Mayor Countryman said they gave him a variance for it.

Mr. Clevenger said they kept going back and forth and Mr. Tramm said you keep going up against a wall as one person wants this, and one wants that, but what does the County say. Mr. Clevenger said he provided what the County said. Mr. Clevenger said he met with the County and held up the paper for the approval from the County. Mr. Clevenger said the County supersedes the City in this instance and he did what the County wanted. Mr. Clevenger said the City Administrator and the Assistant City Administrator who he had been working with the entire time told him he was good to go, just bring them the approval and they will sign it. Mr. Clevenger said granted the coffee trailer came and he gets that, but they were going through the proper motions. Mr. Clevenger said he is impressed with Mr. McCorquodale and his great attention to detail in his work. Mr. Clevenger said he is a great asset to this City. Mr. Clevenger said Mr. McCorquodale created the plan which was presented to Planning and Zoning and City Council in November and it was all approved showing where his trailer was. T.J. Wilkerson asked if his trailer was going to be stationary. Mr. Clevenger said it is going to be fixed and everyone agreed with that.

Julie Davis said November 10, 2020, the meeting took place under section 78-3. Julie Davis said the only thing City Council approved was the request to waive the platting requirement for a property to receive water and sanitary sewer service for Texas Twist & Shakes, LLC located at the northeast corner of Caroline and Liberty Streets. Julie Davis said the only thing they waived was platting requirements for water and sewer and that is the only thing that has ever come before City Council of what she can find documented.

Mr. Clevenger said when you first start to obtain a permit you do not go to City Council, City Council directs you to go to Planning and Zoning to approve it. Mr. Clevenger said then Planning and Zoning considers if it is to be approved, however, it is always subject to City Council. Mr. Clevenger said no issues were raised.

Julie Davis said Mr. Tramm mentioned that no one on staff looked at the current law, not what they are talking about amending tonight. Julie Davis said nobody looked at it and apologized and took ownership as it is their fault because they did not look at it, but if you pull up the City law which is available on the City website under section 98-88 as per Mr. Petrov's quoting, if you scroll through all the permitting uses you are right, there is not an ice cream trailer there, but when you scroll down to (b), it very specifically states any use not specifically permitted in this table or in the use regulations of each district set up below shall require a special use permit after the approval by City Council. Julie Davis said one, they have to approve it, and then it is still going to require a special use permit no matter what changes here because that is what is in the law and because they went back and looked at it, now they all know it and cannot ignore it.

Mrs. Clevenger asked if everyone has seen the letter from their attorney. Julie Davis said no she has not seen anything from their attorney.

Mayor Countryman said they are here to do City business not to satisfy this tonight. Mayor Countryman said they are here to do the ordinance. Mayor Countryman said they cannot even vote on it because they have to vote on the ordinance and nothing else this evening. Mayor Countryman said this ordinance is not about one particular business and the ordinance is very general for the City.

Mrs. Clevenger said City Council approved the variance for the electricity and water. Mr. Tramm said that does not go to City Council for approval. Mayor Countryman said they do not approve electricity. Mr. Tramm said what Julie Davis read was the only item approved by City Council. Mrs. Clevenger said they have money in that which is what their attorney sent to them. Mrs. Clevenger said since that was approved they will just have to see them in court then. Mrs. Clevenger said they are going to get their money back which is around \$60,000. Mr. Clevenger said this is a \$60,000 mistake made by the City. Mr. Clevenger said they will have to enter into a lawsuit.

Kevin Lacy said to Julie Davis' point, that is what was approved and that is right and is exactly what the meeting minutes are. Kevin Lacy said he thinks when a customer or a business owner of the City comes to them for guidance he thinks the responsibility is on them to make sure they know everything. Mayor Countryman asked if that is the City or City Council. Kevin Lacy said the City because that is what they are hired and paid for to do and if they miss something



and it was a huge thing which was admitted per their letter to Mr. Clevenger, they need to step up and do the right thing. Kevin Lacy said staff needs to admit they made a mistake, and they want to make it right. Kevin Lacy said they need to take care of this and revise some of the City ordinances to make sure this does not ever happen again. Kevin Lacy said item #6 on the Agenda does impact the future approvals of what Mr. Clevenger is intending to do.

Kevin Lacy said he is going to ask that City Council tables this for the next meeting. Kevin Lacy said he thinks they need to discuss this with their attorney and make sure that it is being fair to Mr. Clevenger, all future food trucks, and small businesses coming into Montgomery. Kevin Lacy said he thinks right now it is too emotional and they need to discuss it and make things right. Kevin Lacy said they made the mistake as a City and says City Council too because they hired them and City Council is just as responsible as City staff. Kevin Lacy said he is upset as a City Councilman as he did not know Mr. Clevenger was getting a letter and he thinks he should know these things. Kevin Lacy said he is very upset that they know the current political climate in the town and they know who they are dealing with and know what has been going on for the past nine months. Kevin Lacy said to sit there and say we just approved a sign, well guess what, Mr. Clevenger we would like to approve the sign holder as well. Kevin Lacy said he thinks they need to discuss this and table it for the next meeting. Kevin Lacy said he does not want to vote on this today.

Byron Sanford said he would like to second the motion.

Discussion: Byron Sanford said he talked with Mr. Clevenger and shared with him the old saying that everyone's perception is 100 percent their reality and there is just so much that Mr. Clevenger obviously thought and then there is so much that City management thought. Byron Sanford said he would like to say to the coffee owner, God has you, you will be fine, and you have plenty of people who will help you. Byron Sanford said everyone has opinions about aesthetics, district issues, and strong feelings about what happened 50, 25, and 10 years ago when he was not even on City Council. Byron Sanford said he spent 22 years at Sour Lake and they had a nice town square. Byron Sandford said it took forever to get a handful of people that did not want to see them grow until they finally got a Sonic. Byron Sanford said he appreciates everyone's prayers who were with him on this because this has been nerve-racking for all of us. Byron Sanford said he concurs with Kevin Lacy that emotions are high and he will say that he has been consistent with the idea that they want everyone to succeed. Byron Sanford said when he sees business owners who own brick and mortar and are fighting the Amazon age and

the Walmart and delivery age, he has a passion for them as well. Byron Sanford said whatever they do going forward when you talk about a lawsuit he googled it and all over the country you get the same thing, food truck versus whomever. Byron Sanford said they are a four-block by two-block Historic District and are very small and he does not want to take a bulldozer to these people that sacrificed and knock the buildings down and kill their dreams either. Byron Sanford said if he is not mistaken, they have a food truck permitted. Byron Sanford said at the Hills of Town Creek if he had the capital he would be up there because he has 70 to 80 people all up and down Brock's Lane and Scenic Hill for the past three months building, inspecting, and going by there. Byron Sanford said he is in the HOA and he would pull for them. Byron Sanford said let them up there for an hour or two. Byron Sanford said there is a mobile element when you put wheels on it and they play by a set of rules. Byron Sanford said Tomball has restrictions that if you are mobile you can stay four hours in the spot but you have to move 100 yards after the four hours to meet the qualifications of mobile. Mr. Clevenger said Tomball also has an establishment called 403's that is owned by the Mayor and it is a food truck park. Mr. Clevenger said he is not trying to create a food truck park. Byron Sanford said he thinks that Mr. McCorquodale was envisioning one and then in the last ten days the coffee truck came in and they said wait and that may have given rise to the letter which he did not see either. Byron Sanford said there have been many mistakes made.

Mr. Clevenger said he is not trying to create it and he did not do anything. Mr. Clevenger said they came to him by way of two City business owners in the community and he thinks they all agree what the story is and what they have done. Mr. Clevenger said he agrees with Byron Sanford's brick-and-mortar statement. Mr. Clevenger said the City of Conroe's Mayor is championing and jumping from the rooftops saying they have a food truck park in their Historic District and it is going to help their brick and mortar stores. Mr. Clevenger said his trailer is bringing something that compliments the entire town. Mr. Clevenger said he guarantees that it is hard and frustrating to sit in those antique shops and hope and pray that someone walks through that door. Mr. Clevenger said he owns another business in Pennsylvania and it is a godsend every time that door opens up and he respects that. Mr. Clevenger said he was approved for this permit and he is going to be here and compliment the entire City. Mr. Clevenger said they need to create an energy for the City and have people come to the City, but they have to come first and in one of the sections of the amendment you want to say 7:00 p.m. and he provided this analogy with Mr. Wilkerson and many others. Mr. Clevenger said a perfect example is they are going to lower the speed limit on SH 105. Mr. Clevenger said say

some individual works in The Woodlands on Research Forest and they live in Town Hills development. Mr. Clevenger said they are a good hour away right now and with the speed limit change, it is going to bog them down even more with a 45 MPH speed zone through this construction. Mr. Clevenger said by the time this person gets home it is 6:00 p.m. or 6:30 p.m. Mr. Clevenger said this person then decides to go and check out what is going on in the City. Mr. Clevenger said in the ordinances right now that they want to pass, an establishment has to close at 7:00 p.m. Mr. Clevenger said closing at 7:00 p.m. in Texas in the evening is not even realistic.

Byron Sanford said they have a motion and he seconded it. Byron Sanford said there are procedural and legal things and then you throw in a heavy dose of emotions, he thinks they can do better and they need to do better going forward. Byron Sanford said this is a complex deal. Byron Sanford said when he looks at the revitalization that is about to happen here in town and the lighting, the shrubs, and everything else, the people are going to come for that. Byron Sanford said good things are about to happen and that traffic is going to come. Byron Sanford said we need to support our residents and our small businesses. Mr. Clevenger said the City Administrator even said that revitalization is going to help his establishment.

Mr. Clevenger said he would like to ask one more time if they can approve his mobile vendor permit. Mayor Countryman said it is not on the Agenda and they cannot do it tonight. Mr. Clevenger asked if he could come in tomorrow. Kevin Lacy asked if they could do it right after the City Council meeting. Mayor Countryman said they can conduct business after the City meeting. Mr. Tramm said when permits come in it gets stamped and signed. Mr. Tramm said the City Secretary will check and make sure all the details are there which includes verifying insurance. Kevin Lacy said they will get it done first thing in the morning.

Mayor Countryman said there is a motion on the floor to table item #6 on the Agenda.

The motion carried unanimously. (5-0)

**EXECUTIVE SESSION:**

The City Council reserves the right to discuss any of the items listed specifically under this heading or for any items listed above in executive closed session as permitted by law including if they meet the qualifications in Sections 551.071(consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation

regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Government Code of the State of Texas.

No action was taken.

**POSSIBLE ACTION FROM EXECUTIVE SESSION:**

No action was taken.

**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.

Julie Davis said there are five lights out at Cedar Brake Park near the bathroom and were still out as of Sunday night. Julie Davis said she did make sure to stop and tell Officer Tim Bauer and he made sure to put in a work order.

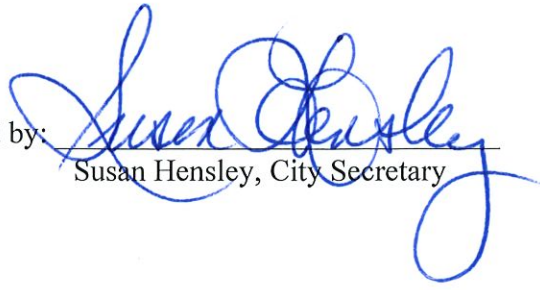
Julie Davis said the sink at the Community Center in the women's restroom was on the floor on Sunday night and it was nonfunctional when they had Movie in the Park.

Julie Davis said she wanted to make sure there is a follow-up to both of those because she feels that aesthetically if they are going to do an event there they should make sure to have maintenance do a walk-thru and check those things. Mr. Tramm said he will notify Public Works in the morning and also ask them when they do have something there like move night that it be checked before the event.

**ADJOURNMENT**

Kevin Lacy moved to adjourn at 7:50 p.m. Julie Davis seconded the motion, the motion carried unanimously. (5-0)

Submitted by:



Susan Hensley, City Secretary

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

\_\_\_\_\_  
Mayor Sara Countryman

## PROCLAMATION

**WHEREAS**, Paislee Bell began competing in 2014 and in her first season of competitive gymnastics, Paislee made it to the District 5 Championships where she finished fourth on bars and fifth all around; and

**WHEREAS**, during the 2015-2016 season, Paislee competed at the Houston National Invitational where she won the bars, beam, floor, and all-around titles. The next fall season, Paislee finished up her season at the Texas South State Championships where she brought home gold medals on bars and beam and earned a silver medal in the all-around; and

**WHEREAS**, during the 2017 season, Paislee kicked off her season at the Boots & Bling District 5 Qualifier and finished fourth place on bars; and

**WHEREAS**, in February 2018 at the Biles Invitational Paislee finished second on floor and third on beam. Paislee finished her compulsory season in the fall of 2018 and finished as the Texas State beam champion as well as finishing second place in the all-around and third place on bars; and

**WHEREAS**, during the 2020 season, Paislee kicked off her season at the Alamo Classic where she finished second on bars and third on floor and all around. Paislee improved her all-around score at each meet throughout the season and had her best showing at the Biles International Invitational in February winning the bars, floor, and all-around titles; and

**WHEREAS**, during the 2021 season Paislee won the following: Texas State All Around Champion (#1 in Texas), Texas State Bar Champion (#1 in Texas), Region 3 Beam Champion (#1 out of 7 states), Region 3 All Around Silver Medalist (#2 out of 7 states) and Western Bronze Medalist on Floor (#3 out of 24 states).

**WHEREAS**, currently, Paislee is a level 9/10 gymnast, she trains 34-hours per week (six days a week) at the World Champions Centre, home of Simone Biles. Paislee attends homeschool where she is a grade ahead and expects to graduate in 2027.

**NOW, THEREFORE**, be it proclaimed that the Mayor and Members of City Council of the City of Montgomery do recognize a truly remarkable athlete and resident of the City of Montgomery, Paislee Bell, and congratulate her on her outstanding accomplishments in gymnastics.

**PASSED, APPROVED AND ADOPTED** this 27<sup>th</sup> day of July, 2021.

\_\_\_\_\_  
Mayor Sara Countryman

ATTEST:

\_\_\_\_\_  
Susan Hensley, City Secretary

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> July 27, 2021	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> Dave McCorquodale

**Subject**

Consideration and possible action regarding the Final Plat for Town Creek Crossing Section One as submitted by LeFevre Development, Inc.

**Recommendation**

Approve the Final Plat for Town Creek Crossing Section One as presented.

**Discussion**

This subdivision is located on the northwest corner of Lone Star Parkway and Buffalo Springs Drive. Section One includes 102 residential lots and 14 reserves. The Planning & Zoning Commission approved the Final Plat at their Special Meeting held on July 20, 2021. The City Engineer’s memo is attached.

<b>Approved By</b>		
Asst. City Administrator	Dave McCorquodale	Date: 07/23/2021
City Administrator	Richard Tramm	Date: 07/23/2021



July 1, 2021

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

Re: Submission of Final Plat  
Town Creek Crossing, Section 1  
City of Montgomery

Dear Commission:

We reviewed the Final Plat submission for Town Creek Crossing Section 1, owned by LeFevre Development, Inc. ("the Owner"), on behalf of the City of Montgomery. The Owner has requested platting of the tract for the development of 102 single-family residential lots and 14 reserves.

Our review was based on The City of Montgomery's 2004 Code of Ordinances, Chapter 78, Section 61 and any other applicable chapters. We offer no objection to the plat as submitted. We recommend the Commission approve the plat conditional upon receipt of a performance bond for 100% of the remaining construction contract amount in a format acceptable to the City.

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

Sincerely,

Chris Roznovsky, PE  
Engineer for the City

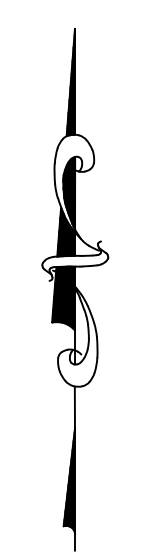
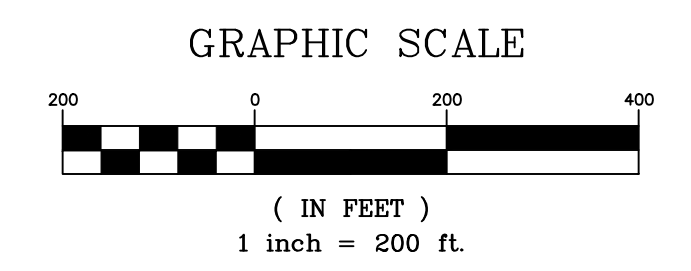
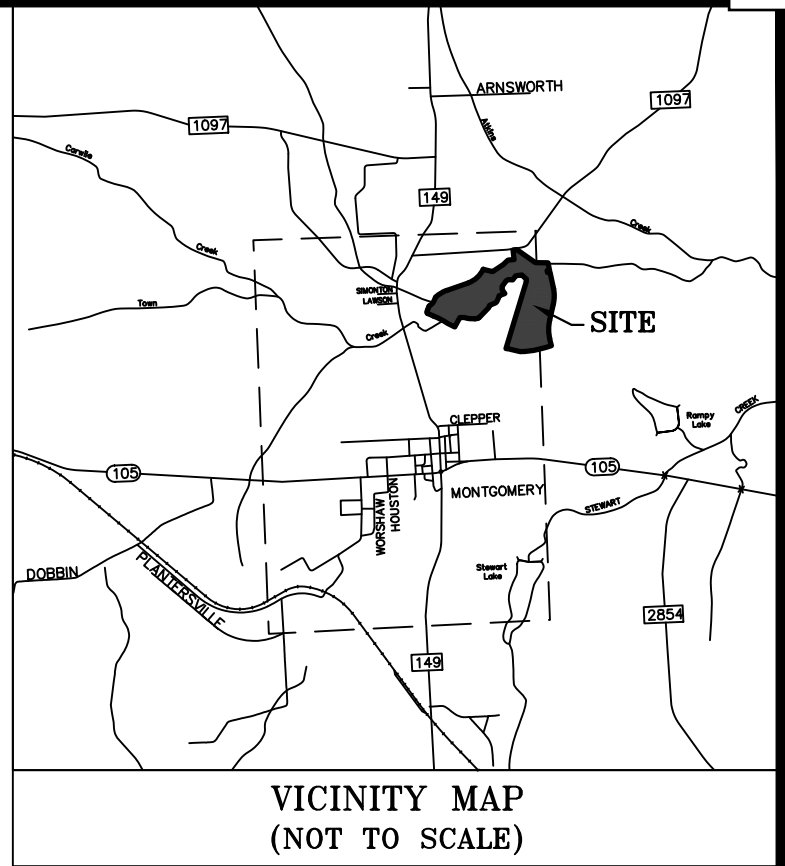
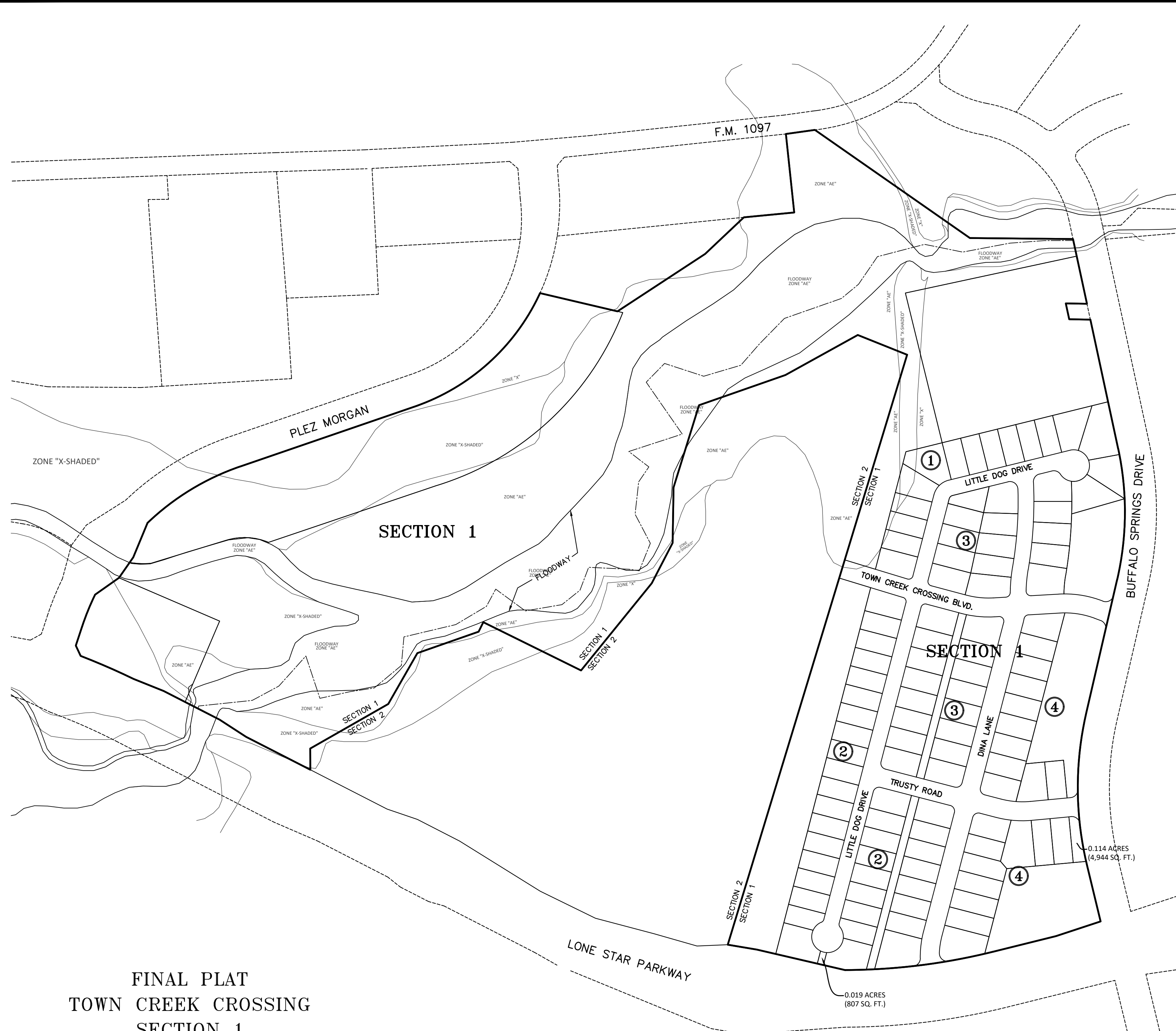
CVR/kmv

Z:\00574 (City of Montgomery)\\_900 General Consultation\Correspondence\Letters\2021.07.01 MEMO to P&Z re Town Creek Crossing Section 1 Final Plat.docx

Enclosures: Final Plat

Cc (via email): The Honorable Mayor and City Council – City of Montgomery  
Mr. Richard Tramm – City of Montgomery, City Administrator  
Ms. Susan Hensley – City of Montgomery, City Secretary  
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney  
Mr. Jonathan White, PE – L<sup>2</sup> Engineering



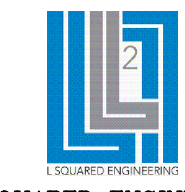


**FINAL PLAT  
TOWN CREEK CROSSING  
SECTION 1**

A RESIDENTIAL SUBDIVISION OF  
89.743 ACRES (3,909,186 SQ. FT.)  
OF LAND IN THE  
JOHN CORNER SURVEY, A-8  
MONTGOMERY COUNTY, TEXAS

**4 BLOCKS \* 102 LOTS \* 14 RESERVES**  
July 2021

**ENGINEER:**



L SQUARED ENGINEERING  
3307 WEST DAVIS ST., STE. 100  
CONROE, TX 77304  
(936)647-0420  
www.lsquarengineering.com

**SURVEYOR:**



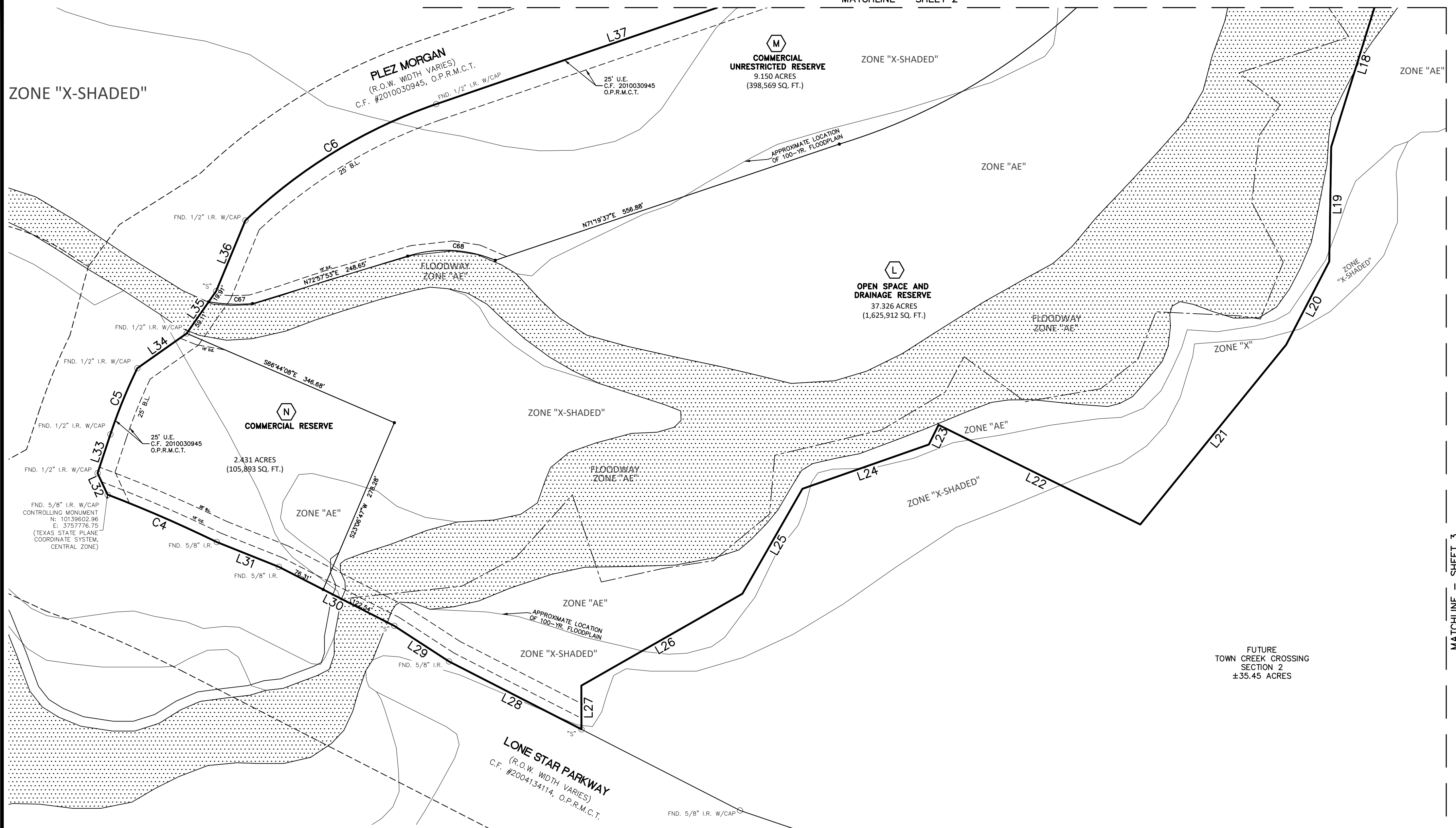
525 SAWDUST ROAD, STE. 200  
THE WOODLANDS, TX 77380  
(281)465-8730  
www.landpoint.net  
TBPELS REG. NO. 10194172

**OWNER:**

LeFevre Development, Inc.  
780 Clepper Drive  
Suite 100  
Montgomery, Texas 77356  
(936)582-1088

X:\2021\21-0365\WORKING\BASE MAPS\21-0365\_TOWN CREEK CROSSING\_SEC.1 (REV. 06.29.21).DWG Jun. 29, 2021-1:30 PM

MATCHLINE - SHEET 2



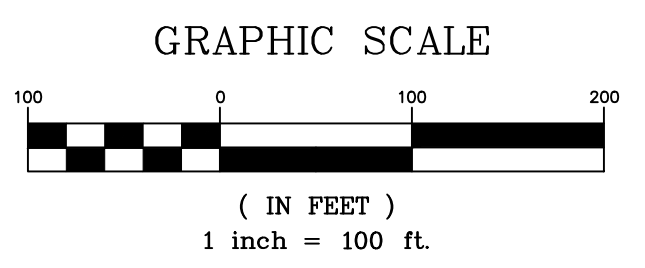
**FINAL PLAT  
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**4 BLOCKS \* 102 LOTS \* 14 RESERVES**  
July 2021

**ENGINEER:** L SQUARED ENGINEERING  
**SURVEYOR:** LANDPOINT  
**OWNER:** LeFevre Development, Inc.  
 780 Clepper Drive  
 Suite 100  
 Montgomery, Texas 77356  
 (936)582-1088

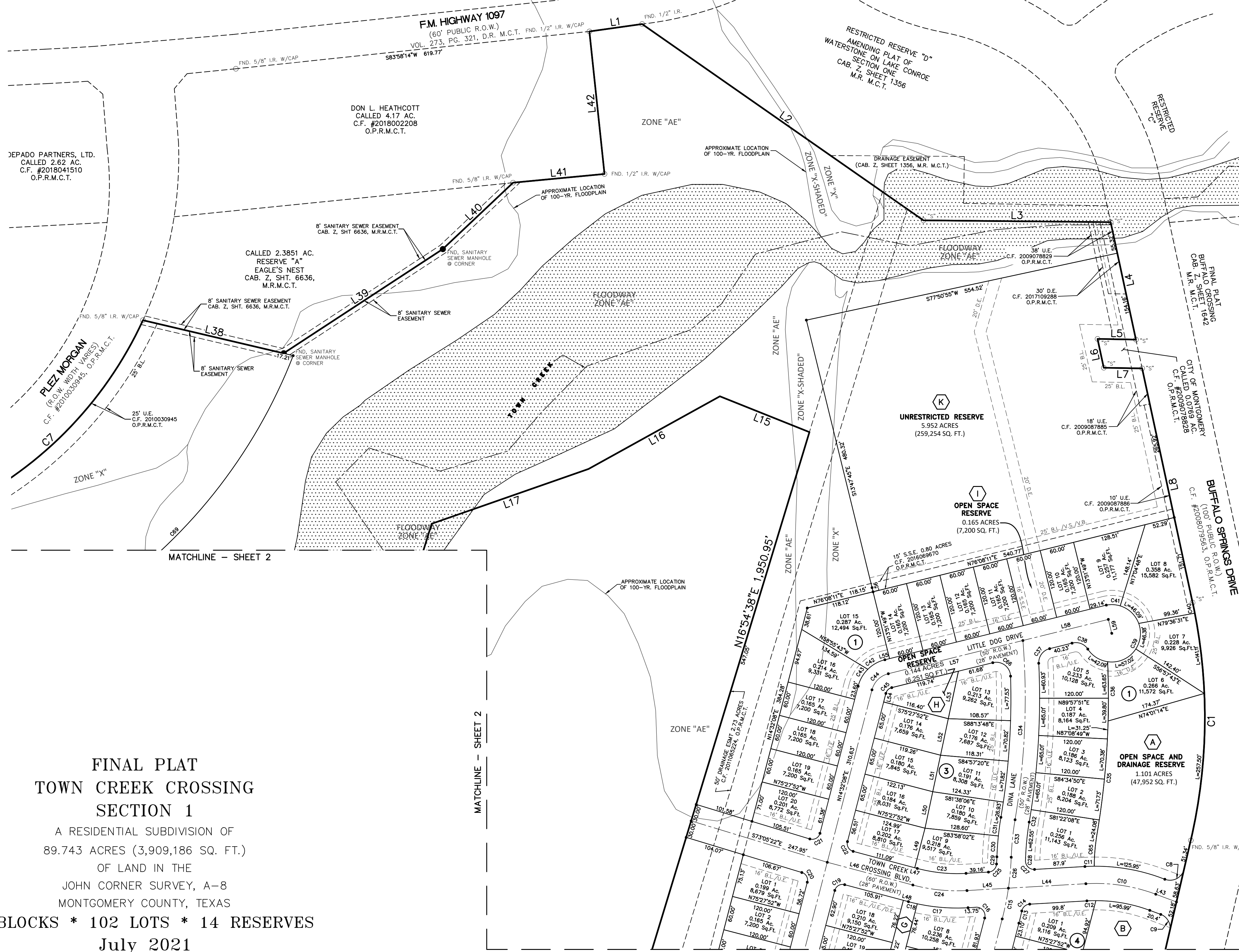
FINAL PLAT  
BUFFALO SPRINGS  
SECTION TWO  
CAB. Z, SHEET 0641  
M.R. M.C.T.



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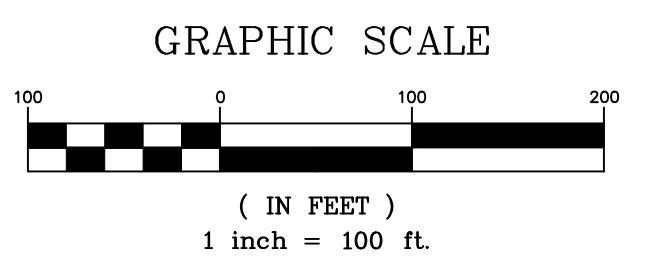
MATCHLINE - SHEET 3





**FINAL PLAT**  
**TOWN CREEK CROSSING**  
**SECTION 1**  
 A RESIDENTIAL SUBDIVISION OF  
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 OF LAND IN THE  
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**4 BLOCKS \* 102 LOTS \* 14 RESERVES**  
**July 2021**

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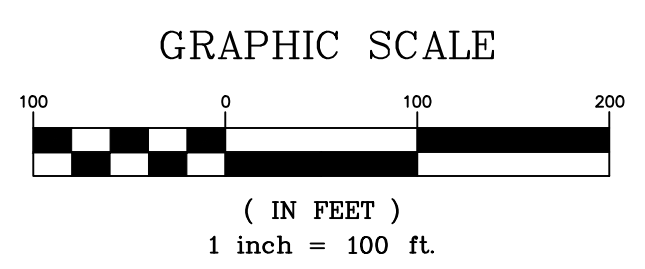
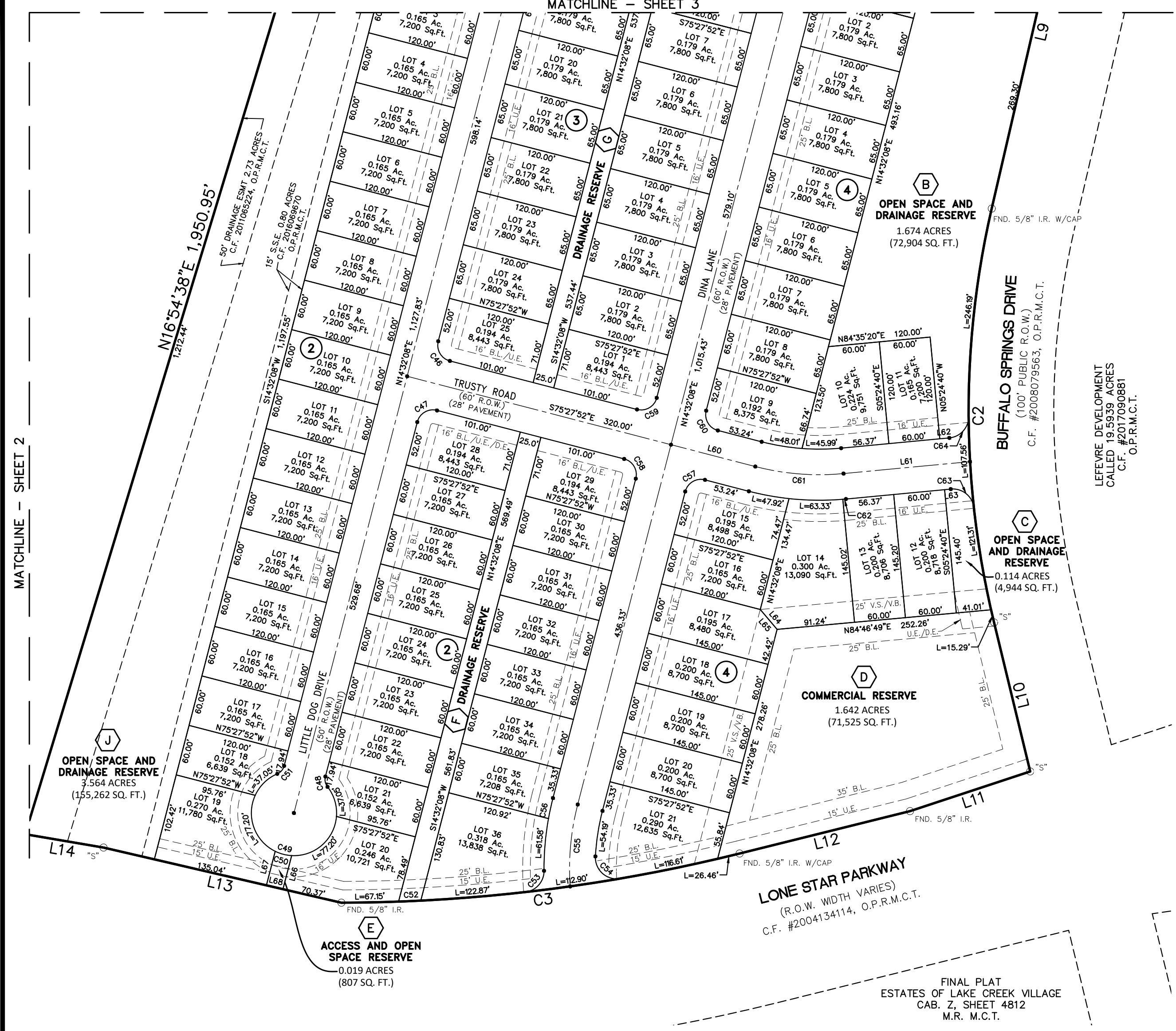


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MATCHLINE - SHEET 2



NO.	Length	Radius	Delta	Chord	Chord Length
C1	418.20'	950.00'	25°13'19"	S00°27'12"W	414.83'
C2	490.18'	1,050.00'	26°44'53"	S00°19'50"E	485.74'
C3	472.15'	1,960.00'	13°48'08"	S82°57'23"W	471.01'
C4	182.78'	2,150.00'	4°52'15"	N66°30'34"W	182.72'
C5	109.75'	800.00'	7°51'36"	N22°07'07"E	109.66'
C6	345.28'	800.00'	24°43'44"	N58°36'51"E	342.61'
C7	539.65'	681.13'	45°23'40"	N47°24'44"E	525.64'
C8	42.92'	25.00'	98°21'27"	S62°13'20"W	37.84'
C9	36.06'	25.00'	82°38'19"	S28°16'33"E	33.01'
C10	124.07'	300.00'	23°41'48"	S81°26'36"E	123.19'
C11	16.27'	330.00'	2°49'27"	N88°07'13"E	16.26'
C12	15.68'	270.00'	3°19'39"	S88°22'19"W	15.68'
C13	22.01'	530.00'	2°22'45"	N13°20'45"E	22.01'
C14	19.52'	15.00'	74°33'07"	N49°25'56"E	18.17'
C15	54.72'	500.00'	6°16'14"	S11°24'01"W	54.69'
C16	28.23'	15.00'	107°49'38"	N39°22'41"W	24.24'
C17	104.78'	330.00'	18°11'30"	N84°11'45"W	104.34'
C18	15.81'	330.00'	2°44'44"	N76°28'22"W	15.81'
C19	22.08'	14.00'	90°21'52"	S59°43'04"W	19.86'
C20	21.41'	14.00'	87°37'30"	S29°16'37"E	19.38'
C21	22.57'	14.00'	92°22'30"	S60°43'23"W	20.21'
C22	21.90'	14.00'	89°38'08"	S30°16'56"E	19.74'
C23	85.73'	270.00'	18°11'30"	S84°11'45"E	85.37'
C24	95.25'	300.00'	18°11'30"	S84°11'45"E	94.85'
C25	21.76'	15.00'	83°06'42"	N45°09'08"E	19.90'
C26	54.11'	500.00'	6°12'02"	S05°09'53"W	54.08'
C27	25.10'	15.00'	95°51'50"	N45°21'35"W	22.27'
C28	4.65'	525.00'	0°30'27"	N02°19'06"E	4.65'
C29	12.70'	475.00'	1°31'55"	N02°49'50"E	12.70'
C30	36.36'	525.00'	3°58'04"	N04°02'54"E	36.35'
C31	32.78'	525.00'	3°34'39"	N07°49'16"E	32.78'
C32	22.03'	1,289.28'	0°58'44"	S09°07'14"W	22.03'
C33	65.85'	500.00'	7°32'43"	S05°50'14"W	65.80'
C34	313.60'	1,264.28'	14°12'42"	S02°30'15"W	312.79'
C35	197.45'	1,409.28'	8°01'39"	S05°35'46"W	197.28'
C36	103.46'	1,409.28'	4°12'22"	N00°31'14"W	103.43'
C37	34.42'	25.00'	78°52'48"	N36°41'47"E	31.76'

NO.	Length	Radius	Delta	Chord	Chord Length
C38	31.40'	25.06'	71°47'39"	S69°21'43"E	29.39'
C39	216.07'	50.00'	247°35'40"	N22°49'00"E	83.10'
C40	18.89'	950.00'	1°08'21"	N11°35'16"W	18.89'
C41	24.49'	50.00'	28°03'38"	S86°57'01"E	24.24'
C42	34.40'	64.00'	30°48'01"	N60°44'10"E	33.99'
C43	34.40'	64.00'	30°48'02"	N29°56'09"E	33.99'
C44	41.93'	39.00'	61°36'03"	N45°20'09"E	39.94'
C45	15.05'	14.00'	61°36'03"	S45°20'09"W	14.34'
C46	29.85'	19.00'	90°00'00"	S30°27'52"E	26.87'
C47	29.85'	19.00'	90°00'00"	N59°32'08"E	26.87'
C48	12.82'	14.00'	52°27'20"	N11°41'32"W	12.37'
C49	248.63'	50.00'	284°54'41"	S75°27'52"E	60.94'
C50	20.14'	50.00'	23°04'26"	N75°27'52"W	20.00'
C51	12.82'	14.00'	52°27'20"	S40°45'48"W	12.37'
C52	26.15'	1,960.00'	0°45'51"	N87°30'45"E	26.15'
C53	36.64'	25.00'	83°58'53"	S41°32'52"W	33.45'
C54	44.85'	25.00'	102°47'57"	N48°21'45"W	39.08'
C55	96.99'	300.00'	18°31'25"	S05°16'25"W	96.57'
C56	24.69'	330.00'	4°17'11"	N12°23'32"E	24.68'
C57	29.85'	19.00'	90°00'00"	N59°32'08"E	26.87'
C58	29.85'	19.00'	90°00'00"	S30°27'52"E	26.87'
C59	29.85'	19.00'	90°00'00"	N59°32'08"E	26.87'
C60	29.85'	19.00'	90°00'00"	N30°27'52"W	26.87'
C61	104.44'	300.00'	19°56'48"	N85°26'16"W	103.91'
C62	3.63'	330.00'	0°37'51"	S84°54'16"W	3.63'
C63	38.90'	25.00'	89°09'34"	S50°49'53"E	35.10'
C64	37.08'	25.00'	84°58'16"	S42°06'12"W	33.77'
C65	57.14'	355.00'	9°13'22"	N04°59'55"E	57.08'
C66	44.53'	25.00'	102°02'57"	N52°50'21"W	38.87'
C67	67.57'	259.34'	14°55'39"	S87°44'25"E	67.38'
C68	137.28'	195.95'	40°08'25"	S87°14'06"E	134.49'
C69	836.60'	922.87'	51°56'23"	N47°14'49"E	808.25'

No.	Bearing	Length
L1	N82°02'15"E	92.69'
L2	S55°05'51"E	598.05'
L3	S89°26'33"E	326.41'
L4	S12°09'05"E	209.48'
L5	N89°00'22"W	66.98'
L6	S12°09'05"E	51.35'
L7	S89°00'22"E	66.98'
L8	S12°09'05"E	417.64'
L9	S13°02'36"W	431.45'
L10	S13°37'24"E	179.96'
L11	S71°44'18"W	148.65'
L12	S76°02'16"W	206.15'
L13	N76°56'27"W	286.65'
L14	N80°21'06"W	93.35'
L15	N68°11'31"W	168.14'
L16	S61°02'42"W	261.68'
L17	S70°44'49"W	289.60'
L18	S17°13'22"W	272.04'
L19	S00°58'56"W	175.89'
L20	S27°20'49"W	143.63'

No.	Bearing	Length
L21	S39°02'59"W	355.28'
L22	N63°43'34"W	345.00'
L23	S26°16'26"W	33.44'
L24	S70°40'58"W	205.50'
L25	S29°46'21"W	185.43'
L26	S60°16'23"W	284.38'
L27	S00°12'59"E	66.98'
L28	N62°52'32"W	228.25'
L29	N56°59'56"W	100.12'
L30	N62°53'18"W	198.85'
L31	N68°11'27"W	102.52'
L32	N24°55'35"W	36.09'
L33	N18°17'35"E	62.68'
L34	N54°49'11"E	92.60'
L35	N34°53'40"E	79.01'
L36	N22°27'44"E	117.49'
L37	N71°02'38"E	595.09'
L38	S76°45'52"E	251.85'
L39	N56°46'50"E	331.60'
L40	N46°38'16"E	168.72'

No.	Bearing	Length
L41	N84°32'45"E	160.02'
L42	N06°02'45"W	249.91'
L43	S69°35'43"E	38.48'
L44	N86°42'30"E	135.24'
L45	N86°42'30"E	72.35'
L46	S75°06'00"E	154.39'
L47	N75°06'00"W	4.57'
L48	S75°06'00"E	9.19'
L49	N14°31'47"E	71.21'
L50	N12°00'43"E	65.06'
L51	N12°00'43"E	65.06'
L52	N12°00'43"E	65.06'
L53	N12°00'43"E	84.72'
L54	N14°32'08"E	15.38'
L55	N76°08'11"E	8.44'
L56	S13°47'45"E	7.47'
L57	N76°08'11"E	241.68'
L58	S76°08'11"W	153.38'
L59	S13°51'49"E	24.94'
L60	S75°27'52"E	102.24'

No.	Bearing	Length
L61	S84°35'20"W	149.23'
L62	N84°35'20"E	11.27'
L63	N84°35'20"E	7.24'
L64	N40°20'31"W	30.57'
L65	S40°20'31"E	30.57'
L66	S14°32'08"W	40.75'
L67	S14°32'08"W	41.27'
L68	N76°56'27"W	20.01'

## FINAL PLAT TOWN CREEK CROSSING SECTION 1

A RESIDENTIAL SUBDIVISION OF  
89.743 ACRES (3,909,186 SQ. FT.)  
OF LAND IN THE  
JOHN CORNER SURVEY, A-8  
MONTGOMERY COUNTY, TEXAS

**4 BLOCKS \* 102 LOTS \* 14 RESERVES**  
July 2021

ENGINEER:  
**L SQUARED ENGINEERING**  
3307 WEST DAVIS ST., STE. 100  
CONROE, TX 77304  
(936)647-0420  
www.lquaredengineering.com

SURVEYOR:  
**LANDPOINT**  
525 SAWDUST ROAD, STE. 200  
THE WOODLANDS, TX 77380  
(281)465-8730  
www.landpoint.net  
TBPELS REG. NO. 10194172

OWNER:  
LeFevre Development, Inc.  
780 Clepper Drive  
Suite 100  
Montgomery, Texas 77356  
(936)582-1088



STATE OF TEXAS  
COUNTY OF MONTGOMERY

That LeFevre Development, Inc. herein acting individually or through the undersigned duly authorized agents, does hereby adopt this plat designating the herein described real property as the TOWN CREEK CROSSING SUBDIVISION, SECTION 1, 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, and that a rough proportionality exists between the dedications, improvements, and exactions required under such regulations and the projected impact of the subdivision.

IN TESTIMONY WHEREOF, the Lefevre Development, Inc. has caused these presents to be signed by \_\_\_\_\_ its Vice President and its common seal hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Lefevre Development, Inc.

BY: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF MONTGOMERY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ ITS VICE PRESIDENT OF \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN SET OUT, AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

NOTARY PUBLIC

PRINTED NAME \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

SURVEYOR'S CERTIFICATION

THAT I, HAROLD L. MOYER, 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.

HAROLD L. MOYER, R.P.L.S.  
TEXAS REGISTRATION NO. 5656

CITY OF MONTGOMERY

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.

BY: \_\_\_\_\_  
CHRIS ROZNOVSKY, P.E.  
CITY ENGINEER - CITY OF MONTGOMERY

THIS PLAT AND SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING AND ZONING COMMISSION, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
JEFFREY WADDELL, CHAIRMAN  
PLANNING AND ZONING COMMISSION

CITY OF MONTGOMERY

THIS PLAT AND SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
SARA COUNTRYMAN, MAYOR

ATTEST: \_\_\_\_\_  
SUSAN HENSLEY, CITY SECRETARY

COUNTY CLERK

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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, AT \_\_\_\_\_ O'CLOCK \_\_\_\_M., AND DULY RECORDED ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, AT \_\_\_\_\_ O'CLOCK \_\_\_\_M., IN CABINET \_\_\_\_\_, SHEET \_\_\_\_\_ OF RECORDS OF \_\_\_\_\_ FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT CONROE, MONTGOMERY COUNTY, TEXAS THE DAY AND DATE LAST ABOVE WRITTEN.

BY: \_\_\_\_\_  
MARK TURNBULL, CLERK, COUNTY COURT,  
MONTGOMERY COUNTY, TEXAS

BY: \_\_\_\_\_ DEPUTY

**LEGEND / ABBREVIATIONS**

- C.F. CLERK'S FILE NUMBER
- FND. FOUND
- I.R. IRON ROD
- O.P.R. OFFICIAL PUBLIC RECORDS
- M.R. MAP RECORDS
- M.C.T. MONTGOMERY COUNTY, TEXAS
- R.O.W. RIGHT OF WAY
- D.R. DEED RECORDS
- B.L. BUILDING LINE
- U.E. UTILITY EASEMENT
- V.S. VEGETATION SETBACK
- V.B. VISUAL BARRIER
- P.U.E. PUBLIC UTILITY EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- "S" SET 5/8 INCH IRON ROD WITH CAP
- STAMPED "LANDPOINT 10194172"
- PROPERTY MARKER

**NOTES:**

1. All corners are set 5/8 inch iron rods w/cap stamped "Landpoint 10194172" unless otherwise shown or noted.
2. This property is situated in Zones "X", "X-Shaded", "AE" and "AE-Floodway" in Montgomery County, Texas according to FEMA map number 48339C 0200G dated 08/18/2014. 100 year base flood elevations are between 234' and 236'. Warning: This statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.
3. Fencing may be used as the visual barrier in accordance with City of Montgomery Ordinance.
4. Subject to Restrictions recorded under Vol. 72, Pg. 134, Vol. 72, Pg. 143, Vol. 72, Pg. 288, Vol. 89, Pg. 87, Vol. 112, Pg. 392, Vol. 802, Pg. 158, D.R. M.C.T. and C.F.N. 2008-079561, 2009-078829, 2009-087885, 2009-087886, 2011065224, 2016069670 & 2017109288, O.P.R.M.C.T.
5. Bearings were based on the Texas State Plane Coordinate System, North American Datum 1983 (NAD83), Central Zone (4203).
6. One-foot reserve dedicated to the public in fee as a buffer separation between side or end of streets in subdivision plats where such streets abut adjacent acreage tracts; the condition of such dedication being that when the adjacent property in subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and re-vest in the dedicator, his heirs, assigns or successors.
7. Approval of the plat is not an acceptance by the City of Montgomery of any dedication of open space, drainage, or similar reserve. The City reserves the right to access these reserves but is not accepting ownership or maintenance responsibilities of these areas unless done by separate agreement.
8. There is hereby reserved a ten foot (10') building setback line along the rear of each lot line and a five foot (5') building setback line on either side of each lot line unless otherwise shown.
9. There is a 15' wide drainage easement extending from the edge of the existing floodway, based on the most recent FEMA Firm Panel No. 48339C0200G, no additional surveying was done to establish the limits of the existing floodway.

**VARIANCES (APPROVED MAY 12, 2020):**

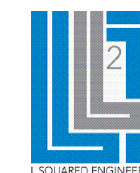
- MINIMUM LOT WIDTH (SECTION 98-122)
  - REQUIRED: 75'
  - VARIANCE: 60'
- MINIMUM LOT AREA (SECTION 98-122)
  - REQUIRED: 9,000 SF
  - VARIANCE: 7,000 SF
- RIGHT OF WAY WIDTH SECTION (78-87)
  - REQUIRED: 60'
  - VARIANCE: 50'
- COMPENSATING GREEN SPACE (SECTION 78-88)
  - PROVIDED DUE TO MINIMUM LOT WIDTH & AREA VARIANCE
  - REQUIRED: 2.78 ACRES
  - VARIANCE: 67+ ACRES
- VEGETATIVE BUFFER (SECTION 78-162)
  - REQUIRED: 25' BUFFER ON COMMERCIAL LOT
  - VARIANCE: 25' BUFFER ON RESIDENTIAL LOT

**FINAL PLAT  
TOWN CREEK CROSSING  
SECTION 1**

A RESIDENTIAL SUBDIVISION OF  
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OF LAND IN THE  
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July 2021**

**ENGINEER:**



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**SURVEYOR:**



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www.landpoint.net

**OWNER:**

LeFevre Development, Inc.  
780 Clepper Drive  
Suite 100  
Montgomery, Texas 77356  
(936)582-1088

TBPELS REG. NO. 10194172

SHEET **5** OF **5**

X:\2021\21-0365\WORKING\BASE MAPS\21-0365\_TOWN CREEK CROSSING\_SEC.1 (REV. 06.29.21).DWG Jun. 29, 2021 - 1:30 PM

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> July 27, 2021	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Administration	<b>Prepared By:</b> Richard Tramm

**Subject**

Consideration and possible action regarding adoption of a Resolution approving the Montgomery County Emergency Communication District annual budget for the fiscal year beginning October 1, 2021.

**Recommendation**

Adopt the Resolution approving the Montgomery County Emergency Communication District annual budget for the fiscal year beginning October 1, 2021.

**Discussion**

Each year the Montgomery County Emergency Communication District (MCECD) must present its proposed annual budget to the governing bodies of participating jurisdictions. The MCECD must receive approval from a majority of the participating jurisdictions for the budget to be approved. If any participating jurisdiction does not take action, then their approval is presumed.

**Approved By**

City Administrator	Richard Tramm	Date: July 22, 2021



# Montgomery County Emergency Communication District

June 28, 2021

Mayor Sara Countryman  
City of Montgomery  
101 Old Plantersville Road  
Montgomery, Texas 77316

Dear Mayor Countryman:

The Montgomery County Emergency Communication District (MCECD) hereby submits a proposed budget in accordance with the Emergency Telephone Act of the Texas Health and Safety Code, Section 772.309. The budget was approved by the MCECD Board of Managers on June 23, 2021, for the fiscal year that begins on October 1<sup>st</sup>.

To be effective, the budget must be approved by a majority of the governing bodies of participating jurisdictions, such as your city, and by the Montgomery County Commissioners Court. The law allows sixty (60) days from the date of receipt to take action on this budget. If your governing body does not act within that time, your city's approval is granted automatically.

We request the opportunity to present MCECD's budget to your governing body in person so we can share information about our current operations and future plans. Please contact Terri Gill at 936 523-5911 or [tgill@mc911.org](mailto:tgill@mc911.org) with the date and time of the meeting at which that the District's budget will be considered. Additional budget details are available upon request.

I appreciate your continued support of the 9-1-1 system and your prompt attention to this matter.

Respectfully,

Chip VanSteenberg  
Executive Director

CC: City Secretary  
Enclosures

RESOLUTION APPROVING THE MONTGOMERY COUNTY  
EMERGENCY COMMUNICATION DISTRICT BUDGET FOR  
FISCAL YEAR 2022

**WHEREAS**, on June 23, 2021 the Board of Managers of the Montgomery County  
Emergency Communication District (MCECD) adopted a proposed budget for the  
fiscal year that begins on October 1, 2021; and

**WHEREAS**, the MCECD Board of Managers has submitted the proposed budget  
to \_\_\_\_\_ (Name of Participating Jurisdiction) for approval in  
accordance with the Emergency Telephone Act of the Texas Health and Safety  
Code, Section 772.309; and

**WHEREAS**, to be effective the budget must be approved by the Montgomery  
County Commissioners Court and by a majority of the governing bodies of the  
participating jurisdictions; and

**WHEREAS**, if the governing body of a participating jurisdiction does not approve  
or disapprove of MCECD's budget before the sixty first (61<sup>st</sup>) day after the date  
receipt, the budget is approved by that participating jurisdiction by operation of  
law; and

**WHEREAS**, the budget is satisfactory as submitted;

**NOW, THEREFORE, BE IT RESOLVED BY THE** \_\_\_\_\_  
(Governing Body of the Participating Jurisdiction) that the Montgomery County Emergency  
Communication District's Budget for Fiscal Year 2022 is approved.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST: \_\_\_\_\_

Name: \_\_\_\_\_

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





## MEMORANDUM

**TO: County and City Officials**

**FROM: Chip VanSteenberg, Executive Director**

**DATE: June 28, 2021**

**SUBJECT: MCECD Proposed Budget for Fiscal Year 2022**

---

The Board of Managers for Montgomery County Emergency Communication District (MCECD) proposes the attached budget for Fiscal Year 2022 which begins on October 1, 2021. This memo provides information about MCECD and the proposed budget.

### **MCECD INFORMATION**

The Montgomery County Emergency Communication District (MCECD) is a special purpose district authorized and created under Chapter 772 of the State of Texas Health and Safety Code. MCECD is governed by a Board of Managers which consists of two members appointed by the Montgomery County Commissioner's Court, two members elected by the cities within the county and one member elected by the volunteer fire departments that operate in the county. The principal provider of telephone service in the county appoints a non-voting member to the board.

MCECD responsibilities are to:

- Provide and maintain the hardware, software and connections for a county-wide 9-1-1 system consisting of five public safety answering points (PSAPs) and a back-up facility at the county's Emergency Operations Center.
- Provide financial support to the two primary PSAPs which answer all 9-1-1 calls and route them to the appropriate agency depending upon location and the nature of the emergency.
- Maintain a Geographic Information System (GIS) and a comprehensive database of street center lines, street names, address ranges, service boundaries and other critical information.

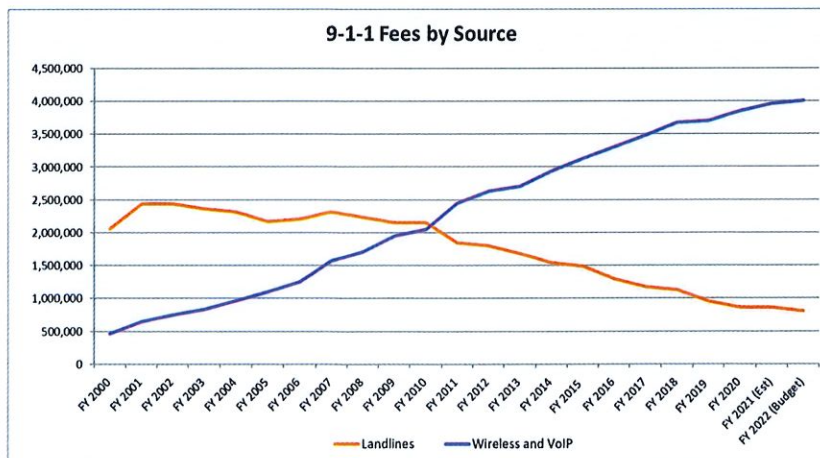
- Serve as the official addressor for the entire county
- Provide an early warning communication service
- Conduct public education on when and how to use the 9-1-1 system
- Assist PSAPs in training call-takers and dispatchers in the use of the 9-1-1 system

### PROPOSED BUDGET - REVENUE

MCECD is funded primarily by fees assessed on telephone service; the amount of the fee varies by the type of service. Mobile phone customers who sign a contract for monthly service are assessed a fee of \$0.50 per month, per phone. Pre-paid wireless plans are charged a 9-1-1 fee equal to 2% of the retail price for airtime. The wireless fees are collected by the service providers and paid directly to the State of Texas. The state then remits a proportional share of the revenue to emergency communication districts based on population.

The fee for local exchange access lines (commonly known as land lines) and for Voice over Internet Protocol (VoIP) customers is 6% of the rate charged. The amount of the fee ranges from \$0.62 to \$1.66 per month for residential service. For business customers, the monthly fee starts at \$1.29 and goes up to \$2.23. Landline and VoIP fees paid by Montgomery County customers are remitted directly to MCECD.

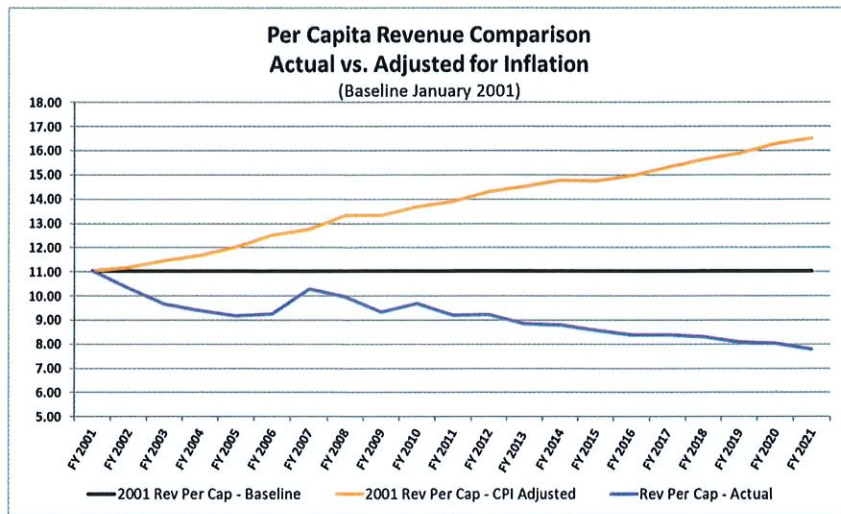
Long-term trends indicate customers are replacing land lines with wireless phones and VoIP service. Revenue from wireless and VoIP service is on the rise while land line revenue is rapidly declining, as demonstrated here:



MCECD strives to provide reliable and innovative 9-1-1 service at the best possible value for our citizens. Due to rapid population growth, total revenue has grown enough for service delivery to match our high expectations. But MCECD operates at a lower revenue amount per capita than it did 20 years ago in both real and adjusted terms. MCECD collected \$9.57 in 9-1-1 fees per person in 2000. That amount is down to \$7.79,



a decrease of \$1.78. If adjusted for inflation, the 2000 amount equals \$14.63 in today's dollars. Therefore, MCECD is providing 9-1-1 service for 50% less than it did in 2000.



MCECD expects to collect \$4,945,700 of revenue in FY 2022 which is 3.6% more than the budget for the current year. Due to conservative budgeting practices and prudent spending policies, the district is adequately funded, has no debt, and maintains adequate reserve balances for operations and capital purchases.

**PROPOSED BUDGET - OPERATING EXPENDITURES**

The proposed budget for expenses is \$4,917,400 which is 3.1% above the budget for FY 2021.

MCECD's operating budget is broken into three major line expenditure categories. The first set of line items are known as Cost of Services. It is the largest category and accounts for 52% of all expenditures. The single biggest line item \$1,759,700 for contracts with the Montgomery County Sheriff's Office (MCSO) and the Conroe Police Department (CPD) to answer all 9-1-1 calls. MCECD reimburses these two agencies for the salary and benefits of 23 telecommunicators. Other major line items include:

- \$367,400 for data and phone lines necessary to route 9-1-1 callers to the correct emergency call center and interconnect the county's emergency call centers,
- \$197,600 in certificate pay to incentivize professional development for 9-1-1 telecommunicators, and
- \$148,800 for service enhancements such as foreign language translation, emergency alerts, caller profiles, and text messaging.

The proposed budget for all Cost of Service expenditures is 2.0% more than the budget for the current year.

The second category of operating expenditures is Personnel Costs. The district employs 11 full-time staff members for technical support, addressing, mapping, public education, database management, training, and administration. There are no changes proposed with staffing. The budget is a 1.3% increase over the current year.

The final and smallest category of operating expenditures is General & Administrative Costs. This proposed budget for this category is up 14.7% above the budget for the current year.

### **PROPOSED BUDGET – CAPITAL EXPENSES**

Besides operating expenditures, MCECD also budgets for capital and other non-operating outlays. The capital budget includes \$500,000 for technology to replace and upgrade the district's microwave system; \$105,000 to replace server equipment and monitors; and \$18,000 to refresh four GIS workstations. An additional \$180,000 is budgeted for improvements to the district's existing facility, specifically to add parking capacity and replace the roof.

The district purchased 11 acres in December 2020 to develop a regional emergency communication center and multi-agency data center. The budget includes \$125,000 to cover development and design expenses for the property as well all \$120,000 for the payments on a three-year loan to finance the purchase. The total budget for capital expenses is \$1,548,000.

### **ADDITIONAL DATA AVAILABLE UPON REQUEST**

Additional data on the budget is available upon request. MCECD can supply audited financial statements, historical budget information, and details of line item expenditures. Contact Terri Gill to make your request: [tgill@mc911.org](mailto:tgill@mc911.org) or 936 523-5912.



## Montgomery County Emergency Communication District Proposed Budget for Fiscal Year 2022

OPERATING REVENUES & EXPENSES	FY 2021 Budget	FY 2022 Budget
<b>REVENUES</b>		
9-1-1 Fees - Landlines	\$ 777,600	\$ 808,500
9-1-1 Fees: Wireless	2,935,600	3,112,000
9-1-1 Fees: VoIP	919,800	891,600
Interest Earned	137,400	133,200
Other Income	1,200	400
<b>Total Revenues</b>	<b>\$ 4,771,600</b>	<b>\$ 4,945,700</b>
<b>OPERATING EXPENSES</b>		
Cost of Services	\$ 2,502,980	\$ 2,552,300
Personnel Costs	\$ 1,756,400	\$ 1,778,800
General & Administrative Costs	\$ 511,200	\$ 586,300
<b>Total Expenditures</b>	<b>\$ 4,770,580</b>	<b>\$ 4,917,400</b>
<b>Surplus of Revenues over Expenditures</b>	<b>\$ 1,020</b>	<b>\$ 28,300</b>
<b>Emergency Allocation for Repairs and Replacements</b>	<b>\$ 500,000</b>	<b>\$ 500,000</b>
<b>CAPITAL OUTLAY</b>		
<b>Estimated Project Costs</b>		
Technology	\$ -	\$ 623,000
PSAP Improvement Grants	500,000	500,000
Facilities	1,540,000	425,000
Vehicles	-	-
<b>Total Estimated Project Costs</b>	<b>\$ 2,040,000</b>	<b>\$ 1,548,000</b>

Draft 1 - 6/21/2021





**Montgomery County Emergency  
Communication District  
Proposed Budget for Fiscal Year 2022**

**Cash Flow Estimates**

**Operating Funds**

Estimated Cash Balance on 10/1/2020	\$ 6,347,800
Surplus of Revenues over Expenditures	28,300
<hr/>	
Net Funds Available	6,376,100
Operating Reserve (3 months of expenses)	1,229,400
Emergency Allocation for Repairs and Replacements	500,000
Capital Reserve	5,100,000
<hr/>	
Total for Restricted Reserves	6,329,400
<b>Unencumbered Reserves (est. on 9/30/2020)</b>	<b>\$ 46,700</b>

**Capital Outlay**

Estimated Capital Reserve on 10/1/2021	\$ 5,100,000
Net Proceeds from Operations	-
<hr/>	
Available for Capital Outlay	5,100,000
Capital Outlay Budget for FY 2019	1,548,000
<b>Estimated Capital Reserve on 9/30/2022</b>	<b>\$ 3,552,000</b>



## Montgomery County Emergency Communications District Proposed Budget for FY 2022

	FY 2019	FY 2020	FY 2021 Budget	FY 2021 Estimate	Variance (est.)	FY 2022 Budget	Increase (Decrease)	Inc (Dec)
<b>REVENUES</b>								
911 Fees - Landline/Primary	792,366	707,539	664,200	687,100	22,900	646,800	(17,400)	-2.6%
911 Fees - Landline/Resellers	157,806	153,802	113,400	171,500	58,100	161,700	48,300	42.6%
911 Fees - Wireless/Contract	2,489,533	2,585,911	2,550,000	2,704,500	154,500	2,750,400	200,400	7.9%
911 Fee - Wireless/Prepaid	395,247	382,982	385,600	363,500	(22,100)	361,600	(24,000)	-6.2%
911 Fees - VoIP	884,574	888,054	919,800	892,200	(27,600)	891,600	(28,200)	-3.1%
Interest Earned	214,711	173,217	137,400	69,200	(68,200)	133,200	(4,200)	-3.1%
Misc. Income	11,439	2,297	1,200	2,600	1,400	400	(800)	-66.7%
<b>Total Revenues</b>	<b>4,945,675</b>	<b>4,893,801</b>	<b>4,771,600</b>	<b>4,890,600</b>	<b>119,000</b>	<b>4,945,700</b>	<b>174,100</b>	<b>3.6%</b>
<b>OPERATING EXPENSES</b>								
Cost of Services	2,338,444	2,357,067	2,502,980	2,398,100	(104,880)	2,552,300	49,320	2.0%
Personnel Costs	1,515,176	1,505,025	1,756,400	1,532,800	(223,600)	1,778,800	22,400	1.3%
General & Administrative Costs	433,904	458,866	511,200	505,700	(5,500)	586,300	75,100	14.7%
<b>Total Expenditures</b>	<b>4,287,524</b>	<b>4,320,957</b>	<b>4,770,580</b>	<b>4,436,600</b>	<b>(333,980)</b>	<b>4,917,400</b>	<b>146,820</b>	<b>3.1%</b>
<b>SUMMARY</b>								
Revenues	4,945,675	4,893,801	4,771,600	4,890,600	119,000	4,945,700	174,100	3.6%
Operating Expenses	4,287,524	4,320,957	4,770,580	4,436,600	(333,980)	4,917,400	146,820	3.1%
<b>Surplus/(Deficit)</b>	<b>658,151</b>	<b>572,844</b>	<b>1,020</b>	<b>454,000</b>	<b>452,980</b>	<b>28,300</b>	<b>27,280</b>	<b>2674.5%</b>



## Montgomery County Emergency Communications District Proposed Budget for FY 2022

	FY 2019	FY 2020	FY 2021 Budget	FY 2021 Estimate	Variance (est.)	FY 2022 Budget	Increase (Decrease)	Inc (Dec)
<b>Operating Expenses Line Item Detail</b>								
<b>COST OF SERVICES</b>								
<b>Communication</b>								
9-1-1 Trunks & Exchanges	230,284	216,572	240,200	233,300	(6,900)	237,800	(2,400)	-1.0%
9-1-1 Fiber & Data Connections	45,708	53,055	55,200	72,200	17,000	73,200	18,000	32.6%
Operational Telephone & Data	49,600	41,279	45,480	51,700	6,220	56,400	10,920	24.0%
<b>Communications Subtotal</b>	<b>325,592</b>	<b>310,906</b>	<b>340,880</b>	<b>357,200</b>	<b>16,320</b>	<b>367,400</b>	<b>26,520</b>	<b>7.8%</b>
<b>Education</b>								
Conferences and Seminars	11,266	4,601	15,600	10,400	(5,200)	12,600	(3,000)	-19.2%
Travel Expenses	54,731	14,689	50,400	15,100	(35,300)	50,400	-	0.0%
Tuition Reimbursement	-	-	1,200	-	(1,200)	1,200	-	0.0%
<b>Education Subtotal</b>	<b>65,997</b>	<b>19,290</b>	<b>67,200</b>	<b>25,500</b>	<b>(41,700)</b>	<b>64,200</b>	<b>(3,000)</b>	<b>-4.5%</b>
<b>Service Delivery</b>								
Call-taking Contracts	1,561,398	1,672,096	1,766,000	1,675,100	(90,900)	1,759,700	(6,300)	-0.4%
Certificate Pay Reimbursements	158,119	173,971	160,500	175,500	15,000	197,600	37,100	23.1%
Service Enhancements	158,138	168,075	145,300	150,300	5,000	148,800	3,500	2.4%
Network and System Monitoring	56,470	-	9,600	1,300	(8,300)	1,300	(8,300)	-86.5%
Other Services	12,730	12,730	13,500	13,200	(300)	13,300	(200)	-1.5%
<b>Service Delivery Subtotal</b>	<b>1,946,856</b>	<b>2,026,871</b>	<b>2,094,900</b>	<b>2,015,400</b>	<b>(79,500)</b>	<b>2,120,700</b>	<b>25,800</b>	<b>1.2%</b>
<b>TOTAL - COST OF SERVICES</b>	<b>2,338,444</b>	<b>2,357,067</b>	<b>2,502,980</b>	<b>2,398,100</b>	<b>(104,880)</b>	<b>2,552,300</b>	<b>49,320</b>	<b>2.0%</b>





## Montgomery County Emergency Communications District Proposed Budget for FY 2022

	FY 2019	FY 2020	FY 2021 Budget	FY 2021 Estimate	Variance (est.)	FY 2022 Budget	Increase (Decrease)	Inc (Dec)
<b>PERSONNEL COSTS</b>								
<b>Wages &amp; Salary</b>								
Regular	711,456	782,455	966,000	815,800	(150,200)	960,800	(5,200)	-0.5%
Leave Time	110,323	116,041	119,600	134,400	14,800	126,000	6,400	5.4%
Allowances	20,624	21,180	26,400	21,900	(4,500)	26,400	-	0.0%
Longevity	3,876	3,684	4,200	4,200	-	5,200	1,000	23.8%
Overtime	15,395	3,512	16,800	10,100	(6,700)	17,000	200	1.2%
<b>Wages and Salary Subtotal</b>	<b>861,673</b>	<b>926,872</b>	<b>1,133,000</b>	<b>986,400</b>	<b>(146,600)</b>	<b>1,135,400</b>	<b>2,400</b>	<b>0.2%</b>
<b>Employment Taxes</b>								
Social Security	49,246	52,903	70,400	58,000	(12,400)	71,500	1,100	1.6%
Medicare	11,788	12,384	16,900	14,100	(2,800)	16,900	-	0.0%
Unemployment Insurance	186	1,489	300	600	300	300	-	0.0%
<b>Employment Taxes Subtotal</b>	<b>61,220</b>	<b>66,777</b>	<b>87,600</b>	<b>72,700</b>	<b>(14,900)</b>	<b>88,700</b>	<b>1,100</b>	<b>1.3%</b>
<b>Benefits</b>								
Retirement	359,501	279,122	223,400	202,800	(20,600)	245,600	22,200	9.9%
Group Insurance	209,798	221,883	289,200	256,200	(33,000)	290,400	1,200	0.4%
Supplemental Insurance	14,177	7,274	18,000	9,700	(8,300)	13,500	(4,500)	-25.0%
Workers Compensation	8,805	3,097	5,200	5,000	(200)	5,200	-	0.0%
<b>Benefits Subtotal</b>	<b>592,282</b>	<b>511,376</b>	<b>535,800</b>	<b>473,700</b>	<b>(62,100)</b>	<b>554,700</b>	<b>18,900</b>	<b>3.5%</b>
<b>TOTAL - PERSONNEL COSTS</b>	<b>1,515,176</b>	<b>1,505,025</b>	<b>1,756,400</b>	<b>1,532,800</b>	<b>(223,600)</b>	<b>1,778,800</b>	<b>22,400</b>	<b>1.3%</b>



## Montgomery County Emergency Communications District Proposed Budget for FY 2022

	FY 2019	FY 2020	FY 2021 Budget	FY 2021 Estimate	Variance (est.)	FY 2022 Budget	Increase (Decrease)	Inc (Dec)
<b>GENERAL &amp; ADMINISTRATIVE COSTS</b>								
<b>Supplies</b>								
Office Supplies	3,275	1,876	4,200	3,200	(1,000)	3,600	(600)	-14.3%
Computers & Electronics	750	2,770	7,200	4,400	(2,800)	6,000	(1,200)	-16.7%
Small Equipment	1,566	125	2,100	3,700	1,600	3,000	900	42.9%
Operating Supplies	63,126	49,323	42,000	41,200	(800)	42,000	-	0.0%
Business Meetings	15,748	11,171	18,000	16,700	(1,300)	17,400	(600)	-3.3%
<b>Supplies Subtotal</b>	<b>84,465</b>	<b>65,264</b>	<b>73,500</b>	<b>69,200</b>	<b>(4,300)</b>	<b>72,000</b>	<b>(1,500)</b>	<b>-2.0%</b>
<b>Contract Services</b>								
Professional Fees	27,092	91,096	50,100	48,500	(1,600)	54,000	3,900	7.8%
Maintenance	46,973	38,048	48,500	58,800	10,300	59,400	10,900	22.5%
General Consulting	3,569	5,395	56,900	45,500	(11,400)	106,900	50,000	87.9%
Bank Fees	13	-	-	1,600	1,600	3,600	3,600	0.0%
Property Insurance	31,845	30,725	32,500	33,200	700	33,500	1,000	3.1%
Software & Licensing	121,726	114,262	124,700	119,200	(5,500)	120,200	(4,500)	-3.6%
Printing	696	2,315	4,500	3,200	(1,300)	3,300	(1,200)	-26.7%
Equipment Leasing	4,907	4,404	4,500	4,800	300	5,100	600	13.3%
Postage	1,190	810	1,200	1,100	(100)	1,200	-	0.0%
Advertisements	59,478	55,930	55,200	65,700	10,500	67,200	12,000	21.7%
Legal Notices	-	126	300	500	200	300	-	0.0%
Dues & Subscriptions	4,068	4,659	4,800	4,100	(700)	4,800	-	0.0%
Waste Disposal	6,256	6,865	6,900	4,100	(2,800)	5,100	(1,800)	-26.1%
Misc Fees	(311)	(14)	300	300	-	300	-	0.0%
<b>Contract Services Subtotal</b>	<b>307,502</b>	<b>354,621</b>	<b>390,400</b>	<b>390,600</b>	<b>200</b>	<b>464,900</b>	<b>74,500</b>	<b>19.1%</b>





## Montgomery County Emergency Communications District Proposed Budget for FY 2022

	FY 2019	FY 2020	FY 2021 Budget	FY 2021 Estimate	Variance (est.)	FY 2022 Budget	Increase (Decrease)	Inc (Dec)
<b>Transportation</b>								
Fuel	1,353	535	1,800	1,100	(700)	1,800	-	0.0%
Vehicle Maint. & Inspections	3,079	397	1,800	1,700	(100)	2,100	300	16.7%
Mileage Reimbursement	1,104	640	1,200	900	(300)	1,200	-	0.0%
Insurance (auto)	1,856	1,992	2,200	2,000	(200)	2,200	-	0.0%
<b>Transportation Subtotal</b>	<b>7,392</b>	<b>3,564</b>	<b>7,000</b>	<b>5,700</b>	<b>(1,300)</b>	<b>7,300</b>	<b>300</b>	<b>4.3%</b>
<b>Utilities</b>								
Water & Sewer	2,126	2,662	2,900	3,100	200	3,300	400	13.8%
Natural Gas	355	405	600	500	(100)	600	-	0.0%
Electricity	32,064	32,350	36,800	36,600	(200)	38,200	1,400	3.8%
<b>Utilities Subtotal</b>	<b>34,545</b>	<b>35,417</b>	<b>40,300</b>	<b>40,200</b>	<b>(100)</b>	<b>42,100</b>	<b>1,800</b>	<b>4.5%</b>
<b>TOTAL - GENERAL &amp; ADMIN COSTS</b>	<b>433,904</b>	<b>458,866</b>	<b>511,200</b>	<b>505,700</b>	<b>(5,500)</b>	<b>586,300</b>	<b>75,100</b>	<b>14.7%</b>
<b>TOTAL - OPERATING EXPENSES</b>	<b>4,287,524</b>	<b>4,320,957</b>	<b>4,770,580</b>	<b>4,436,600</b>	<b>(333,980)</b>	<b>4,917,400</b>	<b>146,820</b>	<b>3.1%</b>
<b>CAPITAL OUTLAY</b>								
Technology	121,827	41,391	-	207,500	207,500	623,000	623,000	n/a
Interoperability Projects	274,295	559,816	500,000	652,700	152,700	500,000	-	0.0%
Facilities	-	-	1,540,000	1,186,400	(353,600)	425,000	(1,115,000)	-
Vehicles	-	-	-	-	-	-	-	-
<b>TOTAL - CAPITAL OUTLAY</b>	<b>396,122</b>	<b>601,207</b>	<b>2,040,000</b>	<b>2,046,600</b>	<b>6,600</b>	<b>1,548,000</b>	<b>(492,000)</b>	<b>-24.1%</b>

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> July 27, 2021	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Administration	<b>Prepared By:</b> Richard Tramm

**Subject**

Consideration and possible action regarding nomination of an appointee to the Montgomery County Emergency Communication District Board of Directors.

**Recommendation**

Discuss and consider the item and choose a name to nominate for the Montgomery County Emergency Communication District.

**Discussion**

There are two city appointments to the Montgomery County Emergency Communication District (MCECD). Each city within Montgomery County can nominate one person for the position. The term expiring September 30, 2021 is currently held by Paul Virgadamo (City of Conroe). Mr. Virgadamo is willing to continue to serve in this capacity.

The City Council may choose to nominate Mr. Virgadamo to remain in this position or choose to nominate another candidate. As of the preparation of this item, I am not aware of another person seeking this position.

<b>Approved By</b>		
		Date:
City Administrator	Richard Tramm	Date: July 22, 2021



# Montgomery County Emergency Communication District

June 25, 2021

Mayor Sara Countryman  
City of Montgomery  
101 Old Plantersville Road  
Montgomery, TX 77356

Dear Mayor Countryman:

As you probably know, the Montgomery County Emergency Communication District (MCECD) coordinates and administers the 9-1-1 system for all of Montgomery County. Over 225,000 Montgomery County residents dialed 9-1-1 in the last year when they urgently needed a police officer, the fire department or emergency medical care.

MCECD is governed by a five member Board of Managers appointed for staggered terms of two (2) years. Two of the members are appointed by a majority vote of the cities within the county. Two others are appointed by the County Commissioners Court and the remaining member is appointed by the fire chiefs of the volunteer fire departments. (All appointments are governed by Texas Health and Safety Code, Section 772.306 c 1A.) The board currently consists of the following persons:

- Appointed by the cities: Paul Virgadamo and Richard Tramm
- Appointed by the Commissioners Court: Jim Simon and Ryan Gable
- Appointed by the fire departments: Bob Hudson

The term for Paul Virgadamo will expire on September 30, 2021. Mr. Virgadamo is willing to remain serving as a city appointee.

Enclosed is a nomination form for the city appointed position. Your city may submit one to nominate Mr. Virgadamo or another qualified individual for a two-year term, expiring September 30, 2023.

Please complete and return the enclosed nomination form as soon as possible but no later than Friday, July 30, 2021. A ballot with the names of all the nominees will be sent in August for your city's final vote.

If you should have any questions, please call me at (936) 523-5915. Thank you for your consideration in this matter.

Sincerely,

Chip VanSteenberg  
Executive Director



Montgomery County Emergency Communication District

Cities of Montgomery County
9-1-1 Board of Managers Appointment
To serve the balance of a two-year term
(currently held by Paul Virgadamo)
October 1, 2021 - September 30, 2023

NOMINATION FORM

Nominee:

Name: \_\_\_\_\_

City of \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

Please complete and fax to (936) 539-9111, or email to tgill@mc911.org, no later than close of business on Friday, July 30, 2021.

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> July 27, 2021	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> Dave McCorquodale

**Subject**

Consideration and possible action regarding a renewal proposal of the contract with Waste Management of Texas, Inc. for solid waste collection in the City.

**Recommendation**

Staff recommends approving the 3-year renewal proposal with a 2-year extension from Waste Management of Texas, Inc. and authorizing the City Administrator to execute a contract amendment on behalf of the City.

**Discussion**

Waste Management (WM) has provided trash collection services for the City for a number of years. The current contract was signed in 2015 and extended by amendment in 2018 for an additional 3 years. The contract is set to expire on July 31, 2021. WM has recently submitted to the City a renewal proposal for review and consideration. Rates and fees are provided below for discussion.

<b>WM Fees Charged to the City</b>			
<b>Current Fees</b>		<b>New Fees</b>	
Residential Cart =	\$19.83	Residential Cart =	\$20.64 (+4%)
Residential 2nd Cart =	\$14.48	Residential 2nd Cart =	\$8.00 (-45%)
Commercial Cart =	\$19.83	Commercial Cart =	\$25.64 (+29%)
Commercial 2nd Cart =	\$14.48	Commercial 2nd Cart =	\$8.00 (-45%)

Staff recommends a minor increase in City garbage collection fee rates to cover the increased costs in the renewal proposal. A separate agenda item following this one will consider the proposed fee increase. Relevant to the renewal of the contract with WM, staff considers both the current and proposed rates to be in line with industry costs and are a good value for City utility customers. While it is likely the City could find a lower cost garbage collection contract, the service provided by WM (even if sometimes imperfect) is some of the best in the industry. City staff believes the current strong working relationship and communication with WM staff provides residents and businesses with a high level of service in an efficient manner and at an affordable price.

**Approved By**

Asst. City Administrator	Dave McCorquodale	Date: 07/23/2021
City Administrator	Richard Tramm	Date: 07/23/2021



# City of Montgomery, Texas

Solid Waste Proposal  
July 21, 2021

## SUBMITTED BY

Waste Management of Texas Inc.  
2749 N Loop 336 East  
Conroe, TX 77301

## CONTACT

Terry R Woodson,  
Public Sector Solutions Manager  
713-202-1334  
twoodson@wm.com





July 21, 2021

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

Dear Mr. Tramm:

WASTE MANAGEMENT CONROE HAULING (Waste Management) is pleased to present the following to the CITY OF MONTGOMERY for a renewal proposal. As a Waste Management customer, you are at the center of how we work. We value your safety, your time, your ability to impact the environment positively, and your business, which is why we provide personalized solutions with services that are designed around your needs. Waste Management works with communities of all sizes across North America, and we use this vast experience to set a higher standard for our services and drive continuous improvement in our operations. With Waste Management as your partner, you can expect:



**The best value for your community:** When choosing a provider for your community's waste needs, value is more than just the bottom line. Value to your residents & staff is about what they get for the money they pay. With Waste Management you will receive best-in-class service from an experienced team that is laser-focused on delivering quality, on-time, reliable service at the best price possible. It is our job to think about waste and develop sustainable, environmentally friendly solutions that exceed your expectations. We will provide you with a carefree experience from day one through the entire term of the Agreement.



**A partner that does things the right way, every day:** Waste management are highly regulated operations with the potential for significant adverse environmental impacts if not handled properly. Waste Management is not simply a garbage collection company; we have comprehensive, safety-focused solutions to manage almost all types of waste. We own and operate our own materials recovery facilities, organics processing facilities, and state-of-the-art landfills. As a leader in environmental solutions, we give you peace of mind that your materials will be managed in full compliance with all local, state, and national regulations, including applicable Occupational Safety and Health Administration (OSHA) requirements. Our holistic approach to managing waste and caring for our partners means that you will not have to worry about your waste program because our people go above and beyond to serve and solve every challenge the right way, every day.



**Dedication to your goals because your priorities are our priority:** Providing a service that is safe and on time and leaves a clean city when we leave each service Thank you for the opportunity to participate in your selection of an environmental services partner. We are eager to earn your business, and our team is dedicated to going above and beyond to deliver best-in-class service for your community. Please do not hesitate to contact me with any questions.

Sincerely,

*Terry*

Terry R Woodson, Public Sector Solutions Manager

[twoodson@wm.com](mailto:twoodson@wm.com), 713-202-1334

## Putting the CITY OF MONTGOMERY First

**Waste Management** is your partner for environmental service and solutions whose people go above and beyond to serve and solve every challenge **the right way**.

As the industry-leader, it is our responsibility to set the bar for the way waste solutions should be provided. With our headquarters in Houston, Texas and a vast network of local operations, we serve nearly 20 million commercial, residential, municipal, and industrial customers throughout the United States and Canada. We will use our extensive experience and best practices that we have developed during our 14 years of serving city and create customized solutions for your community that make managing waste an effortless experience for you.

Our team of approximately 43,700 men and women are dedicated to running our extensive network of operations the right way, every day. Our infrastructure includes:

- 252 Active solid waste landfill disposal sites
- 5 Hazardous waste landfill sites
- 130 Beneficial-use landfill gas projects
- 102 Material recovery facilities, including 44 single stream recycling facilities
- 314 Transfer stations
- 40 Organics processing facilities

## Delivering an Exceptional Customer Service Experience for MONTGOMERY's Residents, Businesses and Staff.

The CITY OF MONTGOMERY residents, businesses and staff will have many options for how and when they interact with Waste Management. Our dedicated Customer Experience Team will support each residents, businesses and staff by managing every phone call, email, and online customer service interaction with unparalleled professionalism. All our customer service representatives (CSRs) have extensive training and readily accessible access to Montgomery-specific resources and service information. Our CSRs are empowered to resolve customer concerns during the first contact. Our goal is to make every interaction with Waste Management convenient and simple for our customers.

Our state-of-the-art call centers across North America include integrated operating systems so they can act as backups for each other if ever needed. This redundancy will provide MONTGOMERY assurance that your resident and staff's inquiries will be answered when they contact us, even in the wake of natural disasters or emergency situations.

Also, MONTGOMERY can always count on reaching Terry R Woodson, Public Sector Solutions Manager on her mobile phone, 713-202-1334, in the case of an emergency.

## Serving the CITY OF MONTGOMERY with Integrated, State-of-the-Art Technologies

When it comes to providing seamless service for community includes, we are pushing past industry standards by utilizing state-of-the-art onboard technology in all our trucks. Our fleet that will be used to service MONTGOMERY is equipped with our onboard computing system (OCS), which enhances communication between our drivers, operations, and customer service teams. OCS replaced paper route books with an electronic, interactive route management solution. Each day, drivers see all assigned stops and service tickets on their onboard computers. Our operations and dispatch teams can update a driver's route remotely and in near real-time based on the productivity of each route, incoming customer requests, and local traffic considerations so that all routes are completed each day as scheduled. As drivers



Delivering High-Value Services for MONTGOMERY at Reasonable Rates

**Current Service**

**Residential**

- 1 x week Collection Trash 96-Gal Cart (WM Provides)
- 1 x week Collection Recycling 96-Gal cart (WM Provides)
- Additional Carts available for a fee
- Weekly Bulk collection 2 items

**Commercial**

**Commercial Small business**

- 1 x week Collection Trash 96-Gal Cart (WM provides)
- 1 x week Collection Recycling 96-Gal cart (WM Provides)

**AT YOUR DOOR**

- Special Collection of Household Hazardous Materials
- On Call Service

- Quarterly Cleanup Roll offs (2)**
- City Facilities Commercial services**

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## Proposed Services and Rates:

### Residential Services

- 1 x week Collection Trash 96-Gal Cart (WM Provides)
- 1 x week Collection Recycling 96-Gal cart (WM Provides)

Additional Carts available for a fee

Weekly Bulk collection 2 items

**\$ 20.64 per Trash/Recycling Cart/Month**

**\$ 8.00 per Extra Trash Cart/Month**

**Limit 4 carts**

### Commercial Hand Load Services

- 1 x week Collection Trash 96-Gal Cart (WM provides)
  - 1 x week Collection Recycling 96-Gal cart (WM Provides)
- (NOTHING OUTSIDE the CART WILL BE ALLOWED)

**\$ 25.64 per Trash/Recycling Cart/Month**

**\$ 8.00 per Extra Cart/Month**

**Limit 4 carts**

Waste Management is requesting a 3-year extension to the current contract term with 2-year extension.

**THE  
RIGHT  
WAY**

The relationships we create with customers.  
The proactive solutions we offer.  
How we serve our communities.  
Every safety measure we take.  
Every stop on every route.  
Disposing of every piece of waste the right way.  
Innovating for a more sustainable tomorrow.  
How we work together and treat each other.

Waste Management will redefine what you expect from an environmental services provider. We lead by doing things **the right way, every day.**

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

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

**WITNESSETH:**

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

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

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

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

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

The following new definitions are hereby added to the Contract:

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

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

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



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

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

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

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

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

**CITY**

Montgomery, Texas

By: Jack Yates

Its: Jack Yates, City Administrator

Date: September 26, 2018

*Approved by City Council on 07/10/18.*

**CONTRACTOR:**

Waste Management of Texas, Inc.

By: [Signature]

Its: Public Sector Director

Date: 9/27/2018

**SCHEDULE "A"**

**Base Rates**

**Residential Services**

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

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

**Commercial Hand Services**

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

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

**City of Montgomery Roll Off Matrix ONLY**

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



**MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION  
AGREEMENT**

**(Residential, Commercial Hand Load)**

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

**WITNESSETH:**

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

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

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

**1. DEFINITIONS:**

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

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

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

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

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

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



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

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

2. **GRANT OF EXCLUSIVE FRANCHISE:**

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

3. **TERM:**

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

4. **RATES:**

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

5. **CONTRACTOR SERVICES:**

5.1. **Residential Collection**

a) **Residential/Commercial Hand Collect Collection:**

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

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

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

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

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

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

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

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

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

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

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

6. **COLLECTION OPERATION:**

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

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

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

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

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

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

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

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

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

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



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

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

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

10. **CITY'S OBLIGATIONS:**

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

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

11. **COMPLIANCE WITH LAWS:**

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

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

7. **LICENSE AND TAXES:**

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

8. **BILLING:**

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

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

9. **MODIFICATION TO RATES:**

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

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

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

**12. OFFICE:**

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

**13. ENFORCEMENT:**

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

**14. TRANSFERABILITY OF AGREEMENT:**

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

**15. LANDFILL CAPACITY:**

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

**16. TERMINATION:**

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

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

**17. MEDIATION:**

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

**18. FORCE MAJEURE:**

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

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

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

**19. EVIDENCE OF INSURANCE:**

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

Minimum Limits of Insurance:

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

**20. INDEMNITY:**

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



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

**21. OWNERSHIP:**

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

**22. SEVERABILITY:**

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

**23. PRIOR AGREEMENTS:**

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

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

**24. RECORDS:**

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

**25. ATTORNEY'S FEES AND VENUE:**

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

26. **NOTICES:**

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default under this agreement must be both (i) mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If to the City, at:	City of Montgomery, Texas P.O Box 708 Montgomery, Texas 77356 ATTN: City Manager
If to the Contractor at:	Waste Management of Texas, Inc. 1901 Afton Houston, Texas 77055
with a copy to:	Waste Management of Texas, Inc. 9708 Giles Austin, Texas 78754 Attn: Senior Legal Counsel; and  CT Corporation System 350 North St. Paul Street Dallas, Texas 75201

Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

27. **DISCRIMINATION PROHIBITED:**

Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

28. **NON-APPROPRIATION:**

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

29. **STORM DEBRIS:**

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

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

31. **NO COST CITY SERVICES:**

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

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

EFFECTIVE AS OF THE 25<sup>th</sup> DAY OF March, 2015.

**CITY:**

**CONTRACTOR:**

CITY OF MONTGOMERY, TEXAS

WASTE MANAGEMENT OF TEXAS, INC.

Kirk Jones  
SIGNATURE

[Signature]  
SIGNATURE

KIRK JONES  
MAYOR

NAME: DONALD J. SMITH

TITLE: PRESIDENT

**SCHEDULE "A"**  
**Base Rates Attachment**

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

**Related MAS Account #'s: 792-68388**

<b>RESIDENTIAL RATES</b>						
RESIDENTIAL RATES	\$17.11	1 x wk. CART Trash & 1 x wk. BIN recycling				
Rate 2 (Please Describe)	\$0.00	Waste	12.56			
Rate 3 (Please Describe)	\$0.00	Recycling	3.20			
Rate 4 (Please Describe)	\$0.00	AT Your Door	1.35			
Rate 5 (Please Describe)	\$0.00	Total Residential RATE	\$ 17.11			
<b>COMMERCIAL RATES</b>						
	FREQUENCY PER WEEK					
Container Size / Type	1XWK	2XWK	3XWK	4XWK	5XWK	EXTRA PU
Commercial Hand-PU (per CART)	\$17.11	N/A	N/A	N/A	N/A	N/A
Commercial Hand-PU	N/A	N/A	N/A	N/A	N/A	N/A
<b>ROLL-OFF RATES</b>						
Container Size / Type	Delivery Rate	Rental Rate	BY Month or Day Rate	Hauling Charge (Per Total Haul Disp) Pull or +	Haul Rate per Pull	Disposal Rate per ton
20 Yard (Open-Top)	\$94.28	N/A	DAY RATE	Haul	\$314.27	N/A
30 Yard (Open-Top)	\$94.28	N/A	DAY RATE	Haul	\$366.64	N/A
40 Yard (Open-Top)	\$94.28	N/A	DAY RATE	Haul	\$466.16	N/A
<b>TRIP CHARGE RATE:</b>			N/A			

**SCHEDULE B  
RECYCLABLE MATERIALS SPECIFICATIONS**

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

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

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

**RECYCLABLES do not include the following:**

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

**DELIVERY SPECIFICATIONS:**

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

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



**SCHEDULE "C"**  
**At Your Door Program**



# At Your Door Special Collection<sup>SM</sup>

A service of Waste Management

## **SCHEDULE C**

**CITY OF MONTGOMERY, TX**



**At Your Door**  
Special Collection

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## Introduction

Waste Management is pleased to submit this proposal for the At Your Door Special Collection<sup>SM</sup> service. Waste Management's At Your Door Special Collection<sup>SM</sup> is a service provided to residents to collect the difficult, sometimes hazardous and hard-to-recycle items that almost every household accumulates. We make it easy for residents to dispose of these items, by collecting the materials at their door— safely, easily and responsibly. Experience is key- This program has served hundreds of thousands of homes since 1995<sup>1</sup> and currently manages programs for dozens of public agencies in many states.

Our mission is to provide quality and convenient special material management services to public agencies. Waste Management's At Your Door Special Collection<sup>SM</sup> service is focused on the collection and proper management of home generated special materials.

## Statement of Work

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

### Resident Initiates Collection

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

<sup>1</sup> Includes when the company was under different ownership.

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

## Collection Is Scheduled

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

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

## Packaging

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

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

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

## Collection

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

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

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

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

## Transport

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

## Safety

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

## Eligible Items

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

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

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

### Garden Chemicals

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

### Swimming Pool Chemicals

- Pool acid
- Chlorine: tablets, liquid

### ➤ Stabilizer

### Automotive Material

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



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

#### Flammable & Combustible Materials

- Kerosene
- Solvent

#### Misc. Household

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

#### Mercury Containing Devices

- Thermostats
- Thermometers
- Switches

#### Paint Products

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

- Related cords

#### Household Cleaners

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

#### Sharps

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

- Needles
- Lancets

#### Electronics with Circuit Boards

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

## Ineligible Materials

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

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

➤ Unknown or unlabeled materials

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

## Recycling of Collected Materials

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

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

## Public Education

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

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

## Natural Disaster

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

## Participant Surveys

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

## Reports

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

At Your Door Special Collection<sup>SM</sup> is a service of Waste Management. Collection services will be provided by a properly licensed/permited subsidiary of Waste Management.

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**Montgomery City Council  
AGENDA REPORT**

<b>Meeting Date:</b> July 27, 2021	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> Dave McCorquodale

**Subject**

Consideration and possible action regarding adoption of the following ordinance setting rates for solid waste collection service in the City:

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 FOLLOWING PUBLICATION.

**Recommendation**

Adopt the Ordinance as presented.

**Discussion**

The previous agenda item was an extension of the current Waste Management contract for trash and recycling service in the City. If the contact extension was authorized by the City Council, the next step is to amend the rates charged to City utility customers to reflect current charges. City staff did not request a rate increase from City Council for 2020. Instead, the small administrative fee charged for trash customers was used to absorb the rate increase allowed under the Contract, negating the need to raise customer rates during the height of the CV-19 pandemic. Current and proposed fees are provided below for discussion.

<b>WM Fees Charged to the City</b>	
<b>Current Fees</b>	<b>New Fees</b>
Residential Cart = \$19.83	Residential Cart = \$20.64 (+4%)
Residential 2nd Cart = \$14.48	Residential 2nd Cart = \$8.00 (-45%)
Commercial Cart = \$19.83	Commercial Cart = \$25.64 (+29%)
Commercial 2nd Cart = \$14.48	Commercial 2nd Cart = \$8.00 (-45%)

Staff recommends the following garbage collection fee changes:

<b>City Fees Charged to Residents</b>	
<b>Current Fees</b>	<b>Proposed Fees</b>
Residential Cart = \$19.50	Residential Cart = \$21.16 (+8.5%)
Residential 2nd Cart = \$14.48	Residential 2nd Cart = \$8.00 (-45%)
Commercial Cart = \$20.98	Commercial Cart = \$26.28 (+25.3%)
Commercial 2nd Cart = \$14.48	Commercial 2nd Cart = \$8.00 (-45%)

Montgomery City Council  
**AGENDA REPORT**

Both Residential and Commercial Proposed Fees for the first cart include a 2.5% administrative fee to cover staff time administering garbage collection service in the City. This fee primarily supports the Utility & Billing Office staff who coordinate with Waste Management and resolve resident issues as they arise. Other considerations of the 2.5% administrative fee include additional street wear from the large trucks and other City staff from Public Works and Administration who respond to issues with garbage collection service.

Approved By		
Asst. City Administrator	Dave McCorquodale	Date: 07/23/2021
City Administrator	Richard Tramm	Date: 07/23/2021



**ORDINANCE NO. 2021-**

**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 FOLLOWING PUBLICATION.**

**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, Inc.; and

**WHEREAS**, Waste Management, 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:

- a. **Residential** \$21.16 per month; service to include once weekly pickup and weekly trash collection.
- b. **Commercial:** \$26.28 per month service to include once weekly pickup and weekly trash collection.

**Section 2. Time and Place of Payment**

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

**Section 3. Penalties for Late Payment.**

There shall be added to each account for garbage and trash services which are not paid as provided in Section 1 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 its publication as provided by law.

PASSED AND APPROVED by the City Council of the City of Montgomery, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Sara Countryman, Mayor

ATTEST:

\_\_\_\_\_  
Susan Hensley, City Secretary

APPROVED AS TO FORM:

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

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> July 27, 2021	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> Dave McCorquodale

**Subject**

Consideration and possible action regarding a variance request to Section 78-96(b) of the City Code requiring all parking lots to be paved with asphalt or concrete as submitted by Cornerstone Community Church for 14740 Liberty Street.

**Recommendation**

Consider the request and supporting information and either approve or deny the variance request. Any approval may be contingent on criteria set by the City Council as it deems appropriate.

**Discussion**

Cornerstone Community Church has recently purchased the China Chapel property at 14740 Liberty Street and plans to use the facility as their new church home. The previous occupant was a non-profit organization who utilized the facility for several years as a counseling center. The parking lot has been gravel/crushed concrete for a number of years and does not appear to have ever been a paved surface. Included for your review are site photos and a survey of the property showing where the church plans to position their parking lot, which is mostly where the existing parking lot is located.

The property has generally mild cross-slopes, but none that would present a unique situation that other developments in the City do not have to deal with. In conversations with the applicant, City staff feels the primary reason for the request is an economic one. For reference, the criteria for granting a variance to the Subdivision Ordinance is included below:

*Sec. 78-28. - Variances.*  
*When a subdivider or developer can show that a provision of this Chapter would cause unnecessary hardship if strictly adhered to, or where because of some condition peculiar to the site or the unique nature of the development compliance with this chapter is not consistent with or required by good engineering and planning practices, and if in the opinion of the City Council, Planning and Zoning Commission and the City Engineer, a departure from this Chapter may be made without destroying the intent of this Chapter, the City Council may authorize a variance.*

The Planning & Zoning Commission recommends approval of the request per their attached report. The City Engineer does not recommend approval of the variance per their attached report. Because economic hardship is not identified as a criterion for granting a variance, City staff does not find a justifiable reason outlined in the City Code to recommend the variance be granted.

**Approved By**

Asst. City Administrator	Dave McCorquodale	Date: 07/22/2021
City Administrator	Richard Tramm	Date: 07/22/2021



# Variance Request Application

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

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

### Contact Information

Property Owner(s): Cornerstone Community Church of Montgomery

Address: 14740 Liberty St. Montgomery, TX Zip Code: 77356

Email Address: colemang2011@gmail Phone: 281-732-0053

Applicants: same as above

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### Parcel Information

Property Identification Number (MCAD R#): R31340

Legal Description: A0008 - Corner John, TRACT 13, Acres 1

Street Address or Location: 14740 Liberty St. Montgomery, TX 77356

Acreage: 1 Present Zoning: \_\_\_\_\_ Present Land Use: \_\_\_\_\_

### Variance Request

Applicant is requesting a variance from the following:

City of Montgomery Ordinance No.: Chap 78 Section(s): 78-96 (b)

Ordinance wording as stated in Section (~~78-96(b)~~):

Any parking lots or drives, excluding single-family residential driveways, shall be paved with asphalt or concrete.

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

Continue to use existing gravel parking lot for a period not to exceed 3 years. We will regrade to smooth out and add some dressing material of gravel.

**Signatures**

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

Signature: Shirley Colas Date: 6-25-21

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







## PLANNING & ZONING COMMISSION OPINION OF FINDINGS

TO: MONTGOMERY MAYOR AND CITY COUNCIL

FROM: PLANNING & ZONING COMMISSION

CC: RICHARD TRAMM, CITY ADMINISTRATOR

SUBJECT: OPINION OF THE PLANNING & ZONING COMMISSION REGARDING A VARIANCE REQUEST TO THE PROVISIONS OF SECTION 78-96(b) OF THE CITY CODE OF ORDINANCES REQUIRING ALL NON-RESIDENTIAL PARKING LOTS AND DRIVES TO BE CONCRETE OR ASPHALT AS SUBMITTED BY CORNERSTONE COMMUNITY CHURCH AT 14740 LIBERTY STREET.

Mayor and Members of City Council,

Pursuant to Section 78-28 of the City of Montgomery Code of Ordinances ("the Code"), the Planning and Zoning Commission met on July 20, 2021 to consider a variance request from Cornerstone Community Church to continue the use of an existing gravel parking lot at the former China Chapel site in lieu of asphalt or concrete as required by Section 78-96 of the Code.

After considering the request and supporting information, the Commission recommends approval of the variance request with the following conditions:

- The existing gravel parking lot can receive minor resurfacing work.
- The variance shall be granted for a period of three (3) years or at the time the church acquires adjacent property for a parking lot expansion.
- Development and construction plans for a parking lot that is compliant with City Code must be submitted prior to the end of the 3-year variance.

Submitted on behalf of the Planning & Zoning Commission,



Jeffrey Waddell  
Chairman, Montgomery Planning & Zoning Commission



July 22, 2021

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

Re: Variance Request  
Cornerstone Community Church  
City of Montgomery

Dear Mayor and Council:

The City received a variance request from the owners of the Cornerstone Community Church, formerly China Chapel. The Developer is requesting the following variance from the City's Code of Ordinances:

- Section 78-96(b): Any parking lots or drives, excluding single-family residential driveways, shall be paved with asphalt or concrete.

Enclosed you will find the request for variance as submitted by the owners of the property, as well as current and historical aerial images of the site. We recommend the City reject the request for a variance, as the Code of Ordinances does not place an undue hardship upon the development of the property and does not prohibit the use of proper engineering, as outlined in Section 78-28 of the Code of Ordinances.

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

Sincerely,

A handwritten signature in blue ink that reads "Chris Roznovsky". The signature is fluid and cursive.

Chris Roznovsky, PE  
Engineer for the City

CVR/kmv

Z:\00574 (City of Montgomery)\\_900 General Consultation\Correspondence\Letters\2021.07.22 MEMO to Council RE Cornerstone Community Church Variance Request.docx

Enclosures: Variance Request

Cc (via email): Mr. Richard Tramm – City of Montgomery, City Administrator  
Ms. Susan Hensley – City of Montgomery, City Secretary  
Mr. Dave McCorquodale – City of Montgomery, Director of Planning & Development  
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney





2004 Google Earth Imagery



2006 Google Earth Imagery



2011 Google Earth Imagery

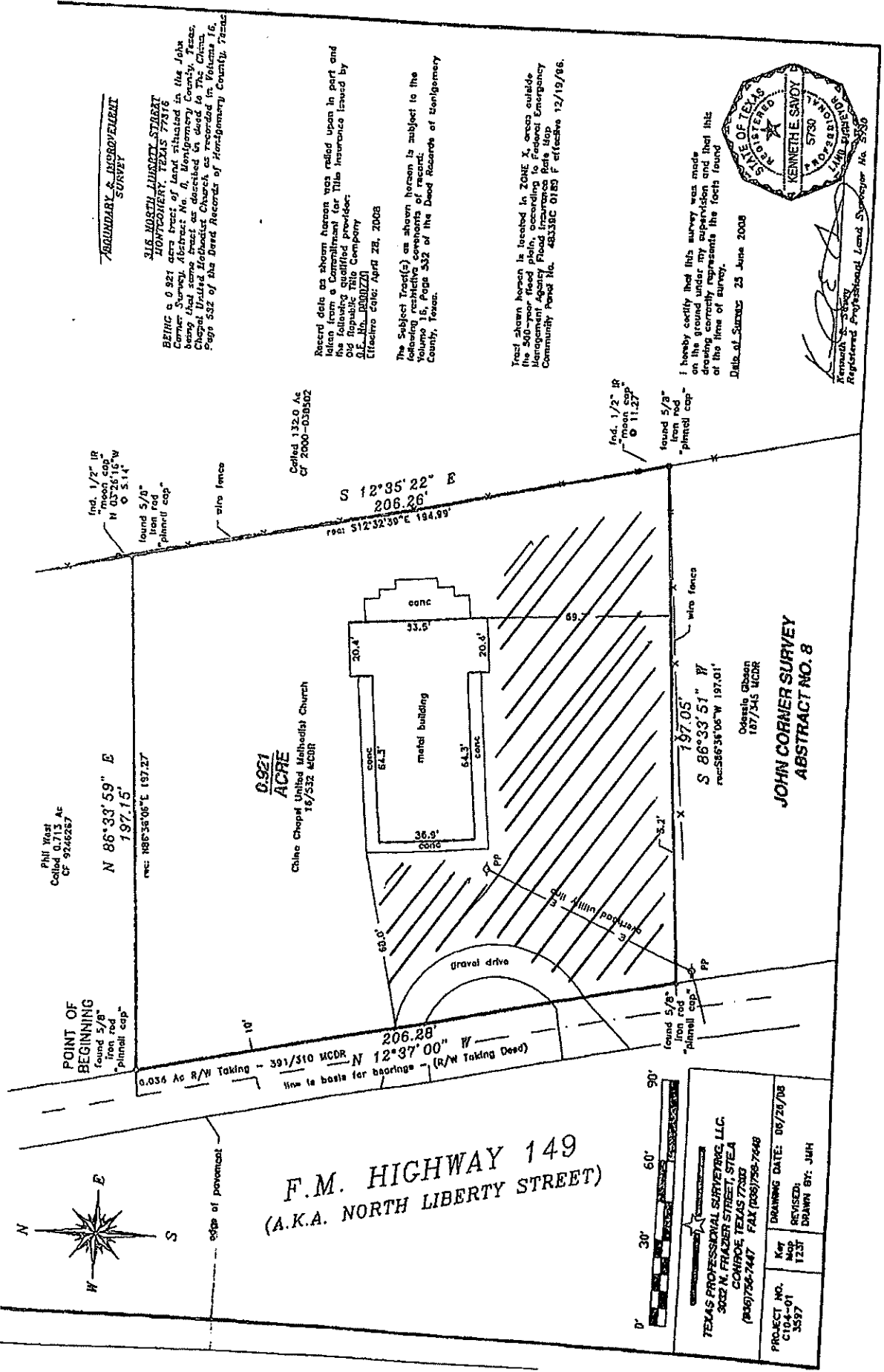


2017 Google Earth Imagery





Survey Provided by Cornerstone  
Community Church







## City Administrator Report – July 27, 2021 City Council Meeting

The City coordinated with the Texas Department of Emergency Management to host two COVID-19 vaccination clinics that included availability for juveniles. These were held on June 24<sup>th</sup> and July 15<sup>th</sup>. Minors getting vaccinations were required to have a parent present to approve any vaccination.

Staff is continuing to consider options for communication and procedures for natural disasters and other potential future emergencies. Included with these is being prepared for hurricane and heat emergency situations during the summer. There are several possible expenditure items related to emergency responses being considered which may come before Council in early August.

Some of the more important ongoing items on which we are working include City staff and the City Attorney have worked on the minor changes needed to the vendor ordinance that are needed to help bring some of the original 1996 language up to 2021 situations. We are looking at several other municipal ordinances, such as Conroe, Navasota, Round Rock, Dayton and others, to see how those cities worked through issues so we can use elements from those ordinances that would be appropriate for Montgomery. For example, in updating our definitions we are using terminology from Conroe's ordinance that would work and apply to Montgomery. Rather than try to rush this process on to the July 27<sup>th</sup> agenda, we will be working to get the proposed ordinance ready for one of the upcoming meetings. I would like to ask each member of City Council to let me know what elements they would feel are most important for us to address in the revised ordinance before this comes back to City Council. The tax exemption ordinance was forwarded to the County Wednesday evening following the Special Meeting and its receipt for entry into their system was confirmed. I have filed the appropriate requests through Texas

Department of Emergency Management (TDEM) for access to the American Rescue Plan funding that will be available to the City. We are currently waiting on further information from TDEM. City staff has been processing an increased number of records requests in recent weeks. This may slow down some action on other items as we attempt to make such requests a priority, although we also have specific steps that must be taken to respond to these in an appropriate and timely manner.

The regular local meetings I have attended since the last City Administrator Report include the Planning and Zoning Commission Meeting on July 6<sup>th</sup> (which was cancelled and rescheduled), the City Council Meeting on July 13<sup>th</sup>, the Chamber of Commerce monthly lunch meeting on July 9<sup>th</sup>, and the Montgomery Economic Development Corporation Meeting on July 19<sup>th</sup>. I was also involved in numerous internal meetings pertaining to other City functions.

I wanted to provide early notice that I am planning to take some vacation time in October. I will provide specific dates in several weeks for the time off, but am planning to take the time off between City Council meetings.

Please feel free to contact me directly if you have any questions about these items. I look forward to seeing each of you at the upcoming meeting. If you have specific questions on items within the reports, please feel free to contact me or the appropriate department head prior to the meeting. Also, please let me know if you will be unable to attend this City Council Meeting.

Respectfully submitted,

*Richard Tramm*

City Administrator



## Development Report July 2021

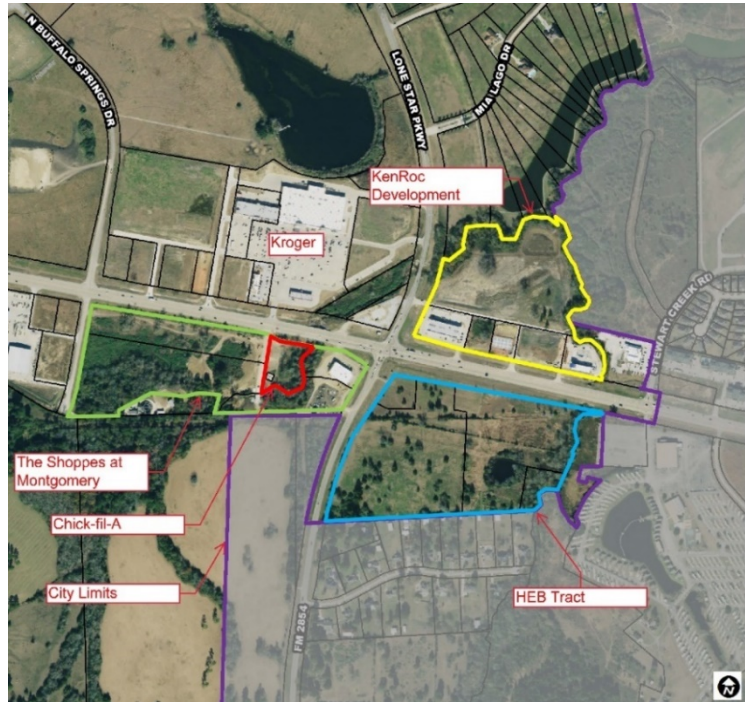
Richard Tramm, City Administrator  
Dave McCorquodale, CPM, Assistant City Administrator and  
Director of Planning & Development

Residential and commercial markets were active and showed strong growth for the first half of 2021. While new home construction starts have outpaced lot delivery by a small margin over the last several years, new developments coming online in the next two months will ensure attractive homesites are available to meet residential market demands. Commercial construction activity continues within existing developments on the east end of the City. We continue to monitor the COVID-19 pandemic and its effects on development. Broadly speaking, short-term effects on City development appear minimal. Longer-term implications for certain market segments remain to be seen, but the City is seeing positive signs in retail sales, as well as in commercial and residential construction.

## Commercial Development

### East End Commercial –

Construction on the east end of Montgomery continues at a steady pace. The 26-acre Shoppes at Montgomery is active with Panda Express, a fast-casual Chinese restaurant chain, under construction. AutoZone is complete and open for business next to McCoy's Building Supply.



### Central Business District & Historic Downtown –

No new development activity to report this month.





# Residential Development

Existing homesite inventory is limited, but available, and several new residential subdivisions are under development. While uncertainty exists in the market, low mortgage interest rates coupled with a desirable community and relatively low home prices will likely keep demand for new housing strong for the immediate future.

- 28 new homes completed in 2021 (through June 30th)
- 6 new single-family home permits issued in June

Hills of Town Creek Subdivision – Near Montgomery High School on the west side of the City, this subdivision has 130 single-family homesites. Several new home permits have been issued this month for the new 30-lot Section Four addition the subdivision.

Town Creek Crossing – This addition to the Buffalo Springs Planned Development includes 199 residential homesites and eight commercial reserves. Site work is underway with homes expected to begin construction in the coming months.





# City Development Activities

Texas Water Development Board Funding - The City is utilizing \$2.8 million in TWDB funding for water and sewer infrastructure projects that include:

- Downtown + SH105 Waterline. (Began Jan. 2021 and nearing completion).
- Water Plant #3 (starting work soon).
- Lift Station #1 (completed).
- Lift Station #3 Sanitary Force Main Reroute (design complete; process on hold pending final reconciling of cost for above project to determine available funding)

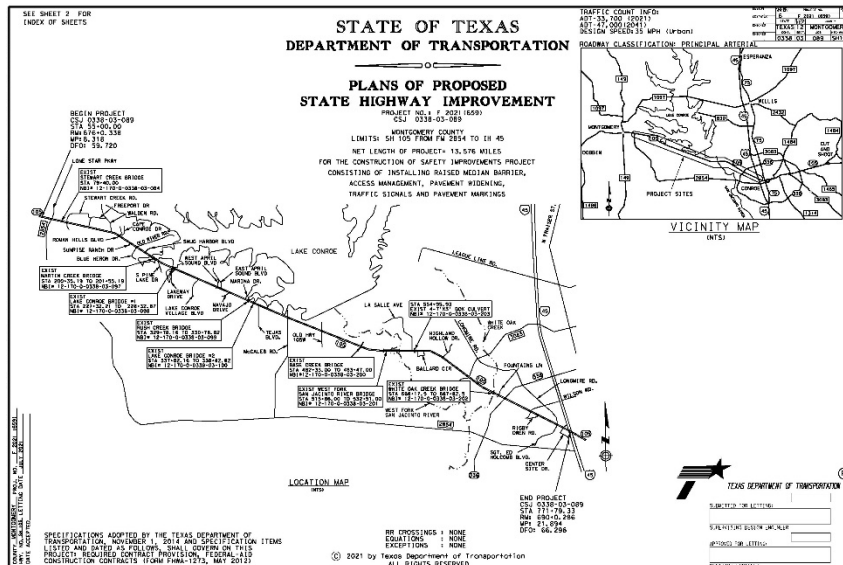
General Land Office Severe Flood Mitigation Grant – In 2018, the City was awarded \$2.2 million from the Texas General Land Office (GLO) for flood-related damages associated with 2016-2018 flooding events, which included the Memorial & Tax Day floods and Hurricane Harvey. A study of the Town Creek and Anders Branch watersheds on the north side of the City is now complete, and projects identified in the study will be implemented with a portion of the grant funds. The work proposed in the study is under review by the GLO and the City is requesting a timeline extension for the project completion due to the COVID-19 pandemic. The City is preparing to move forward with select portions of this grant project.

Minimum MUD Standards – During 2019 and 2020, the City considered a framework of standards for MUD's and other Special Purpose Districts in the City Limits and ETJ. As City staff explored establishing minimum MUD standards, it was realized that each situation would need to be considered according to its individual merits. This led to the creation of a set of statements/questions for the City to use in evaluating future special district creation requests. They are:

1. How does the proposed District benefit its residents? (available amenities, etc)
2. How does the proposed District benefit the broader community? (variety of housing options, possible improved commercial development)
3. How does the proposed District benefit the City? (fiscally responsible planning, collaborative relationships with developers).

**Transportation & Mobility** – Several projects are underway to improve mobility in the City for both vehicular traffic and pedestrians.

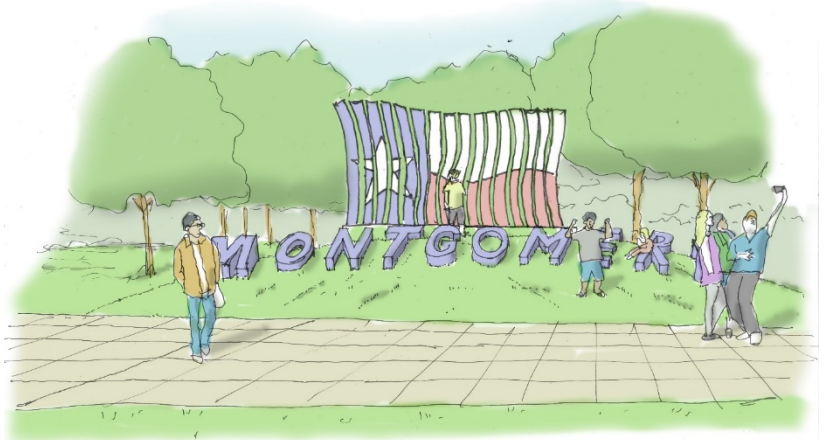
- **FM149 turn lane:** The City has been working with TxDOT on a turn lane at the intersection of SH105 & FM149 since early 2019. The turn lane will serve northbound traffic on FM149 turning eastbound on SH105. TxDOT plans to begin work on the turn lane in late September.
- **TxDOT 2021 Transportation Alternatives Call for Projects:** TxDOT’s bi-annual program seeks to improve pedestrian and bicycle facilities on or near TxDOT roads. The City recently submitted two sidewalk projects: one along Martin Luther King, Jr. Drive from FM149 to the City limits, and one connecting the downtown to the public library and Memory Park on Bessie Price Owens Drive. The program provides an 80% grant for awarded projects with 20% local matching funds. Detailed applications were submitted in mid-June and projects will be awarded in October 2021.
- **TxDOT SH 105 Access Management Project:** TxDOT plans to begin construction of raised medians in key locations between FM 2854 in Montgomery and I-45 in Conroe. This multi-year project will improve safety by reducing cross-traffic turning locations and providing dedicated single-direction turn lanes where the project study identified a need for them. More about the project can be found at: <https://www.txdot.gov/inside-txdot/projects/studies/houston/sh105-access.html>. Click on the Project Tracker to see project details.



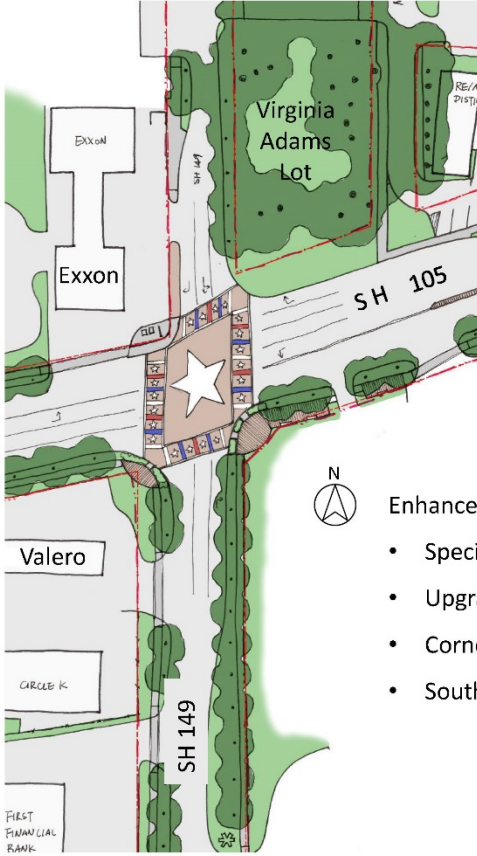
**Downtown Improvement Plan** – This MEDC-funded project to improve the downtown area is an approximately 7-month project that began in November 2020. The MEDC worked with TAMU landscape architecture students on visioning for the project and has contracted with the Gunda Corporation/White Oak Studio team to lead the design efforts. The team has completed the site analysis preliminary design phases and is working on the final design. Several of the slides from the design team’s work are included below.



Sketch of Liberty Street



Monument Concept

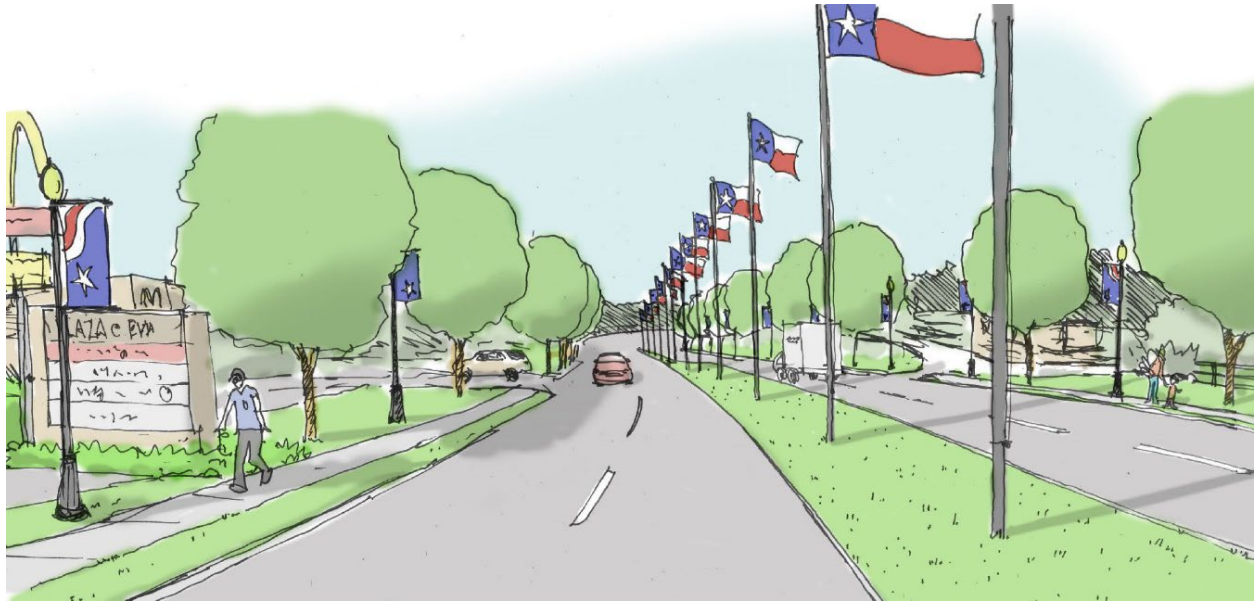


Example of Intersection and Corner Development

Enhance Downtown Gateway and Increase Awareness of Downtown:

- Special Intersection and Crosswalks Pavement
- Upgraded Traffic Signals and Light Poles
- Corner Landscape & Hardscape Enhancements
- South Gateway Landscape Enhancements along SH 149

**SH 105 / SH 149 INTERSECTION IMPROVEMENTS**

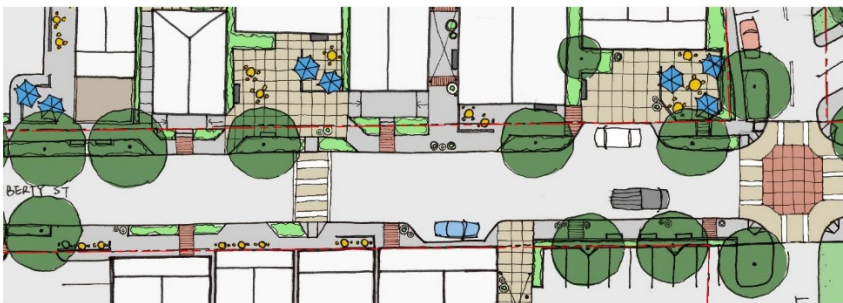


Conceptual sketch of 105/Eva Street at downtown

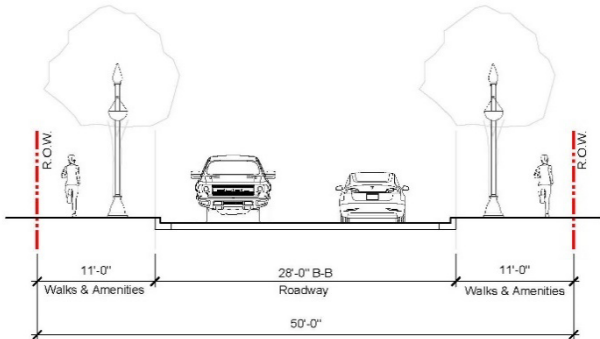




Downtown concept drawing



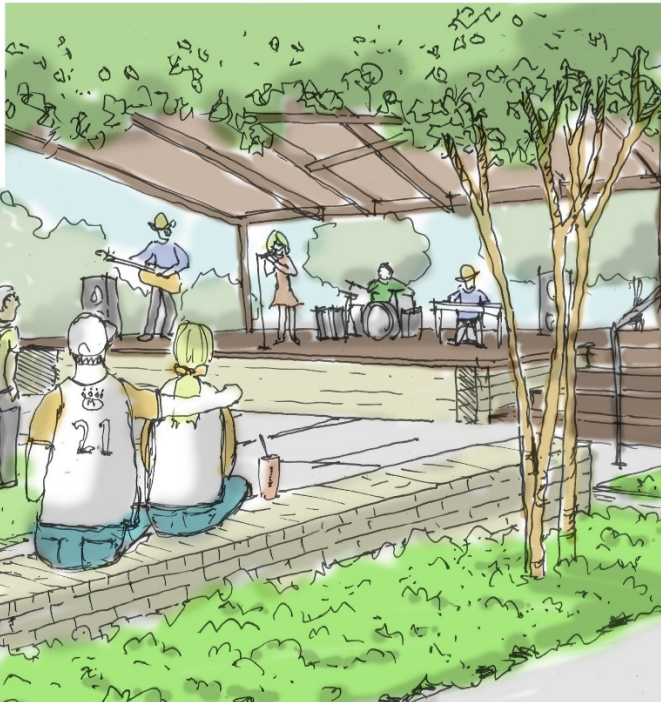
Liberty Street concept drawings







City Centre – Houston



JACOBS LOT PAVILION & FESTIVAL LAWN



MCCOWN STREET PEDESTRIAN IMPROVEMENTS

## Businesses Opened in 2021

Chandler's Event Venue; 304 Caroline St

Lizzy Boutique & Salon; 308 Caroline St

Starbucks; 20219 Eva St

3D's Deli; 401 College St

Cotton & Rye Boutique; 304 John A Butler St

Samplers & Stitchin'; 305 Caroline St.

AutoZone; 20311 Eva St.

Heart of Texas Utility Design; 15349 Summit Park Dr.





Public Works Department  
 101 Old Plantersville Rd.  
 Montgomery, TX 77316  
 Main: 936-597-6434 Fax: 936-597-6437

## Monthly Report for June 2021

### Water

- Repaired service line hit by contractor.
- Completed yearly meter box evaluation list.
- Completed monthly cutoff list for nonpayments.
- Completed monthly leak notification door hangers.
- Completed monthly meter verification list.
- Completed monthly check of idle meter list for consumption. No issues were found.
- Activated/deactivated 10 water accounts.
- Completed 5 work orders for endpoint maintenance issues.
- Completed 3 work orders for water leaks.
- Completed 17 work orders for miscellaneous water issues.
- Completed 3 work orders for water taps.

### Wastewater

- Investigated sewer line routing near LS5 with camera rig.
- Located missing sewer tap in Terra Vista with camera rig.
- Completed 3 work order for sewer taps.
- Completed 0 work orders for sewer-stop up.

### Streets/Drainage/ROW

- Trimmed low limbs on College St.
- Replaced broken street sign bracket on Pond @ College St.
- Repaired street sign at Bessie Price Owen @ Berkley.
- Excavated ditch at 809 College St. to improve drainage.
- Removed fallen debris on Eva St. from storm.
- Repaired 2 potholes.
- Completed 0 work orders for streetlight request.
- Completed 1 work order for Street ROW – Ditch/Drainage.
- Completed 5 work orders for street sign issues.
- Completed daily utility locates as necessary.
- Completed daily removal of bandit signs as necessary.

### **Building/Facility/Vehicle/Equipment Maintenance**

- Cleaned exterior windows at City Hall.
- Replaced 2 wall light packs on Community Center building.
- Replaced gate actuators at Sewer Plant 2.
- Installed yellow safety chains on catwalk at Sewer Plant 2.
- Completed monthly light bulb check at all facilities.
- Delivered cases of water to City Hall as requested.
- Completed weekly cleaning of Community Center.
- Completed weekly pre trip inspections of crew trucks.
- Completed monthly check of all irrigation systems and made repairs as necessary.
- Completed 18 work orders for general-City Hall maintenance.

### **Parks/Recreation**

- Replaced volleyball net at Cedar Brake Park.
- Repaired Crane Cabin roof leak at Fernland Park.
- Replaced rotten threshold in Simonton House at Fernland Park.
- Replaced basketball net at Homecoming Park.
- Removed fallen tree at Cedar Brake Park from storm.
- Posted all park reservation notices.
- Completed 26 work orders for maintenance-parks issues.
- M/W/F cleaning of all restrooms and grounds.
- Fernland docents reported 680 visitors and provided 81 tours for the month.

### **General**

- Completed quarterly Heavy Trash event.
- Presented an equipment demonstration at Lone Star Christian Academy.
- Attended Movies in Montgomery event.
- Completed 22 work orders for maintenance-general issues.
- Completed monthly safety meeting with department and safety officer.
- Attended bi-weekly conference calls with utility operator and engineer.

Report prepared by:  
Mike Muckleroy  
Director of Public Works  
July 21, 2021



# Montgomery Police Department

*Chief Anthony Solomon*

## **Activity Report**

**June 1, 2021 - June 30, 2021**

### **Patrol Division**

Calls for Service	-	204
Total Reports	-	23
Citations Issued	-	149
Warnings Issued	-	376
Arrests	-	12
Accidents	-	7

### **Personnel/Training**

Officers Edelman and Lozano attended Child Occupant Restraint Enforcement training.

Office Aguirre attended Defensive Tactics Instructor training.

Sgt. Hernandez attended Child Safety Passenger Certification training.

Lt. Belmares attended TCOLE training.

Officers Aguirre and McRae attended Distracted Driving Enforcement training.

### **Investigation Division**

Total number of assigned cases to C.I.D. for the month: 1

### **Breakdown by Offense Category**

DWI	7
Drug Arrests	3
Driving While License Suspended	1
Assault	3
Criminal Trespass	1



**Major Incidents**

No Major Incidents in June.

**Upcoming Events**

Community Emergency Response Team (CERT) Training began June 30<sup>th</sup> and continues for 8 weeks.

Coffee with a Cop will be held in September. Date and location are tbd.

**Traffic and Safety Initiatives**

Hurricane Preparedness pamphlets are available at City Hall and on the PD Website and Facebook page year round.

The Montgomery Police Dept took part in TXDOT's Click It Or Ticket program through June 6th. Officers were assigned to extra patrols during this time. The purpose of this campaign is to help educate drivers and passengers about the dangers of not wearing a seatbelt.

The Montgomery Police Dept. held Coffee with a Cop on June 24<sup>th</sup> at the Old Montgomery Steakhouse. The response was great; the Chief and our officers were able to answer a lot of questions and really get to know the people in our community.

# City of Montgomery Municipal Court Report June 2021

Kimberly Duckett  
Court Administrator



# Comparison Chart

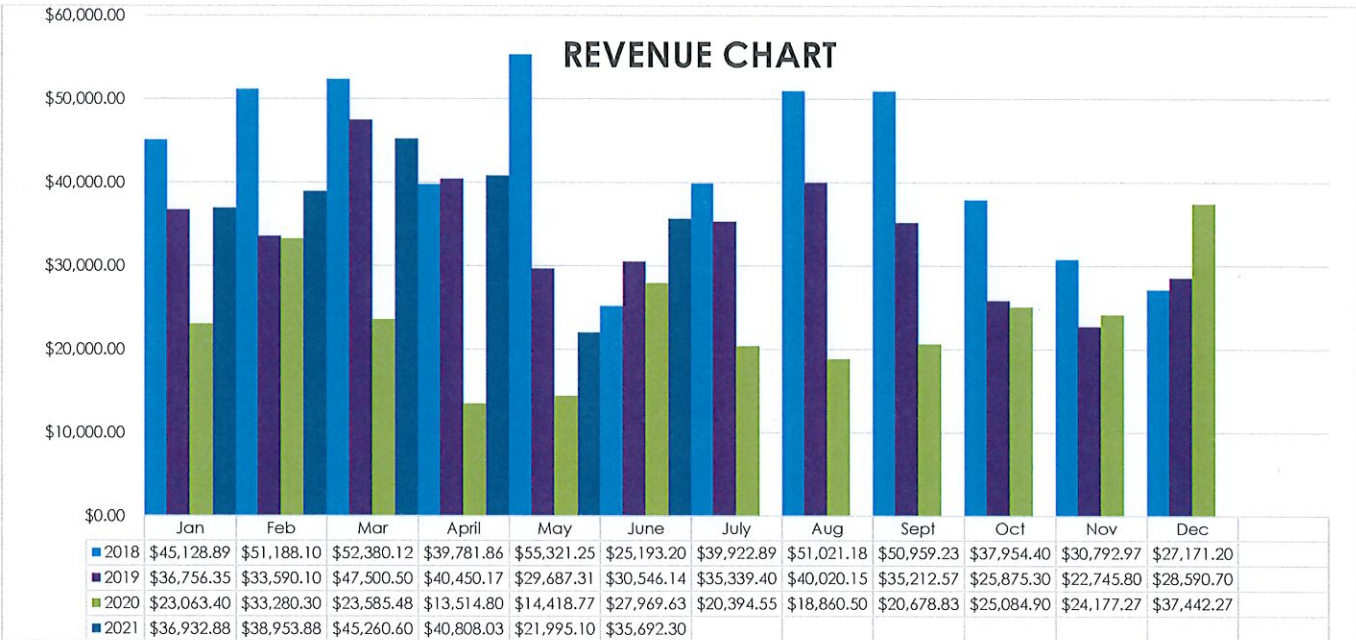
## Citations and Revenue January 2018 - Present

	2018	2019	2020	2021
<i>Jan</i>	207	197	184	183
<i>Feb</i>	199	180	81	108
<i>Mar</i>	163	264	72	148
<i>April</i>	218	143	28	114
<i>May</i>	229	139	90	205
<i>June</i>	257	233	110	123
<i>July</i>	282	203	39	
<i>Aug</i>	320	233	78	
<i>Sept</i>	211	196	127	
<i>Oct</i>	143	107	121	
<i>Nov</i>	202	130	216	
<i>Dec</i>	174	121	128	

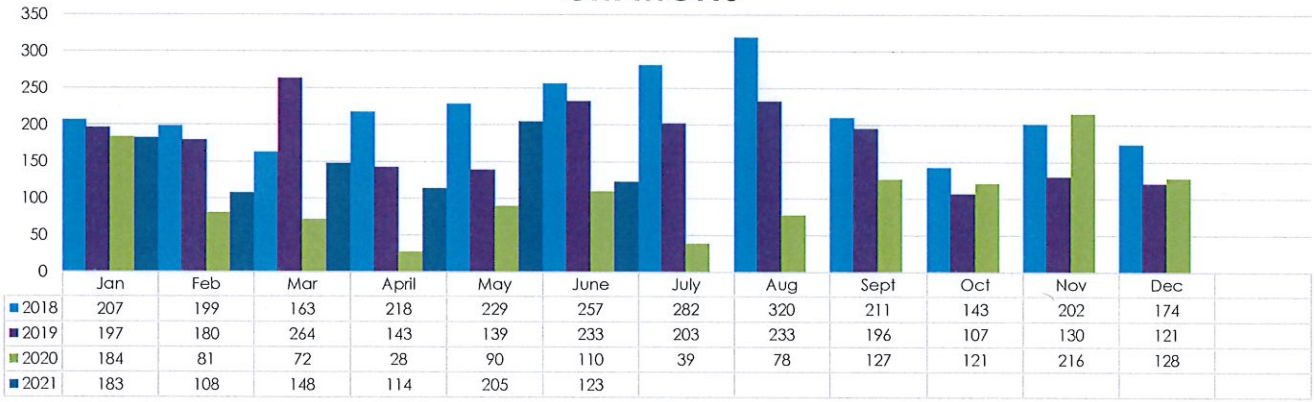
**Totals**            2605                    2146                    1274                    881

	2018	2019	2020	2021
<i>Jan</i>	\$45,128.89	\$36,756.35	\$23,063.40	\$36,932.88
<i>Feb</i>	\$51,188.10	\$33,590.10	\$33,280.30	\$38,953.88
<i>Mar</i>	\$52,380.12	\$47,500.50	\$23,585.48	\$45,260.60
<i>April</i>	\$39,781.86	\$40,450.17	\$13,514.80	\$40,808.03
<i>May</i>	\$55,321.25	\$29,687.31	\$14,418.77	\$21,995.10
<i>June</i>	\$25,193.20	\$30,546.14	\$27,969.63	\$35,692.30
<i>July</i>	\$39,922.89	\$35,339.40	\$20,394.55	
<i>Aug</i>	\$51,021.18	\$40,020.15	\$18,860.50	
<i>Sept</i>	\$50,959.23	\$35,212.57	\$20,678.83	
<i>Oct</i>	\$37,954.40	\$25,875.30	\$25,084.90	
<i>Nov</i>	\$30,792.97	\$22,745.80	\$24,177.27	
<i>Dec</i>	\$27,171.20	\$28,590.70	\$37,442.27	

**Totals**            \$506,815.29            \$406,314.49            \$282,470.70            \$219,642.79



### CITATIONS





## UTILITY/GENERAL FUND REPORT – JUNE 2021

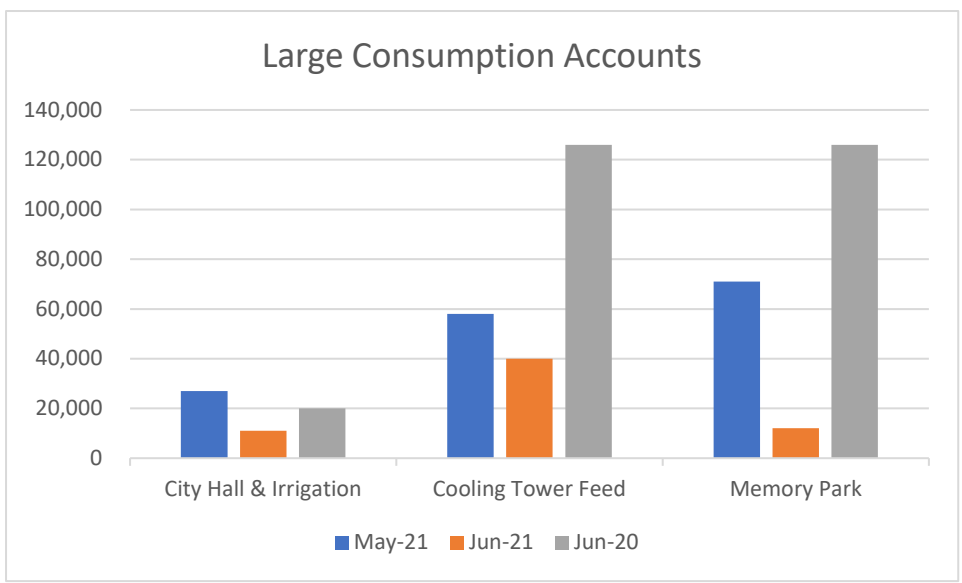
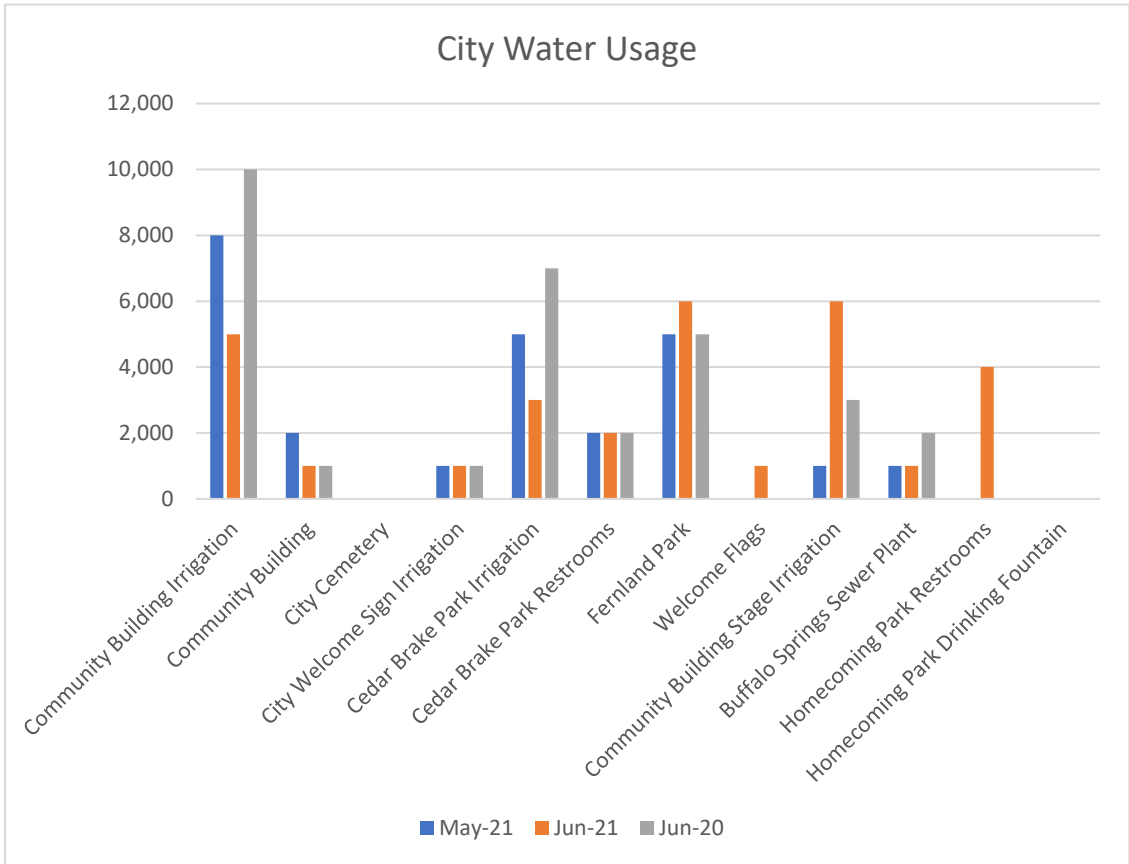
TOTAL REVENUE	
Utilities	\$138,826.34
Permits	\$15,655.00
Beverage/ Service Vehicle/ Vendor Permits	\$215.00
Franchise Fees	\$378.54
Flags Sold	\$337.00
Community Building Deposit	\$600.00
Community Building/ Park Rentals	\$1,275.00
Culvert Installation	\$216.59
Sign Permit	\$50.00
Clover Memorial Donation- Cedar Brake Park	\$1,820.00
Right Of Way Fees	\$25.35
MEDC- Goat Mascot Suit	\$250.00
Subpeona Payments	\$32.00
City Reimbursement- Consolidated Overpayment	\$55.74
Quilt Walk Vendor Fee	\$275.00
Escrow Fees	\$6,536.25
City Reimbursement- TML Insurance Claim	\$8,950.00
Goat Statue	\$1,400.00
Online Transaction Fees Web Payments	\$510.00
<b>Monthly Total:</b>	<b>\$177,407.81</b>

<b>ARREARS</b>			
	<b>60 Days</b>	<b>90 Days</b>	<b>120+ Days</b>
<b>Number of Accounts</b>	5	2	18
<b>Amount</b>	\$202.30	\$144.12	\$2,715.27
<b>GRAND TOTAL:</b>			<b>\$3,061.69</b>

<b>PERMITS</b>	
<b>Type</b>	<b>Permit Total</b>
Building-Residential	7
Plumbing	10
Mechanical	10
Irrigation	4
Electrical	15
<b>TOTAL</b>	<b>46</b>

<b>UTILITIES</b>	
New Water Accts.	31
Disconnected Water Accts.	21
<b>Total Number of Active Accts.</b>	<b>888</b>

CITY ACCOUNT WATER USAGE				
ACCOUNT NAME	ACCT #	May-21	Jun-21	Jun-20
Community Building Irrigation	(01-8732-00)	8,000	5,000	10,000
Community Building	(01-0130-00)	2,000	1,000	1,000
City Cemetery	(01-1110-00)	0	0	0
City Welcome Sign Irrigation	(01-8733-00)	1,000	1,000	1,000
Cedar Brake Park Irrigation	(01-8736-00)	5,000	3,000	7,000
Cedar Brake Park Restrooms	(01-8735-00)	2,000	2,000	2,000
Ferland Park	(01-8737-00)	5,000	6,000	5,000
Welcome Flags	(01-8734-00)	0	1,000	0
Community Building Stage Irrigation	(01-6180-00)	1,000	6,000	3,000
Buffalo Springs Sewer Plant	(01-8821-00)	1,000	1,000	2,000
Homecoming Park Restrooms	(01-8820-00)	0	4,000	0
Homecoming Park Drinking Fountain	(01-8738-00)	0	0	0
City Hall & Irrigation	(01-6190-00)	27,000	11,000	20,000
Cooling Tower Feed	(01-0355-00)	58,000	40,000	126,000
Memory Park	(01-5885-00)	71,000	12,000	126,000





**City of Montgomery**  
**Operations Report**  
**June 2021**  
**05/18/21 - 06/17/21**



**Dear City of Montgomery Council Members:**

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

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

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

All the district's data can be accessed on-line. The data is username and password protected. The data is integrated with Kardia and updated daily. District alerts that are generated by Kardia can be sent to board designated recipients. H2O Innovation appreciates the trust and confidence that the board has in our team. We work diligently to provide our clients with accurate and useful information.

Michael Williams



Vice President  
H2O Innovation O&M

**District Alerts**

**05/19/2021—WWTP, Generator Running; Lift Station 3, Blowers Off**

Operator was called out to facility for generator running alarm and blowers being offline in LS3. Upon arrival operator found both facilities operating on normal power with no issues. Alarm was likely caused due to a recent power surge in the area.

**05/27/2021— Lift Station 2, Generator Running**

Operator was called out to facility for generator running alarm. Upon arrival operator found facility without power caused by damage to the power lines. Entergy made repairs to electric lines, facility back online.

**05/28/2021—Lift Station 2 & 9, High Wet Well/Generator Running**

Operator was notified of high wet well level at facilities. Operator found LS 9 running on lag mode, LP 1 tripped. Operator reset pump and began running normal. Lift Station 2 running normal. No issues found.

**06/02/2021—WWTP, Generator Running**

Operator was called out to the facility for generator running. Operator investigated the area and plant was on normal power. Operator reset equipment and no further issues.

**06/05/2021—Lift Station 5, Generator Running**

Operator was called out to facility due to a generator running alarm. Upon arrival operator found the plant on normal power, alarm was likely caused by possible power surge in the area. Operator reset equipment, no further issues.

**06/09/2021—Lift Station 3, High Run Time**

During facility check operator found lift pump 1 with high run time, caused by pump being ragged. Pump was pulled and cleaned of debris.

**06/10/2021—WWTP, LS3, LS6, No Power Alarm, Generator Running**

Operator was called out to facility for no power and generator running alarm. Operator investigated the area and found LS 3 running on normal power and LS 6 with power restored. Operator reset equipment.

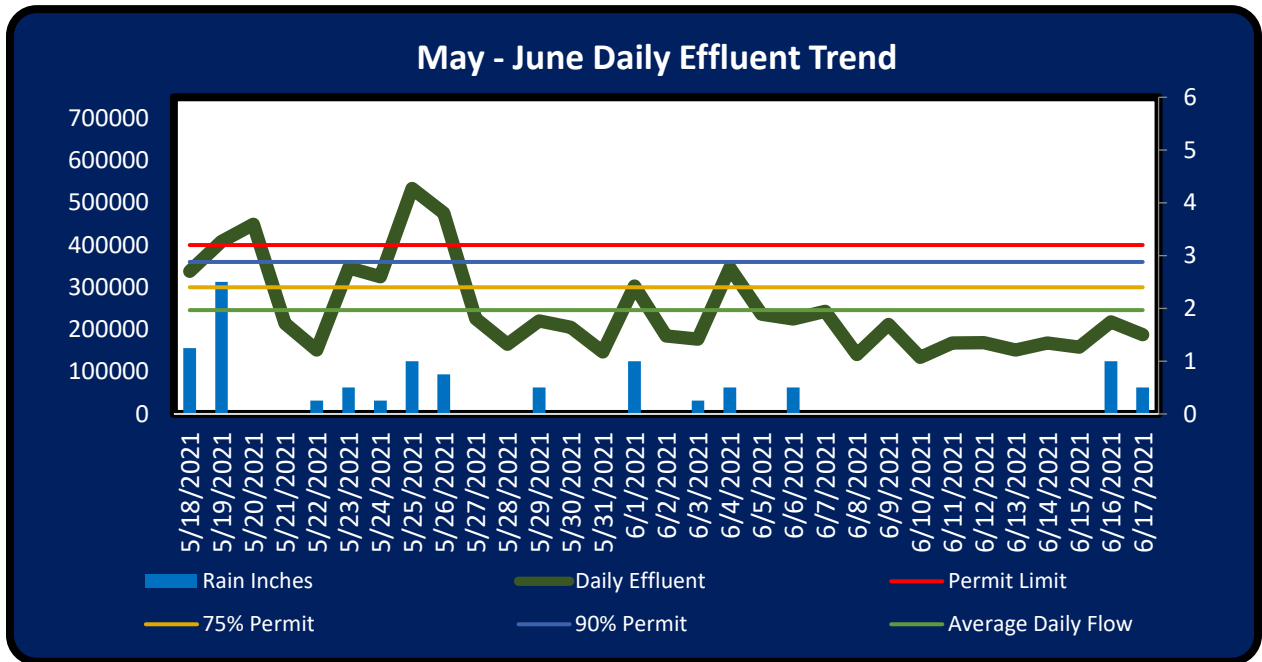
**06/12/2021—Lift Station 5, Generator Running**

Operator was called out to facility for generator running. Upon arrival operator found the facility on normal power. Operator reset equipment, no further issue.

**06/15/2021—Lift Station 2**

Auto Dialer called out for generator running alarm, upon arrival the operator found that a down tree branch damaged the incoming power line. The line was replaced, and normal power restored.

### Wastewater Plant Flow Detail



- Flow for the month of May - June was 7,622,000 gallons
- Daily peak flow May 25, 2021 was 534,000 gallons
- Average Daily Flow 245,900 gallons
  - 61% of permitted capacity


Discharge Limitations

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

*Effluent*

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

Buffalo Springs WWTP Effluent Monitoring Report

Effluent Permitted Values	Parameter		Measured	Excursion
Average Monthly T.S.S.	15	mg/l	3.80	no
Average Monthly NH3	2	mg/l	0.52	no
Minimal CL2 Residual	1	mg/l	1.02	no
Max CL2 Residual	4	mg/l	3.94	no
Rainfall for the Month		10.75	inches	

**There were no excursions for the month of June.**

**Water Report**

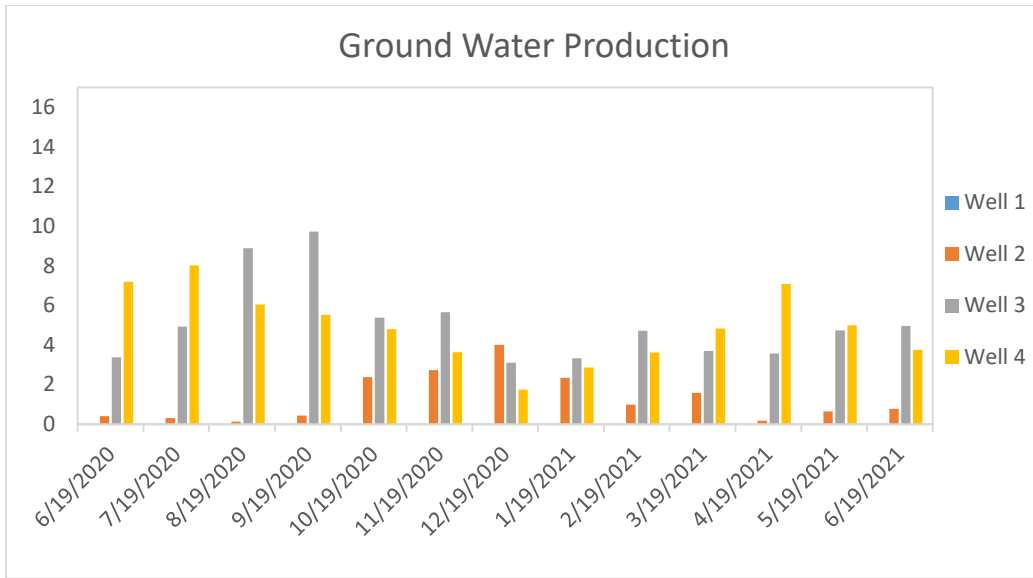
05/18/2021-06/17/2021

2021							
Well Name	Recorded Flow MGD	% of Total	Rating MGD/Day	YTD Pumpage MGD	YTD %	Permitted Value	Remaining Permit %
Well 2	0.773	8.16%	0.864	4.779	8.78%	92.930	69.30%
Well 3	4.962	52.36%	0.864	23.746	43.64%		
Well 4	3.741	39.48%	2.160	25.892	47.58%	90.000	71.23%
Total	9.476	100.00%	3.888	54.417	100%	182.930	
Flushing	0.178						
Subtotal	9.298						
Sold	8.966						
% Accounted	96%						

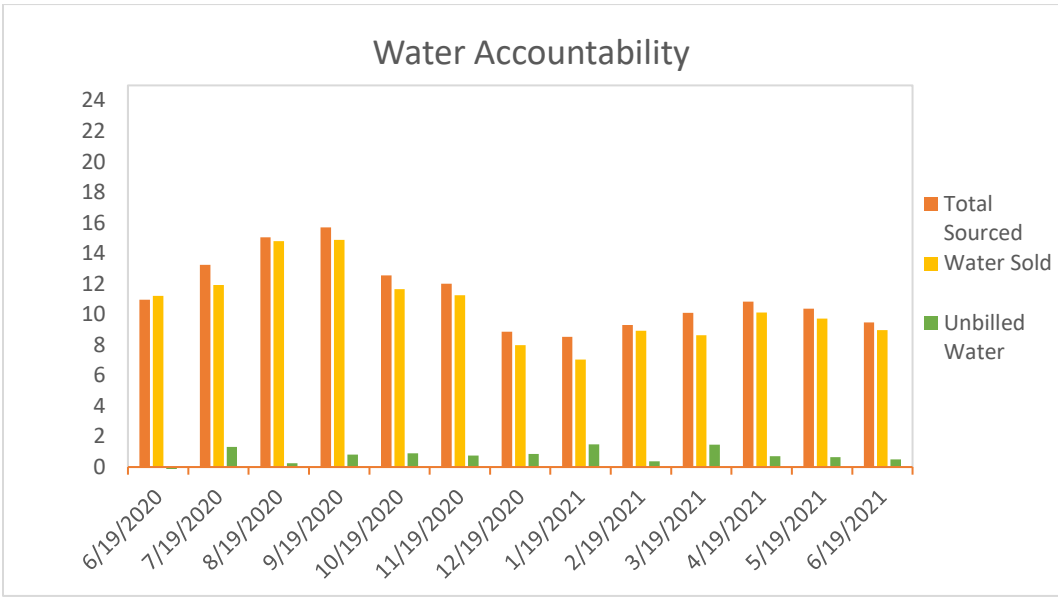
Accountability	
Total Water Sourced	9.476
Flushing	0.178
Subtotal	9.298
Sold	8.966
Accountability %	96%

CONNECTIONS	
School	12
Commercial Inside	164
Commercial Outside	1
Residential Inside	768
Residential Outside	29
Church	14
City	15
Hydrant	7
Multifamily	14
n/a	3
<b>Total</b>	<b>1027</b>





Date	Total	Well_1	Well_2	Well_3	Well_4
AVG	11.31	0.000	1.301	5.080	4.926
6/19/2020	10.96	0.000	0.398	3.371	7.191
7/19/2020	13.246	0.000	0.315	4.927	8.004
8/19/2020	15.059	0.000	0.129	8.883	6.047
9/19/2020	15.691	0.000	0.441	9.731	5.519
10/19/2020	12.546	0.000	2.380	5.374	4.792
11/19/2020	12.018	0.000	2.732	5.648	3.638
12/19/2020	8.858	0.000	4.012	3.103	1.743
1/19/2021	8.527	0.000	2.340	3.334	2.853
2/19/2021	9.314	0.000	0.987	4.712	3.615
3/19/2021	10.103	0.000	1.580	3.693	4.830
4/19/2021	10.837	0.000	0.185	3.572	7.080
5/19/2021	10.365	0.000	0.642	4.734	4.989
6/19/2021	9.476	0.000	0.773	4.962	3.741
Total	147	0.000	16.914	66.044	64.042



Date	Accountability	Unaccounted	Total Sourced	Water Sold	Flushing/ Leaks	Unbilled Water
6/19/2020	104%	-0.413	10.960	11.215	0.158	-0.255
7/19/2020	92%	1.098	13.246	11.931	0.217	1.315
8/19/2020	100%	0.033	15.059	14.799	0.227	0.260
9/19/2020	99%	0.150	15.691	14.875	0.666	0.816
10/19/2020	93%	0.846	12.546	11.645	0.055	0.901
11/19/2020	95%	0.635	12.018	11.265	0.118	0.753
12/19/2020	94%	0.563	8.858	7.991	0.304	0.867
1/19/2021	96%	0.331	8.527	7.046	1.150	1.481
2/19/2021	97%	0.303	9.314	8.936	0.075	0.378
3/19/2021	94%	0.618	10.103	8.642	0.843	1.461
4/19/2021	97%	0.328	10.837	10.126	0.383	0.711
5/19/2021	96%	0.465	10.365	9.722	0.178	0.643
6/19/2021	96%	0.332	9.476	8.966	0.178	0.510

**CITY OF MONTGOMERY  
ACCOUNT BALANCES 06-30-21  
For Meeting of July 27, 2021**

	<u>CHECKING ACCT BALANCES</u>	<u>PRIOR MONTH END INVESTMENTS</u>	<u>TOTAL FUNDS AVAILABLE</u>
<b><u>GENERAL FUNDS</u></b>			
OPERATING FUND #1017375	\$ 1,956,101.25		\$ 1,956,101.25
HOME GRANT FUNDS /COPS UNIVERSAL #1032895	\$ 10.00		\$ 10.00
ESCROW FUND #1025873	\$ -		\$ -
PARK FUND #7014236	\$ -		\$ -
POLICE DRUG & MISC FUND #1025675	\$ 10,675.64		\$ 10,675.64
INVESTMENTS - GENERAL FUND		\$ 353,000.00	\$ 353,000.00
TEXPOOL - GENERAL FUND # 00003		\$ 15,068.53	\$ 15,068.53
TEXPOOL - RESERVE FUND # 00001		\$ 434.51	\$ 434.51
<b>TOTAL GENERAL FUND</b>	<b>\$ 1,966,786.89</b>	<b>\$ 368,503.04</b>	<b>\$ 2,335,289.93</b>
<b><u>CONSTRUCTION FUND</u></b>			
BUILDING FUND #1058528	\$ -		\$ -
CONSTRUCTION ACCOUNT #1058544	\$ 454.01		\$ 454.01
BOK FINANCIAL SERIES 2017A	\$ 103,070.51		\$ 103,070.51
BOK FINANCIAL SERIES 2017B	\$ 1,341,578.12		\$ 1,341,578.12
TEXPOOL - CONST # 00009		\$ 697.51	\$ 697.51
INVESTMENTS - CONSTRUCTION		\$ -	\$ -
<b>TOTAL CONSTRUCTION FUND</b>	<b>\$ 1,445,102.64</b>	<b>\$ 697.51</b>	<b>\$ 1,445,800.15</b>
<b><u>DEBT SERVICE FUND</u></b>			
DEBT SERVICE FUND #7024730	\$ 244,142.44		\$ 244,142.44
TEXPOOL DEBT SERVICE # 00008	\$ -	\$ 517.57	\$ 517.57
<b>TOTAL DEBT SERVICE FUND</b>	<b>\$ 244,142.44</b>	<b>\$ 517.57</b>	<b>\$ 244,660.01</b>
<b><u>COURT SECURITY FUND</u></b> #1070580	<b>\$ 7,603.08</b>	<b>\$ -</b>	<b>\$ 7,603.08</b>
<b><u>COURT TECHNICAL FUND</u></b> #1058361	<b>\$ 40,345.81</b>	<b>\$ -</b>	<b>\$ 40,345.81</b>
<b><u>GRANT FUND</u></b>			
HOME GRANT ACCOUNT #1059104	\$ 5,737.63		\$ 5,737.63
GRANT ACCOUNT #1048479	\$ 80.73		\$ 80.73
<b>TOTAL GRANT FUND</b>	<b>\$ 5,818.36</b>	<b>\$ -</b>	<b>\$ 5,818.36</b>
<b><u>HOTEL OCCUPANCY TAX FUND</u></b> #1025253	<b>\$ 16,466.76</b>	<b>\$ -</b>	<b>\$ 16,466.76</b>
<b><u>MEDC</u></b>			
CHECKING ACCOUNT #1017938	\$ 722,709.81		\$ 722,709.81
TEXPOOL - MEDC # 00006		\$ 473,643.51	\$ 473,643.51
TEXPOOL - MEDC # 00005		\$ 165,905.97	\$ 165,905.97
TEXPOOL - MEDC # 00010		\$ 200,000.65	\$ 200,000.65
<b>TOTAL MEDC</b>	<b>\$ 722,709.81</b>	<b>\$ 839,550.13</b>	<b>\$ 1,562,259.94</b>
<b><u>POLICE ASSET FORFEITURES</u></b> #1047745	<b>\$ 12,086.80</b>		<b>\$ 12,086.80</b>
<b><u>UTILITY FUND</u></b>			
UTILITY FUND #1017383	\$ 1,180,566.06		\$ 1,180,566.06
INVESTMENTS - UTILITY FUND		\$ 100,000.00	\$ 100,000.00
TEXPOOL - UTILITY FUND # 00002		\$ 659,355.78	\$ 659,355.78
<b>TOTAL UTILITY FUND</b>	<b>\$ 1,180,566.06</b>	<b>\$ 759,355.78</b>	<b>\$ 1,939,921.84</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 5,641,628.65</b>	<b>\$ 1,968,624.03</b>	<b>\$ 7,610,252.68</b>
<b><u>INVESTMENTS</u></b>			
TEXPOOL - GENERAL FUND			\$ 15,503.04
INVESTMENTS - GENERAL FUND			\$ 353,000.00
TEXPOOL - CONST # 00009			\$ 697.51
TEXPOOL - DEBT SERVICE # 00008			\$ 517.57
TEXPOOL - MEDC			\$ 473,643.51
INVESTMENTS - MEDC			\$ 165,905.97
INVESTMENTS - MEDC			\$ 200,000.65
TEXPOOL - UTILITY			\$ 659,355.78
INVESTMENTS - UTILITY			\$ 100,000.00
<b>TOTAL ALL INVESTMENTS</b>			<b>\$ 1,968,624.03</b>

\*Note:



# City of Montgomery

## Bookkeeper's Report

June 30, 2021

City of Montgomery  
Account Balances

Item 15.

As of June 30, 2021

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Fund: Operating</b>					
Certificates of Deposit					
BANCORPSOUTH (XXXX4541)	03/04/2021	08/31/2021	0.25 %	100,000.00	REIMB.
THIRD COAST BANK, SSB (XXXX8998)	03/04/2021	08/31/2021	0.35 %	100,000.00	
FRONTIER BANK (XXXX2710)	03/04/2021	09/01/2021	0.40 %	153,000.00	REIMB.
Money Market Funds					
TEXPOOL (XXXX0003)	08/01/2005		0.01 %	15,068.53	
TEXPOOL (XXXX0001)	02/07/2020		0.01 %	434.51	Reimbursement
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX7375)			0.00 %	1,956,101.25	Checking Account
FIRST FINANCIAL BANK (XXXX5675)			0.00 %	10,675.64	Police Drug & Misc Fund
FIRST FINANCIAL BANK (XXXX5873)			0.00 %	0.00	Escrow
FIRST FINANCIAL BANK (XXXX2895)			0.00 %	10.00	Home Grant / COPS Universal
FIRST FINANCIAL BANK (XXXX4236)			0.00 %	0.00	Park
<b>Totals for Operating Fund:</b>				<b>\$2,335,289.93</b>	
<b>Fund: Capital Projects</b>					
Money Market Funds					
TEXPOOL (XXXX0009)	12/27/2012		0.01 %	697.51	
Checking Account(s)					
BOK Financial (XXXX3014)			0.00 %	103,070.51	BOKF, NA Escrow - Series 2017A
BOK Financial (XXXX4012)			0.00 %	1,341,578.12	BOKF, NA Escrow - Series 2017B
FIRST FINANCIAL BANK (XXXX8528)			0.00 %	0.00	Building Fund
FIRST FINANCIAL BANK (XXXX8544)			0.00 %	454.01	Const Ckg-W&S Proj 1058544
<b>Totals for Capital Projects Fund:</b>				<b>\$1,445,800.15</b>	
<b>Fund: Debt Service</b>					
Money Market Funds					
TEXPOOL (XXXX0008)	12/27/2012		0.01 %	517.57	
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX4730)			0.00 %	244,142.44	Checking Account
<b>Totals for Debt Service Fund:</b>				<b>\$244,660.01</b>	
<b>Fund: CT Security</b>					
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX0580)			0.00 %	7,603.08	Cash In Bank
<b>Totals for CT Security Fund:</b>				<b>\$7,603.08</b>	
<b>Fund: CT Tech</b>					
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX8361)			0.00 %	40,345.81	Cash In Bank
<b>Totals for CT Tech Fund:</b>				<b>\$40,345.81</b>	
<b>Fund: Grant</b>					
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX8479)			0.00 %	80.73	Grant Account



City of Montgomery  
Account Balances

Item 15.

As of June 30, 2021

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Fund: Grant</b>					
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX9104)			0.00 %	5,737.63	Checking Account
Totals for Grant Fund:				\$5,818.36	
<b>Fund: Hotel Occupancy Tax</b>					
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX5253)			0.00 %	16,466.76	Cash In Bank
Totals for Hotel Occupancy Tax Fund:				\$16,466.76	
<b>Fund: MEDC</b>					
Money Market Funds					
TEXPOOL (XXXX0006)	08/01/2005		0.01 %	473,643.51	
TEXPOOL (XXXX0005)	02/07/2020		0.01 %	165,905.97	Reimbursement
TEXPOOL (XXXX0010)	06/24/2021		0.01 %	200,000.65	
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX7938)			0.00 %	722,709.81	MEDC Checking
Totals for MEDC Fund:				\$1,562,259.94	
<b>Fund: Policy Asset Forfeiture</b>					
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX7745)			0.00 %	12,086.80	Cash In Bank
Totals for Policy Asset Forfeiture Fund:				\$12,086.80	
<b>Fund: Utility</b>					
Certificates of Deposit					
PLAINS STATE BANK (XXXX1404)	03/04/2021	09/01/2021	0.30 %	100,000.00	
Money Market Funds					
TEXPOOL (XXXX0002)	08/01/2005		0.01 %	659,355.78	
Checking Account(s)					
FIRST FINANCIAL BANK (XXXX7383)			0.00 %	1,180,566.06	Water & Sewer Fund
FIRST FINANCIAL BANK (XXXX7417)			0.00 %	0.00	Customer Deposit Acct
FIRST FINANCIAL BANK (XXXX3840)			0.00 %	0.00	Water Works
Totals for Utility Fund:				\$1,939,921.84	
Grand total for City of Montgomery:				\$7,610,252.68	

## Cash Flow Report - Checking Account

Item 15.

As of June 30, 2021

Num	Name	Memo	Amount	Balance
BALANCE AS OF 06/01/2021				\$2,006,739.50
Receipts				
	Sales Tax		279,583.10	
	Transfer From Utility Fund Checking		17,035.49	
	Transfer From MEDC Fund Checking		3,958.34	
	Unclaimed Property - Mar 2019 - Feb 2020		519.37	
	Transfer From Utility Fund Checking		27,754.75	
	Transfer From MEDC Fund Checking		179.97	
	Interest		65.29	
	Tax Revenue CL06/21		1,684.34	
	Tax P&I CL 06/21		920.63	
	Tax Rev EOM 06/21		998.80	
	Tax Rev O/S 06/21		1,607.47	
	Miscellaneous Revenue CL 06/30/21		33,615.47	
	Beverage Tax Revenue 06/18/21		2,541.17	
	Miscellaneous Revenue OS 06/30/21		4,456.00	
	Court Revenue CL 06/21		32,050.10	
	Court Rev OS 06/21		2,263.90	
Total Receipts				409,234.19
Disbursements				
31278	Daspit, Laurence F	Payroll 06/04/21	(166.23)	
31279	Kelly Ross	Community Building Deposit Refund	(594.40)	
31280	Always Answer	Answering Service Inv # 18253-052621	(55.98)	
31281	City of Montgomery - Utility Fund	Water Usage @ Parks, City Hall, Com Center - Apr	(1,641.07)	
31282	Conroe Courier.	570514883 - H1807016- 08/14/2021	(26.00)	
31283	Entergy	Utilities per spreadsheet 05/21	(497.28)	
31284	GFOAT	GFOAT Membership - Anthony Lasky	(60.00)	
31285	Johnson Petrov LLP	Legal Fees - April 2021	(4,096.64)	
31286	Jones & Carter, Inc	Engineering Fees - April 2021	(8,166.25)	
31287	OCS, Inc.	Computers / Website - Inv 102562	(4,000.00)	
31288	Robert Rosenquist	Municipal Court Judge - 05/21	(1,000.00)	
31289	Sam's Club	Acct #040241083268-7	(188.04)	
31290	Virginia Lee Adams	Annual Lease Payment 5/1/21-4/30/22	(2,500.00)	
31291	American Law Enforcement Radar & Training	ACI Stalker Patrol / Class For Officers - Invoice 01	(400.00)	
31292	Axon Enterprises, Inc.	Acct# 456855 Tasers, Inv SI-1738346	(2,800.00)	
31293	Brenda Gunter Photography	Photographs for Officers - Invoice 2136	(95.00)	
31294	Bride & Bloom Floristry and Farm	Floral Arrangement - Live Oak Senior	(100.00)	
31295	Cody's Lawn Service LLC	Mowing	(12,205.50)	
31296	Easley Enterprises of Texas, Inc.	City Hall General Cleaning 05/21	(775.00)	
31297	Entergy	Utilities per spreadsheet 05/21	(963.17)	
31298	Gordon B. Dudley, Jr.	Prosecutor 06/03/21 - 18:00	(450.00)	
31299	Houston Chronicle	INV 34120681 - Ordinance for Towing Services / I	(318.19)	
31300	Impact Promotional Services LLC	Uniforms - Invoice INV7804	(135.98)	
31301	Interstate All Battery Center	Inv#1924101055360	(286.60)	
31302	Iron Mountain	Document Shredding DMLN420	(141.37)	
31303	Jim's Hardware Inc.	Acct #102 -Several Invoices 5/1-5/31/21	(488.65)	
31304	Michael Shirley	Court Prosecutor 06/03/2021	(450.00)	
31305	Optiquet Internet Services, Inc	Computer Tech	(199.59)	
31306	Rothco Tree Service, LLC	Tree removal Inv 916	(2,300.00)	
31307	State Comptroller	State Criminal Costs and Fees Qtr Ending 03/31/2	(3,336.64)	
31308	StopStick, Ltd.	9' Sleeve - Black - Invoice 0019813-IN	(86.00)	

## Cash Flow Report - Checking Account

Item 15.

As of June 30, 2021

Num	Name	Memo	Amount	Balance
Disbursements				
31309	Stowe's Collision Repair LLC	Police - Auto repairs Inv 8249 ; 8484 ; 8702 ; 8722	(283.38)	
31310	TML-IRP	Contract# 6827 Insurance Premium June 21	(5,199.32)	
31311	UBEO, LLC	Cust #MC50 - Overage 3/1-5/31/21 - Inv 131115	(317.43)	
31312	UniFirst Holdings, Inc.	Inv 8440947793 ; 7794 ; 8673 ; 8674 ; 9552 ; 9553 ;	(547.15)	
31313	Verizon Wireless	521590387-00001	(335.35)	
31314	Webb's Uniforms LLC	Uniforms - Invoice 41078 ; 41691 ; 41872	(1,964.28)	
31315	Weisinger Materials, Inc	Black Mulch - Invoice 099767 ; 101386	(330.00)	
31316	Wex Bank	Invoice 71651507 - April 2021 - Gas/Oil	(1,029.95)	
31317	Wex Bank	Invoice 71738378 - May 2021 - Gas/Oil	(3,151.70)	
31318	Susteen, Inc.	Data Pilot - Office Maintenance Invoice 9844521	(2,495.00)	
31319	Daspit, Laurence F	Payroll 06/18/21	(110.82)	
31320	Amazon Capital Services	Operating Supplies	(16.99)	
31321	Arnette Easley	Community Building Deposit Refund	(150.00)	
31322	Caitlyn Thomas	Community Building Deposit Refund	(150.00)	
31323	Card Service Center	First Financial Credit Card Account XXXX 0869 -	(8,441.95)	
31324	Comptroller of Public Accounts	Unclaimed Property - Mar 1 2019 to Feb 28th 2020	(519.37)	
31325	Consolidated Communications	936-597-6434 Telephone Service 5/1-05/31/21	(1,289.48)	
31326	James O Ferguson	Community Building Deposit Refund	(150.00)	
31327	LDC	CM100017 Gas 101 Plantersville 05/31/21	(59.46)	
31328	McCoy's Building Supply Corporation	Office Supplies - 05/31/2021 Invoices	(426.53)	
31329	Medical Air Services Association	Monthly Membership for 9 Emergent Plus Invoice	(126.00)	
31330	Municipal Accounts & Consulting, L.P.	Bookkeeping- Inv 69528 05/31/21	(3,860.91)	
31331	OCS, Inc.	Computers / Website - Inv 13944 & 13953	(3,631.20)	
31332	Rick Hanna, CBO	Inspections	(3,873.44)	
31333	Tiffany James	Community Building Deposit Refund	(150.00)	
31334	Amazon Capital Services	Operating Supplies	(176.20)	
31335	Axon Enterprises, Inc.	Acct# 456855 Tasers, Inv SI-1677953	(1,811.00)	
31336	Buckalew Chevrolet, L.P.	2017 Chevrolet Tahoe - Air Conditioning - Invoice	(1,118.68)	
31337	Christian Brothers Automotive	Repairs - 2015 Chevrolet Silverado - Oil Change	(75.75)	
31338	Consolidated Communications	936-043-5910/0 06/11/21-07/06/2021	(129.89)	
31339	Crown Oaks POA	Community Building Deposit Refund	(150.00)	
31340	Ed Loucks Insurance	City Administrator Bond for Richard Tramm #061	(170.00)	
31341	Firestone	Police - Inv 60915474..	(174.09)	
31342	Firestone Complete Auto Care Conroe	Police Tires purchase Inv 301229	(1,915.36)	
31343	Gulf Coast GFOA	Annual Membership / July Meeting	(40.00)	
31344	Impact Promotional Services LLC	Uniforms - Invoice INV9315	(126.48)	
31345	Jones & Carter, Inc	Engineering Fees - May 2021	(5,499.38)	
31346	Northwest Pest Patrol	Acct-32791-Mosquito fogging / Inv#373835, 836,	(580.00)	
31347	Stowe's Collision Repair LLC	Police - Auto repairs Several Invoices	(9,261.72)	
31348	Thomas Printing & Publishing	Business Cards Inv 11340	(717.00)	
31349	Verizon Connect NWF, Inc	Customer ID# PUBL005 - Invoice OSV000002461	(80.95)	
31350	Webb's Uniforms LLC	Uniforms - Invoice 42512	(102.00)	
ACH	TML-Health	Health, Life & AD&D Insurance Period 2021-06	(21,748.56)	
ACH	EFTPS	Payroll Taxes - June 2021	(18,714.38)	
ACH	Office of the Attorney General	Child Support	(1,205.54)	
ACH	Wex Bank	Invoice 737506142021 - June 2021 - Gas/Oil	(3,848.30)	
ACH	EFTPS	Payroll Taxes - June 2021	(19,458.06)	
ACH	Office of the Attorney General	Child Support	(1,205.54)	
ACH	Richard Tramm.	Payroll -Tramm	(350.00)	
ACH	Staples Business Credit	Printing & Office supplies	(195.65)	
ACH	Wex Bank	Invoice 72238506 - May 2021 - Gas/Oil	(1,118.94)	
ACH	Aflac	Aflac - June 2021	(1,190.94)	

## Cash Flow Report - Checking Account

Item 15.

As of June 30, 2021

Num	Name	Memo	Amount	Balance
Disbursements				
ACH	TMRS	Retirement - June 2021	(25,848.90)	
AL	First Financial Bank	June 2021 Payment to MEDC for MISD Loan	(63,052.03)	
AL	First Financial Bank	Transfer to Debt Service Checking	(10,552.05)	
AL	First Financial Bank	Transfer to Court Security Fund Checking	(23.63)	
AL	First Financial Bank	Transfer to Court Tech Fund Checking	(31.49)	
AL	First Financial Bank	Sales Tax Revenue Transfer thru 05/14/21	(69,895.77)	
AL	First Financial Bank	Transfer To Utility Fund Checking	(238.53)	
AL	ETS Corporation	ETS Corporation - Bank Fees to be transferred to	(636.30)	
DD	Aguirre, Abel	Payroll 06/04/21	(1,998.34)	
DD	Bauer, Timothy M	Payroll 06/04/21	(1,736.48)	
DD	Belmares, Jose N.	Payroll 06/04/21	(2,437.13)	
DD	Brown, Jackson A	Payroll 06/04/21	(1,175.64)	
DD	Chambers, Albert E	Payroll 06/04/21	(2,461.98)	
DD	Ciulla, Hailey N	Payroll 06/04/21	(1,114.00)	
DD	Cooley, Diana M	Payroll 06/04/21	(1,446.13)	
DD	Duckett, Kimberly T.	Payroll 06/04/21	(1,834.18)	
DD	Edelman, Reed D	Payroll 06/04/21	(1,708.98)	
DD	Goode, Kristen N	Payroll 06/04/21	(1,390.61)	
DD	Graves, Nathaniel L.	Payroll 06/04/21	(1,916.16)	
DD	Griffin, Melissa Y	Payroll 06/04/21	(1,673.13)	
DD	Hensley, Kyle R	Payroll 06/04/21	(1,666.27)	
DD	Hensley, Susan L	Payroll 06/04/21	(2,222.17)	
DD	Hernandez, George J.	Payroll 06/04/21	(1,888.35)	
DD	Kohl, Julie J	Payroll 06/04/21	(368.48)	
DD	Kowarsch, Robert D	Payroll 06/04/21	(124.67)	
DD	Lasky, Anthony R	Payroll 06/04/21	(2,052.05)	
DD	Lozano, Daniel T	Payroll 06/04/21	(1,926.10)	
DD	McCorquodale, David D.	Payroll 06/04/21	(2,242.03)	
DD	McRae, Jacob I	Payroll 06/04/21	(2,197.39)	
DD	Muckleroy, Micha D.	Payroll 06/04/21	(2,196.26)	
DD	Ramirez, Juan C	Payroll 06/04/21	(1,137.08)	
DD	Reed, Christy M	Payroll 06/04/21	(1,288.84)	
DD	Saah, Lucille N.	Payroll 06/04/21	(1,541.73)	
DD	Salas, Francisco A.	Payroll 06/04/21	(1,422.75)	
DD	Solomon, Anthony D	Payroll 06/04/21	(2,617.53)	
DD	Standifer, Eric L.	Payroll 06/04/21	(1,787.48)	
DD	Thomas, Ryan A	Payroll 06/04/21	(1,549.78)	
DD	Tramm, Richard J	Payroll 06/04/21	(4,202.38)	
DD	Voytko, Michael L	Payroll 06/04/21	(1,667.66)	
DD	Aguirre, Abel	Payroll 06/18/21	(2,011.45)	
DD	Bauer, Timothy M	Payroll 06/18/21	(1,925.62)	
DD	Belmares, Jose N.	Payroll 06/18/21	(2,437.13)	
DD	Brown, Jackson A	Payroll 06/18/21	(1,214.68)	
DD	Chambers, Albert E	Payroll 06/18/21	(2,395.30)	
DD	Ciulla, Hailey N	Payroll 06/18/21	(945.98)	
DD	Cooley, Diana M	Payroll 06/18/21	(1,446.12)	
DD	Duckett, Kimberly T.	Payroll 06/18/21	(1,834.17)	
DD	Edelman, Reed D	Payroll 06/18/21	(1,848.20)	
DD	Goode, Kristen N	Payroll 06/18/21	(1,390.61)	
DD	Graves, Nathaniel L.	Payroll 06/18/21	(2,370.05)	
DD	Griffin, Melissa Y	Payroll 06/18/21	(1,756.48)	
DD	Hensley, Kyle R	Payroll 06/18/21	(1,753.59)	

## Cash Flow Report - Checking Account

Item 15.

As of June 30, 2021

Num	Name	Memo	Amount	Balance
Disbursements				
DD	Hensley, Susan L	Payroll 06/18/21	(2,222.17)	
DD	Hernandez, George J.	Payroll 06/18/21	(1,745.36)	
DD	Kohl, Julie J	Payroll 06/18/21	(504.23)	
DD	Kowarsch, Robert D	Payroll 06/18/21	(83.12)	
DD	Lasky, Anthony R	Payroll 06/18/21	(2,052.06)	
DD	Lozano, Daniel T	Payroll 06/18/21	(1,896.73)	
DD	McCorquodale, David D.	Payroll 06/18/21	(2,242.03)	
DD	McRae, Jacob I	Payroll 06/18/21	(1,444.42)	
DD	Muckleroy, Micha D.	Payroll 06/18/21	(2,196.26)	
DD	Ramirez, Juan C	Payroll 06/18/21	(1,246.99)	
DD	Reed, Christy M	Payroll 06/18/21	(1,154.77)	
DD	Saah, Lucille N.	Payroll 06/18/21	(1,964.39)	
DD	Salas, Francisco A.	Payroll 06/18/21	(1,820.92)	
DD	Solomon, Anthony D	Payroll 06/18/21	(2,617.53)	
DD	Standifer, Eric L.	Payroll 06/18/21	(1,787.48)	
DD	Thomas, Ryan A	Payroll 06/18/21	(1,777.26)	
DD	Tramm, Richard J	Payroll 06/18/21	(4,202.38)	
DD	Voytko, Michael L	Payroll 06/18/21	(2,016.80)	
Total Disbursements				(459,872.44)
BALANCE AS OF 06/30/2021				\$1,956,101.25



# Cash Flow Report - Police Drug & Misc Fund Account

As of June 30, 2021

Item 15.

Num	Name	Memo	Amount	Balance
BALANCE AS OF 06/01/2021				\$10,675.64
Receipts				
	No Receipts Activity		0.00	
Total Receipts			<u>0.00</u>	0.00
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements			<u>0.00</u>	<u>0.00</u>
BALANCE AS OF 06/30/2021				<u><u>\$10,675.64</u></u>

# Cash Flow Report - Home Grant / COPS Universal Account

Item 15.

As of June 30, 2021

Num	Name	Memo	Amount	Balance
	BALANCE AS OF 06/01/2021			\$10.00
	Receipts			
	No Receipts Activity		0.00	
	Total Receipts			0.00
	Disbursements			
	No Disbursements Activity		0.00	
	Total Disbursements			0.00
	BALANCE AS OF 06/30/2021			\$10.00

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07/21/21  
Accrual Basis

City of Montgomery - General Fund  
Profit & Loss Budget Performance-All  
June 2021

	Jun 21	Budget	\$ Over Budget	Oct '20 - Jun 21	YTD Budget	\$ Over Budget	Annual Budget
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
<b>14000.1 · Taxes &amp; Franchise Fees</b>							
14103 · Beverage Tax	2,541.17	0.00	2,541.17	21,224.12	22,500.00	-1,275.88	31,000.00
14111 · Franchise Tax	378.54	3,000.00	-2,621.46	9,323.98	15,000.00	-5,676.02	94,000.00
<b>14320 · Ad Valorem Taxes</b>							
14320.1 · PID Tax Revenue	0.00	0.00	0.00	38,807.38	38,815.00	-7.62	38,815.00
14320 · Ad Valorem Taxes - Other	3,152.40	3,000.00	152.40	855,839.12	838,000.00	17,839.12	847,070.00
<b>Total 14320 · Ad Valorem Taxes</b>	3,152.40	3,000.00	152.40	894,646.50	876,815.00	17,831.50	885,885.00
14330 · Penalties & Interest on Adv Tax	645.57	416.67	228.90	9,743.33	3,749.99	5,993.34	5,000.00
14331 · Rendition Penalties	0.00	8.33	-8.33	23.19	75.01	-51.82	100.00
<b>14600 · Sales Tax</b>							
14600.1 · Sales Tax ILO AdValorem Tax	69,895.78	50,000.00	19,895.78	702,919.59	562,500.00	140,419.59	750,000.00
14600 · Sales Tax - Other	139,791.55	100,000.00	39,791.55	1,405,839.18	1,125,000.00	280,839.18	1,500,000.00
<b>Total 14600 · Sales Tax</b>	209,687.33	150,000.00	59,687.33	2,108,758.77	1,687,500.00	421,258.77	2,250,000.00
<b>Total 14000.1 · Taxes &amp; Franchise Fees</b>	216,405.01	156,425.00	59,980.01	3,043,719.89	2,605,640.00	438,079.89	3,265,985.00
<b>14000.2 · Permits &amp; Licenses</b>							
14105 · Building Permits/MEP	15,705.00	20,416.67	-4,711.67	149,882.00	183,749.99	-33,867.99	245,000.00
14146 · Vendor/Beverage Permits	170.00	50.00	120.00	1,043.00	450.00	593.00	600.00
14611 · Sign Fee	0.00	166.67	-166.67	500.00	1,499.99	-999.99	2,000.00
14612 · Misc Permit Fees(plats,& Zoning	0.00	750.00	-750.00	2,879.87	6,750.00	-3,870.13	9,000.00
14614 · Culverts	216.59			2,007.98			
<b>Total 14000.2 · Permits &amp; Licenses</b>	16,091.59	21,383.34	-5,291.75	156,312.85	192,449.98	-36,137.13	256,600.00
<b>14000.4 · Fees for Service</b>							
14380 · Community Bldg Rental	1,425.00	250.00	1,175.00	9,370.00	2,250.00	7,120.00	3,000.00
14385 · Right of Way Use Fees	25.35	666.67	-641.32	3,366.43	5,999.99	-2,633.56	8,000.00
<b>Total 14000.4 · Fees for Service</b>	1,450.35	916.67	533.68	12,736.43	8,249.99	4,486.44	11,000.00
<b>14000.5 · Court Fines &amp; Forfeitures</b>							
14101 · Collection Fees	1,599.39	1,166.67	432.72	9,960.23	10,499.99	-539.76	14,000.00
14102 · Asset Fortfeitures	0.00	0.00	0.00	0.00	0.00	0.00	100.00
14106 · Child Belt/Safety (Dedicated)	0.00	0.00	0.00	50.00	0.00	50.00	500.00
14110 · Fines	32,454.84	22,916.67	9,538.17	285,989.72	206,249.99	79,739.73	275,000.00
14118 · OMNI	121.13	133.33	-12.20	820.76	1,200.01	-379.25	1,600.00
14125 · Warrant Fees	0.00	0.00	0.00	0.00	0.00	0.00	50.00
14126 · Judicial Efficiency (Dedicated)	10.31	58.33	-48.02	87.28	525.01	-437.73	700.00
14130 · Accident Reports	0.00	41.67	-41.67	168.00	374.99	-206.99	500.00
<b>Total 14000.5 · Court Fines &amp; Forfeitures</b>	34,185.67	24,316.67	9,869.00	297,075.99	218,849.99	78,226.00	292,450.00
<b>14000.6 · Other Revenues</b>							
14003 · Wrecker Service Fees	45.00			245.00			

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07/21/21  
Accrual Basis

City of Montgomery - General Fund  
Profit & Loss Budget Performance-All  
June 2021

	Jun 21	Budget	\$ Over Budget	Oct '20 - Jun 21	YTD Budget	\$ Over Budget	Annual Budget
14199 · Leose Funds - PD	0.00	0.00	0.00	1,225.13	0.00	1,225.13	1,200.00
14200 · Christmas Parade Revenues	0.00			2,713.09			
14201 · Light up the Park Revenues	0.00			2,250.00			
14202 · Shop with a Cop - Revenues	0.00			2,120.00			
14204 · Goat Naming Contest Revenues	0.00			514.94			
14205 · Antiques Festival Revenues	0.00			2,911.32			
14206 · Goat Statue Revenue	1,400.00			1,400.00			
15380 · Unanticipated Income	2,244.74	1,083.33	1,161.41	14,212.26	9,750.01	4,462.25	13,000.00
15391 · Interest Income	65.29	41.67	23.62	554.01	374.99	179.02	500.00
15392 · Interest on Investments	0.13	416.67	-416.54	470.95	3,749.99	-3,279.04	5,000.00
<b>Total 14000.6 · Other Revenues</b>	<b>3,755.16</b>	<b>1,541.67</b>	<b>2,213.49</b>	<b>28,616.70</b>	<b>13,874.99</b>	<b>14,741.71</b>	<b>19,700.00</b>
15355 · FEMA Reimb - Atkins Creek	0.00			30,367.31	0.00	30,367.31	0.00
15393 · Grant Revenue - Police	0.00	0.00	0.00	0.00	0.00	0.00	6,000.00
15395 · HOME Grant Revenue	0.00			478,731.05			
<b>Total Income</b>	<b>271,887.78</b>	<b>204,583.35</b>	<b>67,304.43</b>	<b>4,047,560.22</b>	<b>3,039,064.95</b>	<b>1,008,495.27</b>	<b>3,851,735.00</b>
<b>Gross Profit</b>	<b>271,887.78</b>	<b>204,583.35</b>	<b>67,304.43</b>	<b>4,047,560.22</b>	<b>3,039,064.95</b>	<b>1,008,495.27</b>	<b>3,851,735.00</b>
<b>Expense</b>							
<b>16000 · Personnel</b>							
16353.1 · Health Ins.	16,189.78	15,416.67	773.11	143,166.45	138,749.99	4,416.46	185,000.00
16353.4 · Unemployment Ins.	1.47	325.00	-323.53	269.90	2,925.00	-2,655.10	3,900.00
16353.5 · Workers Comp.	5,313.02	2,958.34	2,354.68	29,828.95	26,624.98	3,203.97	35,500.00
16353.6 · Dental & Vision Insurance	1,461.83	1,441.67	20.16	12,946.59	12,974.99	-28.40	17,300.00
16353.7 · Life & AD&D Insurance	389.52	308.33	81.19	3,297.53	2,775.01	522.52	3,700.00
16353.8 · Crime-Ins	40.71	50.00	-9.29	366.39	450.00	-83.61	600.00
16560 · Payroll Taxes	14,804.13	11,250.00	3,554.13	104,560.92	101,250.00	3,310.92	135,000.00
16600 · Wages	124,542.80	125,445.00	-902.20	1,143,350.68	1,129,005.00	14,345.68	1,505,340.00
16600.1 · Overtime	4,701.44	3,750.00	951.44	46,561.31	33,750.00	12,811.31	45,000.00
16620 · Retirement Expense	12,973.81	7,916.66	5,057.15	100,821.42	71,250.02	29,571.40	95,000.00
16621 · MASA	126.00			1,092.00			
<b>Total 16000 · Personnel</b>	<b>180,544.51</b>	<b>168,861.67</b>	<b>11,682.84</b>	<b>1,586,262.14</b>	<b>1,519,754.99</b>	<b>66,507.15</b>	<b>2,026,340.00</b>
<b>16001 · Communications</b>							
16338 · Advertising/Promotion							
16338.1 · Legal Notices and Pub	0.00	541.67	-541.67	1,542.94	4,874.99	-3,332.05	6,500.00
16338.2 · Recording Fees	0.00	208.33	-208.33	54.00	1,875.01	-1,821.01	2,500.00
16338 · Advertising/Promotion - Other	0.00	208.34	-208.34	75.00	1,874.98	-1,799.98	2,500.00
<b>Total 16338 · Advertising/Promotion</b>	<b>0.00</b>	<b>958.34</b>	<b>-958.34</b>	<b>1,671.94</b>	<b>8,624.98</b>	<b>-6,953.04</b>	<b>11,500.00</b>
<b>Total 16001 · Communications</b>	<b>0.00</b>	<b>958.34</b>	<b>-958.34</b>	<b>1,671.94</b>	<b>8,624.98</b>	<b>-6,953.04</b>	<b>11,500.00</b>
<b>16002 · Contract Services</b>							
16102 · General Consultant Fees							

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16102.1 · Sales Tax Tracking	1,400.00	583.33	816.67	12,600.00	5,250.01	7,349.99	7,000.00
16102 · General Consultant Fees - Other	0.00	1,166.67	-1,166.67	5,732.67	10,499.99	-4,767.32	14,000.00
<b>Total 16102 · General Consultant Fees</b>	<b>1,400.00</b>	<b>1,750.00</b>	<b>-350.00</b>	<b>18,332.67</b>	<b>15,750.00</b>	<b>2,582.67</b>	<b>21,000.00</b>
16220 · Omni Expense	0.00	208.33	-208.33	1,488.00	1,875.01	-387.01	2,500.00
16242 · Prosecutors Fees	900.00	833.33	66.67	9,900.00	7,500.01	2,399.99	10,000.00
16280 · Mowing	11,412.60	10,181.82	1,230.78	62,437.05	81,454.56	-19,017.51	112,000.00
16281 · Records Shredding	0.00	104.17	-104.17	226.40	937.49	-711.09	1,250.00
16299 · Inspections/Permits/Backflow Ex	9,091.48	16,041.67	-6,950.19	85,809.03	144,374.99	-58,565.96	192,500.00
16310 · Judge's Fee	0.00	1,000.00	-1,000.00	8,000.00	9,000.00	-1,000.00	12,000.00
16320 · Legal	0.00	2,708.33	-2,708.33	24,747.96	24,375.01	372.95	32,500.00
16321 · Audit Fees	0.00	10,000.00	-10,000.00	11,859.40	25,000.00	-13,140.60	25,000.00
16322 · Engineering	2,250.00	8,500.00	-6,250.00	55,633.14	76,500.00	-20,866.86	102,000.00
16326 · Collection Agency Fees	0.00	1,250.00	-1,250.00	7,525.21	11,250.00	-3,724.79	15,000.00
16333 · Accounting Fees	3,843.00	4,166.67	-323.67	41,255.16	37,499.99	3,755.17	50,000.00
16335 · Repairs & Maintenance							
16332 · Downtown Repairs	0.00	0.00	0.00	1,620.07	0.00	1,620.07	500.00
16335.1 · Maintenance - Vehicles & Equip							
16334 · Gas/Oil	4,463.88	3,354.16	1,109.72	28,482.83	30,187.52	-1,704.69	40,250.00
16343 · Tractor & Mower	0.00	0.00	0.00	0.00	0.00	0.00	500.00
16357 · Auto Repairs	-7,135.09	1,916.67	-9,051.76	20,814.45	17,249.99	3,564.46	23,000.00
16373 · Equipment repairs	0.00	563.42	-563.42	1,047.80	5,070.74	-4,022.94	6,761.00
16374 · Building Repairs-City Hall/Comm	333.05	1,387.33	-1,054.28	5,516.61	12,486.01	-6,969.40	16,648.00
16375 · Street Repairs - Minor							
16375.1 · Streets-Preventive Maintenance	0.00	416.67	-416.67	6,430.00	3,749.99	2,680.01	5,000.00
16375 · Street Repairs - Minor - Other	0.00	1,500.00	-1,500.00	957.08	13,500.00	-12,542.92	18,000.00
<b>Total 16375 · Street Repairs - Minor</b>	<b>0.00</b>	<b>1,916.67</b>	<b>-1,916.67</b>	<b>7,387.08</b>	<b>17,249.99</b>	<b>-9,862.91</b>	<b>23,000.00</b>
16335.1 · Maintenance - Vehicles & Equip - Other	62.97	250.00	-187.03	952.66	2,250.00	-1,297.34	3,000.00
<b>Total 16335.1 · Maintenance - Vehicles &amp; Equip</b>	<b>-2,275.19</b>	<b>9,388.25</b>	<b>-11,663.44</b>	<b>64,201.43</b>	<b>84,494.25</b>	<b>-20,292.82</b>	<b>113,159.00</b>
16335.3 · City Hall Cleaning - COVID 19	0.00			1,450.00			
16335 · Repairs & Maintenance - Other	775.00	858.33	-83.33	6,975.00	7,725.01	-750.01	10,300.00
<b>Total 16335 · Repairs &amp; Maintenance</b>	<b>-1,500.19</b>	<b>10,246.58</b>	<b>-11,746.77</b>	<b>74,246.50</b>	<b>92,219.26</b>	<b>-17,972.76</b>	<b>123,959.00</b>
16335.2 · Mosquito Spraying	725.00	458.33	266.67	3,190.00	4,125.01	-935.01	5,500.00
16337 · Street Signs	358.00	143.75	214.25	573.52	1,293.75	-720.23	1,725.00
16340 · Printing & Office supplies	1,082.09	725.00	357.09	6,541.62	6,525.00	16.62	8,700.00
16342 · Computers/Website	0.00	1,393.33	-1,393.33	2,760.00	12,540.01	-9,780.01	16,720.00
16350 · Postage/Delivery	415.00	437.51	-22.51	2,856.09	3,937.47	-1,081.38	5,250.00
16351 · Telephone	2,351.86	2,291.67	60.19	22,133.40	20,624.99	1,508.41	27,500.00
16360 · Tax Assessor Fees	2,503.09	0.00	2,503.09	7,237.53	5,625.00	1,612.53	7,500.00
16370 · Election	10,448.00	1,333.33	9,114.67	11,081.70	12,000.01	-918.31	16,000.00

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17030 · Mobil Data Terminal	0.00	1,000.00	-1,000.00	2,901.10	9,000.00	-6,098.90	12,000.00
17040 · Computer/Technology							
17040.1 · COVID-19 Computer Tech	0.00	200.00	-200.00	0.00	1,800.00	-1,800.00	2,400.00
17040 · Computer/Technology - Other	9,223.19	2,975.00	6,248.19	86,234.24	26,775.00	59,459.24	35,700.00
<b>Total 17040 · Computer/Technology</b>	<b>9,223.19</b>	<b>3,175.00</b>	<b>6,048.19</b>	<b>86,234.24</b>	<b>28,575.00</b>	<b>57,659.24</b>	<b>38,100.00</b>
17510 · State Portion of Fines/Payouts	36,729.62	11,458.33	25,271.29	120,127.10	103,125.01	17,002.09	137,500.00
16002 · Contract Services - Other	0.00	0.00	0.00	0.00	0.00	0.00	500.00
<b>Total 16002 · Contract Services</b>	<b>91,232.74</b>	<b>89,407.15</b>	<b>1,825.59</b>	<b>667,096.82</b>	<b>735,107.57</b>	<b>-68,010.75</b>	<b>976,704.00</b>
16003 · Supplies & Equipment							
16244 · Radio Fees	0.00	433.33	-433.33	3,779.88	3,900.01	-120.13	5,200.00
16328 · Uniforms & Safety Equip	216.18	1,041.66	-825.48	10,599.97	9,375.02	1,224.95	12,500.00
16328.1 · Protective Gear	0.00	583.33	-583.33	1,744.34	5,250.01	-3,505.67	7,000.00
16358 · Copier/Fax Machine Lease	1,880.00	1,708.33	171.67	18,598.36	15,375.01	3,223.35	20,500.00
16460 · Operating Supplies (Office)							
16460.1 · Streets and Drainage	0.00	190.25	-190.25	655.87	1,712.25	-1,056.38	2,283.00
16460.2 · Cedar Brake Park	0.00	66.25	-66.25	126.55	596.25	-469.70	795.00
16460.3 · Homecoming Park	0.00	7.92	-7.92	63.76	71.24	-7.48	95.00
16460.4 · Fernland Park	0.00	33.25	-33.25	252.29	299.25	-46.96	399.00
16460.5 · Community Building	0.00	107.92	-107.92	63.76	971.24	-907.48	1,295.00
16460.6 · Tools, Etc	25.54	108.33	-82.79	1,283.80	975.01	308.79	1,300.00
16460.7 · Memory Park	0.00	107.92	-107.92	58.77	971.24	-912.47	1,295.00
16460.8 · Culvert Expense	170.34			2,605.16			
16460 · Operating Supplies (Office) - Other	120.60	1,800.00	-1,679.40	20,621.59	16,200.00	4,421.59	21,600.00
<b>Total 16460 · Operating Supplies (Office)</b>	<b>316.48</b>	<b>2,421.84</b>	<b>-2,105.36</b>	<b>25,731.55</b>	<b>21,796.48</b>	<b>3,935.07</b>	<b>29,062.00</b>
16503 · Code Enforcement Expenses	0.00	83.33	-83.33	0.00	750.01	-750.01	1,000.00
17010 · Emergency Equipment	0.00	1,125.00	-1,125.00	10,145.06	10,125.00	20.06	13,500.00
17100 · Capital Purchase Furniture	0.00	0.00	0.00	3,158.06	0.00	3,158.06	3,000.00
16003 · Supplies & Equipment - Other	0.00	0.00	0.00	0.00	0.00	0.00	500.00
<b>Total 16003 · Supplies &amp; Equipment</b>	<b>2,412.66</b>	<b>7,396.82</b>	<b>-4,984.16</b>	<b>73,757.22</b>	<b>66,571.54</b>	<b>7,185.68</b>	<b>92,262.00</b>
16004 · Staff Development							
16339 · Dues & Subscriptions	60.00	729.17	-669.17	4,977.51	6,562.49	-1,584.98	8,750.00
16341 · Community Relations	100.00	547.09	-447.09	2,789.22	4,923.73	-2,134.51	6,565.00
16354 · Travel & Training (Travel)	302.50	3,378.34	-3,075.84	16,098.21	30,404.98	-14,306.77	40,540.00
16004 · Staff Development - Other	0.00	0.00	0.00	0.00	0.00	0.00	100.00
<b>Total 16004 · Staff Development</b>	<b>462.50</b>	<b>4,654.60</b>	<b>-4,192.10</b>	<b>23,864.94</b>	<b>41,891.20</b>	<b>-18,026.26</b>	<b>55,955.00</b>
16005 · Maintenance							
16228 · Park Maint-Memory Pk	18.50	416.67	-398.17	4,659.79	3,749.99	909.80	5,000.00
16229 · Park Maint - Fernland	62.90	333.33	-270.43	2,353.80	3,000.01	-646.21	4,000.00
16230 · Park Maint-Cedar Brake Park	89.81	500.00	-410.19	6,227.43	4,500.00	1,727.43	6,000.00

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16231 · Park Maint. - Homecoming Park	18.49	83.33	-64.84	1,039.29	750.01	289.28	1,000.00
<b>Total 16005 · Maintenance</b>	<b>189.70</b>	<b>1,333.33</b>	<b>-1,143.63</b>	<b>14,280.31</b>	<b>12,000.01</b>	<b>2,280.30</b>	<b>16,000.00</b>
<b>16006 · Insurance</b>							
16353.2 · Liability Ins.	2,328.86	1,973.33	355.53	22,627.79	17,760.01	4,867.78	23,680.00
16353.3 · Property Ins.	848.07	1,046.26	-198.19	7,185.53	9,416.22	-2,230.69	12,555.00
16353.9 · Insurance Bond	170.00	0.00	170.00	170.00	0.00	170.00	500.00
16353.A · Employee Assistance Program	0.00			2,000.00			
<b>Total 16006 · Insurance</b>	<b>3,346.93</b>	<b>3,019.59</b>	<b>327.34</b>	<b>31,983.32</b>	<b>27,176.23</b>	<b>4,807.09</b>	<b>36,735.00</b>
<b>16007 · Utilities</b>							
16352.0 · Electronic Sign-City	73.03	83.33	-10.30	527.78	750.01	-222.23	1,000.00
16352.1 · Street Lights	0.00	1,000.00	-1,000.00	7,714.12	9,000.00	-1,285.88	12,000.00
16352.2 · Downtown Utilities	75.04	100.00	-24.96	992.66	900.00	92.66	1,200.00
16352.3 · Utilities-Cedar Brake Park	66.53	183.33	-116.80	1,323.55	1,650.01	-326.46	2,200.00
16352.4 · Utilities-Homecoming Park	67.66	108.33	-40.67	1,043.68	975.01	68.67	1,300.00
16352.5 · Utilities-Fernland Park	291.93	375.00	-83.07	4,050.93	3,375.00	675.93	4,500.00
16352.6 · Utilities - City Hall	999.74	875.00	124.74	9,180.38	7,875.00	1,305.38	10,500.00
16352.8 · Utilities - Comm Center Bldg	260.05	358.33	-98.28	3,482.42	3,225.01	257.41	4,300.00
16352.9 · Utilities-Memory Pk	0.00	666.67	-666.67	2,373.42	5,999.99	-3,626.57	8,000.00
<b>Total 16007 · Utilities</b>	<b>1,833.98</b>	<b>3,749.99</b>	<b>-1,916.01</b>	<b>30,688.94</b>	<b>33,750.03</b>	<b>-3,061.09</b>	<b>45,000.00</b>
<b>16008 · Capital Outlay</b>							
<b>17070 · Capital Outlay - Police Cars</b>							
17070.1 · Emergency Lights, Decals	0.00	500.00	-500.00	4,354.13	4,500.00	-145.87	6,000.00
17070.4 · Tsf To CPF-Vehicle Replacement	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00
<b>Total 17070 · Capital Outlay - Police Cars</b>	<b>0.00</b>	<b>500.00</b>	<b>-500.00</b>	<b>4,354.13</b>	<b>4,500.00</b>	<b>-145.87</b>	<b>21,000.00</b>
<b>17071 · Cap Purchase - Computers/Equip</b>							
17071.1 · Copsync	0.00	0.00	0.00	13,852.24	5,500.00	8,352.24	14,933.00
17071.2 · Radar	0.00	416.67	-416.67	3,839.97	3,749.99	89.98	5,000.00
17071.4 · Laserfiche (Software)	0.00	0.00	0.00	7,132.80	0.00	7,132.80	6,503.00
17071.6 · Investigative and Testing Equip	0.00	0.00	0.00	4,034.36	3,700.00	334.36	4,000.00
17071.7 · Ballistic Vests & Shields	0.00	250.00	-250.00	4,233.40	2,250.00	1,983.40	3,000.00
17071 · Cap Purchase - Computers/Equip - Other	0.00	1,625.00	-1,625.00	2,776.91	14,625.00	-11,848.09	19,500.00
<b>Total 17071 · Cap Purchase - Computers/Equip</b>	<b>0.00</b>	<b>2,291.67</b>	<b>-2,291.67</b>	<b>35,869.68</b>	<b>29,824.99</b>	<b>6,044.69</b>	<b>52,936.00</b>
17071.5 · Patrol Weapons	0.00	583.33	-583.33	9,411.83	5,250.01	4,161.82	7,000.00
17071.B · Office Maintenance	2,495.00	0.00	2,495.00	2,495.00	0.00	2,495.00	8,000.00
17072 · Capital Outlay-PWorks Items	0.00			8,440.00	0.00	8,440.00	0.00
17081 · Cap Outlay-Drainage Improvement	0.00	250.00	-250.00	0.00	2,250.00	-2,250.00	3,000.00
<b>Total 16008 · Capital Outlay</b>	<b>2,495.00</b>	<b>3,625.00</b>	<b>-1,130.00</b>	<b>60,570.64</b>	<b>41,825.00</b>	<b>18,745.64</b>	<b>91,936.00</b>
<b>16009 · Miscellaneous Expenses</b>							
16590 · Misc. Expense							

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16590.4 · Tsf to CPF - Infr Inv (43949.3)	0.00	0.00	0.00	0.00	0.00	0.00	46,700.00
16590.5 · Christmas Parade Expenses	0.00			2,713.09			
16590.6 · Transfer to Surplus	0.00	0.00	0.00	0.00	0.00	0.00	34,100.00
16590.7 · Tsf to CPF -Mob Inv (43949.4)	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
16590.8 · Light up the Park Expenses	0.00			2,388.46			
16590.A · Shop with a Cop - Expenses	0.00			1,381.24			
16590.B · Goat Naming Contest Expenses	0.00			397.99			
16590.G · Antiques Festival Expenses	0.00			552.55			
16590.H · Goat Statue Expense	0.00			339.00			
16590 · Misc. Expense - Other	0.00	249.99	-249.99	2,006.85	2,250.03	-243.18	3,000.00
<b>Total 16590 · Misc. Expense</b>	<b>0.00</b>	<b>249.99</b>	<b>-249.99</b>	<b>9,779.18</b>	<b>2,250.03</b>	<b>7,529.15</b>	<b>93,800.00</b>
16009 · Miscellaneous Expenses - Other	548.96			9,463.37			
<b>Total 16009 · Miscellaneous Expenses</b>	<b>548.96</b>	<b>249.99</b>	<b>298.97</b>	<b>19,242.55</b>	<b>2,250.03</b>	<b>16,992.52</b>	<b>93,800.00</b>
16356 · Contract Labor- Streets	0.00	7,500.00	-7,500.00	17,489.00	67,500.00	-50,011.00	90,000.00
16500 · Leases - Parks and Recreation							
16504 · Adams Park	0.00	0.00	0.00	5,276.88	6,000.00	-723.12	6,000.00
<b>Total 16500 · Leases - Parks and Recreation</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,276.88</b>	<b>6,000.00</b>	<b>-723.12</b>	<b>6,000.00</b>
16550 · HOME Grant Expense	0.00			453,000.00			
17500 · Tax Rebatement							
17500.1 · Sales Tax Rebate	17,243.75	17,243.75	0.00	155,193.75	155,193.75	0.00	206,925.00
17500.2 · 380 Ad Valorem Tax Rebate	9,480.25	9,480.25	0.00	85,322.25	85,322.25	0.00	113,763.00
17500.3 · PID Property Tax Reimbursement	0.00	0.00	0.00	38,364.38	38,815.00	-450.62	38,815.00
<b>Total 17500 · Tax Rebatement</b>	<b>26,724.00</b>	<b>26,724.00</b>	<b>0.00</b>	<b>278,880.38</b>	<b>279,331.00</b>	<b>-450.62</b>	<b>359,503.00</b>
<b>Total Expense</b>	<b>309,790.98</b>	<b>317,480.48</b>	<b>-7,689.50</b>	<b>3,264,065.08</b>	<b>2,841,782.58</b>	<b>422,282.50</b>	<b>3,901,735.00</b>
<b>Net Ordinary Income</b>	<b>-37,903.20</b>	<b>-112,897.13</b>	<b>74,993.93</b>	<b>783,495.14</b>	<b>197,282.37</b>	<b>586,212.77</b>	<b>-50,000.00</b>
<b>Other Income/Expense</b>							
<b>Other Income</b>							
14000.3 · Transfers In							
14620.2 · Admin Transfer from MEDC	3,958.34	3,958.34	0.00	35,625.00	35,625.00	0.00	47,500.00
14620.4 · Admin Trf from Court Security	0.00	625.00	-625.00	0.00	1,875.00	-1,875.00	2,500.00
<b>Total 14000.3 · Transfers In</b>	<b>3,958.34</b>	<b>4,583.34</b>	<b>-625.00</b>	<b>35,625.00</b>	<b>37,500.00</b>	<b>-1,875.00</b>	<b>50,000.00</b>
<b>Total Other Income</b>	<b>3,958.34</b>	<b>4,583.34</b>	<b>-625.00</b>	<b>35,625.00</b>	<b>37,500.00</b>	<b>-1,875.00</b>	<b>50,000.00</b>
<b>Net Other Income</b>	<b>3,958.34</b>	<b>4,583.34</b>	<b>-625.00</b>	<b>35,625.00</b>	<b>37,500.00</b>	<b>-1,875.00</b>	<b>50,000.00</b>
<b>Net Income</b>	<b>-33,944.86</b>	<b>-108,313.79</b>	<b>74,368.93</b>	<b>819,120.14</b>	<b>234,782.37</b>	<b>584,337.77</b>	<b>0.00</b>

Cash Flow Report - Const CkgW&S Proj 1058544 Account

As of June 30, 2021

Item 15.

Num	Name	Memo	Amount	Balance
BALANCE AS OF 06/01/2021				\$2,893.34
Receipts				
	Transfer from Utility Fund - Engineering		12,000.00	
	Transfer from Utility Fund - Engineering		<u>7,000.00</u>	
Total Receipts				19,000.00
Disbursements				
1358	Jones & Carter, Inc.	Engineering Fees - Capital Projects	(11,037.24)	
1359	Jones & Carter, Inc.	Engineering Fees - Capital Projects	<u>(10,402.09)</u>	
Total Disbursements				<u>(21,439.33)</u>
BALANCE AS OF 06/30/2021				<u>\$454.01</u>

# Cash Flow Report - BOKF, NA Escrow Series 2017A Account

As of June 30, 2021

Item 15.

Num	Name	Memo	Amount	Balance
BALANCE AS OF 06/01/2021				\$103,069.98
Receipts				
	Interest on account 06/30/2021		0.53	
Total Receipts				0.53
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements				0.00
BALANCE AS OF 06/30/2021				\$103,070.51

# Cash Flow Report - BOKF, NA Escrow Series 2017B Account

As of June 30, 2021

Item 15.

Num	Name	Memo	Amount	Balance
BALANCE AS OF 06/01/2021				\$1,341,571.17
Receipts				
	Interest on account 06/30/2021		6.95	
Total Receipts				6.95
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements				0.00
BALANCE AS OF 06/30/2021				\$1,341,578.12



**City of Montgomery - Capital Projects Acct  
Profit & Loss Budget Performance  
June 2021**

Accrual Basis

	Jun 21	Budget	\$ Over Budget	Oct '20 - Jun 21	YTD Budget	\$ Over Budget	Annual Budget
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
<b>43901 · Capital Proj Funding Sourc</b>							
43911 · Transfer From MEDC	0.00	0.00	0.00	160,000.00	160,000.00	0.00	160,000.00
43947 · Transfer from Utility Fund							
43947A · Tsf from Utility - Cap (27002)	19,000.00	0.00	19,000.00	243,286.00	0.00	243,286.00	536,039.00
43947B · Tsf from Utility - Maint	0.00			0.00	0.00	0.00	0.00
43947C · Tsf fr Utility - Cap Costs Proj	0.00			0.00	0.00	0.00	0.00
<b>Total 43947 · Transfer from Utility Fund</b>	<b>19,000.00</b>	<b>0.00</b>	<b>19,000.00</b>	<b>243,286.00</b>	<b>0.00</b>	<b>243,286.00</b>	<b>536,039.00</b>
43949 · Transfers from General Fund							
43949.1 · Tsf fr Gen - Police Veh (17070)	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00
43949.2 · Tsf from Gen-Streets/Sidewalk	0.00			0.00	0.00	0.00	0.00
43949.3 · Trs fm Gen - Inf Inv (16590.4)	0.00	0.00	0.00	0.00	0.00	0.00	46,700.00
43949.4 · Tsf fm Gen - Mob Inv (16590.7)	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
<b>Total 43949 · Transfers from General Fund</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>71,700.00</b>
43952 · Other Fund Reserves/Transfers							
43952.1 · 380 Agt-1st Hrtford-18" SS line	0.00			0.00	0.00	0.00	0.00
43952.3 · Proceeds GLO	0.00	0.00	0.00	0.00	0.00	0.00	2,280,000.00
<b>Total 43952 · Other Fund Reserves/Transfers</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,280,000.00</b>
<b>Total 43901 · Capital Proj Funding Sourc</b>	<b>19,000.00</b>	<b>0.00</b>	<b>19,000.00</b>	<b>403,286.00</b>	<b>160,000.00</b>	<b>243,286.00</b>	<b>3,047,739.00</b>
43959 · FEMA Grant Revenue							
43956.3 · Impact Fees (26901.3)	0.00	0.00	0.00	0.00	0.00	0.00	90,000.00
<b>Total 43959 · FEMA Grant Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>90,000.00</b>
43961 · Grant Funds-CDBG							
43961.2 · CDBG Block Grant - Baja	0.00	0.00	0.00	0.00	0.00	0.00	56,985.00
<b>Total 43961 · Grant Funds-CDBG</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>56,985.00</b>
45391 · Interest Earned							
45391.1 · Interest Earned Ser 2017A	0.53	16.67	-16.14	5.08	149.99	-144.91	200.00
45391.2 · Interest Earned Ser 2017B	6.95	66.67	-59.72	67.54	599.99	-532.45	800.00
<b>Total 45391 · Interest Earned</b>	<b>7.48</b>	<b>83.34</b>	<b>-75.86</b>	<b>72.62</b>	<b>749.98</b>	<b>-677.36</b>	<b>1,000.00</b>
45900 · Use of Surplus	0.00	0.00	0.00	0.00	0.00	0.00	1,382,989.00
<b>Total Income</b>	<b>19,007.48</b>	<b>83.34</b>	<b>18,924.14</b>	<b>403,358.62</b>	<b>160,749.98</b>	<b>242,608.64</b>	<b>4,578,713.00</b>
<b>Expense</b>							

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**City of Montgomery - Capital Projects Acct  
Profit & Loss Budget Performance  
June 2021**

Accrual Basis

	Jun 21	Budget	\$ Over Budget	Oct '20 - Jun 21	YTD Budget	\$ Over Budget	Annual Budget
<b>43889 · Grant Administrative Expenses</b>							
43889.2 · Baja Project CDBG #7217320	0.00	0.00	0.00	0.00	0.00	0.00	3,325.00
43889.3 · GLO - All Proj	0.00	0.00	0.00	0.00	0.00	0.00	108,360.00
<b>Total 43889 · Grant Administrative Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>111,685.00</b>
<b>43890 · Engineering</b>							
43890.2 · WP #3 Improvements-TWDB	0.00	0.00	0.00	38,528.23	0.00	38,528.23	65,000.00
43890.3 · Lift St #1 Expansion-TWDB	0.00	0.00	0.00	9,348.47	0.00	9,348.47	1,000.00
43890.4 · Waterline replacement/HouSt	0.00			42,945.90			
43890.5 · LS#3/Force Main Re-Rte-TWDB	0.00			0.00	0.00	0.00	0.00
43890.7 · Downtown/SH105 Imp-TWDB	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00
43890.8 · 18" SS Line	0.00	0.00	0.00	1,135.00	0.00	1,135.00	2,000.00
43890.A · Baja Project - CDBG 0037-00	0.00			0.00	0.00	0.00	0.00
43890.C · Atkins Ck W,SS,STS Rep-FEMA4281	0.00			0.00	0.00	0.00	0.00
43890.E · Eng-All GLO	0.00	0.00	0.00	4,567.38	0.00	4,567.38	225,000.00
<b>Total 43890 · Engineering</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>96,524.98</b>	<b>0.00</b>	<b>96,524.98</b>	<b>368,000.00</b>
<b>43995 · Const Cost-Contingencies</b>							
43995.1 · LS#3 Force Main ReRoute- TWDB	0.00			0.00	0.00	0.00	0.00
43995.2 · LS#1 Replacement/Expans - TWDB	0.00			0.00	0.00	0.00	0.00
43995.3 · WP#3 Improvements- TWDB	0.00	0.00	0.00	0.00	0.00	0.00	45,000.00
43995.4 · Downtown/SH105 Improve - TWDB	0.00	0.00	0.00	0.00	0.00	0.00	45,000.00
<b>Total 43995 · Const Cost-Contingencies</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>90,000.00</b>
<b>44000 · Wastewater System</b>							
44006 · LS #1-Replmnt/Expans-TWDB	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00
44007 · LS#3 Forcemain Reroute-TWDB	0.00			0.00	0.00	0.00	0.00
44008 · 18" Gravity S.S. Line Const	0.00	0.00	0.00	14,210.21	0.00	14,210.21	14,000.00
44009 · Lift St #3 Improvements-GLO	0.00			0.00	0.00	0.00	0.00
<b>Total 44000 · Wastewater System</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>14,210.21</b>	<b>0.00</b>	<b>14,210.21</b>	<b>114,000.00</b>
<b>45000 · Water System- Capital Proj</b>							
43975 · WP #3 Generator - GLO	0.00	0.00	0.00	0.00	0.00	0.00	501,000.00
43976.1 · Downtown/SH 105 W Ln Imp-TWDB	0.00	0.00	0.00	507,069.00	0.00	507,069.00	913,838.00
43992.1 · Water Plant #3 - Imp-TWDB	0.00	0.00	0.00	0.00	0.00	0.00	996,550.00
43992.4 · WP#3 Imp - Other Costs-TWDB	0.00			0.00	0.00	0.00	0.00
43992.5 · Baja/MLK Wtr&Drng Imp-TXCDBG7320	0.00	0.00	0.00	0.00	0.00	0.00	38,000.00
<b>Total 45000 · Water System- Capital Proj</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>507,069.00</b>	<b>0.00</b>	<b>507,069.00</b>	<b>2,449,388.00</b>
<b>46000 · Roadway System Improvements</b>							

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**City of Montgomery - Capital Projects Acct**  
**Profit & Loss Budget Performance**  
**June 2021**

Accrual Basis

	Jun 21	Budget	\$ Over Budget	Oct '20 - Jun 21	YTD Budget	\$ Over Budget	Annual Budget
46007 · Roadway Construction	0.00			0.00	0.00	0.00	0.00
<b>Total 46000 · Roadway System Improvements</b>	<b>0.00</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
48000 · Cap Outlay-Fac, Equip, Etc							
48002 · Utili ProjPrev Maint	0.00			0.00	0.00	0.00	0.00
48004 · Police Vehicle Replacement	0.00			0.00	0.00	0.00	0.00
48005.A · Baja / MLK - GLO	0.00	0.00	0.00	0.00	0.00	0.00	722,600.00
48007 · Impact Fee-WL Ext-Pkwy/Buf Sp	0.00			0.00	0.00	0.00	0.00
48008 · Andres Branch - GLO	0.00	0.00	0.00	0.00	0.00	0.00	668,040.00
48009 · GLO Environmental	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00
48010 · GLO Aquisition - Land	0.00	0.00	0.00	0.00	0.00	0.00	40,000.00
<b>Total 48000 · Cap Outlay-Fac, Equip, Etc</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,445,640.00</b>
<b>Total Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>617,804.19</b>	<b>0.00</b>	<b>617,804.19</b>	<b>4,578,713.00</b>
<b>Net Ordinary Income</b>	<b>19,007.48</b>	<b>83.34</b>	<b>18,924.14</b>	<b>-214,445.57</b>	<b>160,749.98</b>	<b>-375,195.55</b>	<b>0.00</b>
<b>Net Income</b>	<b>19,007.48</b>	<b>83.34</b>	<b>18,924.14</b>	<b>-214,445.57</b>	<b>160,749.98</b>	<b>-375,195.55</b>	<b>0.00</b>

City of Montgomery - Debt Service  
**Cash Flow Report - Checking Account**  
 As of June 30, 2021

Item 15.

Num	Name	Memo	Amount	Balance
BALANCE AS OF 06/01/2021				\$229,732.57
Receipts				
	Additional Funds Remaining		3,850.62	
	Tax Transfer thru 06/11/21		10,552.05	
	Interest		7.20	
Total Receipts			14,409.87	14,409.87
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements			0.00	0.00
BALANCE AS OF 06/30/2021				\$244,142.44

**City of Montgomery - Debt Service**  
**Profit & Loss Budget Performance**  
 June 2021

	Jun 21	Budget	\$ Over Budget	Oct '20 - Jun 21	YTD Budget	\$ Over Budget	Annual Budget
<b>Income</b>							
34000 - Taxes & Franchise Fees							
34320 - Ad Valorem Taxes	1,138.21	3,000.00	-1,861.79	373,550.92	351,873.00	21,677.92	360,873.00
34330 - Penalty & Interest	275.06	270.83	4.23	6,630.66	2,437.51	4,193.15	3,250.00
<b>Total 34000 - Taxes &amp; Franchise Fees</b>	<b>1,413.27</b>	<b>3,270.83</b>	<b>-1,857.56</b>	<b>380,181.58</b>	<b>354,310.51</b>	<b>25,871.07</b>	<b>364,123.00</b>
34100 - Transfers							
34301.4 - Transfers in-MEDC Fund	0.00			0.00	0.00	0.00	0.00
<b>Total 34100 - Transfers</b>	<b>0.00</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
34200 - Proceeds-Bond Series Refundings	4,495,000.00			4,495,000.00			
34202 - Bond Premium - Series 2021	605,566.45			605,566.45			
35000 - Other Revenues							
35390 - Interest on Checking	0.00	8.33	-8.33	0.00	75.01	-75.01	100.00
35391 - Interest on Investments	7.20	137.50	-130.30	162.03	1,237.50	-1,075.47	1,650.00
<b>Total 35000 - Other Revenues</b>	<b>7.20</b>	<b>145.83</b>	<b>-138.63</b>	<b>162.03</b>	<b>1,312.51</b>	<b>-1,150.48</b>	<b>1,750.00</b>
35500 - Use of Surplus Funds	0.00	0.00	0.00	0.00	0.00	0.00	300,627.00
<b>Total Income</b>	<b>5,101,986.92</b>	<b>3,416.66</b>	<b>5,098,570.26</b>	<b>5,480,910.06</b>	<b>355,623.02</b>	<b>5,125,287.04</b>	<b>666,500.00</b>
<b>Expense</b>							
37000 - Debt Service							
37360 - Interest Payments On Note	0.00	0.00	0.00	20,046.75	20,250.00	-203.25	39,500.00
37363 - Paying Agent Fees	0.00	0.00	0.00	650.00	1,250.00	-600.00	2,500.00
37365 - Interest 2012 Series Premium	0.00	0.00	0.00	86,218.75	86,500.00	-281.25	169,500.00
37395 - Principal Note Payments	0.00	0.00	0.00	455,000.00	455,000.00	0.00	455,000.00
<b>Total 37000 - Debt Service</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>561,915.50</b>	<b>563,000.00</b>	<b>-1,084.50</b>	<b>666,500.00</b>
37370 - Expenses-Refunding Bond Act	157,686.92			157,686.92			
37470 - Refunding Escrow - Series 2021	4,890,557.19			4,890,557.19			
37480 - Purchaser's Discount	48,471.72			48,471.72			
<b>Total Expense</b>	<b>5,096,715.83</b>	<b>0.00</b>	<b>5,096,715.83</b>	<b>5,658,631.33</b>	<b>563,000.00</b>	<b>5,095,631.33</b>	<b>666,500.00</b>
<b>Net Income</b>	<b>5,271.09</b>	<b>3,416.66</b>	<b>1,854.43</b>	<b>-177,721.27</b>	<b>-207,376.98</b>	<b>29,655.71</b>	<b>0.00</b>

City of Montgomery - Ct Security Fund  
**Cash Flow Report - Checking Account**  
 As of June 30, 2021

Item 15.

Num	Name	Memo	Amount	Balance
BALANCE AS OF 06/01/2021				\$7,579.45
Receipts				
	Transfer from General for Revenues thru 06/11/2021		23.63	
Total Receipts			23.63	23.63
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements			0.00	0.00
BALANCE AS OF 06/30/2021				\$7,603.08



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

June 2021

Accrual Basis

	<u>Jun 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>Oct '20 - Jun 21</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
<b>84110 · Court Fines &amp; Forfeitures</b>							
<b>84110.1 · Court Security Fees</b>	51.57	333.33	-281.76	436.44	3,000.01	-2,563.57	4,000.00
<b>Total 84110 · Court Fines &amp; Forfeitures</b>	51.57	333.33	-281.76	436.44	3,000.01	-2,563.57	4,000.00
<b>Total Income</b>	51.57	333.33	-281.76	436.44	3,000.01	-2,563.57	4,000.00
<b>Net Ordinary Income</b>	51.57	333.33	-281.76	436.44	3,000.01	-2,563.57	4,000.00
<b>Other Income/Expense</b>							
<b>Other Expense</b>							
<b>86560 · Interfund Tranfers</b>							
<b>86551 · Baliff Transfer to General Fund</b>	0.00	625.00	-625.00	0.00	1,875.00	-1,875.00	2,500.00
<b>Total 86560 · Interfund Tranfers</b>	0.00	625.00	-625.00	0.00	1,875.00	-1,875.00	2,500.00
<b>Total Other Expense</b>	0.00	625.00	-625.00	0.00	1,875.00	-1,875.00	2,500.00
<b>Net Other Income</b>	0.00	-625.00	625.00	0.00	-1,875.00	1,875.00	-2,500.00
<b>Net Income</b>	<u>51.57</u>	<u>-291.67</u>	<u>343.24</u>	<u>436.44</u>	<u>1,125.01</u>	<u>-688.57</u>	<u>1,500.00</u>

City of Montgomery - Ct Tech Fund  
**Cash Flow Report - Checking Account**  
 As of June 30, 2021

Item 15.

Num	Name	Memo	Amount	Balance
BALANCE AS OF 06/01/2021				\$40,313.44
Receipts				
	Revenues transfer from 06/11/2021		31.49	
	Interest		0.88	
Total Receipts			32.37	32.37
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements			0.00	0.00
BALANCE AS OF 06/30/2021				\$40,345.81

**City of Montgomery - Ct Tech Fund**  
**Actual to Budget Performance**  
 June 2021

Accrual Basis

	Jun 21	Budget	\$ Over Budget	Oct '20 - Jun 21	YTD Budget	\$ Over Budget	Annual Budget
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
74100 · Court Fines and Forfeitures							
74110 · Court Technology Fees	76.76	291.67	-214.91	599.85	2,624.99	-2,025.14	3,500.00
<b>Total 74100 · Court Fines and Forfeitures</b>	76.76	291.67	-214.91	599.85	2,624.99	-2,025.14	3,500.00
74200 · Other Revenues							
74291 · Interest Income	0.88			8.86	0.00	8.86	0.00
<b>Total 74200 · Other Revenues</b>	0.88			8.86	0.00	8.86	0.00
<b>Total Income</b>	77.64	291.67	-214.03	608.71	2,624.99	-2,016.28	3,500.00
<b>Expense</b>							
76200 · Contract Services							
76362 · Computer/Website Services	0.00	166.67	-166.67	0.00	1,499.99	-1,499.99	2,000.00
<b>Total 76200 · Contract Services</b>	0.00	166.67	-166.67	0.00	1,499.99	-1,499.99	2,000.00
<b>Total Expense</b>	0.00	166.67	-166.67	0.00	1,499.99	-1,499.99	2,000.00
<b>Net Ordinary Income</b>	77.64	125.00	-47.36	608.71	1,125.00	-516.29	1,500.00
<b>Net Income</b>	<b>77.64</b>	<b>125.00</b>	<b>-47.36</b>	<b>608.71</b>	<b>1,125.00</b>	<b>-516.29</b>	<b>1,500.00</b>

# Cash Flow Report - Grant Account Account

As of June 30, 2021

Item 15.

Num	Name	Memo	Amount	Balance
	BALANCE AS OF 06/01/2021			\$80.73
	Receipts			
	No Receipts Activity		0.00	
	Total Receipts			0.00
	Disbursements			
	No Disbursements Activity		0.00	
	Total Disbursements			0.00
	BALANCE AS OF 06/30/2021			\$80.73

# Cash Flow Report - Checking Account

As of June 30, 2021

Item 15.

Num	Name	Memo	Amount	Balance
BALANCE AS OF 06/01/2021				\$5,737.63
Receipts				
	No Receipts Activity		0.00	
Total Receipts				0.00
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements				0.00
BALANCE AS OF 06/30/2021				\$5,737.63

City of Montgomery - Hotel Occupancy Tax Fund  
**Cash Flow Report - Checking Account**  
 As of June 30, 2021

Item 15.

Num	Name	Memo	Amount	Balance
BALANCE AS OF 06/01/2021				\$16,466.40
Receipts				
	Interest		0.36	
Total Receipts			0.36	0.36
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements			0.00	0.00
BALANCE AS OF 06/30/2021				\$16,466.76



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

June 2021

Accrual Basis

	<u>Jun 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>Oct '20 - Jun 21</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
<b>Income</b>							
44300 · Taxes & Franchise Fees							
44330 · Hotel Occupancy Taxes	0.00	0.00	0.00	1,424.40	1,500.00	-75.60	2,000.00
<b>Total 44300 · Taxes &amp; Franchise Fees</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,424.40</b>	<b>1,500.00</b>	<b>-75.60</b>	<b>2,000.00</b>
44400 · Other Revenues							
44360 · Interest Earned On Checking	0.00	0.00	0.00	0.00	2.00	-2.00	3.00
44490 · Interest Income	0.36			3.52			
<b>Total 44400 · Other Revenues</b>	<b>0.36</b>	<b>0.00</b>	<b>0.36</b>	<b>3.52</b>	<b>2.00</b>	<b>1.52</b>	<b>3.00</b>
<b>Total Income</b>	<b>0.36</b>	<b>0.00</b>	<b>0.36</b>	<b>1,427.92</b>	<b>1,502.00</b>	<b>-74.08</b>	<b>2,003.00</b>
<b>Expense</b>							
46600 · Miscellaneous Expenses	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
<b>Total Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>
<b>Net Income</b>	<b>0.36</b>	<b>0.00</b>	<b>0.36</b>	<b>1,427.92</b>	<b>1,502.00</b>	<b>-74.08</b>	<b>1,003.00</b>

## Cash Flow Report - MEDC Checking Account

Item 15.

As of June 30, 2021

Num	Name	Memo	Amount	Balance
BALANCE AS OF 06/01/2021				\$605,574.23
Receipts				
	Payment from General Fund for MISD Loan		63,052.03	
	Sales Tax Transfer 06/21		69,895.77	
	JE VOID - Check 2014 - Montgomery Junior High School Student C		25.00	
	Interest on Checking - June 2021		23.24	
Total Receipts				132,996.04
Disbursements				
2057	Rebecca Huss	Reimbursement of Expense - Social Media Services	(1,000.00)	
2058	Swank Motion Pictures, Inc.	Movie Night - Jumanji - Invoice 0057674	(325.00)	
2059	Gunda Corporation	Downtown Design & Streetscape Improvements PI	(8,772.15)	
2060	Montgomery Junior High School	2nd Place - Pole Decorating Contest - Reissue Chec	(25.00)	
2061	MC ESD #2 / Montgomery Fire Department	Emergency Techs - Montgomery Antiques Festival	(1,600.00)	
AL	First Financial Bank	Monthly Admin Transfer June 2021	(3,958.34)	
AL	First Financial Bank	Transfer to General Fund - Movie Night	(179.97)	
Total Disbursements				(15,860.46)
BALANCE AS OF 06/30/2021				\$722,709.81

**City of Montgomery - MEDC**  
**Actual to Budget Performance**  
**June 2021**

	<u>Jun 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>Oct '20 - Jun 21</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
<b>Income</b>							
<b>55000 · Taxes &amp; Franchise Fees</b>							
<b>55400 · Sales Tax</b>	69,895.77	60,000.00	9,895.77	702,919.55	690,000.00	12,919.55	927,940.00
<b>Total 55000 · Taxes &amp; Franchise Fees</b>	69,895.77	60,000.00	9,895.77	702,919.55	690,000.00	12,919.55	927,940.00
<b>55300 · Other Revenues</b>							
<b>55391 · Interest Income</b>	581.31	416.67	164.64	5,074.69	3,749.99	1,324.70	5,000.00
<b>55399 · Misc Income</b>	250.00	0.00	250.00	410.00	160.00	250.00	160.00
<b>Total 55300 · Other Revenues</b>	831.31	416.67	414.64	5,484.69	3,909.99	1,574.70	5,160.00
<b>Total Income</b>	70,727.08	60,416.67	10,310.41	708,404.24	693,909.99	14,494.25	933,100.00
<b>Expense</b>							
<b>56000 · Pub Infrastructure - Category I</b>							
<b>56000.6 · Downtown Dev Improvements</b>	8,772.15	9,333.33	(561.18)	56,848.33	84,000.01	(27,151.68)	112,000.00
<b>56000.7 · Streets &amp; Sidewalks</b>	0.00	833.33	(833.33)	0.00	7,500.01	(7,500.01)	10,000.00
<b>56000.8 · Utility Extensions</b>	0.00	4,166.67	(4,166.67)	0.00	37,499.99	(37,499.99)	50,000.00
<b>56000.B · City Capital Projects</b>	0.00	0.00	0.00	160,000.00	160,000.00	0.00	160,000.00
<b>56000.C · Future Downtown Dev Project</b>	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00
<b>Total 56000 · Pub Infrastructure - Category I</b>	8,772.15	14,333.33	(5,561.18)	216,848.33	289,000.01	(72,151.68)	532,000.00
<b>56001 · Business Dev &amp; Ret -Category II</b>							
<b>56001.8 · Sales Tax Reimbursement</b>	9,583.34	9,583.34	0.00	86,250.00	86,250.00	0.00	125,000.00
<b>56001.9 · Economic Development Grant Prog</b>	0.00	0.00	0.00	9,500.00	20,000.00	(10,500.00)	20,000.00
<b>Total 56001 · Business Dev &amp; Ret -Category II</b>	9,583.34	9,583.34	0.00	95,750.00	106,250.00	(10,500.00)	145,000.00
<b>56002 · Quality of Life - Category III</b>							
<b>56002.1 · Walking Tours</b>	0.00			150.00	0.00	150.00	0.00
<b>56002.2 · Removal of Blight</b>	0.00	1,250.00	(1,250.00)	0.00	11,250.00	(11,250.00)	15,000.00
<b>56002.3 · Events</b>							
<b>56100.1 · Neighborhood Water Party</b>	0.00	0.00	0.00	0.00	0.00	0.00	2,360.00
<b>56100.5 · Light up Montgomery</b>	0.00	0.00	0.00	2,000.00	2,000.00	0.00	2,000.00
<b>56100.6 · Southern Rum Runner</b>	0.00	0.00	0.00	0.00	0.00	0.00	100.00
<b>56100.7 · Mudbugs and Music</b>	0.00	0.00	0.00	6,350.00	6,350.00	0.00	6,350.00
<b>56100.8 · Christmas Parade</b>	0.00	0.00	0.00	1,258.09	2,000.00	(741.91)	2,000.00
<b>56100.9 · Contests/Prizes</b>	0.00	333.33	(333.33)	0.00	3,000.01	(3,000.01)	4,000.00
<b>56100.A · Events - Equipment</b>	76.27	0.00	76.27	589.68	400.00	189.68	24,000.00
<b>56100.B · Montgomery Quilt Walk</b>	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00
<b>56100.C · Montgomery Antiques Festival</b>	0.00	0.00	0.00	4,511.32	4,600.00	(88.68)	4,600.00
<b>56100.D · Movie Night</b>	404.97	0.00	404.97	729.97	325.00	404.97	1,925.00
<b>56100.E · Ferland Dedication</b>	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
<b>56100.F · Pet Parade</b>	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
<b>56100.G · Montgomery Fall Festival</b>	0.00	0.00	0.00	0.00	0.00	0.00	9,500.00
<b>56100.H · Snow in Historic Montgomery TX</b>	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00
<b>56002.3 · Events - Other</b>	0.00	188.75	(188.75)	514.94	1,698.75	(1,183.81)	2,265.00
<b>Total 56002.3 · Events</b>	481.24	522.08	(40.84)	15,954.00	20,373.76	(4,419.76)	85,100.00
<b>56002.4 · Downtown Enhancement Projects</b>	0.00	2,500.00	(2,500.00)	135.00	22,500.00	(22,365.00)	30,000.00

	Jun 21	Budget	\$ Over Budget	Oct '20 - Jun 21	YTD Budget	\$ Over Budget	Annual Budget
<b>Total 56002 · Quality of Life - Category III</b>	481.24	4,272.08	(3,790.84)	16,239.00	54,123.76	(37,884.76)	130,100.00
<b>56003 · Marketing &amp; Tourism-Category IV</b>							
56003.5 · Brochures/Printed Literature	0.00	333.33	(333.33)	0.00	3,000.01	(3,000.01)	4,000.00
56003.C · Website	0.00	541.67	(541.67)	334.60	4,874.99	(4,540.39)	6,500.00
56003.F · Social Media Advertising	100.00	250.00	(150.00)	563.61	2,250.00	(1,686.39)	3,000.00
56003.G · Historical Signage	0.00	166.67	(166.67)	0.00	1,499.99	(1,499.99)	2,000.00
<b>Total 56003 · Marketing &amp; Tourism-Category IV</b>	100.00	1,291.67	(1,191.67)	898.21	11,624.99	(10,726.78)	15,500.00
<b>56004 · Administration - Category V</b>							
56004.1 · Admin Transfers to Gen Fund	3,958.34	3,958.34	0.00	35,625.00	35,625.00	0.00	47,500.00
56004.3 · Miscellaneous Expenses	0.00	41.67	(41.67)	99.00	374.99	(275.99)	500.00
56004.6 · Consulting (Professional servi)							
56014.1 · Prof Serv - Reflective Life	0.00	0.00	0.00	0.00	9,500.00	(9,500.00)	9,500.00
56014.2 · Goat Costume	0.00	0.00	0.00	0.00	0.00	0.00	7,000.00
56004.6 · Consulting (Professional servi) - Other	1,000.00	2,708.33	(1,708.33)	9,708.89	24,375.01	(14,666.12)	34,000.00
<b>Total 56004.6 · Consulting (Professional servi)</b>	1,000.00	2,708.33	(1,708.33)	9,708.89	33,875.01	(24,166.12)	50,500.00
56004.7 · Travel & Training Expenses	0.00	833.33	(833.33)	724.00	7,500.01	(6,776.01)	10,000.00
56004.9 · Technology	0.00	166.67	(166.67)	0.00	1,499.99	(1,499.99)	2,000.00
<b>Total 56004 · Administration - Category V</b>	4,958.34	7,708.34	(2,750.00)	46,156.89	78,875.00	(32,718.11)	110,500.00
<b>Total Expense</b>	23,895.07	37,188.76	(13,293.69)	375,892.43	539,873.76	(163,981.33)	933,100.00
<b>Net Income</b>	<b>46,832.01</b>	<b>23,227.91</b>	<b>23,604.10</b>	<b>332,511.81</b>	<b>154,036.23</b>	<b>178,475.58</b>	<b>0.00</b>

City of Montgomery - Police Asset Forfeiture  
**Cash Flow Report - Checking Account**  
 As of June 30, 2021

*Item 15.*

Num	Name	Memo	Amount	Balance
BALANCE AS OF 06/01/2021				\$12,086.80
Receipts				
	No Receipts Activity		0.00	
Total Receipts				0.00
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements				0.00
BALANCE AS OF 06/30/2021				\$12,086.80

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

June 2021

Accrual Basis

	<u>Jun 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>Oct '20 - Jun 21</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
<b>Ordinary Income/Expense</b>							
Income							
74000 · Police Asset Forfeitures							
74102 · Asset Forfeitures	0.00	0.00	0.00	3,494.82	0.00	3,494.82	0.00
<b>Total 74000 · Police Asset Forfeitures</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,494.82</u>	<u>0.00</u>	<u>3,494.82</u>	<u>0.00</u>
<b>Total Income</b>	0.00	0.00	0.00	3,494.82	0.00	3,494.82	0.00
Expense							
76100 · Supplies and Equipment							
76101 · Computer/Technology Equipment	0.00			0.00	0.00	0.00	0.00
<b>Total 76100 · Supplies and Equipment</b>	<u>0.00</u>			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Total Expense</b>	0.00			0.00	0.00	0.00	0.00
<b>Net Ordinary Income</b>	0.00	0.00	0.00	3,494.82	0.00	3,494.82	0.00
<b>Net Income</b>	<u><b>0.00</b></u>	<u><b>0.00</b></u>	<u><b>0.00</b></u>	<u><b>3,494.82</b></u>	<u><b>0.00</b></u>	<u><b>3,494.82</b></u>	<u><b>0.00</b></u>



## Cash Flow Report - Water &amp; Sewer Fund Account

Item 15.

As of June 30, 2021

Num	Name	Memo	Amount	Balance
BALANCE AS OF 06/01/2021				\$1,151,807.98
Receipts				
	Reimbursement of Expenses from General Fund thru 06/11/2021		238.53	
	Unclaimed Property - March 2019 - February 2020		358.31	
	A/R Collections		167,937.84	
	A/R Collections O/S		5,865.48	
	Customer Meter Deposits		3,575.00	
	Fee Revenue		878.75	
	Fee Revenue O/S		38.75	
	Interest on Checking		39.16	
Total Receipts				178,931.82
Disbursements				
15338	DSHS Central Lab MC2004	VOID: Acct CEN CD2782_032021 PWS ID #170	0.00	
15386	Accurate Utility Supply, LLC	Operating Supplies Inv #170314	(4,912.38)	
15387	Badger Meter	Inv #80074151	(947.85)	
15388	DXI Industries Inc.	Chlorine WP#3 055008413-21	(573.43)	
15389	Electrical Field Services, Inc.	Lift Station 13, Lift Pumps Not Running - Invoice	(585.10)	
15390	Entergy	May 2021 Invoices	(116.48)	
15391	Hailey Ciulla	Tuition Reimbursement - Ciulla	(263.20)	
15392	Jones & Carter, Inc	Engineering Fees - April 2021	(3,416.25)	
15393	Spherion Staffing, LLC	Utility Clerk - Inv RL2398419	(612.00)	
15394	Adams Homes	Deposit Refund - Several Refunds	(289.50)	
15395	Amazon Capital Services	Acct# AQYR2GQY5HCIZ # 1FVX-PVCV-TRV	(18.99)	
15396	Daniel Rivas	Deposit Refund - 109 Dudley Road	(97.24)	
15397	DataProse, LLC	Acct# 1216 Inv#DP2101904 Billing Period 5/1-	(1,407.42)	
15398	DH Homes	Deposit Refund - Several Refunds	(359.66)	
15399	Entergy	May 2021 Invoices	(11,631.62)	
15400	Lake Conroe Management	Deposit Refund - 298 Brocks Lane	(75.39)	
15401	Mark Wickham	Deposit Refund - 605 Old Plantersville Rd	(25.39)	
15402	OCS	Inv 102617 - InCode Ethernet	(28.99)	
15403	Robert Lukens	Deposit Refund - 320 Terra Vista Cir	(164.73)	
15404	Smith & Co / Vuccan	Deposit Refund - 21911 Eva St	(474.50)	
15405	Spherion Staffing, LLC	Utility Clerk - Inv RL2404149	(535.50)	
15406	Stylecraft Builders	Deposit Refund - Several Refunds	(216.06)	
15407	Texas Excavation Safety System, Inc.	Monthly Message Fees for 05/21 Inv#21-12075	(35.15)	
15408	TML - IRP	Insurance Premiums June 2021	(3,009.48)	
15409	Vantassel Proctor	Deposit Refund - Hyd 20311 Eva St	(474.50)	
15410	Waste Management	Customer ID# 7-23067-13005 inv 5724939-1792-	(13,165.55)	
15411	Waste Management (2)	Acct 7-23166-83000 - Inv5722529-1792-5 6/1-6/3	(1,003.48)	
15412	Comptroller of Public Accounts.	Unclaimed Property - March 1 2019 to February 28	(358.31)	
15413	DXI Industries Inc.	Chlorine WP#3 DE05004448-21 / Chlorine WP#2	(334.17)	
15414	Gulf Utility Service, Inc.	Operations - Inv 18406 05/31/21	(27,055.79)	
15415	LDC	CM100268 Hwy 105 West, CM100264 149 South 0	(148.63)	
15416	Spherion Staffing, LLC	Utility Clerk - Inv RL2409225	(703.55)	
15417	Accurate Utility Supply, LLC	Operating Supplies Inv #170863	(365.00)	
15418	Electrical Field Services, Inc.	Lift Station 4, Sump Pump Not Running / WWTP	(6,868.49)	
15419	Jones & Carter, Inc	Engineering Fees - May 2021	(3,553.12)	
15420	Spherion Staffing, LLC	Utility Clerk - Inv RL2414270	(642.60)	
ACH	State Comptroller	Sales Tax - Fees - 05/2021	(1,222.85)	
AL	First Financial	Transfer to Construction - Engineering Fees	(12,000.00)	
AL	First Financial	Reimbursement of Expenses to General Fund thru	(17,035.49)	

# Cash Flow Report - Water & Sewer Fund Account

As of June 30, 2021

Item 15.

Num	Name	Memo	Amount	Balance
Disbursements				
AL	First Financial	Transfer to Construction - Engineering Fees	(7,000.00)	
AL	First Financial	Reimbursement of Expenses to General Fund thru	(27,754.75)	
Recap 06/21	First Financial	Billing Charges	(691.15)	
Total Disbursements				<u>(150,173.74)</u>
BALANCE AS OF 06/30/2021				<u><u>\$1,180,566.06</u></u>

City of Montgomery - Water & Sewer Fund  
Actual to Budget Performance - Utility Fund  
June 2021

	Jun 21	Budget	\$ Over Budget	Oct '20 - Jun 21	YTD Budget	\$ Over Budget	Annual Budget
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
24000 · Charges for Service							
24100 · Water Revenue	57,861.48	60,000.00	(2,138.52)	534,021.16	420,000.00	114,021.16	620,000.00
24118 · Surface Water Revenue	627.34	533.33	94.01	5,924.66	4,800.01	1,124.65	6,400.00
24119 · Application Fee	0.00	125.00	(125.00)	30.00	1,125.00	(1,095.00)	1,500.00
24120 · Disconnect Reconnect	1,300.00	395.83	904.17	7,640.98	3,562.51	4,078.47	4,750.00
24200 · Sewer Revenue	57,628.81	60,000.00	(2,371.19)	520,908.13	430,000.00	90,908.13	630,000.00
24310 · Tap Fees/Inspections	6,929.00	22,500.00	(15,571.00)	264,433.70	202,500.00	61,933.70	270,000.00
24319 · Grease Trap Inspections	1,700.00	1,500.00	200.00	14,800.00	13,500.00	1,300.00	18,000.00
24330 · Late Charges	1,501.17	1,250.00	251.17	12,521.67	11,250.00	1,271.67	15,000.00
24333 · Returned Ck Fee	0.00	16.67	(16.67)	850.00	149.99	700.01	200.00
24334 · Backflow Testing	0.00	1,333.33	(1,333.33)	0.00	12,000.01	(12,000.01)	16,000.00
25403 · Solid Waste Revenue	15,089.42	12,083.33	3,006.09	131,540.74	108,750.01	22,790.73	145,000.00
<b>Total 24000 · Charges for Service</b>	<b>142,637.22</b>	<b>159,737.49</b>	<b>(17,100.27)</b>	<b>1,492,671.04</b>	<b>1,207,637.53</b>	<b>285,033.51</b>	<b>1,726,850.00</b>
24101 · Taxes and Franchise Fees							
24110 · Sales Tax Rev for Solid Waste	1,240.21	1,000.00	240.21	10,771.12	9,000.00	1,771.12	12,000.00
<b>Total 24101 · Taxes and Franchise Fees</b>	<b>1,240.21</b>	<b>1,000.00</b>	<b>240.21</b>	<b>10,771.12</b>	<b>9,000.00</b>	<b>1,771.12</b>	<b>12,000.00</b>
24121 · Groundwater Reduction Revenue	14,787.30	14,250.00	537.30	139,652.70	128,250.00	11,402.70	171,000.00
25000 · Other Revenues							
25000.1 · Impact Fees	7,278.00	0.00	7,278.00	7,278.00	0.00	7,278.00	90,000.00
25391 · Interest Income	39.16	33.33	5.83	332.09	300.01	32.08	400.00
25392 · Interest earned on Investments	7.03	250.00	(242.97)	329.65	2,250.00	(1,920.35)	3,000.00
25395 · Meter Box Replacement	0.00			1,200.00			
25396 · EndPoint Charge	0.00			185.00			
25399 · Misc Rev & ETS Rev	917.50	333.33	584.17	6,894.05	3,000.01	3,894.04	4,000.00
<b>Total 25000 · Other Revenues</b>	<b>8,241.69</b>	<b>616.66</b>	<b>7,625.03</b>	<b>16,218.79</b>	<b>5,550.02</b>	<b>10,668.77</b>	<b>97,400.00</b>
25500 · Utility Contracts	180.00			1,819.21			
<b>Total Income</b>	<b>167,086.42</b>	<b>175,604.15</b>	<b>(8,517.73)</b>	<b>1,661,132.86</b>	<b>1,350,437.55</b>	<b>310,695.31</b>	<b>2,007,250.00</b>
<b>Expense</b>							
26001 · Personnel							
26353.1 · Health Ins.	3,399.48	3,250.00	149.48	31,224.11	29,250.00	1,974.11	39,000.00
26353.4 · Unemployment Ins	0.00	37.50	(37.50)	0.00	337.50	(337.50)	450.00
26353.5 · Workers Comp.	312.46	400.00	(87.54)	3,442.20	3,600.00	(157.80)	4,800.00
26353.6 · Dental Insurance	241.35	266.67	(25.32)	2,195.47	2,399.99	(204.52)	3,200.00
26353.7 · Life & AD&D Insurance	66.60	83.33	(16.73)	597.78	750.01	(152.23)	1,000.00
26353.8 · Crime Insurance	40.72	41.67	(0.95)	366.48	374.99	(8.51)	500.00
26501 · Retirement Expense	2,053.18	1,250.00	803.18	16,705.11	11,250.00	5,455.11	15,000.00
26560 · Payroll Taxes	1,581.80	1,666.67	(84.87)	14,753.88	14,999.99	(246.11)	20,000.00
26600 · Wages	22,619.32	19,312.50	3,306.82	198,095.15	173,812.50	24,282.65	231,750.00
26600.1 · Overtime	395.31	416.67	(21.36)	1,678.56	3,749.99	(2,071.43)	5,000.00
<b>Total 26001 · Personnel</b>	<b>30,710.22</b>	<b>26,725.01</b>	<b>3,985.21</b>	<b>269,058.74</b>	<b>240,524.97</b>	<b>28,533.77</b>	<b>320,700.00</b>

	Jun 21	Budget	\$ Over Budget	Oct '20 - Jun 21	YTD Budget	\$ Over Budget	Annual Budget
<b>26200 · Contract Services</b>							
26102 · General Consultant Fees	0.00	1,250.00	(1,250.00)	0.00	11,250.00	(11,250.00)	15,000.00
26320 · Legal Fees	0.00	1,500.00	(1,500.00)	0.00	13,500.00	(13,500.00)	18,000.00
26322 · Engineering	0.00	6,250.00	(6,250.00)	54,185.61	56,250.00	(2,064.39)	75,000.00
26323 · Operator	3,300.00	3,365.00	(65.00)	29,700.00	30,285.00	(585.00)	40,380.00
26324 · Billing and Collections	2,324.24	1,991.67	332.57	23,071.78	17,924.99	5,146.79	23,900.00
26325 · Backflow Testing	0.00	1,333.33	(1,333.33)	1,945.00	12,000.01	(10,055.01)	16,000.00
26328 · Testing	499.76	1,250.00	(750.24)	9,004.74	11,250.00	(2,245.26)	15,000.00
26331 · Sales Tax for Solid Waste	1,243.47	1,000.00	243.47	10,802.96	9,000.00	1,802.96	12,000.00
26336 · Sludge Hauling	0.00	2,000.00	(2,000.00)	20,704.38	18,000.00	2,704.38	24,000.00
26340 · Printing	85.00	33.33	51.67	470.16	300.01	170.15	400.00
26350 · Postage	85.69	416.67	(330.98)	532.41	3,749.99	(3,217.58)	5,000.00
26351 · Telephone	644.66	475.00	169.66	6,789.31	4,275.00	2,514.31	5,700.00
26370 · Tap Fees & Inspections	3,233.23	4,166.67	(933.44)	50,680.04	37,499.99	13,180.05	50,000.00
26380 · Disconnect/Reconnect Expense	0.00	33.33	(33.33)	0.00	300.01	(300.01)	400.00
26399 · Garbage Pickup	14,817.44	11,666.67	3,150.77	126,667.02	104,999.99	21,667.03	140,000.00
<b>Total 26200 · Contract Services</b>	<b>26,233.49</b>	<b>36,731.67</b>	<b>(10,498.18)</b>	<b>334,553.41</b>	<b>330,584.99</b>	<b>3,968.42</b>	<b>440,780.00</b>
<b>26300 · Communications</b>							
26338 · Advertising/Promotion	0.00	125.00	(125.00)	0.00	1,125.00	(1,125.00)	1,500.00
<b>Total 26300 · Communications</b>	<b>0.00</b>	<b>125.00</b>	<b>(125.00)</b>	<b>0.00</b>	<b>1,125.00</b>	<b>(1,125.00)</b>	<b>1,500.00</b>
<b>26400.1 · Supplies &amp; Equipment</b>							
26326 · Permits & Licenses	0.00	3,833.33	(3,833.33)	19,440.43	34,500.01	(15,059.58)	46,000.00
26371 · Dues & Subscriptions	0.00	166.67	(166.67)	600.74	1,499.99	(899.25)	2,000.00
26342 · Chemicals	1,939.14	2,333.33	(394.19)	20,730.62	21,000.01	(269.39)	28,000.00
26358 · Copier/Fax Machine Lease	135.00	135.00	0.00	1,668.61	1,215.00	453.61	1,620.00
26460 · Operating Supplies	833.19	6,666.67	(5,833.48)	23,084.28	59,999.99	(36,915.71)	80,000.00
26485 · Uniforms	516.18	375.00	141.18	2,736.06	3,375.00	(638.94)	4,500.00
27040 · ComputerTechnology Equipment	542.47	700.00	(157.53)	8,340.47	6,300.00	2,040.47	8,400.00
26400.1 · Supplies & Equipment - Other	0.00	50.00	(50.00)	74.23	450.00	(375.77)	600.00
<b>Total 26400.1 · Supplies &amp; Equipment</b>	<b>3,965.98</b>	<b>10,260.00</b>	<b>(6,294.02)</b>	<b>56,634.27</b>	<b>92,340.00</b>	<b>(35,705.73)</b>	<b>123,120.00</b>
26401 · Groundwater Reduction Expenses	0.00	0.00	0.00	0.00	0.00	0.00	100.00
<b>26500 · Staff Development</b>							
26339 · Dues & Subscriptions	0.00			81.75			
26354 · Travel & Training (Travel)	0.00	458.33	(458.33)	982.05	4,125.01	(3,142.96)	5,500.00
26355 · Employee Relations (Education)	0.00	41.67	(41.67)	263.20	374.99	(111.79)	500.00
<b>Total 26500 · Staff Development</b>	<b>0.00</b>	<b>500.00</b>	<b>(500.00)</b>	<b>1,327.00</b>	<b>4,500.00</b>	<b>(3,173.00)</b>	<b>6,000.00</b>
<b>26600.2 · Maintenance</b>							
26335 · Repairs & Maintenance	16,163.82	18,812.50	(2,648.68)	125,704.18	169,312.50	(43,608.32)	225,750.00
26335.1 · Vehicle Rep. & Maint.	97.94	250.00	(152.06)	1,324.48	2,250.00	(925.52)	3,000.00
26349 · Gas & Oil	577.70	645.83	(68.13)	3,201.64	5,812.51	(2,610.87)	7,750.00
<b>Total 26600.2 · Maintenance</b>	<b>16,839.46</b>	<b>19,708.33</b>	<b>(2,868.87)</b>	<b>130,230.30</b>	<b>177,375.01</b>	<b>(47,144.71)</b>	<b>236,500.00</b>
<b>26700 · Insurance Expense</b>							
26353.2 · Liability Ins.	255.12	266.67	(11.55)	2,687.32	2,399.99	287.33	3,200.00

	Jun 21	Budget	\$ Over Budget	Oct '20 - Jun 21	YTD Budget	\$ Over Budget	Annual Budget
26353.3 · Property Ins.	2,401.18	2,333.33	67.85	21,531.78	21,000.01	531.77	28,000.00
<b>Total 26700 · Insurance Expense</b>	<b>2,656.30</b>	<b>2,600.00</b>	<b>56.30</b>	<b>24,219.10</b>	<b>23,400.00</b>	<b>819.10</b>	<b>31,200.00</b>
<b>26800 · Utilities Expense</b>							
26352.1 · Utilities - Gas for Generators	101.14	83.33	17.81	979.03	750.01	229.02	1,000.00
26352.2 · Utilities-Water Plants	5,881.91	5,666.67	215.24	58,359.08	50,999.99	7,359.09	68,000.00
26352.3 · Utilities-WW Treatment Plants	4,437.62	2,500.00	1,937.62	40,145.87	22,500.00	17,645.87	30,000.00
26352.4 · Utilities - Lift Stations	1,569.58	1,333.33	236.25	13,802.08	12,000.01	1,802.07	16,000.00
<b>Total 26800 · Utilities Expense</b>	<b>11,990.25</b>	<b>9,583.33</b>	<b>2,406.92</b>	<b>113,286.06</b>	<b>86,250.01</b>	<b>27,036.05</b>	<b>115,000.00</b>
<b>26901 · Util Projects/Prev Maint</b>							
26901.3 · Impact Fees - Tsf to CPF	0.00	0.00	0.00	0.00	0.00	0.00	90,000.00
26901 · Util Projects/Prev Maint - Other	12,952.19	3,859.25	9,092.94	104,849.98	34,733.25	70,116.73	46,311.00
<b>Total 26901 · Util Projects/Prev Maint</b>	<b>12,952.19</b>	<b>3,859.25</b>	<b>9,092.94</b>	<b>104,849.98</b>	<b>34,733.25</b>	<b>70,116.73</b>	<b>136,311.00</b>
<b>27000 · Miscellaneous Expenses</b>							
26361 · Bank Charges/ETS	1,327.45	1,000.00	327.45	26,303.04	9,000.00	17,303.04	12,000.00
<b>Total 27000 · Miscellaneous Expenses</b>	<b>1,327.45</b>	<b>1,000.00</b>	<b>327.45</b>	<b>26,303.04</b>	<b>9,000.00</b>	<b>17,303.04</b>	<b>12,000.00</b>
<b>Total Expense</b>	<b>106,675.34</b>	<b>115,092.59</b>	<b>(8,417.25)</b>	<b>1,080,503.07</b>	<b>1,035,833.23</b>	<b>44,669.84</b>	<b>1,471,211.00</b>
<b>Net Ordinary Income</b>	<b>60,411.08</b>	<b>60,511.56</b>	<b>(100.48)</b>	<b>580,629.79</b>	<b>314,604.32</b>	<b>266,025.47</b>	<b>536,039.00</b>
<b>Other Income/Expense</b>							
<b>Other Expense</b>							
27001 · Other Expenses							
27002 · Transfer to Construction Fund	19,000.00	0.00	19,000.00	243,286.00	0.00	243,286.00	536,039.00
<b>Total 27001 · Other Expenses</b>	<b>19,000.00</b>	<b>0.00</b>	<b>19,000.00</b>	<b>243,286.00</b>	<b>0.00</b>	<b>243,286.00</b>	<b>536,039.00</b>
<b>Total Other Expense</b>	<b>19,000.00</b>	<b>0.00</b>	<b>19,000.00</b>	<b>243,286.00</b>	<b>0.00</b>	<b>243,286.00</b>	<b>536,039.00</b>
<b>Net Other Income</b>	<b>(19,000.00)</b>	<b>0.00</b>	<b>(19,000.00)</b>	<b>(243,286.00)</b>	<b>0.00</b>	<b>(243,286.00)</b>	<b>(536,039.00)</b>
<b>Net Income</b>	<b>41,411.08</b>	<b>60,511.56</b>	<b>(19,100.48)</b>	<b>337,343.79</b>	<b>314,604.32</b>	<b>22,739.47</b>	<b>0.00</b>

# District Debt Service Payments

Item 15.

07/01/2021 - 07/01/2022

Paying Agent	Series	Date Due	Date Paid	Principal	Interest	Total Due
Debt Service Payment Due 09/01/2021						
First National Bank of Huntsville	2015 - Refunding	09/01/2021		0.00	4,646.25	4,646.25
Bank of Texas	2017A - WS&D	09/01/2021		0.00	4,767.25	4,767.25
Bank of Texas	2017B - WS&D	09/01/2021		0.00	9,681.25	9,681.25
Amegy Bank of Texas	2021 - Refunding	09/01/2021		0.00	36,360.00	36,360.00
		Total Due 09/01/2021		0.00	55,454.75	55,454.75
Debt Service Payment Due 03/01/2022						
First National Bank of Huntsville	2015 - Refunding	03/01/2022		85,000.00	4,646.25	89,646.25
Bank of Texas	2017A - WS&D	03/01/2022		50,000.00	4,767.55	54,767.55
Bank of Texas	2017B - WS&D	03/01/2022		80,000.00	9,681.25	89,681.25
Amegy Bank of Texas	2021 - Refunding	03/01/2022		215,000.00	80,800.00	295,800.00
		Total Due 03/01/2022		430,000.00	99,895.05	529,895.05
		District Total		\$430,000.00	\$155,349.80	\$585,349.80





July 21, 2021

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

Re: Monthly Engineering Report  
City Council Meeting July 27, 2021

Dear Mayor and Council:

The following is a brief summary that describes our activities since the June 22, 2021 Council Meeting:

**Capital Projects (Jones|Carter):**

1. **Downtown Waterline Replacement** – It is our understanding the contractor is continuing to work along FM 149. We received Pay Estimate No. 6 in the amount of \$54,247.50 from Jones|Carter. As of June 24<sup>th</sup>, construction was approximately 78% complete by value.
2. **Water Plant No. 3 Improvements** – It is our understanding Jones|Carter provided all required documentation to the TWDB and are awaiting issuance of a Notice to Proceed before construction can begin.
3. **GLO Projects**
  - a. **Ander's Branch Drainage Improvements** – It is our understanding Jones|Carter is proceeding with environmental and surveying services for the project.
  - b. **Dr. Martin Luther King Jr. Drive Ditch Regrading and Sanitary Sewer Rehabilitation** – It is our understanding Jones|Carter plans to submit 60% design drawings for our review by the end of August.
  - c. **Water Plant No. 3 Generator** – This project will begin once costs for the previous two projects has been finalized to ensure sufficient funding exists for this project.
4. **FM 1097 Speed Study** – Jones|Carter is complete with the speed study along FM 1097 from approximately FM 149 to the eastern City ETJ. We are reviewing the results of the study and plan to coordinate with Jones|Carter to present at the August 10<sup>th</sup> meeting of the City Council.

5. **FM 1097 and Buffalo Springs Drive Traffic Signal Warrant Analysis** - Jones|Carter is complete with the traffic signal warrant analysis at FM 1097 and Buffalo Springs Drive. We are reviewing the results of the study and plan to coordinate with Jones|Carter to present the results at the August 10<sup>th</sup> meeting of the City Council.

**Developments:**

1. **Feasibility Studies** – There are no active feasibility studies at this time.
2. **Plan Reviews**
  - a. **Wendy’s (Haza Foods)** – We received revised plans from the developer on June 25<sup>th</sup>. We provided comments to the plans to the developer on July 16<sup>th</sup>.
  - b. **Shoppes at Montgomery Access Drive to Buffalo Springs** – We received plans for review on July 13<sup>th</sup> and expect to return comments this week.
3. **Plat Reviews**
  - a. **Town Creek Crossing Section 1 Final Plat** – We received a revised plat from the developer on June 29<sup>th</sup>. We offer no objections to the final plat and have included our recommendation for approval of the final plat in this month’s Council meeting.
  - b. **Hills of Town Creek, Section 4 Amending Plat** – We received a revised plat from the developer on June 18<sup>th</sup> and provided comments to the plat on June 28<sup>th</sup>.
  - c. **Shoppes at Montgomery Amending Plat 2** – We received a revised plat from the developer and provided comments on June 24<sup>th</sup>.
4. **Ongoing Construction**
  - a. **Town Creek Crossing, Section 1** – Construction is ongoing and the contractor expects to begin paving this week.
5. **One-Year Warranty Inspections**
  - a. **Villas of Mia Lago, Section 2** – We reinspected the items this month and provided a list of items that still need to be addressed.
  - b. **Hills of Town Creek, Section 3** – The developer began with additional repair work to the streets on July 21<sup>st</sup>. Upon completion we will reinspect the work before recommending ending the warranty period.
  - c. **Hills of Town Creek, Section 4** – The warranty period for this project will end on March 24, 2022.

Honorable Mayor and City Council  
City of Montgomery  
Page 3 of 3  
July 21, 2021

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**General Ongoing Activities:**

1. **Gracepoint Homes (Kammerer Tract)** – It is our understanding the developer is working with the Public Utilities Commission to decertify the tract from the Dobbin-Plantersville CCN boundaries.
2. **Biweekly Operations and Developments Call** – We are continuing the biweekly operations and developments calls with City Staff and H2O Innovations.
3. **TPDES Permit Renewal** – We are proceeding with the Texas Pollutant Discharge Elimination System (“TPDES”) permit renewal for both the Stewart Creek and Town Creek wastewater treatment plants.
4. **FM 1097 & Atkins Creek Drainage Improvements (TxDOT)** – We are coordinating with TxDOT to provide any documentation necessary to determine and prepare the easement area that is to be obtained for the project.
5. **FM 149 & SH-105 North Bound Right Turn Lane (TxDOT)** – We plan to attend a pre-construction meeting with TxDOT on July 27<sup>th</sup>.
6. **City Engineer Transition** – We received a hard drive containing City documents from Jones | Carter on July 8<sup>th</sup>. We continue to go through the provided files to determine if any additional documents are needed.

Please let me know if you have any questions.

Sincerely,



Chris Roznovsky, PE  
City Engineer

CVR/kmv

Z:\00574 (City of Montgomery)\\_900 General Consultation\Meeting Files\Engineer's Reports\07-2021 Engineer's Report.docx

Attachments - None

Cc (via email): The Planning and Zoning Commission – City of Montgomery  
Mr. Richard Tramm – City of Montgomery, City Administrator  
Ms. Susan Hensley – City of Montgomery, City Secretary  
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney