

**Notice of City Council
AGENDA**

June 28, 2022 at 6:00 PM

NOTICE IS HEREBY GIVEN that a Meeting of the Montgomery City Council will be held on **Tuesday, June 28, 2022, at 6:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

Members of the public may view the meeting live on the City's website 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. The meeting will be recorded and uploaded to the City's website.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO FLAGS

VISITOR/CITIZENS FORUM:

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

CONSENT AGENDA:

- 1.** Consideration and approval of the following :
 - a. Minutes of regular City Council Meeting 05-24-2022; and
 - b. Minutes of regular City Council Meeting 06-14-2022

- 2.** AN ORDINANCE AMENDING THE RECORDS MANAGEMENT ORDINANCE FOR THE CITY OF MONTGOMERY, TEXAS; PROVIDING FOR A RECORDS MANAGEMENT POLICY FOR THE CITY OF MONTGOMERY, TEXAS; DESIGNATING THE CITY SECRETARY AS RECORDS MANAGEMENT OFFICER; ESTABLISHING A RECORDS RETENTION SCHEDULE AND PROVIDING FOR DESTRUCTION OF MUNICIPAL RECORDS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

- 3.** AN ORDINANCE OF THE CITY OF MONTGOMERY TEXAS, CREATING REGULATIONS RELATING TO RECORDS MANAGEMENT, INCLUDING THE DISASTER PREVENTION AND RECOVERY PLAN FOR CITY RECORDS, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

- 4.** Consideration and possible action authorizing the Police Department to sell unused generator to Panorama Village for \$1,500.00.

- 5.** Consideration and possible action authorizing the Police Department to sell unused equipment to Tioga PD for \$1.00.

CONSIDERATION AND POSSIBLE ACTION:

6. Consideration and possible action to appoint a Municipal Court Judge.
7. Consideration and possible action on the following:

 - a. Receive the Recommendation and Final Report from the Planning & Zoning Commission on a rezoning request for 504 Caroline Street, Montgomery Texas from R1-Single Family Residential to B-Commercial.
 - b. Convene into a Public Hearing to hear public comments on the request.
 - c. AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE ZONING CLASSIFICATIONS AS DEFINED IN THE CITY CODE OF ORDINANCES CHAPTER 98, "ZONING," FOR A 0.5-ACRE TRACT SITUATED IN THE JOHN CORNER SURVEY, ABSTRACT NUMBER 8, MONTGOMERY COUNTY, TEXAS, COMMONLY REFERRED TO AS 504 CAROLINE STREET, MONTGOMERY, TEXAS FROM "R-1" SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT, AS FOUND ON THE CITY'S OFFICIAL ZONING MAP TO "B" COMMERCIAL ZONING DISTRICT CLASSIFICATION; AND TO AMEND THE OFFICIAL ZONING MAP; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE AND PUBLICATION.
8. Consideration and possible action on ending the one-year warranty period and releasing the maintenance bond for the public infrastructure in Hills of Town Creek Section Four.
9. Consideration and possible action on awarding a construction bid for the Clepper Street sidewalk project.
10. Consideration and possible action regarding a proposal for a Downtown District Master Drainage Plan study from WGA Consulting Engineers.
11. Consideration and possible action to approve the Montgomery Economic Development Corporation's expenditure of \$286,457.50 for engineering and design services for the McCown Street Improvements Project.
12. Consideration and possible action to approve the Montgomery Economic Development Corporation's expenditure for the purchase of real property located at 21050 Eva Street, Montgomery, TX 77356 in the amount of \$600,000.00
13. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING SECTION 57 OF CHAPTER 6, "ALCOHOLIC BEVERAGES," OF THE CITY CODE OF ORDINANCES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE CLAUSE AND TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
14. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING SECTION 206 AND 258 OF CHAPTER 86 "TRAFFIC AND VEHICLES" OF THE CITY CODE OF ORDINANCES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE CLAUSE AND TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.
15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AUTHORIZING THE SIGNORS FOR ALL CITY OF MONTGOMERY BANKING ACCOUNTS WITH FIRST FINANCIAL BANK; AND PROVIDING AN EFFECTIVE DATE.

- [16.](#) Consideration and possible action to approve a TexPool Resolution Amending Authorized Representatives.
- [17.](#) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS GRANTING TO ENTERGY TEXAS, INC. THE RIGHT, PRIVILEGE AND FRANCHISE TO CONDUCT WITHIN THE CITY AN ELECTRICAL LIGHTING AND POWER BUSINESS; PROVIDING AN EFFECTIVE DATE UPON ACCEPTANCE IN WRITING BY ENTERGY TEXAS, INC.
- [18.](#) Consideration and possible action regarding a nomination for the Montgomery County Emergency Communication District (MCECD) Board of Managers.

DEPARTMENTAL REPORTS:

- [19.](#) City Administrator's Report
- [20.](#) Finance Report & Quarterly Investment Report
- [21.](#) Sales Tax Report
- [22.](#) Police Department Report
- [23.](#) Municipal Court Report
- [24.](#) Utility Report
- [25.](#) Public Works Report
- [26.](#) Utility Operations Report
- [27.](#) Engineers Report

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.

POSSIBLE ACTION FROM EXECUTIVE SESSION:

- [28.](#) Sections 551.071 (consultation with attorney)
551.074 (personnel matters)
551.087 (deliberation regarding economic development negotiations)
- [29.](#) Consideration and possible action on an appointment to fill the unexpired term for City Council Place 5 ending in May 2023.

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

Nici Browe, 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 Friday, June 24, 2022 at 4:00 p.m. I further certify that the following news media was notified of this meeting as stated above: The Courier

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

**Notice of City Council
MINUTES**

May 24, 2022 at 6:00 PM

CALL TO ORDER

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

- | | | |
|----------|----------------|-----------------------|
| Present: | Byron Sanford | Mayor |
| | Carol Langley | City Council Place #1 |
| | Casey Olson | City Council Place #2 |
| | T.J. Wilkerson | City Council Place #3 |
| | Cheryl Fox | City Council Place #4 |
| | <i>Vacant</i> | City Council Place #5 |

- | | | |
|---------------|-------------------|--|
| Also Present: | Dave McCorquodale | Assistant City Administrator& Planning Development |
| | Nici Browe | City Secretary & Director of Administrative Services |
| | Alan Petrov | City Attorney |
| | Richard Tramm | City Administrator. |

INVOCATION

Mayor Pro Tem T.J. Wilkerson provided the Invocation.

PLEDGE OF ALLEGIANCE TO FLAGS

VISITOR/CITIZENS FORUM:

1. Justice of the Peace Pct. 1 Judge Wayne Mack administered the Oath of Office to the following duly elected officials from the May 7, 2022, City of Montgomery General Election: **Byron Sanford, Mayor; Casey L. Olson, City Council Place 2; and Cheryl Fox, City Council Place 4.**

2. Mayor Byron Sanford recognized Sara Countryman for her dedication and passion to the citizens of Montgomery as Mayor for the past four years. He thanked her and presented her with a plaque and refreshments were served.

Former councilmembers Davis and Lacey were absent.

3. Consideration and possible action to elect the Mayor Pro-Tem for the term of one (1) year as provided by Texas Local Government Code § 22.037(b).

Councilmember Carol Langley moved to nominate TJ Wilkerson as Mayor Pro Tem. Councilmember Cheryl Fox seconded the motion. Motion passed (4-0).

VISITOR/CITIZENS FORUM:

Ms. Duncan spoke at length on the appreciation the citizens of Montgomery owe Sara Countryman for all her dedication and hard work. She will be missed.

Mr. Lefevre spoke about several topics for the City. A potential to enter into a Interlocal Agreement to resolve the traffic at Bentwater and the heavy back up. A Traffic Study is needed, we also need lights, but the City says it doesn't have the money to do that. He also spoke with regards to the Bridge at the loop. He has watched it erode and decay for 3-5 years .His concerns are that if there is ever an evacuation for a disaster event that road and bridge will not withstand that use.

CONSENT AGENDA:

- 4. Consideration and possible action on the following:
 - a. Approval of the minutes of the Regular City Council Meeting, May 10, 2022.
 - b. Approval of the minutes of the Special Called City Council Meeting, May 17, 2022.
- 5. Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Alconcorp, Inc. for a proposed office building at Montgomery Summit Business Park Reserve "A" (Dev. No. 2206).
- 6. Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Express Oil Change & Tire Engineers for a proposed automotive service business in The Shoppes at Montgomery Section 2, Reserve "D-1" (Dev. No. 2207).

Mayor Pro Tem TJ Wilkerson moved to approve the consent agenda as presented. Councilmember Carol Langley seconded the motion. Motion passed (4-0).

CONSIDERATION AND POSSIBLE ACTION:

- 7. Consideration and possible action regarding the following:
 - (a) Review of the Annexation petition by Redbird Meadow Development LLC.

City Administrator, Richard Tramm stated that this was the culmination of work that began over a year ago.

- (b) Convene into Public Hearing on the petition to annexation.

Mayor Sara Countryman opened the Public Hearing at: 6:31 PM

No members of the public addressed City Council on this item.

Mayor Sara Countryman closed the Public Hearing at 6:32 PM.

(c) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 378.2 ACRES OF LAND LOCATED IN ZACHARIAH LANDRUM SURVEY, ABSTRACT NO. 22, MONTGOMERY COUNTY, TEXAS BEING A PORTION OF A 388.5 ACRE TRACT, CONVEYED TO REDBIRD MEADOW DEVELOPMENT, LLC, AS RECORDED UNDER CLERK'S FILE (C.F.) NO. 2021049974 OF THE OFFICIAL

PUBLIC RECORDS MONTGOMERY COUNTY (O.P.R.M.C.) INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF MONTGOMERY, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACTS, EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

Mayor Pro Tem T J Wilkerson asked staff and the City Engineer what was entailed with this annexation agreement.

Mr. Chris Roznovsky of WGA provided a detailed response as the process.

Mayor Pro Tem TJ Wilkerson moved to approve the ordinance for annexation as presented. Councilmember Casey Olson seconded the motion. The motion passed (4-0).

8. Consideration and possible action on authorizing the City Administrator to approve expenses for replacing lift pumps at Lift Station 3 in the amount of \$37,872.00

Public Works Director, Mike Muckleroy provided Council with an explanation to the cause of the blockages and issues with the impeller due to a ragging problem that has been increasing in frequency. He stated he would require some lead time to get the replacements.

Councilmember Carol Langley moved to authorize the Public Works Director to proceed with the replacement lift pumps in the amount of \$37,872.00. Mayor Pro Tem TJ Wilkerson seconded the motion. The motion passed (4-0).

9. Consideration and possible action regarding calling a Public Hearing for a rezoning request from R1—Single-Family Residential to B—Commercial for 504 Caroline Street, Montgomery, Texas.

Planning & Development Director, Dave McCorquodale gave council a detailed explanation of the rezoning request and the impact on the zoning plan, future land use plan and the city as a whole. He provided council with advice on the next steps to take in the rezoning process.

Council discussed details of the request, in regard to the parking lot and the historic district.

Councilmember Carol Langley moved to approve calling a Public Hearing for June 28, 2022, at 6PM. Mayor Pro Tem TJ Wilkerson seconded the motion. The motion passed (4-0).

10. Consideration and possible action on acceptance of a Feasibility Study for Pulte Homes of Texas, LP for a proposed single-family residential development (Dev. No. 2203).

Mr. Chris Roznovsky, City Engineer of WGA, walked City Council through the Feasibility Study he had provided them, homing in on specific details that had previously been of concern for City Council in previous discussions. He provided responses to all questions that were asked of the study.

Mayor Byron Sanford cautioned Council, that this item is to accept the study, not to enter into a development agreement.

Mayor Pro Tem TJ Wilkerson moved to accept the Feasibility Study as presented. Councilmember Casey Olson seconded the motion. The motion passed (4-0).

11. Consideration and possible action on acceptance of a Feasibility Study for Nantucket Housing for a proposed senior-living and multi-family residential development (Dev. No. 2204).

Mr. Chris Roznovsky, City Engineer of WGA, walked City Council through the Feasibility Study he had provided them, homing in on specific details that had previously been of concern for City Council in previous discussions. He provided responses to all questions that were asked of the study.

Matthew Blazer, developer provided some clarity on points of concern for a member of the council.

Councilmember Carol Langley moved to accept the Feasibility Study as presented. Mayor Pro Tem TJ Wilkerson seconded the motion. The motion passed (4-0).

DEPARTMENTAL REPORTS:

- 12. City Administrator's Report
- 13. Sales Tax Report
- 14. Municipal Court Report
- 15. Public Works Report
- 16. Financial Report
- 17. Hotel Tax Report
- 18. Montgomery Police Department Report
- 19. Code Enforcement Reports for March 2022 and April 2022
- 20. Utility Report
- 21. Utility Operations Report
- 22. Engineers Report

The Department Heads of each department stood before council and provided any additional information to supplement their departmental reports submitted to the council packet.

Mr. Ted Camel provided updated and detailed information and the work he has been doing for the City on Hotel Tax, and un reporting entities.

Mr. Michael Williams of H2O provided the Utility Operations Report.

Mr. Chris Roznovsky provided the Engineers Report.

Councilmember Carol Langley moved to accept the department reports as presented. Councilmember Casey Olson seconded the motion. The motion passed (4-0).

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.

Council went into Executive Session at 7:56 PM

CITY COUNCIL RECONVENED AT 8:55 PM

POSSIBLE ACTION FROM EXECUTIVE SESSION:

- 23. 551.074 (Personnel Matters) Review of the City Administrator Contract

Councilmember Casey Olson moved to terminate the City Administrators Contract effective May 24, 2022, for a vote of no confidence. Councilmember Cheryl Fox seconded the motion. The motion passed (3-1) Mayor Pro Tem TJ Wilkerson voted against.

COUNCIL INQUIRY:

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Mayor Pro Tem TJ Wilkerson stated he now wants to know what the process is to fill the vacancy for the city Council position #5. He asked Mr. Alan Petrov if they (city council) should nominate someone.

Mr. Alan Petrov, City Attorney responded that there is a year left on the term, the City can operate without filling the position, however, yes, they can nominate and vote upon it and make sure the City Secretary knows to have it as an item on the council agenda.

Mayor Bryon Sanford instructed council to bring their recommendations to the next council meeting.

ADJOURNMENT

Councilmember Carol Langley moved to adjourn. Councilmember Cheryl Fox seconded the motion. The motion passed (4-0).

ADJOURNMENT 9:05 PM

Submitted by: _____

Date Approved:_____

Nici Browe, City Secretary

Byron Sanford, Mayor

**Notice of Regular Meeting
MINUTES**

June 14, 2022, at 6:00 PM

CALL TO ORDER

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

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|----------|----------------|-----------------------|
| Present: | Byron Sanford | Mayor |
| | Carol Langley | City Council Place #1 |
| | Casey Olson | City Council Place #2 |
| | T.J. Wilkerson | City Council Place #3 |
| | Cheryl Fox | City Council Place #4 |
| | <i>Vacant</i> | City Council Place #5 |

- | | | |
|---------------|-------------------|--|
| Also Present: | Dave McCorquodale | Assistant City Administrator& Planning Development |
| | Nici Browe | City Secretary & Director of Administrative Services |
| | Alan Petrov | City Attorney |

INVOCATION

Mayor Byron Sanford provided the Invocation.

PLEDGE OF ALLEGIANCE TO FLAGS

VISITOR/CITIZENS FORUM:

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Ms. Duncan – provided a speech that former Mayor Sara Countryman had written and posted on various social media outlets. A copy of which is added to these minutes.

CONSENT AGENDA:

1. Approval of the following:
Special Called City Council meeting minutes 05-31-2022.
2. Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and 1000 Foster Drove, LLC for a proposed multi-family residential project (Dev. No. 2206).

3. Consideration and possible action on authorizing the Interim City Administrator to approve expenses for repairs and painting of the Arnold-Simonton House at Fernland Park.

Councilmember Casey Olson moved to approve the consent agenda as presented. Councilmember Carol Langley seconded the motion. The motion passed (4-0).

CONSIDERATION AND POSSIBLE ACTION:

4. Consideration and possible action regarding a request to demolish a portion of a structure at 504 Caroline Street located in the Historic Preservation District.

Mr. Dave McCorquodale, Interim City Administrator provided Council with a detailed explanation of the request to demolish a portion of the structure at 504 Caroline. He provided them with the condition of the current poor and unsafe structure, which is beyond any repair.

He advised that the contractor Mr. Robb is present should there be any questions you wish to ask of him.

Councilmember Carol Langley moved to approve the request to demolish a portion of the structure. Councilmember Cheryl Fox seconded the motion. The motion passed (4-0).

5. Discussion on emergency expenditure to add surge/lightning protection to Water Well 3 electrical service in the amount of \$14,200.00.

Mr. Mike Muckleroy, Public Works Director provided City Council with details of the surge protection issue that was in existence at water well #3. He further explained that he had gone to Mr. McCorquodale as it was evident from the inspections that the pump was not protected from surges. He and Mr. McCorquodale deemed this an emergency expense, as at the time it was right after a council meeting, therefore would come for a ratification of the expenditure.

Council agreed with the decisions made and did not entertain a motion.

6. Consideration and possible action regarding approval of the Certificate of Acceptance of the Downtown Waterline Replacement project.

Mr. Chris Roznovsky, City Engineer, WGA provided the Council with details of the work that had occurred for the waterline replacement, and that all punch list items were taken care of so now he is happy to present to council for their approval the Certificate of Acceptance.

Councilmember Casey Olson moved to approve the Certificate of Acceptance. Mayor Pro Tem TJ Wilkerson seconded the motion. The motion passed (4-0).

7. Discussion and possible action authorizing city staff and consultants to coordinate with Pulte Homes of Texas regarding proposed Development, Annexation, and Consent to Creation of a Special Purpose District Agreements for a proposed 80-acre single-family residential development (Dev. No. 2203).

Mr. Chris Roznovsky, City Engineer, WGA stated that from the May 24th Council meeting he had worked through items with legal and working with the developer. This project is outside of the City limits, he then directs council that on page 53 of the Report is discusses the 100 ft stretch, this cost he stated is solely on Pulte.

Councilmember Casey Olson asked about the 45 ft lot sizes.

Mr. McCorquodale provided the response that the City had received a marked-up plot plan, however it did not provide enough detail, remember he stated this was marketed originally as a senior community.

Mr. Roznovsky added that Terra Vista next door to this development is also 45-50ft lot sizes.

Mayor Pro Tem TJ Wilkerson moved to authorize staff to proceed with the request to create a Special Purpose District for the proposed 80-acre SFR development No 2203. Councilmember Cheryl Fox seconded the motion. The motion passed (4-0).

8. Consideration and possible action on the following Ordinance: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS GRANTING TO ENTERGY TEXAS, INC. THE RIGHT, PRIVILEGE AND FRANCHISE TO CONDUCT WITHIN THE CITY AN ELECTRICAL LIGHTING AND POWER BUSINESS; PROVIDING AN EFFECTIVE DATE UPON ACCEPTANCE IN WRITING BY ENTERGY TEXAS, INC.

Mr. Dave McCorquodale introduced the Franchise Agreement and stated that they are not sent out very often. It is his understanding that it is way to recoup monies to allow a utility agency to operate in our ROW. The last one was in 1972 with a 50-year life span, this one is for a term of 25 years.

Council provided questions to Mr. McCorquodale and to legal counsel on the workings and benefits of a Franchise Agreement, and how the rate is worked out.

Councilmember Casey Olson requested that this item be tabled until June 28, 2022, so staff and legal can respond to the questions that council has posed and to provide council with time to digest the booklet/agreement. Mayor Pro Tem TJ Wilkerson seconded the motion. The motion passed (4-0).

9. Consideration and possible action regarding calling a Public Hearing on a request to place a HUD-code manufactured home at 15329 Liberty Street, Montgomery, Texas.

Mr. Dave McCorquodale explained that the only way in the city anyone can place a mobile home is within a mobile home park. However, the lot concerned is owned by the applicant and there is a home on there now which is not livable. The plan is to build a home at the back of the property. They have submitted an application, then next step is to issue a public hearing notice to surrounding property owners.

Councilmember Casey Olson moved to call a public hearing on July 12, 2022. Mayor Pro Tem TJ Wilkerson seconded the motion. The motion passed (4-0).

10. Consideration and possible action on a MEDC budget amendment.

Mr. McCorquodale introduced this item and stated that there is no monetary change to this amendment it is to request to change the name for a GL item to adequately cover the work in the corridors and allow for the funding to be accurately accounted for.

Councilmember Casey Olson moved to approve the language change on the MEDC budget as presented. Councilmember Cheryl Fox seconded the motion. The motion passed (4-0).

11. Cost of Living Adjustment (COLA) as approved by City Council 04-18-2022

Mr. McCorquodale introduced this item and Ms. Browe, City Secretary, gave a brief presentation to council on how the COLA should not be tied to a performance goal, and that the City Policy states all employees for COLA adjustments.

Councilmember Casey Olson moved to approve the COLA to the Exempt employees and backdate it to April 17, 2022. Mayor Pro Tem TJ Wilkerson seconded the motion. The motion passed (4-0).

12. Discussion and possible action on the proposals submitted for the City Administrator recruitment.

Mr. McCorquodale introduced this item stating that both the City Secretary and Legal counsel had reached out to professional executive recruiting firms. The council has both packets before them, and staff would answer questions.

Councilmember Carol Langley moved to approve the proposal from SGR. Councilmember Casey Olson seconded the motion. The motion passed (4-0).

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.

Council went into Executive Session at 6:55 PM

CITY COUNCIL RECONVENED AT 8:22 PM

POSSIBLE ACTION FROM EXECUTIVE SESSION:

1. 551.072 Real Property
2. 551.074 Personnel Matters

The City Council did not have any motions to make on these items.

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.

Mayor Byron Sanford stated that he is working with staff for the creation of a full flow chart, so that the new City Administrator can see where the demands are. For him, he is turning his focus to traffic, he has a meeting with Commissioner Riley and is building on TXDoT relations.

ADJOURNMENT

Councilmember Cheryl Fox moved to adjourn. Councilmember Carol Langley seconded the motion. The motion passed (4-0).

ADJOURNMENT 8:39 PM

Submitted by: _____

Date Approved: _____

Nici Browe, City Secretary

Byron Sanford, Mayor

Montgomery City Council
AGENDA REPORT

Meeting Date: 06-28-2022	Budgeted Amount:
Department: Administration	Prepared By: N.Browe

Subject

AN ORDINANCE AMENDING THE RECORDS MANAGEMENT ORDINANCE FOR THE CITY OF MONTGOMERY, TEXAS; PROVIDING FOR A RECORDS MANAGEMENT POLICY FOR THE CITY OF MONTGOMERY, TEXAS; DESIGNATING THE CITY SECRETARY AS RECORDS MANAGEMENT OFFICER; ESTABLISHING A RECORDS RETENTION SCHEDULE AND PROVIDING FOR DESTRUCTION OF MUNICIPAL RECORDS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

Recommendation

Approval of attached ordinance for filing with the Texas State Library and Archives Commission (TSLAC).

Discussion

The Texas Local Government Records Act of 1989 (Title 6, Subtitle C, Local Government Code) requires that each local government, including any special-purpose district or authority, designate a Records Management Officer and establish a records management program by ordinance, order, or resolution, as appropriate. The ordinance or order must provide methods and procedures to enable the governing body, custodians, and the records management officer to fulfill the duties and responsibilities set out in Sections 203.021, 203.022, and 203.023 concerning the management and preservation of records.

The following ordinance, is typical for local governments, and should be adopted to satisfy this requirement of the Act. It establishes the authority and assigns the responsibility for carrying out the records management program required by state law and creates the administrative framework through which the purposes of the program are to be achieved.

Approved By		
City Secretary	Nici Browe	Date: 06-20-2022
City Administrator		Date:

Montgomery City Council
AGENDA REPORT

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE RECORDS MANAGEMENT ORDINANCE FOR THE CITY OF MONTGOMERY, TEXAS; PROVIDING FOR A RECORDS MANAGEMENT POLICY FOR THE CITY OF MONTGOMERY, TEXAS; DESIGNATING THE CITY SECRETARY AS RECORDS MANAGEMENT OFFICER; ESTABLISHING A RECORDS RETENTION SCHEDULE AND PROVIDING FOR DESTRUCTION OF MUNICIPAL RECORDS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

WHEREAS, The Texas Local Government Records Act of 1989 (Title 6, Subtitle C, Local Government Code) requires that each local government, including a municipality, establish a records management program by ordinance, order, or resolution, as appropriate and designate a records management officer; and

WHEREAS, the City of Montgomery, Texas (the "City"), desires to provide methods and procedures to enable the City and the records management officer to fulfill the duties and responsibilities concerning the management and preservation of records; and

WHEREAS, the Texas State Library and Archives Commission ("TSLAC") has issued records retention schedules for each type of local government, including records common to all governments, records of justice and municipal courts, records of public safety agencies, and records of public works and services that state the retention period prescribed by federal or state law, rule of court, or regulation for a record for which a period is prescribed; and prescribe retention periods for all other records, which periods have the same effect as if prescribed by law after the records retention schedule is adopted; and

WHEREAS, the City approved Ordinance No. 1993-1 on October 5, 1993 establishing the "Records and Information Management Ordinance for the City of Montgomery, Texas" and desires to amend that Ordinance by updating its terms to provide for a records management program and records retention schedule for the maintenance, retention and destruction of City Records in accordance with TSLAC guidance; now, therefore,

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

Section 1. The facts and matters set forth in the preamble are hereby found to be true and correct.

Section 2. The City hereby amends its “Records Management Ordinance for the City of Montgomery, Texas” by adopting the Records Management Policy attached as Exhibit A, and incorporated herein.

Section 3. The City hereby adopts the Records Retention Schedules for records common to all governments, records of justice and municipal courts, records of public safety agencies, and records of public works and services attached as Exhibit B, incorporated herein and may be amended from time to time.

Section 4. The City hereby designates the City Secretary as the Records Management Officer, whose duties shall be governed by Texas Local Government Records Act of 1989 (Title 6, Subtitle C, Local Government Code), as amended.

Section 5. The Records Management Officer is hereby authorized to file the Records Management Policy, Designation of Records Management Officer, and any other required documents with TSLAC, as appropriate.

Section 6. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 7. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of this Ordinance to any person or circumstances shall be for any reason adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision of this Ordinance other than the part declared to be invalid or unconstitutional; and the City Council of the City of Montgomery, Texas, declares that it would have passed each and every part of the Ordinance notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

APPROVED

Byron Sanford, Mayor

ATTEST:

Nici Browe, City Secretary

CITY OF MONTGOMERY
RECORDS MANAGEMENT POLICY

The Texas Local Government Records Act (Title 6, Subtitle C, Local Government Code), provides that each local government must establish an active and continuing records management program; and the **CITY OF MONTGOMERY** desires to adopt a plan to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping; now therefore:

SECTION 1. DEFINITION OF RECORDS OF THE CITY OF MONTGOMERY. All documents, papers, letters, books, maps, photographs, sound or video recordings, electronic media, or other information-recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the **CITY OF MONTGOMERY** or any of its officers or employees pursuant to law or in the transaction of public business, are declared to be the records of the **CITY OF MONTGOMERY** and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or procedures authorized by it and in no other manner.

SECTION 2. RECORDS DECLARED PUBLIC PROPERTY. All records as defined in Sec. 1 of this plan are declared to be the property of the **CITY OF MONTGOMERY**. No official or employee of the **CITY OF MONTGOMERY** has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

SECTION 3. POLICY. It is declared to be the policy of the **CITY OF MONTGOMERY** to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all records of this office through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Local Government Records Act and accepted records management practice. This policy shall apply to all employees, agents, independent contractors, and volunteers of the **CITY OF MONTGOMERY**.

SECTION 4. RECORDS MANAGEMENT OFFICER. The CITY SECRETARY will serve as Records Management Officer for the **CITY OF MONTGOMERY** as provided by law and will develop policies and procedures to ensure that the maintenance, preservation, security, destruction, electronic storage, and other disposition of the records of this office are carried out in accordance with the requirements of the Local Government Records Act. All **CITY OF MONTGOMERY** department heads shall cooperate with the Records Management Officer to ensure the implementation of policies and procedures regarding the City of Montgomery records.

SECTION 5. RECORDS CONTROL SCHEDULES. Appropriate records control schedules issued by the Texas State Library and Archives Commission shall be adopted by the Records Management Officer for use in **CITY OF MONTGOMERY**, as provided by law. The Records Management Officer shall prepare amendments to the schedules as needed to reflect new records created or received by this office, or revisions to retention periods established in a records retention schedule issued by the Commission. Any destruction of records of the **CITY OF MONTGOMERY** will be in accordance with these schedules and the Local Government Records Act.

ORDINANCE

(Motion was made by DIANNE BUTLER, seconded by EDWARD ARNSWORTH that the following ordinance be passed.)

ORDINANCE NO. 1993 - 1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, PROVIDING FOR THE ESTABLISHMENT AND ADMINISTRATION OF A RECORDS MANAGEMENT PROGRAM FOR THE CITY; PROVIDING FOR PURPOSE OF RECORDS MANAGEMENT PROGRAM; AUTHORIZING THE CITY SECRETARY TO ESTABLISH AND ADMINISTER THE RECORDS MANAGEMENT OFFICE FOR THE CITY; PROVIDING DEFINITIONS FOR RECORDS MANAGEMENT PROGRAM; PROVIDING RECORDS MANAGEMENT DUTIES FOR THE CITY SECRETARY, CITY COUNCIL, AND MUNICIPAL RECORDS, AND THE RESPONSIBILITIES OF OFFICERS AND EMPLOYEES WITH RESPECT THERETO; PROVIDING FOR THE DESTRUCTION, OR OTHER DISPOSITION OF ORIGINAL MUNICIPAL PUBLIC RECORDS AND ALL OTHER MUNICIPAL RECORDS; PROVIDING A PENALTY CLAUSE; PROVIDING REPEALING AN SEVERABILITY CLAUSES; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FULL FORCE ON AND AFTER THE 1ST DAY OR NOVEMBER, 1991.

WHEREAS State law through the Texas Local Government Records Act, enacted by the State Legislature in 1989 under the Title H. B. 1285, as amended from time to time, hereafter referred to as the "Act," provides that each governing body in local government shall designate a Records Management Officer; and

WHEREAS the City of Montgomery in conformity with said Act desires to establish, promote and support an active and continuing program for the efficient and economical management of all City of Montgomery records and cause policies and procedures to be developed for the administration of the program under the direction of the Records Management Officer;

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

ARTICLE I

That the governing body of the City of Montgomery, does hereby establish and adopt a management program for the orderly and efficient retention, retrieval and destruction of the records of the City of Montgomery, as follows:

SECTION 1. DEFINITIONS:

Local Government Record. Any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the State, created or received by local City government offices or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business are hereby declared to be records of the City of Montgomery and shall be created, maintained, and disposed of in accordance with the provisions of this Ordinance and the provisions of the Act. The term does not include:

- A. Extra identical copies of documents created only for convenience of reference or research by officers or employees of the City of Montgomery.
- B. Notes, journals, diaries, and similar documents created by an officer or employee of Montgomery for the officer or employee's personal convenience.
- C. Blank forms;
- D. Stocks of publication;
- E. Library and museum materials acquired solely for the purposes of

reference or display; or

- F. Copies of documents in any media furnished to members of the public to which they are entitled under Article 6252-17a, Vernon's Texas Civil Statutes or other State law.

Commission. The Texas State Library and Archives Commission.

Custodian. The appointed or elected public officer who by the State Constitution, State law, ordinance, or administrative policy is in charge of an office that creates or receives local government records. For the purpose of this Ordinance, a custodian is a Department Head, under the administration of the City Council, who is responsible for all records in his/her department.

Director and Librarian. The executive and administrative officer of the Texas State Library and Archives Commission.

Essential Record. Any local government record necessary to the resumption or continuation of government operations in an emergency or disaster, to the re-creation of the legal and financial status of the City, or to the protection and fulfillment of obligations to the people of the State.

Governing Body. The City Council of the City of Montgomery.

Office. Any office, department, division, program, commission, bureau, board, committee, or similar entity of the City of Montgomery.

Permanent Record. A record of permanent value. Any local government record for which the retention period on a records retention schedule issued by the Commission is given as permanent.

Record. A record of the City of Montgomery.

Records Control Schedule. A document prepared by or under the authority of a Records Management Officer listing the records maintained by the City of Montgomery, their retention periods, and other records disposition information that the records management program in Montgomery or State law may require.

Records Management. The application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purposes of reducing the costs and improving the efficiency of record keeping. The term includes the development of records control schedules, the management of filing and information retrieval systems, the protection of essential and permanent records, the economical and space-effective storage of inactive records, control over the creation and distribution of forms, reports, and correspondence, and the management of micrographics and electronic and other records storage systems.

Records Retention Schedule. A document issued by the Commission establishing mandatory retention periods for local government records.

Retention Period. The minimum time that must pass after the creation, recording, or receipt of a record, or the fulfillment of certain actions associated with a record, before it is eligible for destruction.

SECTION 2. ESTABLISHMENT AND ADMINISTRATION OF RECORDS MANAGEMENT PROGRAM.

That the Office of City Secretary is authorized to establish and administer the Records Management Program for the City of Montgomery, pursuant to legal, fiscal, administrative, and archival requirements and the City Secretary or his/her designee is hereby named Records Management Officer. That to this end, the City Secretary will implement, but not be limited

to, a program to encompass such areas of records management as are required to preserve and keep in order all books, papers, documents, records and files of the City Council and of the executive departments to achieve the following goals:

1. Release space and reduce the need for filing equipment;
2. Establish an efficient retrieval operation for both active and inactive municipal records;
3. Provide for routine disposition of paperwork;
4. Maintain total security over municipal records;
5. Communicate the need of an effective Records Management Program; and,
6. Secure a central records storage facility which can be operated and maintained by records management staff.

SECTION 3. PURPOSE OF RECORDS MANAGEMENT PROGRAM

"That this Ordinance shall be known and may be cited as the "Records Management Program of the City of Montgomery," providing for the proper and efficient management of the municipal records of the City of Montgomery. Since the citizens of Montgomery, Texas have a right to expect efficient and cost-effective government and recognizing the importance of local government records in the lives of all citizens, the efficient management of City records is necessary to the effective and economic operation of the City, the preservation of records of permanent value is necessary to provide the people of the State with resources concerning their history and to document their rights of citizenship and property, and the establishment of uniform standards and procedures for the maintenance, preservation, microfilming, or other disposition of City records is necessary to fulfill the higher public purpose.

SECTION 4. CITY RECORDS DECLARED PUBLIC PROPERTY

All City records as defined in Sec. 1 herein are hereby declared to be property of the City of Montgomery. No City official or employee has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

SECTION 5. POLICY

It is hereby declared to be the policy of the City of Montgomery to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all City records through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition.

SECTION 6. DUTIES OF RECORDS MANAGEMENT OFFICER

The Records Management Officer shall have the following duties, and others as assigned by the City Council and as provided by State law:

1. Assist in establishing and developing policies and procedures for a Records Management Program for the City, which program shall include basic files management and records disposition policies, systems, standards and procedures;
2. Administer the Records Management Program and provide assistance to custodians for the purposes of reducing the costs and improving the efficiency of record keeping;
3. In cooperation with the custodians of the records:
 - (a) Prepare and file with the director and librarian before January 2, 1995,

- the records control schedules and the list of obsolete records, required by the Act;
- (b) Prepare and file with the director and librarian amended schedules as needed to reflect new records created or received by the City;
 - (c) Prepare or direct the preparation of requests for authorization to destroy records not on an approved control schedule as provided by the Act, of requests to destroy the originals of permanent records that have been microfilmed, and of electronic storage authorization requests;
4. In cooperation with custodians, identify and take adequate steps to preserve City records that are of permanent value;
 5. In cooperation with custodians, identify and take adequate steps to protect essential City records;
 6. In cooperation with custodians, ensure that the maintenance, preservation, microfilming, destruction of records is carried out in accordance with the policies and procedures of the City's Records Management Program and requirements of State law;
 7. Report annually to the City Council on program effectiveness;
 8. Provide records management advice and assistance to all City offices and departments, by preparation of manuals of procedure and policies and by on-site consultation;
 9. Carry out destruction and transfers that are required by records schedules, and carry out microphotography tasks when staff and central facility becomes available;

10. Design and manage the operations of a Records Center for the low cost storage of inactive records and as a future site for a centralized micrographics program;
11. Develop a City wide forms design and control system;
12. Establish in cooperation with other responsible City officials a disaster plan for each City office and department to insure maximum availability of records for re-establishing operations quickly and with minimum disruption and expense;
13. Bring to the attention of the City Council any office not in compliance with laws or ordinances regarding public access to information or protection of privacy;
14. Disseminate to the City Council and custodians information concerning State laws, administrative rules, and the policies of the City relating to local government records through a records manual which may be amended from time to time and other means of communication; and,
15. In cooperation with custodians, establish procedures to ensure that the handling of records in any context of the Records Management Program by the Records Management Officer or those under the Officer's authority is carried out with due regard for the duties and responsibilities of custodians that may be imposed by law and the confidentiality of information in records to which access is restricted by law.

SECTION 7. DUTIES AND RESPONSIBILITIES OF THE CITY COUNCIL

The City Council shall:

1. Establish, promote, and support an active and continuing program for the efficient and economical management of all City of Montgomery records;

2. Cause policies and procedures to be developed for the administration of the program under the direction of the Records Management Officer;
3. Facilitate the creation and maintenance of City records containing adequate and proper documentation of the organization, functions, policies, decisions, procedures, and essential transactions of the City and designed to furnish the information necessary to protect the legal and financial rights of the City, the State, and persons affected by the activities of the City government;
4. Facilitate the identification and preservation of City records that are of permanent value;
5. Facilitate the identification and protection of essential City records;
6. Cooperate with the Commission in its conduct of Statewide records management surveys; and,
7. Review of a records control schedule or amended schedule by the officers of the City as it considers necessary.

SECTION 8. DUTIES AND RESPONSIBILITIES OF CUSTODIANS

- A. Custodians of records in the City shall:
 1. Cooperate with the Records Management Officer in carrying out the policies and procedures established by the local government for the efficient and economical management of records and in carrying out requirements under the Act;
 2. Adequately document the transaction of City business and the services, programs, and duties for which the custodian and the custodian's staff are responsible;

3. Maintain the records in the custodian's care and carry out their preservation, microfilming, destruction, or other disposition only in accordance with the policies and procedures of the City's Record Management program and the requirements of the Act and rules adopted thereunder; and
4. Designate records officers within their offices and provide the Records Management Officer the names of the designees and all persons working under their supervision, such records officers to report directly to the custodian in their department on matters relating to the Records Management Program and have full access to all files in their respective departments.

B. State law relating to the duties, other responsibilities, or record keeping requirements of a custodian of local government records does not exempt the custodian or the records in the custodian's care from the application of this Ordinance and rules adopted by the State under the Local Government Records Act of 1989 and may not be used by the custodian as a basis for refusal to participate in the City of Montgomery Records Management Program, the establishment of which is required by State Law.

SECTION 9. MICROFILMING OF RECORDS

For the benefit of this section, "microfilm" means roll microfilm, microfiche, and all other formats produced by any method of microphotography or other means of miniaturization on film.

For the benefit of this section, "microfilming" means the methods, procedures, and processes used to produce roll microfilm, microfiche, or other microphotographic formats.

All microfilming activities by custodians must be carried out on or after April 1, 1990, under rules established by the Commission which rules will establish standards and procedures for the microfilming of City records under Chapter 204 of the Act. All microfilm produced before June 1, 1990, under law prior to the Act is validated to the extent the microfilm was produced in the manner and according to the standards prescribed by prior law.

All City of Montgomery procedures and materials used for microfilm and microfilming City records shall be done and acquired under the aegis of State law, and the City will be subject to all the law, rules, standards and procedures as outlined in the Act.

SECTION 10. ELECTRONIC STORAGE OF RECORDS

For the purpose of this section, "electronic storage" means the maintenance of local government record data in the form of digital electronic signals on a computer hard disk, magnetic tape, optical disk, or similar machine-readable medium.

For the purpose of this section, "source document" means the local government record from which local government record data is obtained for electronic storage. The term does not include backup copies of the data in any media generated from electronic storage.

Any City record data may be stored electronically in addition to or instead of source documents in paper or other media, subject to the requirements of the Act and rules adopted under it.

The City will be subject to rules established by the Commission for standards and procedures for electronic storage and will be subject to the provisions of Chapter 205 of the Act".

ARTICLE II

Upon the adoption of this Ordinance, the City Secretary is directed to file with the

director and librarian within thirty (30) days the name and office of the Records Management Officer of the City and a copy of this Ordinance which establishes the Records Management Program of the City of Montgomery.

ARTICLE III

Any individual, association or corporation violating any portion or provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction therefor, shall be punished by the assessment of a fine not exceeding \$500.00, and a separate offense shall be deemed committed upon each day during on or which a violation occurs or continues.

ARTICLE IV

All ordinances or parts of ordinances in direct conflict herewith are repealed to the extent of conflict only.

ARTICLE V

Should any section, subsection, sentence, provision, clause or phrase hereof be held to be invalid, void or unconstitutional, for any reason, such holding shall not render invalid, void, or unconstitutional any other sections, subsection, sentence, provision, clause or phrase of this ordinance, and the same are deemed severable for this purpose.

ARTICLE VI

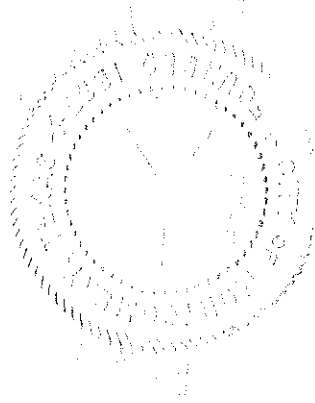
This Ordinance shall take effect and be in full force on and after the 5th day of October, 1993, AND IT IS SO ORDAINED.



Mayor

ATTEST:

Carol S. Langley
City Secretary



APPROVED AS TO FORM;

[Signature]
City Attorney

Montgomery City Council
AGENDA REPORT

Meeting Date: 06-28-2022	Budgeted Amount:
Department: City Secretary	Prepared By: Nici Browe

Subject

AN ORDINANCE OF THE CITY OF MONTGOMERY TEXAS, CREATING REGULATIONS RELATING TO RECORDS MANAGEMENT, INCLUDING THE DISASTER PREVENTION AND RECOVERY PLAN FOR CITY RECORDS, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Recommendation

Approval of Ordinance.

Discussion

Disasters happen, both natural and manmade. The City Secretary is the designated custodian of all City Records, and should be proactive in the approach to protect all essential records of the City.

This policy once adopted by Council, enables the City to follow an appropriate process for proactive prevention and if the worst were to happen a means to initiate a recovery action plan.

This is not a replacement for the City’s Emergency Management Plan, this is a supplement that pertains to City Records only.

Approved By

City Secretary	Nici Browe	Date: 06-21-2022
City Administrator		Date:

CITY OF MONTGOMERY, TEXAS

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF MONTGOMERY TEXAS, CREATING REGULATIONS RELATING TO RECORDS MANAGEMENT, INCLUDING THE DISASTER PREVENTION AND RECOVERY PLAN FOR CITY RECORDS, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Title 6, subtitle C, Texas Local Government Code (Local Government Records Act) provides that a municipal government must establish by Ordinance an active and continuing Records Management Program (RMP) to be administered by a Records Management Officer (RMO), and as described in Exhibit A; and

WHEREAS, the RMO shall establish a Disaster Prevention and Recovery Plan (DPRP) for City Records to preserve and protect essential and permanent records, which includes establishing records handling procedures in the event of a disaster, and as described in Exhibit A.

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

SECTION 1

DISASTER PREVENTION AND RECOVERY PLAN (DPRP)

- a. The RMO shall develop a DPRP for City records for submission to the City Council. The program must contain policies and procedures designed to protect the essential records of the City.
- b. Once approved by the City Council, the DPRP shall be binding on all offices, departments, divisions, programs, commissions, bureaus, boards, committees, or similar entities of the City.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS.

TEXAS, ON THIS THE ____ DAY OF June, 2022.

Byron Sanford, Mayor

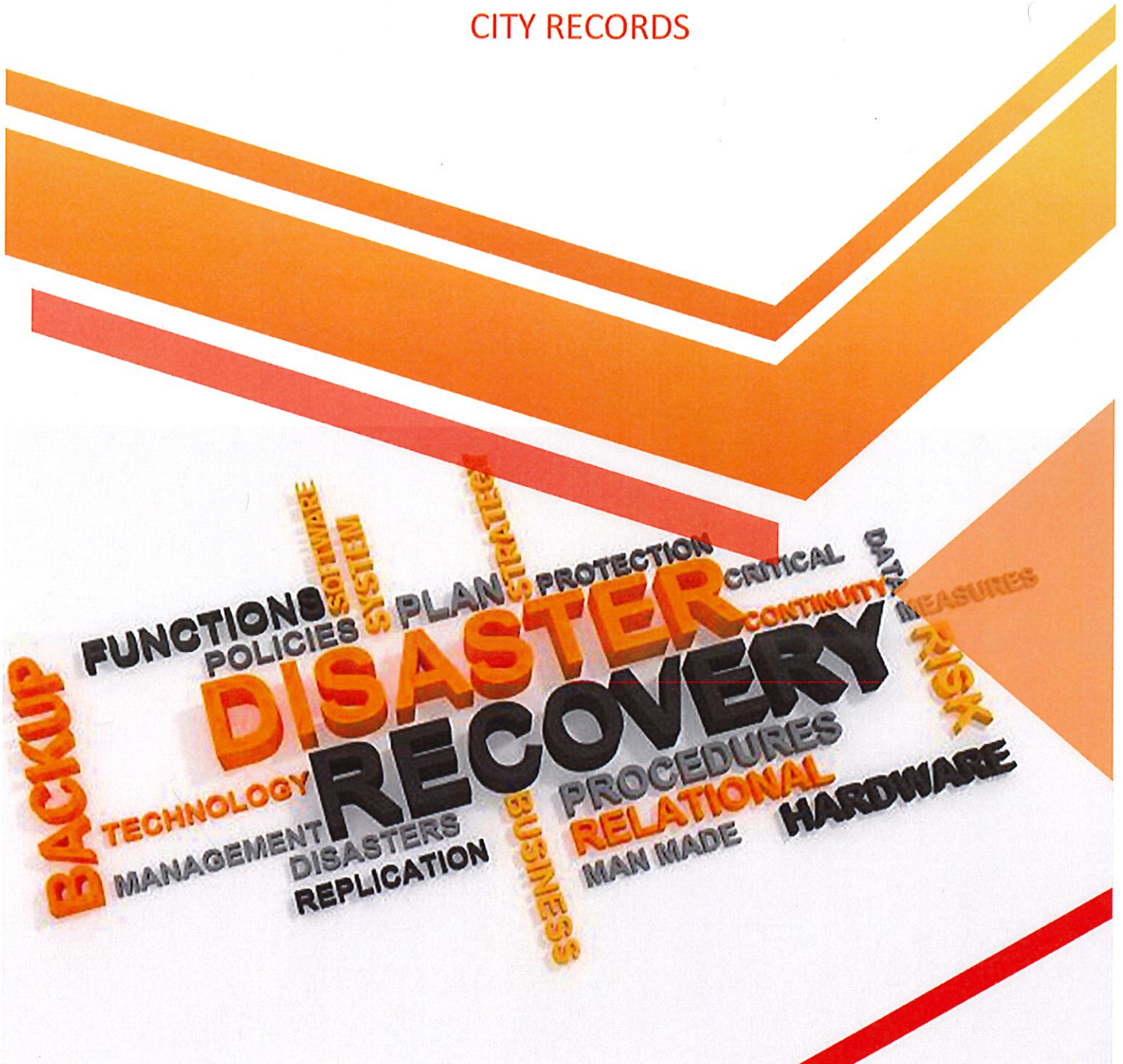
ATTEST:

Nici Browe, City Secretary.

EXHIBIT A.



**DISASTER PREVENTION & RECOVERY
PLAN
CITY RECORDS**



Disaster Prevention & Recovery Plan for City Records

It is the intent of the City of Montgomery to preserve and protect essential and permanent records, which includes establishing preventative measures and records handling procedures in the event of a disaster.

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1.0 PURPOSE

This administrative regulation outlines policies and procedures for safeguarding and preserving City records in the event of a disaster.

2.0 DEPARTMENTS AFFECTED

All Departments and Divisions.

3.0 DISTRIBUTION

All staff with assigned or potential responsibility in the handling and recovery of records in the event of a disaster.

4.0 POLICY

In disasters involving extensive damage to facilities and equipment and presenting risks to personnel, the City gives priority to the safety and security of personnel and facilities. Once safe, the Records Disaster Recovery Team will begin the recovery and reconstruction process by first recovering those City records identified as essential to the city operations and obligations and will protect them through duplication and storage in off-site locations. Records Identified as Important due to their informational content, uniqueness, historical value, and the perishability of the medium they were created on will then be protected. All other records remaining will be prioritized accordingly.

5.0 GENERAL

This Disaster Prevention and Recovery Plan (DPRP) provides the necessary steps and procedures to mitigate and repair the effects from major natural disasters, including tornado, fire, flood, or damage from other causes, such as chemical contamination, or insect, rodent, or fungal infestation, for the recovery of essential and Important City records.

The processes outlined focus mainly on the recovery of water-damaged records because 95% of all disasters result in water damage, and mold causes additional damage, so swift action is necessary.

Records considered essential to the City operations, along with those of Important informational content, historical value, or uniqueness, are the focus of the recovery efforts outlined in this DPRP. The method for determining this is through the record's appraisal process, which includes a review of the City's official retention schedule. All Department Heads or Records Liaisons are required to submit to the RMO an itemized list of essential records in their departments.

6.0 DEFINITIONS

	Term	Definition (means)
1.	Custodian of Records	City Secretary or Employee.
2.	Department	A City Department, or the functional equivalent that provides specific responsibilities for City's operations.
3.	Department Head	The officer or employee who is in charge of a City Department.
4.	Disaster Prevention & Recovery Plan (DPRP)	Document that will be used to dictate proper handling of City's records and appropriate action to be taken in the event of a disaster.
5.	Disaster Recovery Team (DRT)	Employees or volunteers that will be utilized in the event of a disaster and as further defined in Section 9.
6.	Disaster Team Leader (DTL)	City Secretary.
7.	Disaster	A sudden event, such as an accident or a natural catastrophe, that causes great damage, loss, or destruction.
8.	Division	A subsection of a City Department.
9.	Electronic Record	Any information that is recorded in a form for computer processing.
10.	Electronic Storage	The maintenance of records in the form of digital electronic signals on a computer hard disk, magnetic tape, optical disk, or similar machine-readable medium.
11.	Employee	A person employed by the City (full or part time).
12.	Essential Record	Any City record necessary to the resumption or continuation of City operations in an emergency or disaster, to the re-creation of the legal and financial status of the City, or to the protection and fulfillment of obligations to the City.
13.	Information Technology (IT)	OCS Contracted company that provides computing resources and network access to employees.
14.	Permanent Record	A City record for which the retention period on a records control schedule is given as permanent.
15.	Professional Consultant	A company that has been pre-determined to meet the qualifications necessary for the proper handling of records.

16	Record	All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information-recording media, regardless of physical form or characteristic, created or received by any of its officers or employees in the transaction of public business.
17	Records Control Schedule	A document prepared by or under the authority of the RMO listing the records maintained by the City, their retention periods, and other records disposition information.
18	Record Copy	A duplicate of the original signed document or a digital scan of the original.
19	Records Management Officer (RMO)	The City Secretary under Local Government Code, 203.025.
20	Redundant Backup Server	Electronic storage equipment located away from the main server for retrieval in the event of a catastrophe to allow City operations to resume.
21	Alternate Records Management Coordinator	Deputy City Secretary.
22	City	City of Montgomery, Texas.

7.0 DISASTER PREVENTION

Protective measures are to be followed and evaluated regularly to ensure appropriate levels of protection are in place for City records.

8.0 PREVENTATIVE MEASURES

- 8.1 City employees shall handle permanent and essential records that they prepare in the following manner:
 - a. Store in compliance with Texas Administrative Code Title 13, Section 7.164 (required minimal storage conditions).
 - b. Follow approved retention periods to ensure the timely destruction/deletion of obsolete records.
- 8.2 The Department Head is responsible for emphasizing the Importance of locking windows and doors where records are maintained.
- 8.3 The Department Head will maintain strict control of all building keys, codes, and electronic key cards. If a key or keycard is lost or stolen, they will request that the keycard is disabled, or the locks changed.
- 8.4 Staff shall maintain strict supervision of non-staff who enter the building, including cleaners and maintenance workers.

Specific Media Formats

Electronic format

Data must be backed up on a regular schedule throughout the day and replicated to an off-site redundant backup server located a safe distance from City Hall. This server is recommended to be in a location equipped to withstand catastrophic events, allowing for the rapid recover of records and software applications in the case of widespread devastation.

All electronic systems are to be stored off the floor to avoid damage in the case of a flood.

Computer passwords should not be shared with any other employee or non-employee.

Records with a retention period of at least ten years must be saved on the City's server (e.g., shared drive, designated server, etc.), within a program that has backup storage capabilities, or other method as approved by the IT Department.

All employees and elected officials will complete state mandated annual cybersecurity training.

Paper

8.10 Do not use water-soluble marking pens for the creation of records. Handwritten entries in logbooks or other records that have long-term or historical value should be made in permanent ink to prevent loss of information through damage or fading.

8.11 Store shelving units or filing cabinets off the floor to avoid damage in case of a flood.

8.12 Keep paper records in file cabinets or drawers when not in use.

8.13 Create a unique way to identify filing cabinets that hold essential records.

Photographs and negatives (including aerial photos)

8.14 Store negatives and photographs separately.

8.15 Do not expose photographs or negatives to direct sunlight.

8.16 Use lint-free cotton gloves when handling original photos and negatives.

8.17 Store photographs and negatives individually in a paper or plastic enclosure (polyester, polyethylene, or polypropylene). Keep in cool dry place away from overhead steam or water pipes, washrooms, or other sources of water.

8.18 Do not use manila envelopes, glassine envelopes, polyvinylchloride, rubber bands, paper clips, bulldog clips, ACCO fasteners, etc.

8.19 Never write on the back of a photograph with anything but a pencil.

Maps (including architectural drawings)

8.20 Avoid storing maps and drawings in areas exposed to heat or moisture.

9.0 RESPONSIBILITY/AUTHORITY

The DRT has the primary responsibility for the recovery of records in a disaster. The DRT consists of the Records Management Officer (Team Leader), Records Management Coordinator (Alternate Team Leader), and personnel from IT, Fire, Facility Services, and Finance, from any City department whose records have been damaged in a disaster. Volunteers may also be utilized depending on the nature of the disaster.

The Team Leader activates this DPRP when a preliminary assessment of conditions indicates its necessity. Once notified of the activation, all members of the DRT immediately assemble at the crisis site or an alternative location, as directed.

Records Liaisons are responsible for maintaining a list of essential records within their department or Division.

Any employee that observes or suspects actual or potential damage to City records has the responsibility to notify the RMO immediately.

Listed below are specific responsibilities of DRT members, including both general and post-disaster responsibilities.

9.1 Records Management Officer (Team Leader)

General Responsibilities

- 9.1.1 Refer to the DPRP before, during, and after a disaster and revise, as necessary.
- 9.1.2 Make the DPRP available for all employees and provide training as

Post-Disaster Responsibilities

- 9.1.3 Perform a preliminary assessment of the extent and types of damage to records as soon as possible.
- 9.1.4 Notify the DRT based on the severity of the damage and activate the DPRP as warranted.
- 9.1.5 Coordinate entire recovery effort.
- 9.1.6 Alert arriving personnel to potential hazards and work with Fire, Environmental and Facilities Services as needed to stabilize the environment and establish safe work areas for recovery operations.
- 9.1.7 Establish priorities for reconstructing and salvaging records.
- 9.1.8 Assemble and brief reconstruction and salvage teams, assigning specific tasks.
- 9.1.9 Supervise staff and administer exceptions to the DPRP.
- 9.1.10 Document the nature and extent of loss through written and photographic evidence regardless of the size or extent of damage.
- 9.1.11 Document the recovery process and keep a record of decisions made during the recovery process. This documentation will help later to reevaluate the DPRP or to verify which records were beyond recovery and were immediately destroyed.
- 9.1.12 Contact outside consultants and professional agencies as needed.
- 9.1.13 Keep management informed of the progress of recovery operation.
- 9.1.14 Be available to the DRT and to the overall recovery operation to answer questions, to initiate subsequent phases of the recovery operations, to acquire additional tools and supplies, and to determine other remedial steps.

9.2 Records Management Coordinator (Alternate Team Leader)

General Responsibilities

- 9.2.1 Assist Team Leader in primary duties, and responsible for delivering the disaster recovery supply kit(s) and securing additional recovery supplies during the recovery process and have ready a list of contact persons should consultation be needed for recovery of records (Appendix D).

9.2.2 Assume responsibility of Team Leader in his/her absence.

9.3 Fire Inspection/Emergency Management

Post-Disaster Responsibilities

9.3.1 Identify the dangers associated with disaster recovery, including the following:

- a) electrical shock hazards
- b) the handling of file cabinets that have been damaged by fire and that have retained heat
- c) delayed ignition
- d) submerged objects
- e) strong fumigants used to kill mold and fungus
- f) other hazards detrimental to the safety of employees

9.4 Facilities Services- Public Works

General Responsibilities

9.4.1 Ensure Facilities personnel are always on-call after normal business hours in the event services are needed in response to a disaster.

Post-Disaster Responsibilities

9.4.2 Establish an environment in which the DRT can begin recovery procedures.

9.4.3 Use pumps, Portable generators, fans, dehumidifiers and other available equipment to remove standing water, circulate air, expel humidity and otherwise prevent the occurrence of further record damage.

9.4.4 Work toward attaining the ideal condition of 65 degrees and 40-50% relative humidity to prevent the growth of mold.

9.4.5 Monitor and restrict access to record areas to authorized personnel to ensure salvage operations are not compromised.

9.4.6 In the event of theft, change locks, combinations, or disable electronic key cards to protect Important or confidential records.

9.5 Police Department

General Responsibilities

9.5.1 In the event of an emergency, prevent staff and volunteers from entering the building until City officials, or a building inspector determines the building is safe to enter.

9.6 Finance/Purchasing Department

General Responsibilities

9.6.1 Assist in the risk assessment and procurement of supplies in accordance with financial policies and procedures.

9.7 Environmental Services – Public Works

General Responsibilities

9.7.1 Assist in the identification of any biohazards (e.g., sewer damage).

9.8 Information Technology - Contractor

General Responsibilities

9.8.1 Electronic records (data) and software applications recovery.

9.8.2 In the event of theft, change computer passwords as necessary to protect Important and confidential records.

9.9 Employees

General Responsibilities

9.9.1 Create and ensure back-up copies are in place for all essential records.

9.9.2 The Records Manager must be contacted immediately by any employee or the Records Liaison in the event any City record(s) have been identified as damaged.

10.0 DISASTER RECOVERY

Despite all reasonable efforts, disasters with unanticipated consequences sometimes occur. Employees must act promptly and decisively to mitigate damage to records in the event of a disaster and to protect the interests of the City and its residents, employees, and clients.

The objectives of document recovery following a disaster are:

1. Stabilize the environment to prevent further damage to City records.
2. Prioritize recovery of the most essential of the damaged records.
3. Recover as many records as possible in the most cost-effective manner possible.

10.1 Taking Action

Coordination of the recovery effort is done both before and after the disaster.

Before:

- Each department will determine which records in their area contain information essential for continued operations should a disaster occur, and the method used to protect them.
- Establish an emergency contact list.
- Map the location of essential records.
- Identify appropriate supplies and vendors for use in the recovery effort as warranted.
- Purchase supplies which are practical to have on hand.

After:

- Recovery is to begin within 24 hours of the disaster unless there exist such conditions to prohibit immediate action and to be completed within 72 hours where possible. Should conditions exist which prohibit such recovery being completed within the time prescribed, the Team Leader shall make provisions for the freezing or retention under proper conditions of unrecovered records.
- No Team member is to enter any disaster area until directed to do so by the Team Leader or Alternate Team Leader.
- Records which are by law not public, are required to be kept under secure conditions, shall be separated from other damaged records, and secured as soon as possible.

- Conduct a damage assessment.
- Prioritize records for recovery.
- Get approval for the purchase of supplies or use of vendors.
- Contact vendors and gather supplies.
- Mobilize a recovery team.
- Remove damaged records from the contaminated area.

Once access to the building is allowed, the recovery process must begin immediately for the best chance of retrieval.

Once completed, the Team shall meet to review and critique the salvage effort by asking the following questions:

- What went wrong?
- What went right?
- Were supply and facility sources adequate?
- Was the DPRP adequate? If not, should it be revised?
- Is more staff training needed?
- What other records need to be listed as essential or permanent?

10.2 Safety and Security Precautions

Entry into the disaster area is permitted once determined safe and contains no hidden hazards such as submerged objects and severed or loose electrical wires.

Use caution in these areas; make sure all electrical equipment is grounded. Standing water, wet carpeting, and wet records make the use of electrical equipment potentially hazardous.

The restoration of confidential records will need to take place under proper secure conditions. While being moved, a staff member needs to accompany them. Staff shall maintain the same level of security as normal operations throughout the process.

Specialized clothing or equipment may be necessary to work in the damage area.

Water Damage:

Water makes records heavier and could cause them to expand, making cabinets and shelves collapse or deform and recovery more difficult. Staff or volunteers must use caution when lifting.

Fire Damage:

Fire damage may leave cabinets hot and delayed ignition may occur. The Recovery Team shall not open any cabinet, safe, or other storage areas unless it is cool to the touch, and caution used in opening drawers. A fire extinguisher and firefighter shall always be available during the recovery of fire-damaged records.

10.2.1 Paper Records

When removing paper records from damaged areas, keep a complete inventory. Include the type of record, normal location within the filing system, and recovery location. Remove all records from the damaged area even if they are not wet. Even if the paper records are

not wet, they have been in an area that once was. Exposure to a high humidity environment can promote mold growth.

Tips for removing records from heavily damaged areas:

- Keep records in the exact order as found.
- Do not remove records from file folders while packing.
- If possible, remove file drawers from cabinets or transport the entire cabinet intact. Use extreme caution - the weight will be an issue.
- Use dollies or human chains to remove records. Elevator service is unlikely following an emergency.
- Separate the records by type (e.g., paper from film, photos from magnetic tape). Each type of media has unique drying methods.

Recovery of paper records:

- The first goal of recovery is to bring down temperature and humidity in the contaminated area.
- Keep rooms containing water-damaged materials well vented to inhibit mold growth. Do not use fans as they can cause mold to transfer to more records.
- Keep the temperature as cold as possible in rooms containing water-damaged materials to inhibit mold growth.
- Sewer damage is considered hazardous waste. Before you can start recovery, biohazard experts must clean the material. Contact Environmental Health Services immediately.

Vacuum drying:

- Very expensive.
- Requires special equipment.
- Always performed by a vendor.
- A special chamber is used to remove oxygen and moisture.
- Best used for small volume of only the most essential records.
- Contact Records Management Coordinator for help finding a vendor.

Freeze drying:

- Most common way to recover essential records.
- Inexpensive.
- Records are loosely packed and transferred to a freezer facility.
- Over the course of three months, the moisture turns into a vapor and records dry.
- Best used for large volumes of records.
- Contact the Records Management Coordinator for help finding a freezer facility.

10.2.2 Computers/Electronics

Coordinate with IT for recovery of electronic records.

Electronic devices that have experienced damage should be placed in airtight bags and immediately transferred to the IT contractor for proper handling. Although it seems counterintuitive, hard drives should remain moist until an IT specialist can look at them.

11.0 PROCEDURES

- 11.1 Recovering records by their media type is always a secondary process within the recovery priorities process. First, to be recovered are essential records, then records with a permanent value as identified in Appendix B.
- 11.2 Essential and Important information should be backed up and always stored away from original records. If back-up records are available, no further recovery efforts should be taken with the damaged materials. Further recovery efforts should be confined to original records having intrinsic value. New back-up copies should be made as quickly as possible to ensure back-up protection.
- 11.3 Any decision to discard records should be documented for future records management purposes for legal and financial reasons.
- 11.4 For emergency purchases of supplies and services that require deviation from established procurement policies and procedures, follow Purchasing regulations.
- 11.5 Most records are generated and stored electronically and backed up on the City's off-site server; however, they remain at risk depending on the nature of the disaster.

12.0 STABILIZATION, RESTORATION, RECOVERY BY MEDIUM

The following table defines the record medium and the associated action based on the type of damage. The Records Manager and Records Liaison are responsible for carrying out the associated action. A professional consultant may be utilized for cleaning and restoring records as needed.

The first step after a disaster, regardless of the medium, is to immediately assess whether the information is essential or Important, and if a back-up exists. That determination will dictate next steps and essential records take priority.

The following action list is based on the non-existence of a backup and outlines steps to be taken for both stabilization and restoration of various record mediums.

Table 1.

Record Medium	Action (Water Damage)	Action (Fire Damage)
1. Magnetic Media- tapes, floppy diskettes, audio and video cassettes, compact	<ul style="list-style-type: none"> a) Take action immediately. b) If water continues to leak onto records at the disaster site, attempt to cover records, not in active retrieval, with plastic sheeting to reduce further damage. Remove plastic once the area is controlled and to reduce humidity. c) Freeze or vacuum dry if professional help must be delayed.. 	<ul style="list-style-type: none"> i) If retrieval of data on magnetic media is necessary, contact IT. j) High temperatures of 125 degrees and above destroy magnetic tapes, discs and diskettes.

Record Medium	Action (Water Damage)	Action (Fire Damage)
discs, flash drives, etc.	<ul style="list-style-type: none"> d) To avoid further damage, do not use damaged magnetic media until they are cleaned and dried and their protective coverings or containers are replaced. e) Contact IT or professional consultants about cleaning techniques for the retrieval of data. f) Drain if stored in water and blot dry with a soft, lint-free cloth. g) Rinse diskette with distilled water and place in a tray of water. Wipe submerged diskette with a soft cloth. Rinse, drain, and place flat on a clean, lint-free bed sheet. Let air dry for eight hours. h) Copy the data to a new medium. 	<p>Store back-ups of Important or essential information off-site.</p> <ul style="list-style-type: none"> k) If restoration possible - duplicate immediately and destroy original, damaged media.
2. Photographic materials- color film or photographs	<ul style="list-style-type: none"> a) Take action immediately. b) Keep wet to avoid further image loss. c) Freeze if professional help must be delayed longer than 48 hours. d) Obtain professional assistance as warranted. e) Air dry (if there are not too many and if there is time) either flat or on lines. f) If too many to air dry, store in cold water (65 degrees or below) for up to three days. Add Formaldehyde to water at a ratio of 15 ml. to one liter. g) Transport to or have picked up by a professional photography laboratory within 24 hours. h) If time does not permit air drying or transporting to a professional laboratory, freeze quickly. i) See 1b. 	<ul style="list-style-type: none"> j) Obtain assistance of a professional restorer.
3. Maps, blueprints, or other drawings	<ul style="list-style-type: none"> a) Wettest records must be removed first. b) Air dry in a cool, dry environment if only a small volume is involved or if water damage to individual records is not extensive. Enhance air circulation by reducing volume in full cabinets, opening drawers, or spreading records out on a flat surface, or rust-proof screening. Fan the pages of bound volumes. Be careful to label any materials removed from the original location or container. Interleave records with clean, absorbent paper. c) If mold erupts, contact a professional consultant regarding treatment with fungicide. 	<ul style="list-style-type: none"> i) Obtain assistance of a professional restorer.

Record Medium	Action (Water Damage)	Action (Fire Damage)
	<ul style="list-style-type: none"> d) Restore frozen materials worth restoring by vacuum freeze drying or air drying. e) Allow vacuum freeze-dried materials to acclimate afterwards for at least one month. f) Perform air drying only in an environment with a temperature of 50-60 degrees and 25-35% relative humidity. g) Do not stack wet records. h) See 1b. 	
<p>4. Paper records</p>	<ul style="list-style-type: none"> a) Take action within 48 hours to prevent the development of mold and mildew. b) See 3e. c) Otherwise, prepare records for removal to a freezing facility. Loosely wrap units of two hundred sheets in freezer paper. Pack tightly in plastic crates or cubic food records storage boxes. d) See 3f. e) Handle wet paper carefully and as little as possible - it is fragile. f) See 1b. g) Remove metal clips and staples from paper to avoid rust. h) Records which are not essential or permanent may be placed in a microwave oven if there is only a small amount of damaged papers (remove staples and metal fasteners first). 	<ul style="list-style-type: none"> i) If records are not fragile, trim the charred edges and clean the surface with a soft bristle brush, or rub gently with an art gum eraser, or mildly abrasive drawing paper, or wallpaper cleaner. Typed material should first be tested to determine if correctable ribbon was used; if so, do not use paper cleaner. j) If records are too fragile, enclose them in Mylar folder and copy them on to paper or microfilm. Discard the original and keep a record of such action. Consult a restoration specialist.

All other types of damage will be assessed on a case-by-case basis, and action will be taken as warranted.

APPENDIX A

ESSENTIAL RECORDS

- 1) Accounts Payable
- 2) Appointment books
- 3) Bank records

- 4) Code Books
- 5) Contracts
- 6) Court Cases (active)
- 7) Court Judicial Orders
- 8) Criminal Case Files
- 9) Emergency Management Plan, National Incident Management System (NIMS)
- 10) Emergency contact information (How do you contact various staff members via phone or email; or foot, if lines of communication are down)
- 11) Grant Records
- 12) Maps and building plans (where are the computer server room located in relation to the area of the facility that's flooded, for example)
- 13) Licenses (professional)
- 14) Court Master Docket
- 15) Minutes
- 16) Ordinances
- 17) Organization Chart
- 18) Payroll records
- 19) Personnel Records (proof of benefit coverage, retirement records)
- 20) Prison, jail records
- 21) Security Codes
- 22) Tax Records
- 23) Warrants

This is not an all-inclusive list, and employees are advised to consult with the RMO to determine if a document record carries a classification of being essential record.

Source: Records Liaisons, TSLAC, National Archives and Records Administration

APPENDIX B

PERMANENT RECORDS

1.0 Administrative/Legal

- 1) Affidavits of Publication (Municipal Ordinance Only)
- 2) Annexation, Disannexation, Abolition, and Other Jurisdictional Records
- 3) Annual and Special Reports
- 4) Dedications
- 5) Deed Files
- 6) Easement and Right-of-Way Files
- 7) Fidelity and Performance Bonds (Elected and Appointed officials)
- 8) Legal Opinions
- 9) Maps (in department of origin)
- 10) Minutes
- 11) Orders
- 12) Ordinances
- 13) Publications (employee - 1 copy)
- 14) Publications (public - 1 copy)
- 15) Records Destruction Authorizations
- 16) Records Disposition Schedules
- 17) Resolutions

2.0 Development Services

Building and Inspection

- 1) Annual Reports of Building Permits Issued
- 2) Certificates of Occupancy
- 3) Permits
- 4) Street Name and House Number Files

Planning

- 1) Zoning Maps and Plats
- 2) Zoning Permit Records
- 3) Planning Studies and Reports

3.0 Environmental Services (Public Works)

- 1) Environmental Protection and Natural Resources Management Plans
- 2) Environmental Quality Review Records

4.0 Financial

- 1) Annual Budgets
- 2) Annual Financial Reports
- 3) Audit Reports
- 4)** Bond Administrative Files
- 5) Bond Registers
- 6) Capital Improvement Reports
- 7) Individual Employee Pension Records
- 8) Payroll year-to-date registers
- 9) Pension Deduction Registers
- 10) State Property Tax Board Annual Reports
- 11) Marshal's Procedure Manual

5.0 Personnel

- 1) Individual Employee Pension and Retirement Records
- 2) Texas Municipal Retirement System Reports

6.0 Police

- 1) Arrest/Criminal History Files (Adult)
- 2) Booking Records (Adult)
- 3) Evidence Files
- 4)** General and Operational Orders and related documentation
- 5) Incident Reports
- 6) Inquest Case Files
- 7) Internal Affairs/Investigation Records
- 8) Jail Records
- 9) Narcotics Evidence Files
- 10) Officer Call Activity Reports
- 11) Training Records (Class)

7.0 Public Works

Engineering - WGA

- 1) Capital Construction Project Files
- 2) Land Survey Records
- 3) Private Utility Plans and Maps

Traffic Engineering

- 1) Annual Operations Reports
- 2) Traffic Signs and Signals Inventory Records (excludes junked signs and signals)

Water and Wastewater

- 1) Annual Water Operations and Monitoring Reports
- 2) Maps and Plats
- 3) Tap and Hook-up Logs
- 4) Water and Wastewater Planning Studies and Reports
- 5) Annual and Biennial Reports to Regulatory Authorities
- 6) Water and Wastewater Permit Files

This is not an all-inclusive list, and employees are advised to refer to the City's records retention schedule to determine if a document record carries a classification of permanent.

APPENDIX C

DISASTER RECOVERY SUPPLIES

These materials will be the initial supplies used at a disaster recovery site. It is the responsibility of the Alternate Team Leader to purchase and maintain these supplies and make them available upon notification that a disaster has occurred.

1. Create a document with the names and mobile numbers of individuals serving in the positions identified in Appendix D. Update as needed.
2. A copy of this DPRP - (updated as necessary).
3. A copy of the City's Emergency Operations Plan, National Incident Management System (NIMS) Implementation Plan, and Debris Management Plan.
4. Interleaving supplies (a minimum of five rolls of paper towels) wrapped in plastic.
5. One 20-foot roll of plastic sheeting (clear or black)
6. Two boxes of manila file folders.
7. Five waterproof marking pens.
8. Ten (10) records storage boxes or plastic storage containers.
9. Two utility knives with retractable blades.
10. Two multicell flashlights with extra batteries (batteries must be replaced annually).
11. Four pairs of latex (surgical) gloves (replace bi-annually).
12. Two hundred feet clothesline.
13. Four pairs of cotton (photographer's) gloves.
14. Ten cotton terrycloth towels or cotton rags.
15. Two pairs of quality scissors.
16. Box of 30-gallon plastic heavy duty garbage bags - 20 count minimum (used to store other items when no disaster recovery is occurring).
17. Other supplies based on recovery needs.

APPENDIX D

DISASTER RECOVERY TEAM (DRT) PROFESSIONAL CONSULTANTS

City Staff

Department	Job Title	Team Member Title	Office#
Legislative Services	City Secretary	Disaster Team Manager	936-597-3288
Legislative Services	Deputy City Secretary	Alternate Disaster Team Manager	936-597-3211
All Services	City Administrator	Alternative Disaster Team Manager	936-597-3235
PUBLIC WORKS Environmental Services	Director of Public Works	DRT Member	936-597-6757 936-597-5314
PUBLIC WORKS Facilities	Director of Public Works	DRT Member	936-597-6757 936-597-5314
Finance/Purchasing	Senior Account Clerk	DRT Member	936-597-4491
Information Technology Division	OCS	DRT Member	281-364-0539
Police Dept.	Police Chief	DRT Member	936-597-4490

Mobile phone numbers for the City staff serving in the above referenced positions are retained separately from this document.

Professional Consultant(s)

The City has a standing Restoration Services Agreement with the following company that may be executed at the time of a disaster:

SERVPRO of lake Conroe, Magnolia &
Cleveland, 2436 Peyton Road
281-356-9991

<https://www.servprolakeconroemagnoliacleveland.com/magnolia>

Montgomery City Council
AGENDA REPORT

Meeting Date: June 28, 2022	Budgeted Amount:
Department: Police Department	Prepared By: Anthony Solomon

Subject

Consideration and possible action authorizing the Police Department to sell unused generator to Panorama Village for \$1,500.00.

Recommendation

Authorize the Police Department to sell unused generator to Panorama Village for \$1,500.00.

Discussion

The Police Department received a generator through the 1033 program, which allows agencies to bid on used military hardware. The equipment itself is available at no cost to the receiving agency, but they are responsible for shipping charges. Our agency has been unable to use the generator due to high conversion costs. Panorama Village has use for this generator, and they have requested to purchase it for \$1,500.00, which will cover the costs of shipping that we paid when we received this 2 years ago. We believe the best decision is to sell this generator to another city.

Approved By

Chief of Police		Date:
City Administrator		Date:

Montgomery City Council
AGENDA REPORT

Meeting Date: June 28, 2022	Budgeted Amount:
Department: Police Department	Prepared By: Anthony Solomon

Subject

Consideration and possible action authorizing the Police Department to sell unused equipment to Tioga PD for \$1.00.

Recommendation

Authorize the Police Department to sell unused equipment to Tioga PD for \$1.00.

Discussion

The Police Department currently has several in car and portable radios that our officers are no longer able to use because they're not compatible with the County's new system. Tioga Police Department currently has a need and use for these radios and due to budgetary issues, they cannot purchase brand new ones. Tioga PD reached out to our Department and asked if they could purchase them for \$1.00. Rather than have working radios be unused, we feel the best course of action would be to sell the radios to an agency that needs them.

Approved By		
Chief of Police		Date:
City Administrator		Date:

Montgomery City Council
AGENDA REPORT

Meeting Date: June 28, 2022	Budgeted Amount: \$12,000
Department: Court	Prepared By: Dave McCorquodale

Subject

Consideration and possible action to appoint a Municipal Court Judge.

Recommendation

Appoint Chad Peace as Montgomery Municipal Court Judge.

Discussion

The term of the Municipal Judge runs concurrent with the mayor’s term of office and requires appointment (or reappointment) every two years. Judge Rosenquist has served as the municipal judge for a number of years and is not seeking reappointment.

Chad Peace is a licensed attorney currently serving as Director of Court Administration for Montgomery County and was mentioned as a potential candidate for replacement by Judge Rosenquist. The Court administrator has met with Mr. Peace and believes him to be a good fit for the needs of the municipal court.

Approved By		
Court Administrator	Kimberly Duckett	Date: 06/22/2022
Interim City Administrator	Dave McCorquodale	Date: 06/22/2022

**Montgomery City Council
AGENDA REPORT**

Meeting Date: June 28, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on the following:

- a. Receive the Recommendation and Report from the Planning & Zoning Commission on a rezoning request for 504 Caroline Street, Montgomery Texas from R1-Single Family Residential to B-Commercial.
- b. Convene into a Public Hearing to hear public comments on the request.
- c. AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE ZONING CLASSIFICATIONS AS DEFINED IN THE CITY CODE OF ORDINANCES CHAPTER 98, "ZONING," FOR A 0.5-ACRE TRACT SITUATED IN THE JOHN CORNER SURVEY, ABSTRACT NUMBER 8, MONTGOMERY COUNTY, TEXAS, COMMONLY REFERRED TO AS 504 CAROLINE STREET, MONTGOMERY, TEXAS FROM "R-1" SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT, AS FOUND ON THE CITY'S OFFICIAL ZONING MAP TO "B" COMMERCIAL ZONING DISTRICT CLASSIFICATION; AND TO AMEND THE OFFICIAL ZONING MAP; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE AND PUBLICATION.

Recommendation

Taking each item individually:

- Receive the P&Z Report as submitted
- Hold the Public Hearing
- Consider the rezoning request and act on the ordinance

Discussion

The owners of the property have requested to rezone the property from residential to commercial. As you will recall, the prospective owners received permission from P&Z and City Council in recent weeks to demolish a portion of the historic structure on the property.

The P&Z recommends approval of the rezoning request.

Approved By

		Date:
Interim City Administrator	Dave McCorquodale	Date: 06/22/2022

PLANNING & ZONING COMMISSION RECOMMENDATION AND REPORT

TO: MONTGOMERY MAYOR AND CITY COUNCIL

FROM: PLANNING & ZONING COMMISSION

CC: DAVE MCCORQUODALE, INTERIM CITY ADMINISTRATOR
NICI BROWE, CITY SECRETARY

SUBJECT: REPORT CONCERNING A PROPOSED RECLASSIFICATION OF A 0.5-ACRE TRACT SITUATED IN THE JOHN CORNER SURVEY, ABSTRACT NUMBER 8, IN MONTGOMERY COUNTY, TEXAS COMMONLY KNOWN AS 504 CAROLINE STREET, MONTGOMERY, TEXAS 77356 FROM R1-SINGLE FAMILY RESIDENTIAL TO B-COMMERCIAL.

Mayor and Members of City Council,

Pursuant to Sections 98-30 and 98-53 of the City of Montgomery Code of Ordinances (“the Code”), the Montgomery Planning and Zoning Commission met on May 17, 2022 to consider a request from Damon and Cindy Haynes to reclassify the property as B-Commercial. A map of the property with the current zoning overlay is attached as Exhibit “A.”

After duly noticed public hearings with an opportunity for public comments concerning the requested rezoning classification, the Commission found:

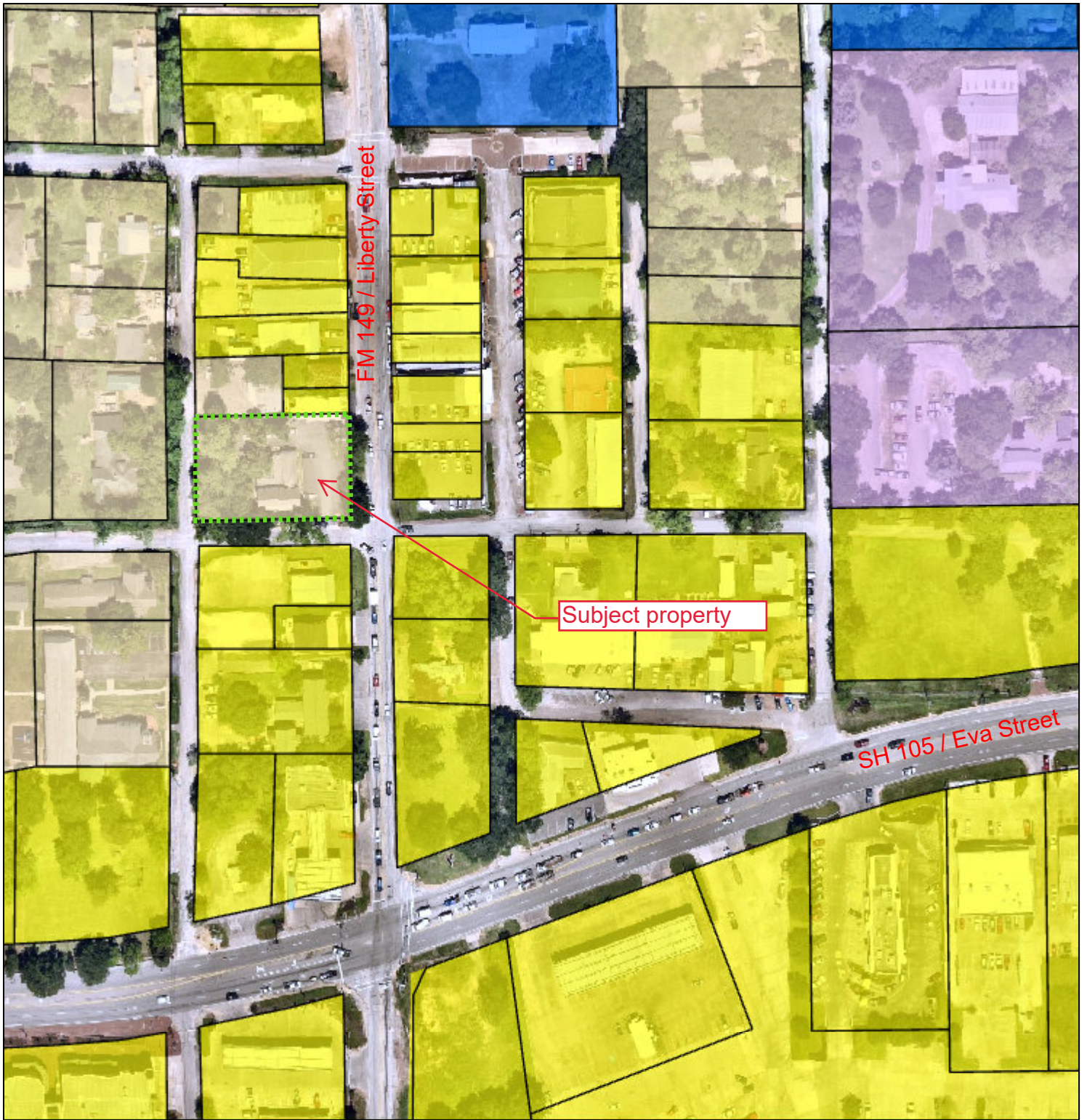
- The property is currently zoned R1-Single-Family Residential, is located in the Historic Preservation District, and has an historic home on the property. Maintenance and preservation of the structure were lacking for several decades, causing significant damage to portions of the structure. Efforts in recent years have halted further deterioration and led to the continued rehabilitation of the property.
- The rezoning request for the parcel to be B-Commercial is consistent with the proposed use and with other properties with Liberty Street frontage. R-1 single-family residential lies to the west, with another large historic home across Pond Street from the property.

- If approved, this rezoning action will leave one single-family residential property (where Petz is located on Pond Street) surrounded by commercial zoning.
- The Commission found the request to be consistent with the Comprehensive Plan and not contrary to the interest of the community. The Planning & Zoning Commission recommends approval of the rezoning request to reclassify the land use zoning designation of said tract to B-Commercial.
- By a unanimous (5-0) vote the Planning and Zoning Commission hereby presents this Recommendation and Report pursuant to Section 98-30 of the City Code, recommending to **approve** reclassification of the land use zoning designation of said property on the Official Zoning Map of Montgomery Texas to B-Commercial, thereby subject to all the requirements of Chapter 98 of the City of Montgomery Code of Ordinances for that designation.

I, Jeffrey Waddell, Chairman of the Montgomery Planning and Zoning Commission, certify this Report to be true and correct to the best of my knowledge.





Signed: 
Jeffrey Waddell, Chairman

Attest: 
Nici Browe, City Secretary



1 inch equals 188 feet

Zoning Legend

-  Commercial (B)
-  Single-Family Residential (R-1)
-  Institutional (I)
-  Planned Development (PD)



Date: June 3, 2022

ORDINANCE NO. 2022-_____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS AMENDING THE ZONING CLASSIFICATIONS AS DEFINED IN THE CITY CODE OF ORDINANCES CHAPTER 98, "ZONING," FOR A 0.5-ACRE TRACT SITUATED IN THE JOHN CORNER SURVEY, ABSTRACT NUMBER 8, MONTGOMERY COUNTY, TEXAS COMMONLY REFERRED TO AS 504 CAROLINE STREET, MONTGOMERY COUNTY, TEXAS FROM "R-1" SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT, AS FOUND ON THE CITY'S OFFICIAL ZONING MAP TO "B" COMMERCIAL ZONING DISTRICT CLASSIFICATION; AND TO AMEND THE OFFICIAL ZONING MAP; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE AND PUBLICATION.

WHEREAS, the City Council has passed the City of Montgomery Zoning Ordinance providing certain rules and regulations concerning zoning within the City of Montgomery, as found in the Code of Ordinances ("CODE") at Chapter 98; and

WHEREAS, the Property described in attached Exhibit "A," (the "Property") is currently zoned "R-1" (Single-Family Residential) on the City's Official Zoning Map; and

WHEREAS, the Owner, Racehorse Investments LLC – 504 Caroline Street Series, have requested that the City Council rezone the Property as "B" Commercial as authorized by Section 98-30 of the CODE; and

WHEREAS, the Planning and Zoning Commission conducted two public hearings on the proposed zoning reclassification of the Property on June 7, 2022; and

WHEREAS, pursuant to Section 98-30(c) of the CODE, the City Planning and Zoning Commission has submitted a Final Report to the City Council in which it has voted to approve and recommend that the Property be reclassified as "B" Commercial consistent with its proposed use; and

WHEREAS, a public hearing was also conducted on June 28, 2022 before the City Council, as authorized by Section 98-30(d) of the CODE, in order to consider the Final Report and the proposed amendment of the zoning classification of the Property to; and

WHEREAS, the City Council finds that all notifications and other procedures required by Section 98-30 of the CODE have been followed; and

WHEREAS, the City Council has determined that it is not contrary to the interests of the citizens of the City that the Property should be reclassified as "B" Commercial Zoning.

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

Section 1. Adoption of Recitals. The recitals in the preamble to this Ordinance are hereby adopted as the findings and conclusions of the City Council.

Section 2. Amendment to the City Zoning Map. Pursuant to Section 98-30 of the Code of Ordinances, City of Montgomery, Texas, the Official Zoning Map of the City of Montgomery is hereby amended so that the zoning classification of the Property as described in the attached Exhibit “A”, is reclassified as B-Commercial.

Section 3. Codification of this Ordinance. Wherever any provision of this Ordinance provides for the amendment of the Code of Ordinances, City of Montgomery, Texas, such provision shall be liberally construed to provide for the codification of the specified provision and for such other provisions of the Ordinance that the codifier in its discretion deems appropriate to codify. The codifier may change the designation or numbering of chapters, articles, divisions or sections as herein specified in order to provide for logical ordering of similar or related topics and to avoid the duplicative use of chapter, article or section numbers. Neither the codification nor any application of the codified Ordinance shall be deemed invalid on the basis of a variance in the number or section of this Ordinance and its codified provisions. The failure to codify the specified provisions of this Ordinance shall not affect their validity or enforcement.

Section 4. Repeals all Ordinance in Conflict with this Ordinance.

Any and all provisions of ordinances in conflict with this Ordinance are hereby expressly repealed.

Section 5. 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 6. Effective Date.

The effective date of this Ordinance shall be upon its passage and publication.

PASSED AND APPROVED this ____ day of _____, 2022

Byron Sanford, Mayor

ATTEST:

Nicola Browe, City Secretary

APPROVED AS TO FORM:

Alan P. Petrov, City Attorney

**Montgomery City Council
AGENDA REPORT**

Meeting Date: June 28, 2022	Budgeted Amount: \$220,000
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on ending the one-year warranty period and releasing the maintenance bond for the public infrastructure in Hills of Town Creek Section Four.

Recommendation

Approve ending the one-year period and releasing the maintenance bond for public infrastructure in Hills of Town Creek Section Four.

Discussion

The engineer’s memo is attached for review. Staff agrees with the engineer’s recommendation.

Approved By		
		Date:
Interim City Administrator	Dave McCorquodale	Date: 06/24/2022



June 24, 2022

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

Re: One-Year Warranty Inspection
Construction of Hills of Town Creek Section 4 (Dev. No. 2004)
City of Montgomery

Dear Mayor and Council:

A one-year warranty inspection was held on Wednesday, March 22, 2022, at 10:00 AM for the Construction of Hills of Town Creek Section 4.

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

Jonathan White - L Squared Engineering
Sean Donahue – Ward, Getz & Associates, PLLC
Austin Gee - Ward, Getz & Associates, PLLC
Eric Standifer - City of Montgomery
Pancho Salas - City of Montgomery
Beau Roan - Randy Roan Construction

Based on the completion of all checklist items identified at the one-year warranty inspection, we recommend the City officially end the warranty for the project.

Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Chris Roznovsky, PE
Engineer for the City

CVR/jf

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\MEMO to Council RE Hills of Town creek Sec 4 Warranty Release.docx

Enclosures: Final Punchlist & Exhibits

cc (via email): Mr. Dave McCorquodale – City of Montgomery, Interim City Administrator and Director of Planning & Development
Ms. Nicola Browe – City of Montgomery, City Secretary
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Jonathan White – L Squared Engineering

1 YEAR WARRANTY INSPECTION		
Project: Construction of Hills of Town Creek Section 4 Engineer: Ward, Getz & Associates, PLLC obo City of Montgomery Contractor: Randy Roan Construction Inc. Details: Inspection Date & Time: March 22, 2022, 10:00AM		
Streets and Paving		Completed
1	All expansion joints need rip-strips removed and joints to be sealed (typ.).	✓
2	Address spalling at expansion joint near lot 31.	✓
3	Replace FH button at lot 5.	✓
4	Concrete washout to be removed from roadway/curb.	✓
5	Follow-up to check status of possible bird baths (entrance & lots 7 & 9).	✓
Sanitary Sewer		Completed
1	Re-seal inside sanitary MH #3.	✓
Water		Completed
1	Lower water meter boxes to match NG (lots 26-28).	✓
2	Blowoff @ lot 9 is inaccessible. Currently encased in sidewalk concrete.	✓
Storm		Completed
1	Remove SWPPP material from inside inlet (lots 20/21).	✓
2	Backfill hole in drainage easement to prevent erosion.	✓
3	Re-grade between sidewalk and curb to allow for drainage between lots 3 & 4. Currently, water is ponding on the sidewalk during a rain event. Sidewalk is .29' higher than the TOC. Sod needs to be lowered to allow for proper drainage.	✓
General		Completed
1	Backfill, grade, and establish vegetation within ROW throughout section. Water is ponding behind back of curb as well as starting to undermine sidewalk.	✓

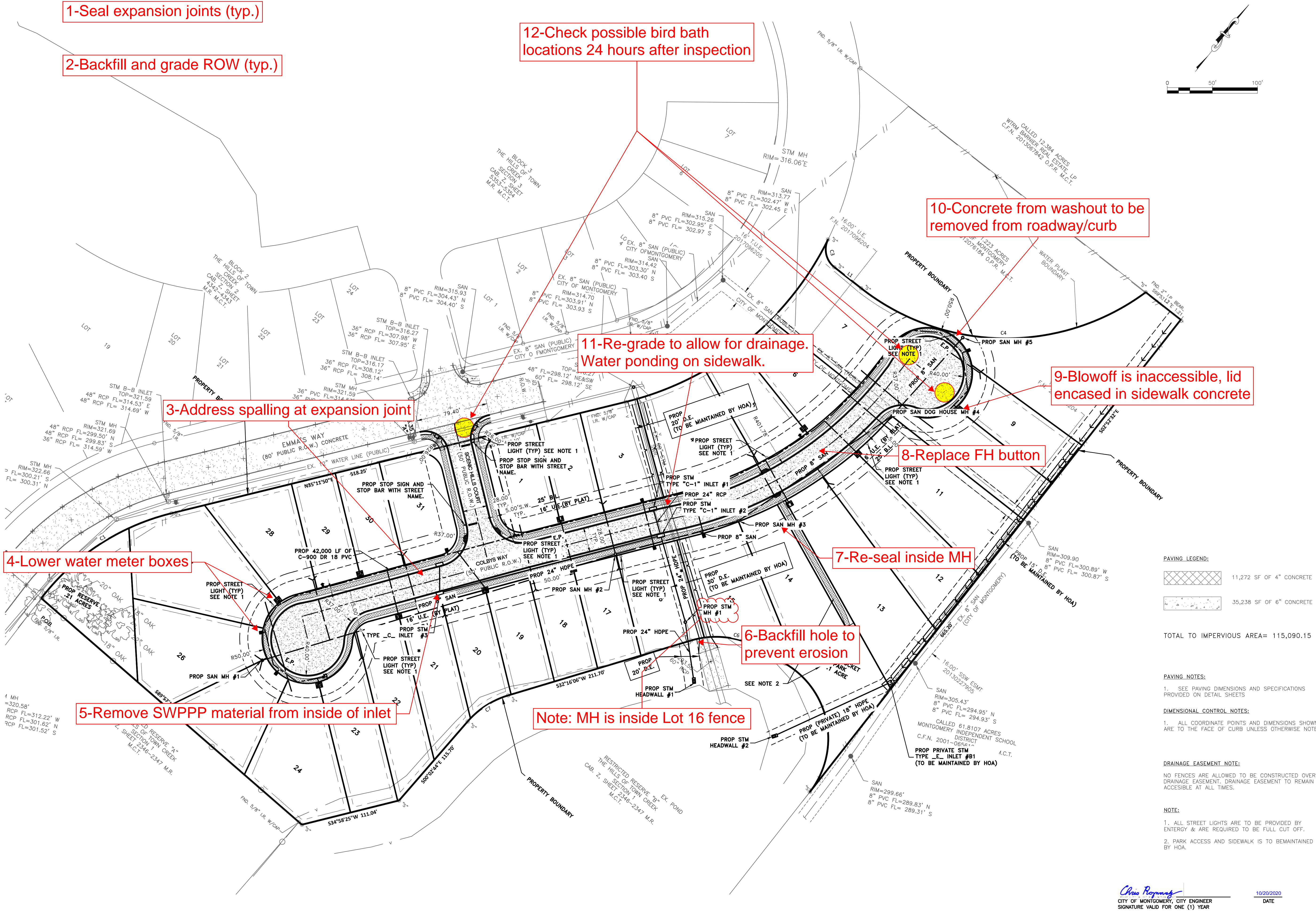
Z:_WGA Woodlands\Construction Admin\JMR - Bid & Contract Templates\5. Construction Admin & Inspections\B. Inspections\Final Punch List - Template.xlsx

All punchlist items have been completed and verified.

06/20/2022

Sean Donahue, PE
Construction Manager

S:\ENGINEERING PROJECTS\10600 - HILLS OF TOWN CREEK SECTION 4\03 CAD\DESIGN SET\04 OVERALL SITE PLAN\DWG Sep. 15, 2020-3:59 PM



L SQUARED ENGINEERING
MUNICIPAL COMMERCIAL RESIDENTIAL
WWW.L2ENGINEERING.COM
21123 EVA STREET #200
MONTGOMERY, TEXAS 77156
OFFICE: 936-647-0420

CLIENT INFORMATION
CHEATHAM MANAGEMENT, LLC
CHIRS CHEATHAM
PO BOX 234
MONTGOMERY, TX 77356

PROJECT ADDRESS
EMMA'S WAY
MONTGOMERY TEXAS

HILLS OF TOWN CREEK SECTION 4 OVERALL SITE PLAN AND PAVING PLAN

PAVING LEGEND:
 11,272 SF OF 4" CONCRETE
 35,238 SF OF 6" CONCRETE

TOTAL TO IMPERVIOUS AREA= 115,090.15

PAVING NOTES:
 1. SEE PAVING DIMENSIONS AND SPECIFICATIONS PROVIDED ON DETAIL SHEETS.

DIMENSIONAL CONTROL NOTES:
 1. ALL COORDINATE POINTS AND DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.

DRAINAGE EASEMENT NOTE:
 NO FENCES ARE ALLOWED TO BE CONSTRUCTED OVER DRAINAGE EASEMENT. DRAINAGE EASEMENT TO REMAIN ACCESSIBLE AT ALL TIMES.

NOTE:
 1. ALL STREET LIGHTS ARE TO BE PROVIDED BY ENTERGY & ARE REQUIRED TO BE FULL CUT OFF.
 2. PARK ACCESS AND SIDEWALK IS TO BE MAINTAINED BY HOA.

DRAWING ISSUE			
#	DATE	BY	* COMMENT
1	09/15/20	JTW	FOR PERMIT

DRAWING INFORMATION			
PROJECT	10600	TDLR	**
DRAWN	MCV	CHECKED	JTW
SCALE	1" = 50' (24x36)	SHEET	4
	1" = 100' (11x17)		

10/20/2020
DATE

09/15/2020

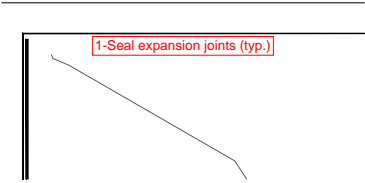
Chris Reynolds
CITY OF MONTGOMERY, CITY ENGINEER
SIGNATURE VALID FOR ONE (1) YEAR

*PLANS NOT RELEASED FOR CONSTRUCTION UNLESS INDICATED ABOVE

1 Year Warranty Punch List - Hills of TC Sec 4.pdf Markup Summary

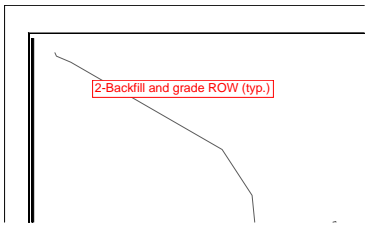
1-Seal expansion joints (typ.) (1)

1-Seal expansion joints (typ.)



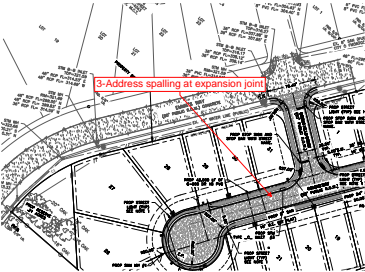
2-Backfill and grade ROW (typ.) (1)

2-Backfill and grade ROW (typ.)



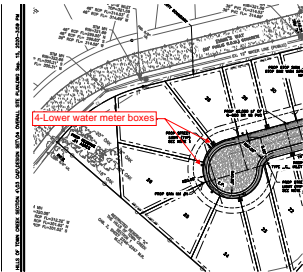
3-Address spalling at expansion joint (1)

3-Address spalling at expansion joint

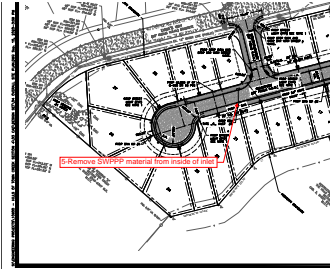


4-Lower water meter boxes (1)

4-Lower water meter boxes



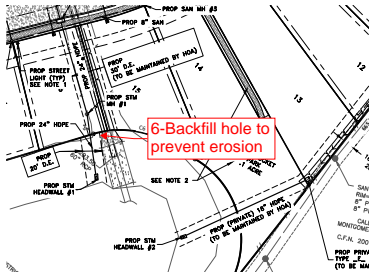
5-Remove SWPPP material from inside of inlet (1)



5-Remove SWPPP material from inside of inlet



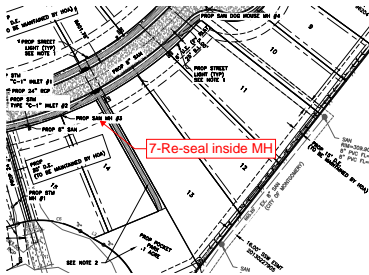
6-Backfill hole to prevent erosion (1)



6-Backfill hole to prevent erosion



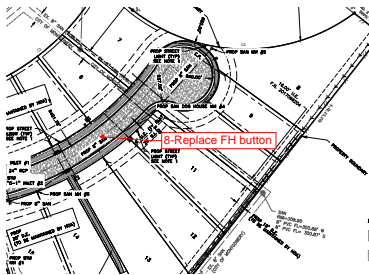
7-Re-seal inside MH (1)



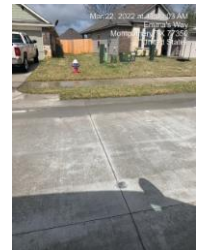
7-Re-seal inside MH



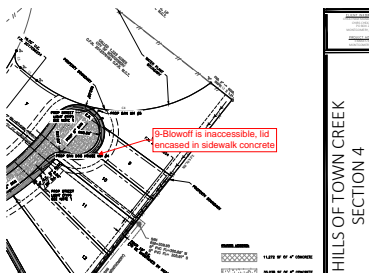
8-Replace FH button (1)



8-Replace FH button



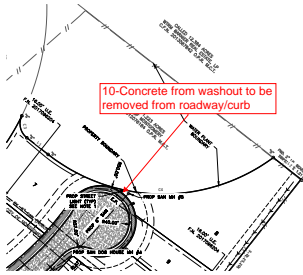
9-Blowoff is inaccessible, lid encased in sidewalk concrete (1)



9-Blowoff is inaccessible, lid encased in sidewalk concrete



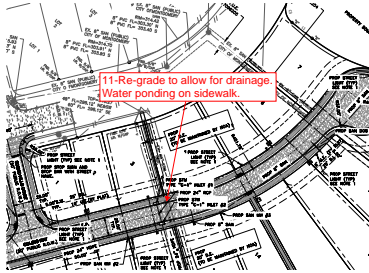
10-Concrete from washout to be removed from roadway/curb (1)



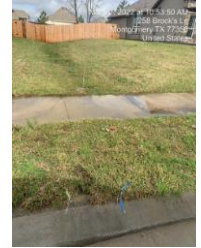
10-Concrete from washout to be removed from roadway/curb



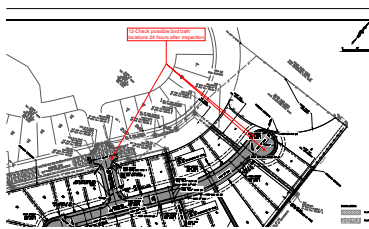
11-Re-grade to allow for drainage. Water ponding on sidewalk. (1)



11-Re-grade to allow for drainage. Water ponding on sidewalk.



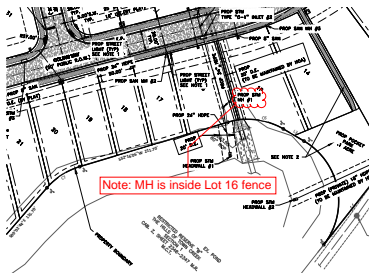
12-Check possible bird bath locations 24 hours after inspection (1)



12-Check possible bird bath locations 24 hours after inspection



Note: MH is inside Lot 16 fence (1)



Note: MH is inside Lot 16 fence

Montgomery City Council
AGENDA REPORT

Meeting Date: June 28, 2022	Budgeted Amount: \$220,000
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on awarding a construction bid for the Clepper Street sidewalk project.

Recommendation

Award the Clepper Sidewalk construction project to Environmental Allies, Inc. for \$231,279.20.

Discussion

The Clepper Street sidewalk project will connect the historic downtown to Fernland Historical Park and the surrounding civic uses (city-owned property at 777 Clepper St, Memory Park, Charles B. Stewart Public Library). A project location map is attached for reference. While the City included the construction cost in this year’s budget, the MEDC has approved spending \$200,000 on the project, lowering the City contribution to roughly \$31,000.

The new 6-foot-wide sidewalk will run along the south side of Clepper Street. The design separates the sidewalk from the edge of the street—this improves safety for pedestrians and gives the City flexibility on future road work on Clepper Street. Both the Montgomery Historical Society and MISD are working with the City on sidewalk easements where needed.

Approved By		
		Date:
Interim City Administrator	Dave McCorquodale	Date: 06/24/2022



June 17, 2022

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

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

Dear Mayor and Council,

We received bids for the referenced project at City of Montgomery City Hall on June 14, 2022, at 10:00 am. Bids were publicly opened and read at that time. Five (5) bid proposals were received. For your convenience, a summary of the bid tabulation is enclosed. Environmental Allies, Inc. submitted the lowest base bid proposal in the amount of \$231,279.20.

We have worked with Environmental Allies, Inc. and find them to be an acceptable contractor. We recommend the referenced project be awarded to Environmental Allies, Inc. based on their base bid amount of \$231,279.20.

Upon your approval, we will prepare the appropriate contract documents for execution. Should you have any questions or require any additional information, please call me at 713-789-1900.

Sincerely,

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

Chris Roznovsky, PE
 Engineer for the City

CVR/jmr

Z:\00574 (City of Montgomery)\003 Clepper Sidewalks\Docs\CA\3. Contracts\ROA - City of Montgomery.docx

Enclosure: Bid Tabulation Summary

cc (via email): Mr. Dave McCorquodale – City of Montgomery, Interim City Administrator
 Ms. Nici Browe – City of Montgomery, City Secretary
 Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
 Environmental Allies, Inc., Contractor



Bid Opener Name: Jonatan D. Haro

Signature: _____

BID SUMMARY

**CLEPPER SIDEWALKS FROM PRAIRIE STREET TO FERNLAND HISTORICAL PARK
CITY OF MONTGOMERY IN MONTGOMERY COUNTY
PROJECT NO.: 00574-003-00
DATE: 06/14/2022 @ 10:00 AM**




	Bidder	Total Base Bid	Bid Form Signature Page	Bid Security	1295 Form	Addendum No. 1
1	Environmental Allies, Inc.	\$231,279.20	Yes	Yes	Yes	Yes
2	Elite Construction and Engineering Services, LLC	\$234,108.50	Yes	Yes	Yes	Yes
3	On Par Civil Services, LLC	\$253,869.62	Yes	Yes	No	Yes
4	Coast to Coast Construction Inc.	\$363,729.00	Yes	No	No	Yes
5	Precise Services, Inc.	\$398,428.90	Yes	Yes	No	Yes
6						
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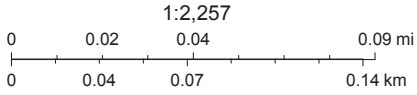
Denotes mathematical error/discrepancy in calculation and/or missing requirement.

Clepper Sidewalk April 5 2022



4/5/2022, 10:41:28 AM

-  Abstracts
-  Parcels
-  Lot Lines



© OpenStreetMap (and) contributors, CC-BY-SA

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

Montgomery City Council
AGENDA REPORT

Meeting Date: June 28, 2022	Budgeted Amount: \$0
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding a proposal for a Downtown District Master Drainage Plan study from WGA Consulting Engineers.

Recommendation

Staff recommends approval of the proposal. WGA is capable of doing the work and have a comprehensive understanding of the project location and the City’s needs.

Discussion

As many of you are aware, the redevelopment of public spaces in the historic downtown has been one of the MEDC’s priorities over the last year that builds on the ideas and goals set out in the City’s 2020 Comprehensive Plan update. Last year, the MEDC funded a project that created the design framework and vision for the entire downtown area that included streetscape and sidewalks, the Community Building grounds, as well as City-leased open space and parking lots. Currently the MEDC is about to begin a design project for the McCown Street streetscape between Caroline and College Streets in the heart of downtown.

The City has been analyzing infrastructure needs in the downtown area for the past several years based on the age of various parts of the City’s infrastructure. A new 12” waterline was recently installed along Eva and Pond Streets. A needed replacement and upsizing of the 4” McCown Street waterline is on the horizon as part of the ongoing capital project efforts. The City also recently televised the sanitary sewer collection system in the downtown area as part of a larger preventative maintenance project and is currently reviewing data to determine priorities and planning steps.

There are some existing storm sewer inlets and pipes in the downtown area with no record of size or design analysis. As the City and MEDC look to improve downtown it is prudent to complete a drainage study and master plan to ensure drainage is planned out appropriately to prevent issues and rework. This study from WGA was provided at the request of staff after several discussions on downtown drainage and looks to provide an overall view of the drainage needs in the downtown area and ensure the City is planning for the future. The timing of this project is being considered in the context of future downtown design efforts being able to use this data and providing a comprehensive framework that accounts for the entire drainage area.

The \$65,000 cost of the drainage master plan can be paid for from funds budgeted for the Clepper Street sidewalk project that the MEDC is now funding.

Approved By

		Date:
Interim City Administrator	Dave McCorquodale	Date: 06/23/2022

Montgomery City Council
AGENDA REPORT



May 3, 2022

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

RE: Proposal for Civil Engineering Services
 City of Montgomery Downtown District Master Drainage Plan
 Project type: Hydrology & Hydraulics
 WGA Project No. 00574-004-00

Dear Mayor and Council:

Ward, Getz & Associates, PLLC (Consultant) is pleased to submit this proposal to the City of Montgomery (Client) to provide Civil Engineering Design Services for the above referenced project. We understand the Client wishes to have a drainage study prepared of the downtown district to identify a master drainage plan to serve future improvement projects in the area. The analysis will follow the criteria as referenced in the Montgomery County Drainage Criteria Manual.

Our project understanding, scope of services and fee are below.

Project Understanding

Based on the information from the Client on the subject site, we assume the following to be true:

Assumptions and Exclusions

1. This proposal does not include municipal agency review fees or impact fees.
2. According to the Federal Emergency Management Agency (FEMA) FIRM panel 48339C0200G effective date August 18, 2014, the study area is in Unshaded Zone X.
3. The study area is generally bound by Clepper Drive to the north, Liberty Street to the west, Eva Street to the south and Prairie Street to the east.
4. The existing drainage infrastructure consists of roadside ditch, storm sewer, and driveway culverts which drain south, where flows are picked up in a storm sewer trunkline that runs under Eva Street.
5. There are planned street improvements in the downtown district.
6. The city intends to make infrastructure improvements to the study area including roadway improvement and upgrades to the existing drainage infrastructure.
7. This proposal does not include the preparation of detailed construction plans, specifications, or cost estimates.
8. The preparation of engineer's estimate of probable construction costs are not included in this proposal.
9. The drainage report is anticipated to be used by the City to help guide the future drainage improvements.
10. This proposed excludes routing out flows through the existing detention pond and outfall system. Mitigation volumes will be computed based on Small Watershed Method to identify additional volume that needs to be excavated in the detention pond.

Basic Services

I. Master Drainage Plan:

A Master Drainage Plan will be prepared identifying recommendation for storm sewer upgrades/ replacement needed to convey the design flows. The tasks associated with preparing the mater drainage plan include the following:

1. **Data Collection & Review**

Research and review existing record drawings, drainage reports, calculations, correspondence, and available topographic survey related to the study area. The information will be collected from the City of Montgomery. The information will be reviewed for completeness and will be used to help guide the overall drainage plan.

2. **Existing Conditions Analysis**

Hydrologic Analysis:

- Using the collected data, WGA will delineate the drainage boundaries contributing to flows drained by the existing storm sewer line conveying flows to the detention pond
- Hydrologic parameters will be computed for the watershed and a HEC-HMS model will be prepared using Atlas 14 precipitation data to determine the peak runoff for the 10% (10-year), 4% (25-year), and 1% (100-year) storm event.

Hydraulic Analysis:

- WGA will prepare hydraulic model of the existing roadside ditch and storm sewer outfall

3. **Proposed Conditions Analysis**

The models prepared for existing conditions will be updated to reflect anticipated development based on the site plan provided to WGA by the Client. Sizing of the proposed drainage infrastructure and detention volume requirements will be identified. Infrastructure will be sized to convey design flows for the ultimate development condition. Preliminary cost estimate will be prepared for the drainage features identified.

4. **Prepare Summary Report:** A text report will be prepared summarizing the approach used in, and results of the master drainage study. Appropriate tables and exhibits will be included in the report, along with the digital information associated with any modeling efforts.

Optional Additional

Alternative Drainage Plan Analysis

WGA will prepare an analysis of an alternative drainage plan for the study area and a preliminary cost estimate.

Fee Summary

The services will be provided at a Lump Sum (LS) as follows:

Civil Engineering Design Services

I. Master Drainage Plan \$ 65,000

Optional Additional

Alternative Conditions Analysis (Hourly) \$ TBD

Reimbursable Expenses (reproduction, mileage, etc) \$ 2,000

This proposal is subject to the terms and conditions of the Professional Services Agreement between The City of Montgomery, Texas and Ward, Getz, & Associates, PLLC dated May 25, 2021. This proposal is good for a period of up to 90 days from the date of the proposal. Our receipt of the executed document will serve as authorization to proceed.

Closure

If additional services are required and authorized by Client, they will be invoiced hourly per the attached rate schedule. Reimbursable expenses will be invoiced at cost plus 10%.

If this proposal is acceptable, please have it signed and return an executed copy to me via email at croznovsky@wga-llp.com. Our receipt of the executed document will serve as authorization to proceed.

We appreciate the opportunity to submit this proposal and look forward to working with you in the future.

If there are any questions, please feel free to contact me at 713-789-1900. Thank you for the opportunity and we look forward to working with you on this project.

Regards,

Chris Roznovsky, P.E
Department Manager

Accepted by Client

Signature

Printed Name and Title

Date

Montgomery City Council
AGENDA REPORT

Meeting Date: June 28, 2022	Budgeted Amount: \$168,000 in FY21-22
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action to approve the Montgomery Economic Development Corporation’s expenditure of \$286,457.50 for engineering and design services for the McCown Street Improvements Project.

Recommendation

Approve the expenditure as presented.

Discussion

The MEDC has been leading an effort to revitalize the public spaces in the historic downtown. The improvement of streets and utility lines, along with the addition of public parking, sidewalks and pedestrian amenities has been a project on the horizon for a number of years. In 2021, the MEDC funded a downtown streetscape improvements master plan project that serves as a guiding vision for future downtown projects that was adopted by both the MEDC and City Council.

The next phase of the project is the redesign of McCown Street in the heart of downtown. The MEDC published a Request for Qualifications for the streetscape design that builds on the conceptual design in the previous project and culminates with construction-ready drawings for the rehabilitation of McCown Street between College and Caroline Streets.

This project is one of several focused on improving the infrastructure and public spaces in the downtown area. The McCown Street project was awarded to Gunda Corporation, a civil engineering firm. Gunda Corporation was also awarded the initial downtown design project. The design team is familiar with the site, familiar with the MEDC and city staff.

The MEDC has \$168,000 in the current budget available for the project. With a 9-month timeline, the project will span two fiscal years. The MEDC draft budget for FY 2022-2023 currently has \$335,000 allocated for Downtown Development Improvements.

The MEDC Board of Directors approved the Professional Services Agreement with Gunda Corporation at their June 20, 2022 meeting. The item exceeds the \$10,000 amount and requires City Council approval of the expenditure.

Approved By

		Date:
Interim City Administrator	Dave McCorquodale	Date: 06/23/2022

ATTACHMENT “A”

PART A - SCOPE OF SERVICES

PROJECT NO. 2022-01

**MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION
DOWNTOWN DESIGN & STREETScape IMPROVEMENTS PLAN**

Description of Project

We understand the MEDC would like to implement reconstruction of McCown Street identified in the Downtown Design Master Plan. In this regard, the MEDC would like to reconstruct McCown Street to better facilitate vehicular and pedestrian use and provide sidewalks to complete pedestrian connectivity from Caroline Street to the Community Building Grounds located north of College Street. It is anticipated McCown Street will be reconstructed utilizing reinforced concrete pavement with some decorative paver inserts and improved surface drainage.

In addition, private property and public right-of-way improvements will be incorporated into the design.

It is assumed for purpose of this scope of services that all work included herein shall be included in a single bid package for construction and construction phase services. If multiple bid packages are ultimately prepared, additional fees may be required and will be addressed in writing prior to commencement by the Engineer.

Scope of Services

Reference Standards, Criteria, and Data provided by MEDC / City of Montgomery

The project will utilize record information to be provided by the MEDC / City of Montgomery including, but not limited to, previously completed studies, design plans, record drawings, GIS data, etc. In addition, Gunda will collect and utilize publicly available data such as GIS mapping and datasets, TxDOT record drawings, appraisal data, etc.

Drainage will be coordinated with the City and City’s engineering consultant and final design documents for drainage will be provided by City’s engineering consultant for inclusion in construction package as necessary.

The project plan will consider all applicable City, County, State, and Federal design criteria, details, and regulations.

A. General Services (GUNDA Corporation)

- The Engineer shall reference the MEDC’s Project Title and MEDC’s Project File Numbers on all correspondence and submittals.
- The Engineer shall manage the efforts of the project team members and Subconsultants, assign manpower, delegate responsibilities, review work progress, monitor conformance to the scope regarding the budget and schedule, and otherwise direct the progress of the work.
- Periodic meetings shall be held to review the progress of the engineering effort, or to address other issues which may arise. The MEDC shall initiate meetings that include the Engineer and Subconsultants, and if necessary, the MEDC and other applicable parties. The Engineer shall prepare and deliver meeting record memorandum of decisions and action items to the MEDC within 3 working days after each meeting.

- The Engineer shall notify the MEDC immediately of any deviation from the Scope of Engineering Services and Fee agreed to in this Scope of Services. The Engineer shall not perform services outside of the Contract scope without an Amendment to this Contract.
- Submit invoices on MEDC's standard form to document and present the current status of each milestone noted to record activities and deliverables completed within the month, and to note activities planned for next month.

B. Engineering Design and Bidding Services (GUNDA Corporation)

- The Engineer shall prepare necessary engineering plans, specifications, and engineer's opinion of probable construction costs, necessary for bidding and construction of the proposed street reconstruction and streetscape described above. Plans and specifications prepared by the Engineer shall be in general conformance with applicable City of Montgomery guidelines, standard details, documentation, and procedures for public infrastructure. In addition, if required, the Engineer shall:
 - The Engineer will coordinate with the City Engineer or representative on all utilities and drainage, including proposed improvements in the area.
 - Obtain required signatures from other governmental agencies, public utilities, and private utilities, which may impact the Project prior to final approval by the City. Governmental agencies include, but are not limited to, Montgomery County. Utility signatures include, but are not limited to, AT&T, Energy providers, Natural Gas providers, AT&T, and cable TV, if applicable.
 - Obtain necessary approvals (permits, license agreements, etc.) from TxDOT, Montgomery County, railroad, and pipeline companies prior to final approval by the City.

The following is intended to provide a general guideline of expected deliverables and milestones for accomplishing the project goal as well as assessing project schedule and completeness.

- **30% Preliminary Design**
 - Engineer shall meet with MEDC and City Staff following completion of the topographic and boundary surveys and preparation of Draft Plan for the project. The Draft Plan shall include plan view illustration of the base plan and impacts of adjacent properties for consideration and approval in final design.
 - The Draft Plan will include a summary of anticipated issues, constraints, and estimate(s) of probable construction costs. It is anticipated the MEDC and City Staff will review and provide comments prior to the Engineer proceeding to the final design stage of the project.

- Project Area (Outlined in Red)



- **90% Drawings and Draft Specifications**

- Engineer submits 3 sets of completed final design construction drawings including all necessary plan sheets and details as identified and agreed upon during 30% Preliminary Design to facilitate construction of McCown Street.
- Engineer submits sets of draft construction specifications including as a minimum:
 - Table of Contents
 - Document 00410 (Bid Form) with all bid items, but excluding quantities
 - Section 01110 (Summary of Work)
 - Completed technical specifications (Division 0 through 16, as required)
 - All supplemental and non-standard technical specifications included in Divisions 2 through 16 identified.
 - A detailed opinion of probable construction cost estimate.
 - Engineer submits documentation that drawings were submitted to private utilities for final review.
- The Engineer shall prepare, as necessary, Construction Sequencing and TCP plans and details in accordance with general traffic engineering principles and practices governing traffic control during construction as prescribed by the guidelines of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and/or City of Montgomery requirements.

- The Engineer shall prepare a storm water pollution prevention plan (SWPPP) and details for construction activities in accordance with City of Montgomery and/or other jurisdictional guidelines, including preparation of the notice of Intent Form as appropriate.
- **Final Drawings and Specifications (100% Design)**
 - Engineer submits completed sets of bid-ready construction drawings, with all review comments resolved. (Signed and sealed construction drawings with all required signatures; and completed construction specifications).
 - Engineer submits sheet-by-sheet quantity takeoff and documentation.
 - Engineer assists with acquiring permit approval, as applicable, from TxDOT, U.S. Army Corps of Engineers, and Montgomery County.
 - Engineer documents submittals of plans to Texas Department of Licensing and Regulations for ADA requirements, if applicable.
- The Engineer shall assist the MEDC in preparation and conducting the pre-bid conference for the project, including preparation of meeting minutes.
- The Engineer shall prepare necessary addenda to address issues or clarifications necessary for completion of the bidding process.
- The Engineer shall furnish a tabulation of bids received with a written recommendation for the award of a construction contract and submit within 3 days after the bid opening.

C. Construction Support Services (GUNDA Corporation)

- The Engineer shall make site visits during times when the contractor is actively performing major construction activities.
- The Engineer shall attend and/or lead construction progress meetings on behalf of the MEDC/City, review contractor submittals, request for information, change orders, payment applications, respond to contractor questions, and provide approval/disapproval recommendations to the MEDC/City.
- CAD files and record drawings will be provided at the end of the project to the MEDC. Record drawings are mark-ups of construction documents provided by contractor, review by the engineer of record, and illustrated on the plans.

D. Additional Services

Unless otherwise authorized or modified by the MEDC, the Engineer shall perform Additional Services in accordance with the following:

Geotechnical Investigation & Material Testing (Tolunay Engineering Group)

See attached proposal.

Landscape Architect / Urban Designer (White Oak Studio)

See attached proposal.

Stormwater Pollution Prevention Plan (SW3P)

Prepare erosion control plan showing suggested best management practices for filtering of stormwater runoff, plan controls and standard details only, as required.

Traffic Control Plan

Prepare traffic control plans using standard details in accordance with general traffic engineering principles and practices governing traffic control during construction as prescribed by the guidelines of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD), TxDOT, and/or City of Montgomery requirements.

TDLR Review and Inspection

State required review and inspection for pedestrian facilities.

Exclusions

This scope of services does not include:

1. Surveying (boundary or topographic, and easement or right-of-way acquisition)
2. Environmental Studies (Phase I or II)
3. City Utility design (water and sanitary)
4. Dry utilities design or coordination (gas, cable, fiber, power, etc.)
5. Drainage design, other than street surface drainage
6. Stormwater Detention
7. Agreements with Private Property Owners (Temporary Access Agreements, Right of Entry, etc.)

**PART B – BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES
PROJECT NO. 2022-01
MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION
DOWNTOWN DESIGN & STREETScape IMPROVEMENTS PLAN**

The following represents the estimated maximum compensation for the scope of services documented in Attachment A, Part A of this agreement. If services beyond those specifically identified are determined necessary during the project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the Montgomery Economic Development Corporation.

Services to be Provided	Base Cost	Sub Markup @ 10%	Totals	Basis
A - Engineering Basic Services (Project Management & Coord.)	\$17,120.00	-	\$17,120.00	L.S.
B - Engineering Basic Services	\$73,355.00	-	\$73,355.00	L.S.
C - Construction Phase Services	\$23,240.00	-	\$23,240.00	T&M
D - Additional Services		-		
Geotechnical Investigation (TEG)	\$5,900.00	\$590.00	\$6,490.00	L.S.
Material Testing (TEG)	\$11,175.00	\$1,117.50	\$12,292.50	L.S.
Landscape Architect/Urban Design (WOS)	\$122,500.00	\$12,250.00	\$134,750.00	L.S.
Stormwater Pollution Prevention Plan (SWPPP)	\$4,920.00	-	\$4,920.00	L.S.
Traffic Control Plan (TCP)	\$9,640.00	-	\$9,640.00	L.S.
TDLR Review and Inspection	\$1,500.00	\$150.00	\$1,650.00	L.S.
Reimbursable Expenses	\$3,000.00	-	\$3,000.00	Cost Plus
Recommended Total Consultant Fees Budget			\$286,457.50	

The recommended budget for this scope of services is: \$286,457.50 (Not to Exceed)

Notes: 1. Reimbursable Expenses shall be invoiced and paid based on cost of service provided plus 10% markup. These services include travel, deliveries, postage, graphical reproduction, etc...

Montgomery City Council
AGENDA REPORT

Meeting Date: 06-28-2022	Budgeted Amount: \$600,000
Department: MEDC	Prepared By: Nici Browe

Subject

Consideration and possible action to approve the Montgomery Economic Development Corporation's expenditure for the purchase of real property located at 21050 Eva Street, Montgomery, TX 77356 in the amount of \$600,000.00

Recommendation

Approval of the expense from MEDC

Discussion

At the MEDC meeting on June 20, 2022 the Board approved the purchase of "Adams Park" for \$600,000 to be purchased with MEDC's Bank balance (Cash reserves). The narrative is as follows:

The MEDC's Downtown Design Master Plan's vision is to create a beautiful Historic Downtown that provides an enjoyable customer experience throughout the week and enables businesses to thrive. One of the opportunities identified in the plan was the corner at Hwy 105 & Hwy 149, which is currently leased by the City of Montgomery and contains an electronic sign.

This corner is highly visible with an estimated 25,000-35,000 vehicles traveling past it per day. Our long-term access to the corner has given the City the ability to communicate with residents and visitors and provide a hint that the corner is the gateway to the historic downtown. Purchasing the property would provide the opportunity for a larger, highly-visible landmark to be constructed that welcomes visitors and celebrates #HistoricMontgomeryTX. Additionally, the purchase of the property by the City would prevent the construction of what would likely be a fast food restaurant, gas station, or other commercial establishment that would be attracted to the high traffic corner. While the commerce would welcome, it would detract from the historic nature of our downtown and prevent the establishment of a gateway to downtown, which is needed.

At this time, there is no plan for a monument or any change to the electronic sign. The City and MEDC are content with the terms of the lease on the property, but the property owner wishes to sell, which is what is driving the timing of the transaction. The MEDC has been represented by Wade Nelson, who is also a Board Member. Mr Nelson has very generously waived his fee for this transaction. The price being paid for the property, which is slightly over 0.4 acres will be \$600,000. It is a high price point for raw land in the downtown area, but the high traffic volume and corner lot make it particularly valuable.

The purchase should be paid for out of accumulated funds. At this price point, it would not be in the MEDC's best interest to borrow, as the origination fees would be too high.

Approved By

Interim City Administrator	Dave McCorquodale	Date:06-21-2022
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COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2021

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Virginia L. Adams

N/A

Address: 1309 Broadway St, Galveston, TX 77550-6126

Phone: (713)303-6388

E-mail: vadams.galveston@gmail.com

Fax: N/A

Other:

Buyer: Montgomery Economic Development Corporation Attn: Dave McCorquodale

Address: 101 Old Plantersville Rd, Montgomery, TX 77356

Phone:

E-mail: dmccorquodale@ci.Montgomery.tx.us

Fax: N/A

Other: rhuss@ci.montgomery.tx.us; wade@nelsoncompanyllc.com

2. PROPERTY:

A. "Property" means that real property situated in Montgomery County, Texas at 21050 EVA ST, MONTGOMERY, TX 77356

(address) and that is legally described on the attached Exhibit A or as follows:

N/A

B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
(3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing \$ 600,000.00

(2) Sum of all financing described in Paragraph 4 \$

(3) Sales price (sum of 3A(1) and 3A(2)) \$ 600,000.00

Commercial Contract - Unimproved Property concerning 21050 EVA ST, MONTGOMERY, TX 77356

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- (1) The sales price will not be adjusted based on a survey.
- (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ _____ per:

- (i) square foot of total area net area.
- (ii) acre of total area net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- (i) public roadways;
- (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
- (iii) N/A

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within N/A days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- A. Third Party Financing: One or more third party loans in the total amount of \$ _____ .
This contract:
 - (1) is not contingent upon Buyer obtaining third party financing.
 - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____ .
- C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____ .

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$6,000.00 as earnest money with Stewart Title (title company) at 222 Kempner St. Galveston TX (address) Suzanne Crawshaw (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
 - (i) N/A days after Buyer's right to terminate under Paragraph 7B expires; or
 - (ii) N/A
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

Commercial Contract - Unimproved Property concerning 21050 EVA ST, MONTGOMERY, TX 77356

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
 - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
 - (a) will not be amended or deleted from the title policy.
 - (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.
- (3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 15 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. ~~Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.~~
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party N/A (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 5 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

Commercial Contract - Unimproved Property concerning 21050 EVA ST, MONTGOMERY, TX 77356

document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: n/a

B. Feasibility Period: Buyer may terminate this contract for any reason within 30 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 500.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional N/A days by depositing additional earnest money in the amount of \$ _____ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

Commercial Contract - Unimproved Property concerning 21050 EVA ST, MONTGOMERY, TX 77356

- (2) Buyer must:
 - (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 5 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (d) copies property tax statements for the Property for the previous 2 calendar years;
- (e) plats of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- (g) N/A

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES:**

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller

Commercial Contract - Unimproved Property concerning 21050 EVA ST, MONTGOMERY, TX 77356

must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. **Estoppel Certificates:** Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Joe Tramonte Realty

Agent: Jeremy Douglas

Address: 1802 Broadway
Galveston, TX 77550

Phone & Fax: (850)591-2090 N/A

E-mail: jeremy@tramonterealty.com; vadams.galveston@gmail.

License No.: 684790

Cooperating Broker: Wade Nelson

Agent: Wade Nelson

Address: _____

Phone & Fax: N/A N/A

E-mail: wade@nelsoncompanyllc.com

License No.: 466413

Principal Broker: (Check only one box)

- represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. **Fees:** (Check only (1) or (2) below.)
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
 _____ % of the sales price.
 N/A

Cooperating Broker a total cash fee of:
 _____ % of the sales price.
 N/A

The cash fees will be paid in N/A County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

(TXR-1802) 09-01-21 Initialed for Identification by Seller VA and Buyer Wade, _____ Page 6 of 14

Commercial Contract - Unimproved Property concerning 21050 EVA ST, MONTGOMERY, TX 77356

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1) 21 days after the expiration of the feasibility period.
 - _____ (specific date).
 - N/A
 - (2) 7 days after objections made under Paragraph 6C have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

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11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

*****This sale is for the southern portion of said parcel, being approximately 18,500 +/- square feet, and located at the northeast corner of the intersection of TX Hwy 105 and Hwy 149 (Liberty St.).**

*****Montgomery city sign and lease to convey with the property.**

*****This sale is contingent upon the MEDC receiving formal approval from the Montgomery City Council to move forward with the purchase .**

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

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- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
 enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

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- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

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22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Financing Addendum (TXR-1931);
- (3) Commercial Property Condition Statement (TXR-1408);
- (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
- (5) Notice to Purchaser of Real Property in a Water District (MUD);
- (6) Addendum for Coastal Area Property (TXR-1915);
- (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- (8) Information About Brokerage Services (TXR-2501);
- (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
- (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
- (11) N/A

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities

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necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: Virginia Adams (Seller) is a licensed real estate agent in the state of Texas.
- J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on June 21, 2022, the offer will lapse and become null and void.


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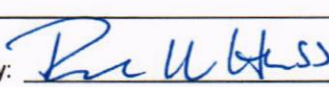
READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Virginia L. Adams

Montgomery Economic Development Corporation
Buyer: Attn: Dave McCorquodale

N/A

By: 
By (signature): _____
Printed Name: _____
Title: _____

By: 
By (signature): _____
Printed Name: Rebecca Huss
Title: Montgomery Economic Dev Corp President

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

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AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ _____, or
- _____ % of the sales price, or
- _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: N/A N/A Phone & Fax: N/A N/A

E-mail: _____ E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

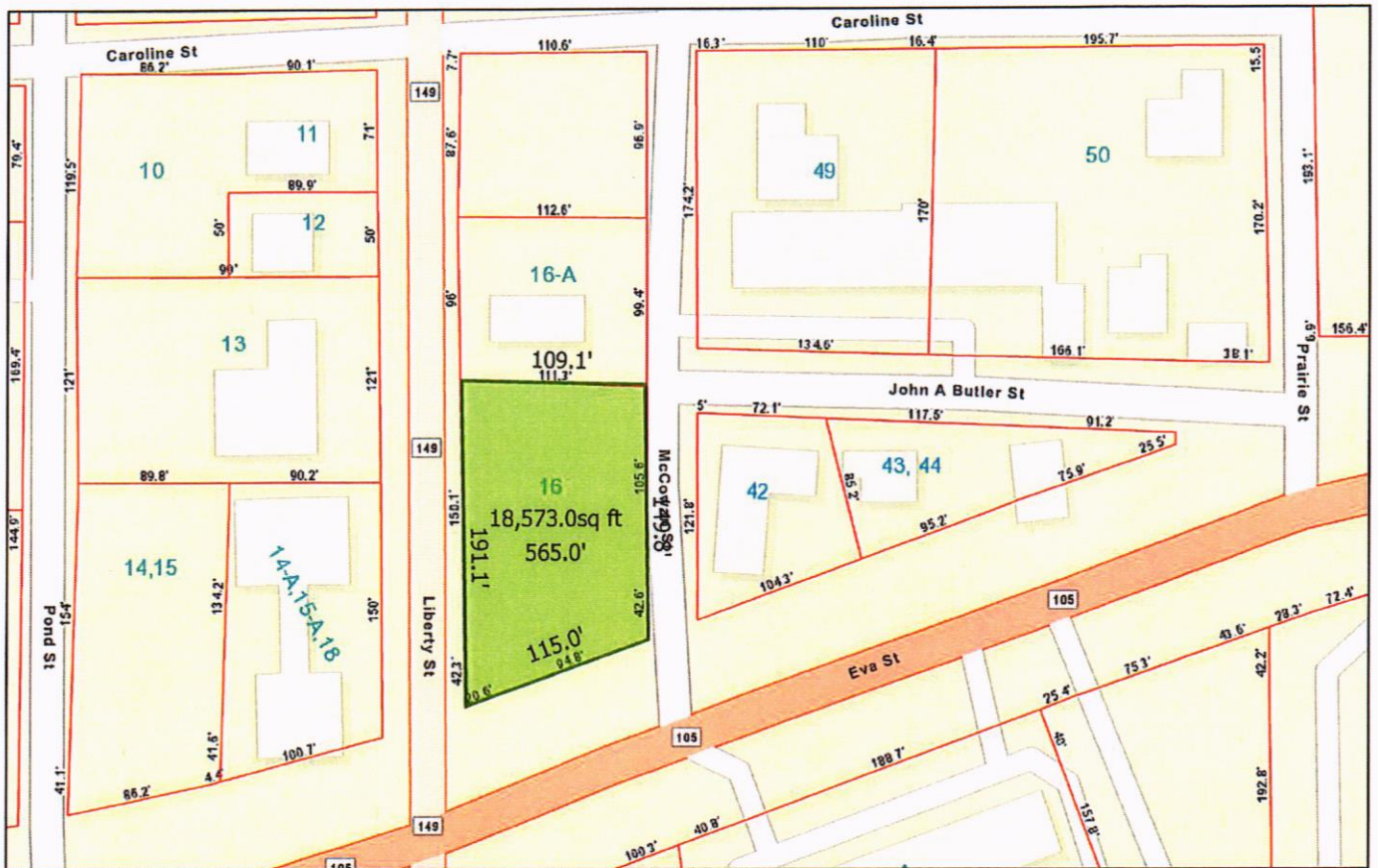
- A. the contract on this day _____ (effective date);
- B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: N/A N/A

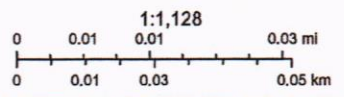
Assigned file number (GF#): _____ E-mail: _____

Montgomery CAD Web Map - Virginia Adams Exhibit A - Southern Tract



5/23/2022, 7:19:53 PM

Parcels



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.
Montgomery County Appraisal District, BIS Consulting -

11/2/2015



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>Joe Tramonte Realty</u>	<u>367022</u>	<u>vj@tramonterealty.com</u>	<u>(409)765-9837</u>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<u>Designated Broker of Firm</u>	<u>License No.</u>	<u>Email</u>	<u>Phone</u>
<u>Vincent Tramonte</u>	<u>356657</u>	<u>vj@tramonterealty.com</u>	<u>(409)765-9837</u>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<u>Jeremy Douglas</u>	<u>684790</u>	<u>jeremy@tramonterealty.com</u>	<u>(936)701-6001</u>
Sales Agent/Associate's Name	License No.	Email	Phone
_____ Buyer/Tenant/Seller/Landlord Initials		_____ Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date

Joe Tramonte Realty, 1802 Broadway Galveston TX 77550

Phone: (936)701-6001

Fax:

Murff

Jeremy Douglas

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



Certificate Of Completion

Envelope Id: F414A91737124EBA8416C475A51CE3F0	Status: Completed
Subject: Please DocuSign: MEDC signed prop contract VA corner tract Jun17 2022 (1).pdf	
Source Envelope:	
Document Pages: 16	Signatures: 1
Certificate Pages: 1	Initials: 13
AutoNav: Enabled	
Enveloped Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	virginia adams
	1309 Broadway
	1309 Broadway
	Galveston, TX 77550
	vadams.galveston@gmail.com
	IP Address: 73.183.138.122

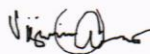
Record Tracking

Status: Original	Holder: virginia adams	Location: DocuSign
6/18/2022 7:12:49 AM	vadams.galveston@gmail.com	

Signer Events

virginia adams
 vadams.galveston@gmail.com
 joe tramonte realty
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Drawn on Device
 Signed by link sent to vadams.galveston@gmail.com
 Using IP Address: 73.183.138.122

Timestamp

Sent: 6/18/2022 7:13:34 AM
 Viewed: 6/18/2022 7:13:47 AM
 Signed: 6/18/2022 7:18:32 AM
 Freeform Signing

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/18/2022 7:13:34 AM
Certified Delivered	Security Checked	6/18/2022 7:13:47 AM
Signing Complete	Security Checked	6/18/2022 7:18:32 AM
Completed	Security Checked	6/18/2022 7:18:32 AM
Payment Events	Status	Timestamps

Montgomery City Council
AGENDA REPORT

Meeting Date: June 28, 2022	Budgeted Amount:
Department: Police Department	Prepared By: Anthony Solomon

Subject

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING SECTION 57 OF CHAPTER 6, "ALCOHOLIC BEVERAGES," OF THE CITY CODE OF ORDINANCES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE CLAUSE AND TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Recommendation

Adopt the Ordinance as presented.

Discussion

The City currently requires written permission from property owners in the limited public area defined in the Ordinance. We feel this step could be an incumbrance on the requestor and make the process more difficult since the property owners oftentimes are not on the premises. Removing this step will allow the permitting process to be more streamlined.

Approved By

Chief of Police		Date: 06-22-2022
City Administrator		Date:

ORDINANCE NO. 2022 _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING SECTION 57 OF CHAPTER 6, "ALCOHOLIC BEVERAGES," OF THE CITY CODE OF ORDINANCES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE CLAUSE AND TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Alcoholic Beverage Code provides for certain regulations to the public consumption of beer and wine; and

WHEREAS, upon the recommendation of the City Staff, the City Council of the City of Montgomery, Texas (the "City Council") desires to amend Section 6-57 of the Code of Ordinances ("City Code"), entitled "Consumption on the street, sidewalk or alley."

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

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

SECTION 2. Section 6-57 of the City Code, entitled "Consumption on the street, sidewalk or alley," is hereby amended and restated in its entirety, such that it reads as follows:

"Section 6-57. Consumption on the street, sidewalk or alley

- (a) *Drinking alcoholic beverages on a public street, sidewalk or alley of the city, whether afoot, or as a passenger in or an operator of any vehicle, is unlawful and is prohibited.*
- (b) *Exception: Subject to the rules and regulations of the Texas Alcoholic Beverages Code, persons afoot on a public street, sidewalk or alley of the City are permitted to drink beer and wine in a limited public area defined as:*
 - 1) *The north right-of-way line of Eva Street (State Highway 105) extending north to the south right-of-way line of Clepper Street and bounded on the east by Prairie Street, and on the west by Pond Street, extending north to the south right-of-way line of College Street to also include the east of the eastern right-of-way line of Liberty Street between College Street to the south right-of-way line of Clepper Street and an area extending west from the west right-of-way line of Pond Street and bounded on the south by the south right-of-way line of Eva Street, as further described by the map*

incorporated into this Ordinance as Exhibit "A."

2) *This exception is authorized only from 7:00 AM to 12:00 Midnight, Monday through Saturday; 12:00 Midnight to 1:00 AM on Sundays; and 12:00 Noon to 12:00 Midnight on Sundays.*

(c) *The throwing of any opened container of any type general used for beverages from or out of any vehicle shall be prima facie evidence that the occupant thereof was then and there drinking alcoholic beverages in violation of this section."*

SECTION 3. This amendment to Ordinance No. 1989-2, dated February 14, 1989, Ordinance No. 2017-16, dated July 11, 2017, and to Ordinance No. 2021-04, dated February 9, 2021, as codified in Section 6-57 of the City Code, shall prevail and all other ordinances in conflict are hereby repealed to the extent of any conflict.

SECTION 4. If any section, subsection, sentence, clause, provision or part of this Ordinance shall be held invalid for any reason, the remainder of this Ordinance shall not be affected thereby but shall remain in full force and effect.

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

SECTION 6. All other ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance on all ordinances or sections of the City Code not specifically amended or repealed shall remain in full force and effect.

SECTION 7. This Ordinance shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED by the City Council of the City of Montgomery, Texas, on the ____ day of _____, 2022.

Byron Sanford, Mayor

ATTEST:

Nicola Browe, City Secretary

APPROVED AS TO FORM:

Alan P. Petrov, City Attorney

Montgomery City Council
AGENDA REPORT

Meeting Date: June 28, 2022	Budgeted Amount:
Department: Police Department	Prepared By: Anthony Solomon

Subject

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING SECTION 206 AND 258 OF CHAPTER 86 "TRAFFIC AND VEHICLES" OF THE CITY CODE OF ORDINANCES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE CLAUSE AND TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommendation

Adopt the Ordinance as presented.

Discussion

Regarding Section 206, we want to clarify the definition of the term intersection, so the public and city officials have the same understanding of the term.

Regarding Section 258, this is a 26-year-old Ordinance that we need to update to match what the City currently does. We're requesting that the Restrictions on route be removed completely to allow current parade routes to remain the same without going against City code.

Approved By

Chief of Police		Date:
City Administrator		Date:

ORDINANCE NO. 2022 - _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, AMENDING SECTION 206 AND 258 OF CHAPTER 86 "TRAFFIC AND VEHICLES" OF THE CITY CODE OF ORDINANCES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE CLAUSE AND TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Texas Transportation Code Section 551.405 provides for restrictions relating to the operation of a golf cart and crossing certain intersections;

WHEREAS, City Council desires to improve safety for drivers and pedestrians alike during parades through requiring a certified peace officer escort; and

WHEREAS, pursuant to the Texas Local Government Code Chapter 51, the City Council may adopt, publish, amend or repeal an ordinance, rule, or police regulation that is for the good government, peace, and order of the City.

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

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

SECTION 2. Section 86-206(2) is hereby amended and restated in its entirety to read as follows:

"Notwithstanding subsection (1) of this section, a person is directly crossing an intersection, including a road or street that has a posted speed limit of more than 35 miles per hour, in accordance with applicable state law. Intersection means the common area at the junction of two highways, streets, or roads from curb to curb."

Section 86-259 is hereby amended and restated in its entirety to read as follows:

"Sec. 86-259. Escort - Certified Peace Officer.

Applicants for a parade permit shall be required to provide an escort for a parade at the expense of the applicant. Any escort must be a certified peace officer designated by the chief of police."

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall be deemed a separate, distinct, and

independent provision, and such holding shall not affect any of the remaining provisions of this Ordinance.

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

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

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

PASSED AND APPROVED by the City Council of the City of Montgomery, Texas on the ____ day of _____, 2022.

Byron Sanford, Mayor

ATTEST:

Nicola Browe, City Secretary

APPROVED AS TO FORM:

Alan P. Petrov, City Attorney

Montgomery City Council
AGENDA REPORT

Meeting Date: June 28, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

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

Recommendation

Adopt the Resolution with the addition of the newly-appointed Place 5 office holder.

Discussion

Due to the changes on City Council from the May 7th, 2022 Election and personnel from the May 24th, 2022 Council Meeting, we need to update the signature cards for the City Banking accounts by adding new signers and removing signers no longer affiliated with the City.

This will include adding the newly elected Council Members Casey Olson, Cheryl Fox, and the newly appointed Council Member for Place 5. We are also proposing to add Interim City Administrator Dave McCorquodale.

Approved By

		Date:
Interim City Administrator	Dave McCorquodale	Date: 06/22/2022

RESOLUTION NO. 2022-05

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

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

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

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

- | | |
|-------------------|--------------------------------|
| Byron Sanford | Mayor |
| T.J. Wilkerson | Mayor Pro-Tem / Council Member |
| Carol Langley | Council Member |
| Casey Olson | Council Member |
| Cheryl Fox | Council Member |
| _____ | Council Member |
| Dave McCorquodale | Interim City Administrator |

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

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

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

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

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

PASSED, APPROVED AND ADOPTED this the ___ day of ____, 2022.

CITY OF MONTGOMERY, TEXAS

Attest: _____
Nici Browe, City Secretary

Signed: _____
Byron Sanford, Mayor

Approved as to Form: _____
Alan P. Petrov, City Attorney

Montgomery City Council
AGENDA REPORT

Meeting Date: June 28, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

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

Recommendation

Adopt the Resolution as presented.

Discussion

Due to the changes on City Council from the May 7th 2022 Election and personnel from the May 24th 2022 Council Meeting, we need to update the authorized representatives for the City’s TexPool accounts.

The resolution to amend the authorized representatives of the City’s TexPool accounts is necessary in order to add Mayor Byron Sanford and Interim City Administrator Dave McCorquodale.

Due to the Resolution including confidential information, it will be provided at the meeting.

Approved By

		Date:
Interim City Administrator	Dave McCorquodale	Date: 06/22/2022

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS GRANTING TO ENTERGY TEXAS, INC. THE RIGHT, PRIVILEGE AND FRANCHISE TO CONDUCT WITHIN THE CITY AN ELECTRICAL LIGHTING AND POWER BUSINESS; PROVIDING AN EFFECTIVE DATE UPON ACCEPTANCE IN WRITING BY ENTERGY TEXAS, INC.

WHEREAS, Entergy Texas, Inc. (the "Company") is an electric utility operating within the municipal limits of the City of Montgomery, Texas (the "City"); and

WHEREAS, it is convenient and necessary for the Company to use the public rights-of-way of City for the placement of facilities and appurtenances (including communications facilities) necessary or proper for the transmission and distribution of electricity and communication including broadband over power line communications services within and through the municipal limits of City; and

WHEREAS, the City is the steward of public property and it is reasonable and proper to collect a fee for the use and occupation of public rights-of-way under Public Utilities Regulatory Act ("PURA") § 33.008; and

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

Section 1. Findings of Fact. All of the matters and facts set out in the preamble hereof are true and correct and are adopted as findings of the City Council.

Section 2. Franchise Agreement. That the Franchise Agreement attached hereto is approved.

Section 3. Effective Date. This Ordinance is effective on July 1, 2022 for a term of twenty-five (25) years.

Section 4. Filing. The City Secretary is hereby instructed to include this Ordinance in the records of the City.

Section 5. Proper Notice and Meeting. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Texas Government Code, Chapter 551 and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 6. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

PASSED AND APPROVED this ____ day of _____ 2022.

CITY OF MONTGOMERY:

BYRON SANFORD, Mayor

APPROVED:

ATTEST:

ALAN P. PETROV, Attorney

NICOLA BROWE, City Secretary

FRANCHISE AGREEMENT

Section 1: That, subject to the terms, conditions and provisions of this ordinance, the City of Montgomery, Texas, hereinafter referred to as “City,” does hereby grant unto Entergy Texas, Inc., hereinafter referred to as “Company”, the right, privilege and franchise to conduct within the City an electrical lighting and power business and to enter upon, erect, construct, maintain, extend, repair, replace and remove in, under, upon, over, above, across and along any and all of the present and future public roads (notwithstanding any use restrictions), highways, parks, streets, lands, alleys, whether designated or undesignated and other public areas and rights of way of the City and over, under, above, along and across any and all streams, canals, bayous, embankments and bridges, now or hereafter owned or controlled by the City (hereinafter referred to as “Public Rights-of-Way”), a system of poles, pole lines, towers, distribution lines, transmission lines, wires, guys, cables, conduits, transformers and other distribution and transmission instrumentalities, facilities and appurtenances (including communications facilities) necessary or proper for the transmission and distribution of electricity and communication including broadband over power line communications services (“BPL”) into, in, within, from, across, and through the City, as now existing, or as said City limits may hereafter be extended (hereinafter referred to as “Company Facilities”); and Company is authorized to use Company Facilities for the transmission, distribution, delivery and sale of electricity and communication to the municipality and to the inhabitants of the City and to any governmental agency, and to any governmental subdivision, and to any person, firm or corporation, wherever located, within or without the City limits of the City of Montgomery, Texas, for use by such purchaser, or

purchasers, for light, power, cooling and heat, and for any other purpose, or purposes, whether same or different from those herein specified, for which electricity may be used. Provided, this Franchise does not include places where the City’s authority to permit such installations is or hereafter may be withdrawn by the State, or where the Texas Department of Transportation or other State agency constructs or maintains such public facility or place and lawfully excludes the authority of the City to permit such public utility and BPL installations therein. In the event that the City abandons a Public Right-of-Way, City shall ensure that the Company has access to sufficient and reasonable Right-of-Way to maintain Companies Facilities.

Section 2: The right, privilege and franchise granted under this Franchise Ordinance is, at all times, subject to the continuing police power of the City; and the Company shall comply with all present and future laws, ordinances and regulations of the State of Texas and the City enacted pursuant to the City’s or State’s police power.

Section 3: Upon the filing with the City by Company of the acceptance required hereunder, this franchise shall be in full force and effect for a term and period of twenty-five (25) years commencing upon, and extending from July 1, 2022 (“Effective Date”).

Provided that if, subsequent to the Effective Date of this Agreement, any Texas municipality or City, within the Company’s service area (“Other City or Municipality”) enters into with Company a franchise term of less than twenty-five (25) years, the City will have the right after reasonable notice to receive the same term. If the City elects to exercise this right, the new contract term will begin upon passage of an amendment to this franchise approving of the same term as the other municipality and end when the new term has run in its entirety, no matter how many years had expired under the original

twenty-five year term. Provided however, this provision is not applicable if the Other City or Municipality is precluded from entering into a twenty-five (25) year term by law or city charter.

Section 4: Company, on written request of any person, shall relocate, raise or lower its wires temporarily to permit construction work in the vicinity thereof, or to permit the moving of houses or other bulky structures. The expense of such temporary relocation, raising or lowering of such wires shall be paid by the benefited party or parties and the Company may require the payment in advance, being without obligation to remove, raise or lower its wires until such payment shall have been made. The Company shall be given not less than forty-eight hours prior notice to arrange for such temporary wire change.

Section 5: The City shall have the power at any time to require the Company to change permanently the route and position of Company Facilities when the City shall find, by resolution, that such change is necessary in the closing, opening, widening or relocating of streets or alleys, or water or sewer lines, or the changing of grade of streets or alleys. The City shall use its best reasonable efforts to consult and confer with the Company before requiring any such relocation or raising or lowering of its lines or cables, with a view to accomplishing the result in a reasonable and economical manner. If it becomes necessary to relocate any lines or facilities, City will provide suitable Right of Way adjacent to the relocated street, alley, water line, or sewer line, without any cost or expense to Company. The obligation to change the route does not require the placement of overhead lines underground unless the City pays for the increased costs of placing the lines underground. With the exception of costs incurred by the City in the

preceding sentence, all other costs of relocation pursuant to this section shall be paid by the Company. Provided, however, the Company shall be entitled to be paid for its costs of relocation required by the City if such expenses or costs are reimbursable or payable to the Company or to the City or the State of Texas, the United States, or any agency or subdivision of either whether directly or indirectly.

Section 6: To the extent that the City has authority to do so, it gives to Company, during the life of this Franchise, the right, license, privilege and permission to trim and remove trees and other vegetation, using generally accepted methods within the vegetation management industry, located upon and overhanging the streets, alleys, easements, sidewalks and public places of City, that interfere or offer hazards to the operation of Company's facilities used or useful for the rendition of electric service. The Company is responsible for the prompt removal and disposal of all trimmings associated with maintenance of its lines and facilities.

Section 7: Nothing contained in this ordinance shall ever be construed as conferring upon Company any exclusive rights or privileges of any nature whatsoever.

Section 8: If any provision, section, sub-section, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional, void, or invalid (or for any reason unenforceable) the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the City in adopting this ordinance that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation, and, to this end, all provisions of this ordinance are declared to be severable.

Section 9: The City, by granting this Franchise, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights, now or hereafter vested in the City under the constitution and statutes of the State of Texas to regulate the rates for services of Company; and Company, by its acceptance of this franchise, agrees that all such lawful regulatory powers and rights, as the same may be from time to time vested in the City, shall be in full force and effect and subject to the exercise by the City at any time.

Section 10: As compensation to City for the use and occupancy of its Public Rights-of-Way, and in consideration for the other rights and privileges herein granted, Company agrees to pay to the City and City agrees to accept from Company on September 1, 2022, and on each September 1 thereafter occurring during the continuance of this agreement, a fee equal to \$0.0021903 (“Base Franchise Fee Factor”) multiplied times the number of kilowatt hours delivered during the period commencing on July 1 of the previous calendar year and ending on June 30 of the calendar year in which the payment is due, inclusive, by Company to retail customers whose consuming facility’s point of delivery is within the City’s boundaries. Each payment herein provided shall compensate the City for the use of its Public Rights of Way by the Company for the twelve months period commencing upon, and extending from July 1 of the calendar year that such particular payment is actually due and paid.

At the time of each annual September 1 payment, Company shall also submit to the City a sworn statement showing the following: (i) its kilowatt hour sales delivered in total to the retail customers whose consuming facilities’ points of delivery are located within the City’s boundaries for the preceding year upon which the franchise fee

payments are calculated; and (ii) a calculation of the annual Base Franchise Fee payment. The statement shall be in a form substantially similar to attachment “A.”

Provided that if, subsequent to the Effective Date of this Agreement, any Texas municipality within the Company’s service area negotiates with Company a methodology for calculation of the payment of the franchise different than the Base Franchise Fee kWh factor methodology used in this section and the Incremental Franchise Fee kWh factor methodology used in Section 11(A), the City will have the right after reasonable notice to utilize the same methodology.

The parties agree that the payments due under this franchise are reasonable and necessary and that the parties shall use their best efforts to enable Company to recover these payments through its electric rates.

Section 11: In the event that City shall seek to increase the amount it receives from Company as compensation under this Agreement, such increase shall be controlled by the following language with the Incremental Franchise Fee as referenced below determined by subsequent ordinance.

Section 11(A): In addition to the compensation set out in Section 10, and subject to the provisions of Subsection 11(C), Company shall pay on or before the 15th day of May, August, November and February (“Payment Date”) an amount equal to a \$(To be determined) charge per kilowatt hour (“Incremental Franchise Fee”) multiplied times the number of kilowatt hours delivered by Company during the preceding calendar quarter ending March, June, September, and December (“Calculation Period”), in total to retail customers whose consuming facilities points of delivery were located within the City’s boundaries less any applicable taxes including gross receipts taxes. This amount shall be

referred to as “Incremental Amounts.” The first quarterly payment due under this subsection will be due on the first Payment Date following the first complete Calculation Period after the surcharge set forth in 11(B) has been approved. Notwithstanding Section 11(B), the first payment will include any Surcharge collections during any partial Calculation Period.

At the time of each quarterly payment for Incremental Amounts, Company shall also submit to the City a sworn statement showing the following: (i) its kilowatt hour sales delivered in total to the retail customers whose consuming facilities’ points of delivery are located within the City’s boundaries for the preceding quarter upon which the franchise fee payments are calculated; and (ii) a calculation of the quarterly Incremental Franchise Fee payment. The statement shall be in a form substantially similar to attachment “B.”

Section 11(B): An underlying premise of this Franchise Agreement is that the Company shall be kept financially whole with respect to any and all Incremental Amounts, as defined above in this Section 11(A). The Incremental Amounts will be collected through a Surcharge adopted and approved by City applicable to all retail customers whose consuming facility’s point of delivery are located within the City’s boundaries. The amount to be paid to City on each Payment Date shall never exceed the amount collected by Company during the corresponding Calculation Period while the Surcharge is in effect.

In the event the Public Utility Commission of Texas (“PUCT”) or a court of competent jurisdiction finds the amounts collected by Company through the Surcharge are improper and disallows or requires repayment (“Disallowed Amounts”), Company

shall be entitled to collect all Disallowed Amounts through either direct payment by City or a reduction of any subsequent franchise payments to City as provided in this Subsection. Prior to Company's reduction in franchise payments, Company shall provide the City 30 days for a one-time opportunity to make a direct payment to Company of any Disallowed Amounts, such 30 days to run from City's receipt of Company's written notice, which shall identify the Disallowed Amounts, the time period over which the Disallowed Amounts accrued and an explanation of the calculations. Subsequent to said 30-day period, and in the absence of timely direct payment by the City of the entirety of the Disallowed Amounts, Company is authorized to reduce any future franchise payment(s) in an amount equal to any Disallowed Amounts not paid by the City. Company is authorized to implement the procedures set forth in this Subsection periodically as Company, in its sole discretion, determines is necessary to recover any ongoing Disallowed Amounts.

The corresponding Surcharge described in this Subsection 11(B) shall appear as a line item on Company's retail electric bill and identified as a "Municipal Franchise Fee."

Notwithstanding any other provision in this Franchise Agreement, if at any time the Incremental Franchise Fee portion is ever included in base rates, the Incremental Franchise Fee Surcharge will cease as of the Effective Date of the new base rates that incorporate the previously surcharged Incremental Amounts and the incremental amounts will continue to be paid as set forth in Section 11(A).

Section 11(C): Upon the occurrence of any of the following events, the Incremental Franchise Fee rate and quarterly payments provided for in Subsection 11(A)

shall no longer be applicable or effective for the purpose of calculating the franchise payment:

i. the PUCT or a court of competent jurisdiction 1) finds the corresponding Surcharge unlawful or otherwise prohibits the Surcharge recovery of the Incremental Amounts; 2) finds that the franchise fees calculated under this Section 11(A), or the amounts collected through the corresponding surcharge or through a reduction in franchise payments, as provided herein, may not be recovered by Company from its customers; or 3) in some manner prevents or prohibits Company from recovering said Incremental Amounts; and

ii. with respect to the preparation for, or implementation of, retail open access in Company's Texas service territory, Company or Entergy's affiliate distribution company in Texas ("DISCO") or Entergy's affiliate retail electric provider in Texas ("REP"), at any time, is not permitted to implement the monthly Surcharge described in Subsection 11(B).

Upon the occurrence of any of the events enumerated in Subsections 11(C) i or ii, only the franchise rate contained in Section 10 shall be applicable and effective for the purpose of calculating and paying the franchise payment under this Franchise Agreement and Cities shall have the option, for one year, to terminate the Franchise Agreement and negotiate a new Franchise Agreement so long as the Company is not required to make a franchise fee payment greater than it is authorized to collect in rates. Further, in the event the PUCT or a court of competent jurisdiction finds a portion of the corresponding Incremental Franchise Fee Surcharge unlawful or otherwise prohibits a portion of the Incremental Franchise Fee Surcharge recovery of the Incremental Amounts, the

Incremental Franchise Fee rate and quarterly payments provided for under Subsection 11(A) and (B) shall be amended and adjusted such that the franchise payment made by the Company pursuant to this Section 11(A) to the City is no greater than the amounts the Company is authorized to collect through the corresponding Surcharge. Nothing in the immediately preceding sentence requires that Company agree to a realignment or allocation of the recovery of any portion of the Incremental Amounts from the corresponding Surcharge to the Company's base rates.

Section 11(D): City agrees that (a) if City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Company's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of franchise fees by Company in the manner consistent with this agreement; and (b) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company in the manner consistent with this Agreement.

i. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such Incremental Amounts by Company.

ii. Neither the adoption of this Franchise Agreement, nor the corresponding Surcharge shall be used by either the City or the Company, in any proceeding before a regulatory authority or state or federal court of law, as precedent for a reduction in the Company's rates or as evidence of or support for the positions taken by the City or the Company in such matters.

Section 12: In addition to the consideration set forth elsewhere in this franchise agreement and subject to a Joint Use Agreement, the Company shall hold itself ready to furnish free of charge, subject to the use of the City, such pole space as may be required from time to time for the installation of traffic, police and fire alarm system conductors, and alarm or other equipment all of which are owned exclusively by the City; provided that such conductor space does not exceed the capacity of one cross-arm on any one pole, and provided that such space is then available on existing poles. The specific location for these traffic, police and fire alarm conductors, boxes or equipment on Company's poles shall be determined by the Company, and will be allotted at the times specific applications for space are received from the City. Where a main underground ductline is constructed or installed between manholes by Company after the Effective Date of this franchise agreement, Company shall, as part of same, provide free of charge for the installation by City of its traffic, police or fire alarm cables owned exclusively by the City, one top duct having one capped off entry channel and one capped off exit channel between each two manholes, such entry and exit channels leaving the duct bank enclosure outside of, but near to, such manholes, and no cable or other equipment of City shall enter Company's manholes. All cables installed by the City in Company ducts shall be of the non-metallic, sheath type to prevent corrosive or electrolytic action between the City and Company-owned cables. All City-owned conductors and cables, whether on poles or in ductlines, shall be constructed, maintained and operated in such manner as to not interfere with or create a hazard in the operation of the Company's electrical transmission and distribution system. Further, all City-owned traffic, police and fire alarm conductors, and alarm boxes, and any City circuits on Company poles, and all cables installed by City

in ducts constructed by Company, shall be installed in strict compliance with the applicable provisions of the National Electrical Safety Code.

Section 13: The fee payable hereunder shall be the total compensation payable by Company to City for Company's use of the Public Rights-of-Way for the conduct of its business under the franchise. City agrees that any street rental ordinances currently in effect shall not be applicable to Company and City shall not charge any additional fee for the use or occupancy of the Public Rights-of-Way in City. If City does charge Company any additional fee for the use or occupancy of the Public Rights-of-Way in City, then Company may deduct the amount charged from the next succeeding franchise payment or payments until fully reimbursed. This does not bar the City from assessing against the Company or its property ad valorem taxes levied on property, excise taxes levied, or other taxes.

Section 14: City may initiate an audit or other inquiry, or may pursue a cause of action in relation to the payment of the fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than two (2) years before commencement of such audit, inquiry, or pursuit of a cause of action. All books and records related to Company's calculation of the fee shall be available to City. Upon receipt of a written request from City, such documents shall be made available for inspection no later than forty-five (45) days from the receipt of such request. Company shall make such documents available at the place such documents are located, at the Company's Beaumont office, or any location mutually agreed upon according to the needs and abilities of the respective parties. City shall advise Company of the results of the audit within two years of the initiation of the audit. City must make a written demand within

two years of the initiation of the audit or any claims associated with the audit shall be waived. Amounts due to City for past underpayments or amounts due Company for past overpayments shall include interest calculated using the annual interest rates for overcharges as set by the Public Utility Commission of Texas. Said interest shall be payable on such sum from the date the initial payment was due until it is paid.

Section 15: Within thirty (30) days of the Effective Date of any expansion, annexation, or de-annexation, or other lawful means of modifying the City’s boundaries, the City shall provide to Company reasonable notification of the change in the City’s boundaries.

Section 16: If the Company shall assign this Franchise to any other person or corporation (the “Assignee”) acquiring and duly authorized to acquire, own and operate the Company’s property and to carry on the Company’s business, the Assignee shall execute and deliver to the City an agreement in writing to be bound by all of the Company’s obligations, liabilities, and undertakings under this Franchise. The Assignee shall thereupon be deemed to be substituted for the Company, and the Company shall stand released from all obligations under this Franchise except such as have already accrued. If the Assignee fails to file such agreement within thirty (30) days after said assignment, City shall so notify in writing the Company and Assignee of this deficiency. Should Assignee fail to cure such deficiency within 30 days of the deficiency notification, this agreement shall terminate.

Section 17: As of the Effective Date, this franchise replaces all former franchise and/or street rental ordinances and agreements with Company, which are hereby repealed as to Company.

Section 18: Company shall, within sixty (60) days from the date of the final passage of this ordinance by the City Council of the City of Montgomery, file with the City Secretary of the City of Montgomery, a written statement signed in its name and behalf in the following form:

“To the Honorable Mayor and the City Council of the City of Montgomery:

Entergy Texas, Inc. hereby accepts the attached ordinance finally passed by the City Council of the City of Montgomery, the __ day of _____, 20____, and agrees to be bound by all of its terms and provisions.

Entergy Texas, Inc.

By _____

Dated the ___ day of _____, 20_____.”

Section 19: This franchise ordinance, after the passage of this ordinance, conditioned that Company file the written acceptance above provided, within the period provided, after the passage of this ordinance; shall be in force and effective as of the Effective Date, and thereupon this franchise shall become a binding contract; and shall exist for a period of twenty-five (25) years from the Effective Date.

Passed and duly enacted as an ordinance of the City of Montgomery, Texas, a regular meeting of the City Council of the City of Montgomery, Texas, in accordance with the laws of the State of Texas, on this the ____ day of _____, 20_____.

Said ordinance was introduced by _____;

Read in full to the members of the City Council/City Commission by _____;

moved the passage of such ordinance which was seconded by _____.

Thereupon, _____, _____, _____ and _____ voted for the passage of said ordinance and _____, _____ and _____ voted against the passage of such ordinance.

Mayor, City of Montgomery, Texas

Attest:

City Clerk

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This is to certify that the above and foregoing is a true and correct copy of an ordinance adopted by the City Council/City Commission of the City of Montgomery, Texas, at a regular meeting held on the ____ day of _____, 20____.

City Clerk

ATTACHMENT A

(date)

City of Montgomery

Dear Sir or Madam:

Enclosed is Entergy Texas, Inc.'s annual franchise fee payment for the twelve months ending _____ for the City of Montgomery.

KWh Delivered Within the City During the Twelve Months Ended	XXXXXXX
Rate per KWH of electricity	\$.XXXX
Franchise Fee	\$XXXXXXX

The information given in this statement has been taken from the books of the company and is, to the best of my knowledge and belief, true and correct.

Please contact _____ at (XXX) XXX-XXXX or me if you have any questions or need additional information.

Sincerely,

(XXX) XXX-XXXX

Please acknowledge receipt of payment by signing the attached copy of this notification and returning it in the envelope provided.

Received by:

Date:

ATTACHMENT B

ENTERGY TEXAS, INC.

Attn:
350 Pine Street
Beaumont, Texas 77701
(409) 981-2410

Incremental Franchise Fee Calculation
For the Period _____, 20__ through _____, 20__

CITY OF MONTGOMERY, TEXAS

KWH of electricity delivered by the utility to each retail customer whose consuming facility's point of delivery is located within the municipality's boundaries		xxx,xxx,xxx
Incremental Rate per KWH of electricity		\$0.xxxxxxx
Total Gross Incremental Franchise Fee		\$xxx,xxx.xx
Deductions:		
Texas Gross Receipts Tax	\$.xxxxx	(\$ x,xxx.xx)
Total Net Incremental Franchise Fee		\$xxx,xxx.xx
Payment will be wired on _____, 20__		

The information given in this statement has been taken from the books of the company and is, to the best of my knowledge and belief, true and correct.

Should you have any questions, please contact Jessica Holmes at (409) 981-2410.

Customer Service Support Manager

Montgomery City Council
AGENDA REPORT

Meeting Date: June 28, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on the following Ordinance: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS GRANTING TO ENTERGY TEXAS, INC. THE RIGHT, PRIVILEGE AND FRANCHISE TO CONDUCT WITHIN THE CITY AN ELECTRICAL LIGHTING AND POWER BUSINESS; PROVIDING AN EFFECTIVE DATE UPON ACCEPTANCE IN WRITING BY ENTERGY TEXAS, INC.

Recommendation

Adopt the Ordinance as presented.

Discussion

Cities allow utility providers and various types of communications companies to use city-owned rights-of-way to install and maintain their equipment. The Franchise Agreement is the document that governs use of city property for their purposes and the sets the fees paid by the company for that use. The proposed agreement is for a twenty-five-year term, and the last Franchise Agreement with Entergy was for a 50-year term (approved in 1972). This agreement does not grant an exclusive franchise to Entergy and would not affect any future deregulation of the electricity market in our area. A summary of the Agreement is as follows:

Basis of Agreement:

- Electric providers depend on reasonable use of public rights-of-way to install transmission lines
- Cities are the custodian of these publicly owned rights-of-way and it is reasonable to collect a fee for the use of them per the Public Utilities Regulatory Act

Terms:

- City grants to Entergy the right, privilege, and franchise to conduct business and to build and maintain an electrical grid and equipment within publicly owned rights-of-way
- Provides for how Entergy’s facilities can be relocated if necessary for road expansions
- Provides for maintenance practices such as tree trimming
- The Agreement is not exclusive (other electric companies could receive the same)
- Describes how the franchise fee is calculated (Base Franchise Fee Factor)
 - \$0.0021903 per kilowatt hour
 - Using my household as an example, we used 1710 kWh in May
 - \$3.74 of our May bill would be paid to the City as a franchise fee
- Base Franchise Fee for customers ONLY goes up if City adopts higher fee—it is not increased by Entergy during the 25-year agreement term

Approved By

Interim City Administrator	Dave McCorquodale	Date: 06/23/2022
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Montgomery City Council
AGENDA REPORT

Meeting Date: June 28, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding a nomination for the Montgomery County Emergency Communication District (MCECD) Board of Managers.

Recommendation

Discuss and decide whether to nominate someone for expiring term of Mr. Tramm.

Discussion

The MCECD is governed by a five-member Board of Managers appointed by cities within the county, the Commissioner’s Court, and county fire departments. Currently serving as city appointees are:

- Paul Virgadamo (City Administrator, Conroe)
- Richard Tramm (former City Administrator, Montgomery)

Mr. Tramm’s term ends on September 30, 2022. In speaking with Mr. VanSteenburg, his understanding is that Mr. Tramm intends to serve out the rest of his term. Practically speaking, this will include two more of the bi-monthly meetings of the MCECD board. Filling a position on the Board is a two-step process that includes:

1. Submitting nominations. (tonight’s action)
2. Electing the new Board member. (late July/early August).

Kathie Reyer, Shenandoah’s city administrator, has expressed interest in serving on the Board and asked the City Council to consider her as a nominee. Mr. VanSteenburg mentioned the MCECD has several nominees that do include Ms. Reyer. While there is merit to having someone from your city on the Board, it does not affect our ability only

Approved By

		Date:
Interim City Administrator	Dave McCorquodale	Date: 06/08/2022



Montgomery County Emergency Communication District

June 2, 2022

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 236,000 Montgomery County residents dialed 9-1-1 in the last year when they urgently needed the help of first responders.

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: Doug Adams

The term currently held by Richard Tramm will expire on September 30, 2022.

Enclosed is a nomination form for the city appointed position. Your city may nominate any qualified individual for a two-year term, expiring September 30, 2024.

Please complete and return the enclosed nomination form as soon as possible but no later than Friday, July 22, 2022. A ballot with the names of all the nominees will be sent in late July 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 two-year term
(currently held by Richard Tramm)
October 1, 2022 - September 30, 2024

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 22, 2022.



City Administrator's Report June 2022

City Administrator Search. Staff is working to provide timely information to SGR that will allow them to advance in the search process as efficiently as possible.

Annual Budget Preparation. Department heads are currently working on their initial planning in advance of next month's budget workshop. I'll be meeting with each of the departments in the coming weeks to discuss details.

Administrative Department updates:

- Utility Clerk staffing. Tyia Dixon has been hired as our new Utility Billing Clerk. She's been on board two weeks now and is training with Krysten who will transition to Building Permit Clerk full time once Tyia is done with training. This will bring staffing back up to two clerks in the front office. Stop by and meet her if you've not had the chance, we believe she will be an asset to the City and be an integral part of delivering exception service to residents.
- Records retention project. The City Secretary has scheduled a 3rd party review of City records in early September to ensure that we are compliant with retention requirements. This is part of a larger project to update our Records Management policies and procedures.



Development Report June 2022

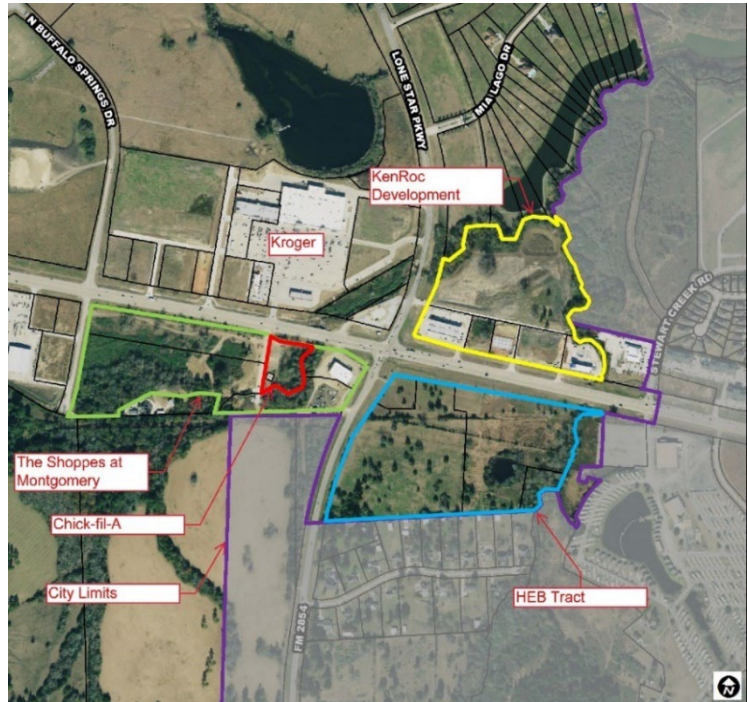
Dave McCorquodale, CPM, Interim City Administrator and
Director of Planning & Development

June continues the trend of high activity in residential and commercial markets. Residential lot inventory in the City is still on the rise and new developments will ensure attractive homesites remain available. Commercial construction activity continues within existing developments on the east end of the City. As the year progresses, we expect rising interest rates and construction costs to have some slowing effect on the pace of local development. The City is well-positioned for and preparing to meet the additional demand on City services and adjust to changing circumstances as needed.

Commercial Development

East End Commercial –

Construction on the east end of Montgomery continues at a steady pace. The 26-acre Shoppes at Montgomery is building a second retail center to accommodate new businesses. Discount Tire is in under engineering review. Popeye’s Louisiana Kitchen and Express Oil Change are in the early stages of development.



Central Business District & Historic Downtown –

Wings of Montgomery recently announced they were closing their doors. A prospective buyer of 504 Caroline St (next to the Wings restaurant) has discussed plans to renovate the historic home into professional office space.



Residential Development

Existing homesite inventory is available and several new residential subdivisions are under development in the City. Although mortgage interest rates are on the rise, Montgomery is a desirable community and demand for new housing will likely remain strong for the immediate future.

- 8 new homes completed in May
- 11 new single-family home permits issued in May

Hills of Town Creek Subdivision – Near Montgomery High School on the west side of the City, this subdivision has 130 single-family homesites. Plans for a new 70-lot section have recently been submitted to the City for review. This new addition will include extending Emma’s Way through to Lone Star Parkway to accommodate additional traffic.

Town Creek Crossing – This addition to the Buffalo Springs Planned Development includes approximately 140 residential homesites and eight commercial reserves. New home construction is currently underway.



Redbird Meadows – The City Council has approved a development and annexation agreement for a 388-acre single-family residential neighborhood in the southwest portion of the City. The plan calls for 588 new homes on lots ranging from 1/5-acre to 1/2-acre in size. More details will be included in the coming months as the plans take shape.

City Development Activities

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 east on SH105. Work is expected to be completed in September 2022.
- 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.
- Clepper Street Sidewalk Project: The City and MEDC are moving forward with a sidewalk project to connect the historic downtown to Fernland Historical Park, the public library, and Memory Park. The design plans are complete and the City is working with property owners to obtain sidewalk easements as needed. Bidding and project construction will follow.

Downtown Improvement Plan – This MEDC-funded project to improve the downtown area began in November 2020 and was adopted by the MEDC and City Council in November 2021. The adopted plan can be downloaded from the City website on the MEDC’s webpage.

The next phase of the project will be the roadway and streetscape design for McCown Street. The MEDC issued a Request for Qualifications for the project on April, 13, 2022 and selected the Gunda Corporation to move forward on the design of the project in May 2022. The City is currently working on a drainage study for the downtown area and is also working on water and sewer upgrades that will be done before the above-ground improvements are constructed.



McCOWN STREET PEDESTRIAN IMPROVEMENTS



Downtown concept drawing

Businesses Opened in 2022

Symmetry Brows – 21065 Eva Street Suite C

Forged 86 – 21065 Eva Street Suite H

Bride & Bloom Floristry & Farm – 21123 Eva Street Suite 100

Snacktime Express – Summit Business Park; Building F2, Ste. 202





City of Montgomery Planning & Zoning Commission June 2022 Monthly Progress Report

Commissioners:

- Place 1: Britnee Ghutzman
- Place 2: Bill Simpson, Vice-Chairman
- Place 3: Daniel Gazda
- Place 4: Merriam Walker
- Place 5: Jeffery Waddell, Chairman

The Commission held its Regular Meeting held on June 7, 2022 with all members present.

- Reviewed and gave preliminary approval on proposed exterior modifications for the Cozy Grape restaurant at 14340 Liberty Street in the Historic Preservation District
- Reviewed and recommended approval of a partial demolition of the structure at 504 Caroline Street in the Historic Preservation District. (approved by City Council on 6/14)
- Held two Public Hearings on the final report for the rezoning application for 504 Caroline Street from R1 – Single Family Residential to B – Commercial. Recommended approval of the request to City Council
- Reviewed a rezoning request for 504 Caroline Street in the Historic Downtown (adjacent to Wings of Montgomery). Approved a preliminary report and called Public Hearings to be held on June 7, 2022.

Upcoming P&Z agenda items:

Two exterior modifications reviews for downtown properties



City of Montgomery
Financial Report
5/31/2022

**CITY OF MONTGOMERY
ACCOUNT BALANCES 05-31-2022
For Meeting of June 28, 2022**

	<u>CHECKING ACCT BALANCES</u>	<u>PRIOR MONTH END INVESTMENTS</u>	<u>TOTAL FUNDS AVAILABLE</u>
<u>GENERAL FUNDS</u>			
OPERATING FUND #1017375	\$ 2,334,260.09		\$ 2,334,260.09
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		\$ -	\$ -
TEXPOOL - GENERAL FUND # 00003		\$ 15,341.66	\$ 15,341.66
TEXPOOL - RESERVE FUND # 00001		\$ 354,691.27	\$ 354,691.27
TOTAL GENERAL FUND	\$ 2,344,945.73	\$ 370,032.93	\$ 2,714,978.66
<u>CONSTRUCTION FUND</u>			
BUILDING FUND #1058528	\$ -		\$ -
CONSTRUCTION ACCOUNT #1058544	\$ 3,762.25		\$ 3,762.25
BOK FINANCIAL SERIES 2017A	\$ 103,076.75		\$ 103,076.75
BOK FINANCIAL SERIES 2017B	\$ 643,156.14		\$ 643,156.14
TEXPOOL - AMERICAN RESCUE PLAN # 00009		\$ 168,818.76	\$ 168,818.76
TEXPOOL - INFRASTRUCTURE # 0011		\$ 46,750.14	\$ 46,750.14
TEXPOOL - MOBILITY # 0012		\$ 10,010.69	\$ 10,010.69
TEXPOOL - BUILDING # 0013		\$ 713,114.16	\$ 713,114.16
INVESTMENTS - CONSTRUCTION		\$ -	\$ -
TOTAL CONSTRUCTION FUND	\$ 749,995.14	\$ 938,693.75	\$ 1,688,688.89
<u>DEBT SERVICE FUND</u>			
DEBT SERVICE FUND #7024730	\$ 151,581.90		\$ 151,581.90
TEXPOOL DEBT SERVICE # 00008	\$ -	\$ 517.84	\$ 517.84
TOTAL DEBT SERVICE FUND	\$ 151,581.90	\$ 517.84	\$ 152,099.74
<u>COURT SECURITY FUND</u> #1070580			
	\$ 5,268.81	\$ -	\$ 5,268.81
<u>COURT TECHNICAL FUND</u> #1058361			
	\$ 41,120.59	\$ -	\$ 41,120.59
<u>GRANT FUND</u>			
HOME GRANT ACCOUNT #1059104	\$ 10.00		\$ 10.00
GRANT ACCOUNT #1048479	\$ 10.00		\$ 10.00
TOTAL GRANT FUND	\$ 20.00	\$ -	\$ 20.00
<u>HOTEL OCCUPANCY TAX FUND</u> #1025253			
	\$ 20,013.71	\$ -	\$ 20,013.71
<u>MEDC</u>			
CHECKING ACCOUNT #1017938	\$ 1,707,283.77		\$ 1,707,283.77
TEXPOOL - MEDC # 00006		\$ 401,105.22	\$ 401,105.22
TEXPOOL - MEDC # 00005		\$ 239,174.32	\$ 239,174.32
TEXPOOL - MEDC # 00010		\$ 200,228.88	\$ 200,228.88
TOTAL MEDC	\$ 1,707,283.77	\$ 840,508.42	\$ 2,547,792.19
<u>POLICE ASSET FORFEITURES</u> #1047745			
	\$ 12,086.80		\$ 12,086.80
<u>UTILITY FUND</u>			
UTILITY FUND #1017383	\$ 1,849,280.64		\$ 1,849,280.64
INVESTMENTS - UTILITY FUND		\$ -	\$ -
TEXPOOL - UTILITY FUND # 00002		\$ 760,421.98	\$ 760,421.98
TOTAL UTILITY FUND	\$ 1,849,280.64	\$ 760,421.98	\$ 2,609,702.62
TOTAL ALL FUNDS	\$ 6,881,597.09	\$ 2,910,174.92	\$ 9,791,772.01
<u>INVESTMENTS</u>			
TEXPOOL - GENERAL FUND			\$ 370,032.93
INVESTMENTS - GENERAL FUND			\$ -
TEXPOOL - CONST # 00009			\$ 168,818.76
TEXPOOL - CONST # 00011			\$ 46,750.14
TEXPOOL - CONST # 00012			\$ 10,010.69
TEXPOOL - CONST # 00013			\$ 713,114.16
TEXPOOL - DEBT SERVICE # 00008			\$ 517.84
TEXPOOL - MEDC			\$ 401,105.22
INVESTMENTS - MEDC			\$ 239,174.32
INVESTMENTS - MEDC			\$ 200,228.88
TEXPOOL - UTILITY			\$ 760,421.98
INVESTMENTS - UTILITY			\$ -
TOTAL ALL INVESTMENTS			\$ 2,910,174.92

*Note:

List of Disbursements / Receipts - City of Montgomery for period 05/01 to 05/31/2022

Account
Fund: 100 - General Fund
Cash In Bank - General Fund

Post Date	Check / Deposit / ACH	Description	Amount
05/02/2022	Transfer	May 2022 Admin MEDC Transfers	\$ 4,583.33
05/03/2022	Transfer	Transfer From MEDC	\$ 2,840.40
05/03/2022	Transfer	Transfer From Utility Fund	\$ 15,388.97
05/11/2022	Deposit	May 2022 Sales Tax Allocation	\$ 484,876.92
05/31/2022	Deposit	May 2022 Beverage Tax	\$ 2,507.86
05/31/2022	Deposit	Centerpoint Franchise Fees	\$ 2,029.92
05/31/2022	Deposit	Miscellaneous Deposits May 2022	\$ 144,117.74
05/31/2022	Deposit	Court Deposits May 2022	\$ 23,963.31
05/31/2022	Deposit	Court Outstanding Deposit May 2022	\$ 1,539.60
05/31/2022	Deposit	Outstanding Miscellaneous Items May 2022	\$ 1,025.00
05/31/2022	Deposit	Tax Activity May 2022	\$ 4,166.53
05/31/2022	Deposit	Tax Activity May 2022	\$ 436.29
05/31/2022	Deposit	Tax Activity May 2022 - O/S	\$ 203.60
05/31/2022	Deposit	Tax Activity May 2022 - EOM	\$ 43.33
05/31/2022	Deposit	Tax Activity May 2022	\$ 10.02
05/31/2022	Transfer	Transfer from Utility Fund	\$ 19,853.12
05/31/2022	Transfer	Transfer from Utility Fund	\$ 13,235.37
05/31/2022	Transfer	Transfer from Utility Fund	\$ 13,068.58
05/31/2022	Transfer	Transfer from Utility Fund	\$ 3,036.83
05/31/2022	Transfer	Transfer from Utility Fund	\$ 2,643.93
05/31/2022	Transfer	Transfer from Utility Fund	\$ 1,849.95
05/31/2022	Transfer	Transfer from Utility Fund	\$ 1,275.64
05/31/2022	Transfer	Transfer from Utility Fund	\$ 500.00
05/31/2022	Transfer	Transfer from Utility Fund	\$ 382.94
05/31/2022	Transfer	Transfer from Utility Fund	\$ 318.08
05/31/2022	Transfer	Transfer from Utility Fund	\$ 117.26
05/31/2022	Transfer	Transfer from MEDC	\$ 29,199.58
05/31/2022	Transfer	Transfer from MEDC	\$ 14,326.66
05/31/2022	Transfer	Transfer from MEDC	\$ 2,840.40
05/31/2022	Transfer	Transfer from MEDC	\$ 494.40
05/31/2022	Transfer	Transfer from MEDC	\$ 110.42
05/31/2022	Transfer	Transfer from Court Security May 2022	\$ 75.00
		Total Deposits	\$ 791,060.98
05/06/2022	32336	Laurence F Daspit	\$ (192.99)
05/05/2022	32337	Abel Aguirre..	\$ (265.50)
05/05/2022	32338	Always Answer	\$ (95.46)
05/05/2022	32339	Amazon Capital Services	\$ (159.46)
05/05/2022	32340	Bobcat of Houston	\$ (55.74)
05/05/2022	32341	Entergy	\$ (536.76)
05/05/2022	32342	Iron Mountain	\$ (239.67)
05/05/2022	32343	Johnson Petrov LLP	\$ (9,423.23)
05/05/2022	32344	Kyle Hensley. - VOID	\$ -
05/05/2022	32345	Montgomery SH 105 Associates, LLC	\$ (28,653.32)
05/05/2022	32346	Municipal Accounts & Consulting, L.P.	\$ (5,272.50)
05/05/2022	32347	Nathaniel L. Graves. - VOID	\$ -
05/05/2022	32348	OCS	\$ (5,836.85)
05/05/2022	32349	Office Pride	\$ (1,039.20)
05/05/2022	32350	Omnibase Services of Texas, LP	\$ (690.00)
05/05/2022	32351	Rick Hanna, CBO	\$ (11,000.00)
05/05/2022	32352	Robert Rosenquist	\$ (1,000.00)
05/05/2022	32353	Sam Hendricks	\$ (50.00)
05/05/2022	32354	Spherion Staffing, LLC	\$ (1,829.10)
05/05/2022	32355	Suzanne Barker	\$ (50.00)
05/05/2022	32356	TML - IRP	\$ (8,283.34)
05/05/2022	32357	Tyler Technologies	\$ (315.00)
05/06/2022	DD	Payroll EFT	\$ (63,114.75)
05/06/2022	Transfer	Sales Tax MEDC Portion April 2022	\$ (69,648.27)
05/11/2022	Transfer	May 2022 Sales Tax Allocation	\$ (121,219.23)
05/13/2022	32358	Allen's Safe and Lock, LLC	\$ (35.00)
05/13/2022	32359	Applied Concepts, Inc.	\$ (470.00)
05/13/2022	32360	APWA Membership	\$ (430.00)
05/13/2022	32361	AT&T	\$ (814.14)
05/13/2022	32362	Auto Trust Repairs	\$ (867.97)
05/13/2022	32363	Conroe Courier.	\$ (17.00)
05/13/2022	32364	Consolidated Communications	\$ (1,434.36)
05/13/2022	32365	Daniel Trent Lozano	\$ (288.00)
05/13/2022	32366	Entergy	\$ (1,018.90)
05/13/2022	32367	Fastest Labs of NW Houston	\$ (45.00)

05/13/2022	32368	George Hernandez	\$	(288.00)
05/13/2022	32369	Houston Chronicle	\$	(934.00)
05/13/2022	32370	Impact Promotional Services LLC	\$	(6,375.61)
05/13/2022	32371	Interstate All Battery Center	\$	(275.79)
05/13/2022	32372	Joe Belmares	\$	(288.00)
05/13/2022	32373	Julie Davis	\$	(636.33)
05/13/2022	32374	Julie Long	\$	(50.00)
05/13/2022	32375	Kyle Hensley.	\$	(265.50)
05/13/2022	32376	Legal & Liability Risk Management Institute	\$	(325.00)
05/13/2022	32377	Melva S. Linton	\$	(150.00)
05/13/2022	32378	Montgomery Central Appraisal District	\$	(2,430.67)
05/13/2022	32379	OCS	\$	(148.50)
05/13/2022	32380	Office Pride	\$	(192.23)
05/13/2022	32381	Optiquet Internet Services, Inc	\$	(83.50)
05/13/2022	32382	O'Reilly Auto Parts	\$	(13.99)
05/13/2022	32383	Spherion Staffing, LLC	\$	(2,403.96)
05/13/2022	32384	Sterlington Medical	\$	(481.00)
05/13/2022	32385	Stowe's Collision Repair LLC	\$	(137.50)
05/13/2022	32386	Thomas Printing & Publishing	\$	(610.81)
05/13/2022	32387	Ultimate Lighting Solutions, LLC	\$	(432.48)
05/13/2022	32388	Valvoline Instant Oil Change	\$	(238.94)
05/13/2022	32389	Verizon	\$	(365.05)
05/13/2022	32390	Waller County Asphalt	\$	(250.88)
05/13/2022	32391	Wex Bank	\$	(1,944.01)
05/20/2022	32392	Laurence F Daspit	\$	(192.99)
05/18/2022	32393	Aflac	\$	(1,383.72)
05/18/2022	32394	Amazon Capital Services	\$	(372.96)
05/18/2022	32395	Boydd Products, Inc.	\$	(8,820.00)
05/18/2022	32396	Card Service Center	\$	(9,168.64)
05/18/2022	32397	Entergy	\$	(1,195.67)
05/18/2022	32398	Global Equipment Co. Inc.	\$	(965.14)
05/18/2022	32399	Gordon B. Dudley. Jr.	\$	(450.00)
05/18/2022	32400	Hunter P Kelly	\$	(869.63)
05/18/2022	32401	Jacob McRae	\$	(35.00)
05/18/2022	32402	Jim's Hardware	\$	(635.23)
05/18/2022	32403	Joe Belmares	\$	(371.12)
05/18/2022	32404	Lake Country Chevrolet Inc.	\$	(38,396.25)
05/18/2022	32405	Larry Evans	\$	(75.00)
05/18/2022	32406	LDC	\$	(89.77)
05/18/2022	32407	McCoy's Building Supply Corporation	\$	(98.80)
05/18/2022	32408	Melissa Griffin	\$	(76.00)
05/18/2022	32409	Montgomery SH 105 Associates, LLC	\$	(58,399.16)
05/18/2022	32410	NAPA Auto Parts	\$	(38.98)
05/18/2022	32411	Northwest Pest Patrol	\$	(435.00)
05/18/2022	32412	O'Reilly Automotive, Inc.	\$	(35.35)
05/18/2022	32413	Perdue, Brandon, Fielder, Collins, & Mott	\$	(4,795.00)
05/18/2022	32414	Pirtek Beltway North	\$	(75.00)
05/18/2022	32415	Rick Hanna, CBO	\$	(8,663.18)
05/18/2022	32416	TML-Health	\$	(29,627.50)
05/18/2022	32417	Tyler Technologies	\$	(3,045.00)
05/18/2022	32418	Verizon Connect NWF, Inc	\$	(80.95)
05/18/2022	32419	Wex Bank	\$	(4,629.91)
05/19/2022	32420	Michael Shirley	\$	(450.00)
05/19/2022	32421	Spherion Staffing, LLC	\$	(2,488.98)
05/20/2022	DD	Payroll EFT	\$	(63,232.31)
05/24/2022	32422	Byron Sanford	\$	(292.87)
05/25/2022	32423	A1 Installations, Inc	\$	(180.00)
05/25/2022	32424	Amazon Capital Services	\$	(186.99)
05/25/2022	32425	Anthony Lasky	\$	(104.28)
05/25/2022	32426	Auto Trust Repairs	\$	(75.00)
05/25/2022	32427	Coburn's Conroe Inc.	\$	(3,462.67)
05/25/2022	32428	Cody's Lawn Service LLC	\$	(12,085.65)
05/25/2022	32429	Consolidated Communications	\$	(134.65)
05/25/2022	32430	Houston Chronicle	\$	(228.20)
05/25/2022	32431	Jacob McRae	\$	(218.09)
05/25/2022	32432	Julie Davis	\$	(287.86)
05/25/2022	32433	Medical Air Services Association - VOID	\$	-
05/25/2022	32434	Naomi Weaver	\$	(150.00)
05/25/2022	32435	Optiquet Internet Services, Inc	\$	(380.00)
05/25/2022	32436	Perdue, Brandon, Fielder, Collins, & Mott	\$	(641.71)
05/25/2022	32437	Quiddity Engineering LLC	\$	(3,820.00)
05/25/2022	32438	Thomas Printing & Publishing	\$	(219.50)
05/25/2022	32439	UniFirst Holdings, Inc.	\$	(456.16)
05/26/2022	32440	Richard Tramm	\$	(43,651.01)
05/26/2022	32441	Spherion Staffing, LLC	\$	(1,604.85)
05/31/2022	DD	Payroll Entry for HSA May 2022	\$	(350.00)
05/31/2022	Transfer	Transfer to Court Security May 2022	\$	(18.88)
05/31/2022	Transfer	Transfer to Court Technology Fund	\$	(25.17)

05/31/2022	Transfer	Transfer to Utility Fund	\$ (135.00)
05/31/2022	Transfer	Transfer to MEDC Fund	\$ (150.00)
05/31/2022	Transfer	Transfer to Hotel Occupancy Tax Fund	\$ (519.00)
05/31/2022	Transfer	Transfer to Debt Service Fund	\$ (1,721.96)
05/31/2022	Transfer	Transfer to MEDC Fund	\$ (3,187.50)
05/03/2022	ACH	Staples Business Credit	\$ (252.71)
05/06/2022	ACH	Office of the Attorney General	\$ (1,205.54)
05/11/2022	ACH	EFTPS	\$ (2,445.36)
05/11/2022	ACH	EFTPS	\$ (7,710.01)
05/11/2022	ACH	EFTPS	\$ (10,456.22)
05/20/2022	ACH	Pitney Bowes, Inc	\$ (223.97)
05/20/2022	ACH	Office of the Attorney General	\$ (1,205.54)
05/25/2022	ACH	EFTPS	\$ (2,447.56)
05/25/2022	ACH	EFTPS	\$ (7,656.15)
05/25/2022	ACH	EFTPS	\$ (10,465.62)
05/31/2022	ACH	EFTPS	\$ (2,265.82)
05/31/2022	ACH	EFTPS	\$ (9,688.36)
05/31/2022	ACH	EFTPS	\$ (24,179.60)
05/31/2022	ACH	TMRS	\$ (41,943.96)
05/31/2022	Bank Chg/Rtnd Check	Bank Charges/Returned Checks	\$ (1,272.68)
Total Disbursements			\$ (790,610.83)

Fund: 200 - Capital Projects
Cash In Bank - Construction Fund

Post Date	Check / Deposit / ACH	Description	Amount
05/17/2022	Transfer	Transfer from Utility Fund to Capital Projects Fund for WP#3	\$ 50,000.00
05/31/2022	Transfer	Proceeds - Series 2022 Tax Notes	\$ 1,705,190.97
05/31/2022	Transfer	Transfer From Texpool - 0013	\$ 992,404.49
Total Deposits			\$ 2,747,595.46
05/18/2022	1384	R&B Group, Incorporated	\$ (245,079.18)
05/25/2022	1385	Quiddity Engineering LLC	\$ (1,957.50)
05/31/2022	Transfer	Transfer To Old Republic National Title Insurance Company	\$ (992,404.49)
05/31/2022	Transfer	Transfer to Texpool - 0013	\$ (1,705,190.97)
Total Disbursements			\$ (2,944,632.14)

Texpool - Building

05/31/2022	Transfer	Transfer from Capital Projects - Series 2022 Proceeds	\$ 1,705,190.97
Total Deposits			\$ 1,705,190.97
05/31/2022	Transfer	Transfer to Capial Projects - Building Proceeds	\$ (992,404.49)
Total Disbursements			\$ (992,404.49)

Fund: 300 - Water & Sewer
Cash in Bank - Water & Sewer Fund

Post Date	Check / Deposit / ACH	Description	Amount
05/31/2022	Deposit	May 2022 Utility Collections	\$ 847.50
05/31/2022	Deposit	May 2022 Utility Collections	\$ 70.00
05/31/2022	Deposit	May 2022 Utility Collections	\$ 3,641.10
05/31/2022	Deposit	May 2022 Utility Collections	\$ 185,776.66
05/31/2022	Deposit	May 2022 Utility Collections	\$ 4,580.00
05/31/2022	Transfer	Transfer From General Fund	\$ 135.00
Total Deposits			\$ 195,050.26
05/03/2022	ACH	State Comptroller	\$ (1,382.61)
05/05/2022	15779	Adams Homes	\$ (268.18)
05/05/2022	15780	Andrew Lee	\$ (77.20)
05/05/2022	15781	Badger Meter	\$ (1,092.03)
05/05/2022	15782	Dataprose LLC	\$ (770.84)
05/05/2022	15783	Douglas Martin	\$ (30.05)
05/05/2022	15784	Entergy	\$ (301.84)
05/05/2022	15785	Erica Anderson	\$ (71.87)
05/05/2022	15786	Gery & Becky Dobbins	\$ (155.71)
05/05/2022	15787	James Blaszcak	\$ (323.18)
05/05/2022	15788	James Conlee	\$ (73.59)
05/05/2022	15789	Joel R Marriner	\$ (73.59)
05/05/2022	15790	Joshua H Spikerman	\$ (39.27)
05/05/2022	15791	Primoris T&D	\$ (474.50)
05/05/2022	15792	Robert Ketchum	\$ (70.15)
05/05/2022	15793	SFR JV-2 Property LLC	\$ (73.59)
05/05/2022	15794	Stylecraft Builders	\$ (242.08)
05/05/2022	15795	Susan Hartle	\$ (39.27)
05/05/2022	15796	Tyler Technologies	\$ (322.50)
05/12/2022	15797	Accurate Utility Supply, LLC	\$ (1,127.25)
05/12/2022	15798	Electrical Field Services, Inc.	\$ (403.65)
05/12/2022	15799	Entergy	\$ (7,168.57)
05/12/2022	15800	K-3 Resources, LP	\$ (5,167.50)
05/12/2022	15801	Texas Excavation Safety System, Inc.	\$ (132.05)

05/12/2022	15802	Waste Management (2)	\$ (1,152.57)
05/18/2022	15803	Accurate Utility Supply, LLC	\$ (3,360.00)
05/18/2022	15804	C & C Water Services, LLC	\$ (35,480.00)
05/18/2022	15805	DSHS Central Lab MC2004	\$ (441.52)
05/18/2022	15806	DXI Industries Inc.	\$ (340.47)
05/18/2022	15807	LDC	\$ (257.58)
05/18/2022	15808	Rellim Well Service, LLC	\$ (6,000.00)
05/18/2022	15809	Tyler Technologies	\$ (41.00)
05/18/2022	15810	Vulcan Materials Company	\$ (89.06)
05/18/2022	15811	Waste Management	\$ (16,946.24)
05/25/2022	15812	Coburn's Conroe Inc.	\$ (466.78)
05/25/2022	15813	DXI Industries Inc.	\$ (100.00)
05/03/2022	Transfer	Payroll Journal Entry Utility Fund May 2022	\$ (15,388.97)
05/17/2022	Transfer	Transfer from Utility Fund to Capital Projects Fund for WP#3	\$ (50,000.00)
05/31/2022	Transfer	Transfer To General Fund	\$ (382.94)
05/31/2022	Transfer	Transfer To General Fund	\$ (13,068.58)
05/31/2022	Transfer	Transfer To General Fund	\$ (1,849.95)
05/31/2022	Transfer	Transfer To General Fund	\$ (318.08)
05/31/2022	Transfer	Transfer To General Fund	\$ (2,643.93)
05/31/2022	Transfer	Transfer To General Fund	\$ (2,851.19)
05/31/2022	Transfer	Transfer To General Fund	\$ (19,853.12)
05/31/2022	Transfer	Transfer To General Fund	\$ (3,036.83)
05/31/2022	Transfer	Transfer To General Fund	\$ (117.26)
05/31/2022	Transfer	Transfer To General Fund	\$ (500.00)
05/31/2022	Transfer	Transfer To General Fund	\$ (1,275.64)
05/31/2022	Transfer	Transfer To General Fund	\$ (13,235.37)
Total Disbursements			\$ (209,078.15)

Fund: 400 - MEDC
Cash In Bank - MEDC Checking

Post Date	Check / Deposit / ACH	Description	Amount
05/11/2022	Transfer	May 2022 Sales Tax Allocation	\$ 121,219.23
05/31/2022	Transfer	Antiques Festival	\$ 3,337.50
Total Deposits			\$ 124,556.73
05/02/2022	2194	Texas Historical Commission	\$ (100.00)
05/02/2022	2195	Rebecca Huss	\$ (1,500.00)
05/04/2022	2196	Montgomery County United	\$ (4,000.00)
05/05/2022	2197	Amy Brown	\$ (98.79)
05/05/2022	2198	Swank Motion Pictures, Inc.	\$ (1,950.00)
05/11/2022	2199	Applied Production Services, Inc.	\$ (6,046.00)
05/11/2022	2200	Kevin Smith.	\$ (1,400.00)
05/18/2022	2201	Amazon Capital Services, Inc	\$ (53.94)
05/18/2022	2202	Honey Bucket	\$ (490.00)
05/24/2022	2203	Rebecca Huss	\$ (555.69)
05/02/2022	Transfer	May 2022 Admin MEDC Transfers	\$ (4,583.33)
05/03/2022	Transfer	Payroll Journal Entry MEDC May 2022	\$ (2,840.40)
05/31/2022	Transfer	Payroll Journal Entry MEDC May 2022	\$ (2,840.40)
05/31/2022	Transfer	Transfer to General Fund	\$ (14,326.66)
05/31/2022	Transfer	Transfer to General Fund	\$ (110.42)
05/31/2022	Transfer	Transfer to General Fund	\$ (29,199.58)
05/31/2022	Transfer	Transfer to General Fund	\$ (494.40)
Total Disbursements			\$ (70,589.61)

Texpool - Reimbursement / Kroger

05/01/2022	Transfer	May 2022 MEDC Kroger Transfer	\$ 20,833.33
Total Deposits			\$ 20,833.33

Texpool - MEDC General

05/01/2022	Transfer	May 2022 MEDC Kroger Transfer	\$ (20,833.33)
Total Disbursements			\$ (20,833.33)

Fund: 500 - Debt Service
Cash In Bank - Debt Service Fund

Post Date	Check / Deposit / ACH	Description	Amount
05/31/2022	Transfer	Journal Entry for Tax Activity May 2022	\$ 1,721.96
Total Deposits			\$ 1,721.96

Fund: 700 - Court Security
Cash in Bank - Court Security

Post Date	Check / Deposit / ACH	Description	Amount
05/31/2022	Transfer	Transfer from General Fund	\$ 18.88

Total Deposits \$ 18.88

05/31/2022	Transfer	Transfer to General Fund		\$ (75.00)
			Total Disbursements	\$ (75.00)

Fund: 750 - Court Technology
Cash In Bank - Court Technology

Post Date	Check / Deposit / ACH	Description		Amount
05/31/2022	Transfer	Transfer from General Fund		\$ 25.17
			Total Deposits	\$ 25.17

Fund: 800 - Hotel Occupancy
Cash In Bank - Hotel Occupancy

Post Date	Check / Deposit / ACH	Description		Amount
05/31/2022	Transfer	Transfer From General Fund		\$ 519.00
			Total Deposits	\$ 519.00

Fund: 850- Police Asset - No activity for Month of April

Interest on Bank Accounts :			Amount
BOK Financial 2123	Series 2017B		\$ 3.97
BOK Financial 2124	Series 2017A		\$ 0.64
Texpool XXXX0001	General Fund - Reimb		\$ 187.48
Texpool XXXX0002	Utility Fund		\$ 401.99
Texpool XXXX0003	General Fund		\$ 8.15
Texpool XXXX0005	MEDC Fund - Reimb		\$ 125.49
Texpool XXXX0006	MEDC Fund		\$ 213.03
Texpool XXXX0009	Capital Projects - American Rescue Plan		\$ 126.39
Texpool XXXX0010	MEDC Fund - Downtown Development		\$ 105.84
Texpool XXXX0011	Capital Projects - Mobility		\$ 5.35
Texpool XXXX0012	Capital Projects - Infrastructure		\$ 24.71
FFB General Fund XXXX7375	General Fund		\$ 76.03
FFB General Fund XXXX7383	Utility Fund		\$ 61.94
FFB General Fund XXXX7938	MEDC Fund		\$ 55.63
FFB General Fund XXXX8361	Court Tech Fund		\$ 0.67
FFB General Fund XXXX5253	Hotel Occupancy		\$ 0.33
FFB General Fund XXXX4730	Debt Service		\$ 3.73



Budget Report 05/2022

Account Summary

For Fiscal: 2021-2022 Period Ending: 05/31/2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - General Fund						
Revenue						
100-00-14010-0000000	Taxes & Franchise Fees - Beverage Tax	31,000.00	31,000.00	2,507.86	18,146.79	12,853.21
100-00-14020-0000000	Taxes & Franchise Fees - Franchise Tax	95,000.00	95,000.00	2,029.92	11,757.31	83,242.69
100-00-14030-0000000	Taxes & Franchise Fees - Ad Valorem Taxes	889,101.00	889,101.00	2,847.53	890,896.39	(1,795.39)
100-00-14040-0000000	Taxes & Franchise Fees - PID Tax Revenue	39,000.00	39,000.00	-	38,564.38	435.62
100-00-14050-0000000	Taxes & Franchise Fees - Penalties & Interest	10,000.00	10,000.00	280.26	2,925.26	7,074.74
100-00-14060-0000000	Taxes & Franchise Fees - Rendition Penalties	100.00	100.00	10.02	56.63	43.37
100-00-14070-0000000	Taxes & Franchise Fees - Sales Tax	2,305,576.00	2,305,576.00	242,438.46	1,539,421.26	766,154.74
100-00-14080-0000000	Taxes & Franchise Fees - Sales Tax ILO AdVal Tax	1,152,789.00	1,152,789.00	121,219.23	769,710.63	383,078.37
100-00-14110-0000000	Permits & Licenses - Building Permits/MEP	250,000.00	250,000.00	47,674.50	305,893.50	(55,893.50)
100-00-14120-0000000	Permits & Licenses - Vendor/Beverage Permits	1,500.00	1,500.00	120.00	2,630.00	(1,130.00)
100-00-14130-0000000	Permits & Licenses - Sign Fee	1,000.00	1,000.00	100.00	1,450.00	(450.00)
100-00-14140-0000000	Permits & Licenses - Plats, Zoning, Misc.	5,000.00	5,000.00	550.00	3,083.00	1,917.00
100-00-14150-0000000	Permits & Licenses - Culverts	-	-	958.50	1,568.25	(1,568.25)
100-00-14210-0000000	Fees for Service - Community Building Rental	16,000.00	16,000.00	1,350.00	6,975.00	9,025.00
100-00-14230-0000000	Fees for Service - Right of Way Use Fees	5,000.00	5,000.00	1,510.84	4,742.79	257.21
100-00-14310-0000000	Court Fines & Forfeitures - Collection Fees	15,000.00	15,000.00	554.49	9,690.54	5,309.46
100-00-14320-0000000	Court Fines & Forfeitures - Asset Forfeitures	100.00	100.00	-	-	100.00
100-00-14340-0000000	Court Fines & Forfeitures - Child Belt/Safety	500.00	500.00	-	175.00	325.00
100-00-14360-0000000	Court Fines & Forfeitures - Fines	300,000.00	300,000.00	24,854.95	213,319.54	86,680.46
100-00-14370-0000000	Court Fines & Forfeitures - OMNI	1,600.00	1,600.00	51.29	906.76	693.24
100-00-14390-0000000	Court Fines & Forfeitures - Warrant Fees	50.00	50.00	-	-	50.00
100-00-14400-0000000	Court Fines & Forfeitures - Judicial Efficiency	700.00	700.00	3.33	70.87	629.13
100-00-14410-0000000	Court Fines & Forfeitures - Accident Reports	500.00	500.00	-	-	500.00
100-00-14520-0000000	Other Revenues - Park Revenue	-	-	(50.00)	(50.00)	50.00
100-00-14530-0000000	Other Revenues - Wrecker Service Fees	245.00	245.00	-	-	245.00
100-00-14570-0000000	Other Revenues - Lease Funds - PD	1,300.00	1,300.00	-	1,111.94	188.06
100-00-14650-0000000	Other Revenues - Unanticipated Income	15,000.00	15,000.00	937.75	16,623.19	(1,623.19)
100-00-14670-0000000	Other Revenues - Interest Income	750.00	750.00	76.03	542.78	207.22
100-00-14680-0000000	Other Revenues - Interest on Investments	1,200.00	1,200.00	195.63	929.37	270.63
100-00-14880-F4332DR	Other Revenues - FEMA Reimb - Atkins Creek	-	-	-	31,864.47	(31,864.47)
100-00-14910-0000000	Other Revenues - Grant Revenue - Police	42,075.00	42,075.00	-	1,755.72	40,319.28
100-00-14930-0000000	Other Revenues - American Rescue Plan Funds	168,494.00	168,494.00	-	-	168,494.00
100-00-14950-0000000	Transfers In - Admin from MEDC	55,000.00	55,000.00	4,583.33	32,083.32	22,916.68
100-00-14960-0000000	Transfers In - Admin from Court Security	2,500.00	2,500.00	-	-	2,500.00
	Revenue Total:	5,406,080.00	5,406,080.00	454,803.92	3,906,844.69	1,499,235.31
Expense						
100-10-16002-0000000	Personnel - Health Insurance	45,000.00	45,000.00	3,884.50	28,360.63	16,639.37
100-10-16003-0000000	Personnel - Unemployment Insurance	1,000.00	1,000.00	2.40	121.44	878.56
100-10-16004-0000000	Personnel - Workers Comp	3,500.00	3,500.00	99.87	3,436.05	63.95
100-10-16005-0000000	Personnel - Dental & Vision Insurance	4,500.00	4,500.00	536.43	2,829.77	1,670.23
100-10-16006-0000000	Personnel - Life & AD&D Insurance	700.00	700.00	-	257.20	442.80
100-10-16008-0000000	Personnel - Payroll Taxes	35,000.00	35,000.00	-	14,980.35	20,019.65
100-10-16009-0000000	Personnel - Wages	465,500.00	465,500.00	108,131.64	393,741.45	71,758.55
100-10-16010-0000000	Personnel - Overtime	1,000.00	1,000.00	67.98	6,136.32	(5,136.32)
100-10-16011-0000000	Personnel - Employee Assistance Program	500.00	500.00	-	-	500.00
100-10-16012-0000000	Personnel - Retirement Expense	45,000.00	45,000.00	-	18,825.27	26,174.73
100-10-16013-0000000	Personnel - MASA	400.00	400.00	-	104.03	295.97
100-10-16014-0000000	Personnel - COLA	8,961.00	8,961.00	-	-	8,961.00
100-10-16015-0000000	Personnel - Dependent Insurance	21,950.00	21,950.00	-	-	21,950.00
100-10-16101-0000000	Communications - Advertising / Promotion	2,000.00	2,000.00	493.98	1,002.52	997.48
100-10-16102-0000000	Communications - Legal Notices & Publications	5,000.00	5,000.00	1,179.20	3,413.40	1,586.60
100-10-16103-0000000	Communications - Recording Fees	2,500.00	2,500.00	-	-	2,500.00
100-10-16104-0000000	Communications - Community Relations	4,000.00	4,000.00	92.98	813.18	3,186.82

Budget Report 05/2022

For Fiscal: 2021-2022 Period Ending: 05/31/2022

	Original	Current	MTD Activity	YTD Activity	Budget	
	Total Budget	Total Budget			Remaining	
100-10-16202-0000000	Contract Services - General Consultant Fees	20,000.00	20,000.00	-	39.65	19,960.35
100-10-16203-0000000	Contract Services - Sales Tax Tracking	8,000.00	8,000.00	1,400.00	9,800.00	(1,800.00)
100-10-16209-0000000	Contract Services - Records Shredding	400.00	400.00	-	345.48	54.52
100-10-16210-0000000	Contract Services - Inspections Permits Backflows	195,000.00	195,000.00	22,522.76	165,755.65	29,244.35
100-10-16213-0000000	Contract Services - Legal Fees	40,000.00	40,000.00	7,860.13	41,531.07	(1,531.07)
100-10-16216-0000000	Contract Services - Audit Fees	25,000.00	25,000.00	7,779.00	32,774.00	(7,774.00)
100-10-16217-0000000	Contract Services - Engineering	2,000.00	2,000.00	-	-	2,000.00
100-10-16223-0000000	Contract Services - Accounting Fees	35,000.00	35,000.00	-	41,839.50	(6,839.50)
100-10-16224-0000000	Contract Services - Repairs & Maintenance	1,000.00	1,000.00	-	-	1,000.00
100-10-16239-0000000	Contract Services - Printing & Office supplies	5,000.00	5,000.00	719.90	4,167.93	832.07
100-10-16241-0000000	Contract Services - Computers/Website	2,500.00	2,500.00	-	2,500.00	-
100-10-16242-0000000	Contract Services - Postage/Delivery	2,000.00	2,000.00	223.97	1,265.85	734.15
100-10-16243-0000000	Contract Services - Telephone	12,000.00	12,000.00	628.92	5,204.84	6,795.16
100-10-16244-0000000	Contract Services - Tax Assessor Fees	10,000.00	10,000.00	2,430.67	7,292.01	2,707.99
100-10-16245-0000000	Contract Services - Election	14,500.00	14,500.00	-	104.72	14,395.28
100-10-16249-0000000	Contract Services - Computer/Technology	19,500.00	19,500.00	2,596.83	20,593.25	(1,093.25)
100-10-16252-0000000	Contract Services- Code Enforcement	30,000.00	30,000.00	-	3,537.50	26,462.50
100-10-16254-0000000	Contract Services - Software Upgrades	78,500.00	78,500.00	2,296.09	58,867.71	19,632.29
100-10-16404-0000000	Supplies & Equipment - Copier/Fax Machine	10,000.00	10,000.00	-	6,126.01	3,873.99
100-10-16405-0000000	Supplies & Equipment - Operating Supplies	4,000.00	4,000.00	485.99	1,336.10	2,663.90
100-10-16417-0000000	Supplies & Equipment - Capital Pur. Furniture	1,500.00	1,500.00	-	901.99	598.01
100-10-16501-0000000	Staff Development - Training & Education	-	-	-	400.00	(400.00)
100-10-16502-0000000	Staff Development - Dues & Subscriptions	5,000.00	5,000.00	17.00	1,043.90	3,956.10
100-10-16503-0000000	Staff Development - Travel & Training Staff	10,000.00	10,000.00	719.28	5,183.23	4,816.77
100-10-16504-0000000	Staff Development - Travel & Training Council	5,000.00	5,000.00	1,217.06	3,723.86	1,276.14
100-10-16701-0000000	Insurance - Liability	7,000.00	7,000.00	479.54	4,090.86	2,909.14
100-10-16702-0000000	Insurance - Property	5,300.00	5,300.00	403.36	3,242.03	2,057.97
100-10-16703-0000000	Insurance - Bond	500.00	500.00	-	-	500.00
100-10-16915-0000000	Capital Outlay - Laserfische Software	7,200.00	7,200.00	-	7,132.80	67.20
100-10-16923-0000000	Capital Outlay - General Improvements	-	-	-	343.59	(343.59)
100-10-17001-0000000	Misc Expenses - Other	1,000.00	1,000.00	1,272.70	22,784.53	(21,784.53)
100-10-17004-0000000	Misc Expenses - Captial Proj Trans Infra 24013	349,809.00	349,809.00	-	-	349,809.00
100-10-17180-0000000	Leases - Parks and Recreation - Adams Park	8,000.00	8,000.00	-	7,941.95	58.05
100-10-17310-KROGERO	Tax Rebatement -Sales Tax Rebate	250,000.00	250,000.00	20,833.33	166,666.66	83,333.34
100-10-17320-380AGRO	Tax Rebatement - 380 Ad Valorem Tax Rebate	115,000.00	115,000.00	9,583.33	76,666.66	38,333.34
100-10-17330-0000000	Tax Rebatement - PID Property Tax Reimb	38,815.00	38,815.00	-	-	38,815.00
	Subtotal Administrative Expenses	1,965,035.00	1,965,035.00	197,958.84	1,177,224.94	787,810.06
100-11-16002-0000000	Personnel - Health Insurance	123,000.00	123,000.00	11,450.40	87,248.70	35,751.30
100-11-16003-0000000	Personnel - Unemployment Insurance	2,260.00	2,260.00	1.45	278.12	1,981.88
100-11-16004-0000000	Personnel - Workers Comp	27,000.00	27,000.00	1,522.18	16,865.08	10,134.92
100-11-16005-0000000	Personnel - Dental & Vision Insurance	12,000.00	12,000.00	921.80	7,527.44	4,472.56
100-11-16006-0000000	Personnel - Life & AD&D Insurance	4,200.00	4,200.00	-	1,233.60	2,966.40
100-11-16008-0000000	Personnel - Payroll Taxes	105,000.00	105,000.00	-	28,649.25	76,350.75
100-11-16009-0000000	Personnel - Wages	965,000.00	965,000.00	105,291.57	715,066.15	249,933.85
100-11-16010-0000000	Personnel - Overtime	50,000.00	50,000.00	4,529.22	51,096.18	(1,096.18)
100-11-16011-0000000	Personnel - Employee Assistance Program	1,050.00	1,050.00	-	-	1,050.00
100-11-16012-0000000	Personnel - Retirement Expense	90,000.00	90,000.00	-	36,725.38	53,274.62
100-11-16013-0000000	Personnel - MASA	850.00	850.00	-	310.19	539.81
100-11-16014-0000000	Personnel - COLA	18,850.00	18,850.00	-	-	18,850.00
100-11-16015-0000000	Personnel - Dependent Insurance	49,850.00	49,850.00	-	-	49,850.00
100-11-16104-0000000	Communications - Community Relations	5,500.00	5,500.00	1,309.95	4,969.87	530.13
100-11-16209-0000000	Contract Services - Records Shredding	500.00	500.00	-	286.19	213.81
100-11-16226-0000000	Contract Services - Maint - Vehicles & Equipment	-	-	20.00	20.00	(20.00)
100-11-16227-0000000	Contract Services - Gas/Oil	40,000.00	40,000.00	4,669.31	31,053.06	8,946.94
100-11-16229-0000000	Contract Services - Auto Repairs	27,000.00	27,000.00	2,610.23	22,378.03	4,621.97
100-11-16230-0000000	Contract Services - Equipment repairs	5,000.00	5,000.00	903.48	2,139.48	2,860.52
100-11-16239-0000000	Contract Services - Printing & Office supplies	4,000.00	4,000.00	160.46	1,378.08	2,621.92
100-11-16241-0000000	Contract Services - Computers/Website	8,000.00	8,000.00	-	-	8,000.00
100-11-16242-0000000	Contract Services - Postage/Delivery	500.00	500.00	-	341.45	158.55
100-11-16243-0000000	Contract Services - Telephone	10,000.00	10,000.00	865.43	6,785.47	3,214.53
100-11-16247-0000000	Contract Services - Mobil Data Terminal	12,000.00	12,000.00	814.14	6,224.02	5,775.98
100-11-16249-0000000	Contract Services - Computer/Technology	10,000.00	10,000.00	2,160.00	23,123.37	(13,123.37)
100-11-16401-0000000	Supplies & Equipment - Radio Fees	5,200.00	5,200.00	-	-	5,200.00
100-11-16402-0000000	Supplies & Equipment - Uniforms & Safety Equip	9,000.00	9,000.00	5,323.71	9,430.06	(430.06)
100-11-16403-0000000	Supplies & Equipment - Protective Gear	7,000.00	7,000.00	-	-	7,000.00
100-11-16404-0000000	Supplies & Equipment - Copier/Fax Machine	5,500.00	5,500.00	-	3,795.02	1,704.98
100-11-16405-0000000	Supplies & Equipment - Operating Supplies	7,000.00	7,000.00	1,207.24	6,491.45	508.55
100-11-16411-0000000	Supplies & Equipment - Tools, Etc,	300.00	300.00	-	200.00	100.00
100-11-16415-0000000	Supplies & Equipment - Emergency Equipment	15,000.00	15,000.00	8,887.25	11,251.48	3,748.52
100-11-16416-0000000	Supplies & Equipment - Radios	21,902.00	21,902.00	-	1,170.00	20,732.00
100-11-16417-0000000	Supplies & Equipment - Capital Pur. Furniture	1,500.00	1,500.00	-	-	1,500.00

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For Fiscal: 2021-2022 Period Ending: 05/31/2022

	Original	Current	For Fiscal: 2021-2022 Period Ending: 05/31/2022		Budget	
	Total Budget	Total Budget	MTD Activity	YTD Activity	Remaining	
100-11-16502-0000000	Staff Development - Dues & Subscriptions	2,500.00	2,500.00	111.00	1,069.25	1,430.75
100-11-16503-0000000	Staff Development - Travel & Training Staff	21,000.00	21,000.00	4,382.59	17,331.27	3,668.73
100-11-16701-0000000	Insurance - Liability	17,000.00	17,000.00	3,674.57	15,466.79	1,533.21
100-11-16702-0000000	Insurance - Property	5,000.00	5,000.00	406.00	3,369.10	1,630.90
100-11-16906-0000000	Capital Outlay - Police Cars	40,000.00	40,000.00	-	-	40,000.00
100-11-16907-0000000	Capital Outlay - Emergency Lights, Decals	7,500.00	7,500.00	-	3,112.37	4,387.63
100-11-16910-0000000	Capital Outlay - Vehicle Replacement - CPF 24011	15,000.00	15,000.00	4,708.75	4,708.75	10,291.25
100-11-16911-0000000	Capital Outlay - Computers Equipment	18,000.00	18,000.00	-	6,132.92	11,867.08
100-11-16912-0000000	Capital Outlay - Copsync	7,000.00	7,000.00	-	-	7,000.00
100-11-16913-0000000	Capital Outlay - Radar	12,500.00	12,500.00	470.00	6,857.00	5,643.00
100-11-16916-0000000	Capital Outlay - Investigate & Testing Equipment	6,500.00	6,500.00	2,795.00	7,011.22	(511.22)
100-11-16917-0000000	Capital Outlay - Ballistic Vests & Shields	14,000.00	14,000.00	1,201.80	7,498.60	6,501.40
100-11-16919-0000000	Capital Outlay - Patrol Weapons	12,000.00	12,000.00	1,714.50	10,054.98	1,945.02
100-11-16920-0000000	Capital Outlay - Traffic Equipment	27,000.00	27,000.00	-	47,397.00	(20,397.00)
100-11-16921-0000000	Capital Outlay - Office Maintenance	11,800.00	11,800.00	-	9,247.45	2,552.55
100-11-17001-0000000	Misc Expenses - Other	2,500.00	2,500.00	-	2,197.12	302.88
	Subtotal Police Department Expenses	1,863,262.00	1,863,262.00	172,112.03	1,217,490.94	645,771.06
100-12-16002-0000000	Personnel - Health Insurance	23,000.00	23,000.00	1,820.99	14,093.36	8,906.64
100-12-16003-0000000	Personnel - Unemployment Insurance	400.00	400.00	1.74	125.59	274.41
100-12-16004-0000000	Personnel - Workers Comp	6,000.00	6,000.00	322.09	5,539.55	460.45
100-12-16005-0000000	Personnel - Dental & Vision Insurance	1,800.00	1,800.00	118.84	1,133.90	666.10
100-12-16006-0000000	Personnel - Life & AD&D Insurance	300.00	300.00	-	46.80	253.20
100-12-16008-0000000	Personnel - Payroll Taxes	12,900.00	12,900.00	-	5,587.28	7,312.72
100-12-16009-0000000	Personnel - Wages	155,800.00	155,800.00	13,309.03	111,914.54	43,885.46
100-12-16010-0000000	Personnel - Overtime	2,000.00	2,000.00	427.89	3,060.03	(1,060.03)
100-12-16011-0000000	Personnel - Employee Assistance Program	500.00	500.00	-	-	500.00
100-12-16012-0000000	Personnel - Retirement Expense	10,915.00	10,915.00	-	6,168.21	4,746.79
100-12-16013-0000000	Personnel - MASA	-	-	-	28.00	(28.00)
100-12-16014-0000000	Personnel - COLA	2,806.00	2,806.00	-	-	2,806.00
100-12-16015-0000000	Personnel - Dependent Insurance	5,400.00	5,400.00	-	-	5,400.00
100-12-16101-0000000	Communications - Advertising / Promotion	500.00	500.00	-	-	500.00
100-12-16102-0000000	Communications - Legal Notices & Publications	1,500.00	1,500.00	-	-	1,500.00
100-12-16104-0000000	Communications - Community Relations	1,000.00	1,000.00	-	-	1,000.00
100-12-16202-0000000	Contract Services - General Consultant Fees	-	-	-	53.65	(53.65)
100-12-16206-0000000	Contract Services - General Park Maintenance	-	-	30.99	30.99	(30.99)
100-12-16208-0000000	Contract Services - Mowing	116,000.00	116,000.00	12,085.65	57,955.30	58,044.70
100-12-16209-0000000	Contract Services - Records Shredding	150.00	150.00	-	-	150.00
100-12-16213-0000000	Contract Services - Legal Fees	2,500.00	2,500.00	-	-	2,500.00
100-12-16217-0000000	Contract Services - Engineering	85,000.00	85,000.00	-	33,240.55	51,759.45
100-12-16224-0000000	Contract Services - Repairs & Maintenance	9,300.00	9,300.00	1,306.43	8,348.31	951.69
100-12-16225-0000000	Contract Services - Downtown Repairs	1,500.00	1,500.00	-	236.23	1,263.77
100-12-16226-0000000	Contract Services - Maint - Vehicles & Equipment	3,000.00	3,000.00	98.18	815.22	2,184.78
100-12-16227-0000000	Contract Services - Gas/Oil	7,750.00	7,750.00	1,879.28	7,877.33	(127.33)
100-12-16229-0000000	Contract Services - Auto Repairs	5,000.00	5,000.00	11.87	1,683.43	3,316.57
100-12-16230-0000000	Contract Services - Equipment repairs	5,500.00	5,500.00	55.74	1,279.47	4,220.53
100-12-16231-0000000	Contract Services - Bldg Repairs-City Hall/Comm	18,000.00	18,000.00	825.43	10,724.04	7,275.96
100-12-16232-0000000	Contract Services - Street Repairs - Minor	20,000.00	20,000.00	326.42	604.66	19,395.34
100-12-16233-0000000	Contract Services - Streets-Preventive Maintenance	7,000.00	7,000.00	-	-	7,000.00
100-12-16234-0000000	Contract Services - City Hall Cleaning - COVID 19	2,000.00	2,000.00	-	700.00	1,300.00
100-12-16237-0000000	Contract Services - Mosquito Spraying	5,500.00	5,500.00	435.00	1,740.00	3,760.00
100-12-16238-0000000	Contract Services - Street Signs	3,000.00	3,000.00	49.86	1,925.64	1,074.36
100-12-16239-0000000	Contract Services - Printing & Office supplies	1,200.00	1,200.00	-	766.23	433.77
100-12-16241-0000000	Contract Services - Computers/Website	750.00	750.00	-	-	750.00
100-12-16242-0000000	Contract Services - Postage/Delivery	750.00	750.00	-	278.35	471.65
100-12-16243-0000000	Contract Services - Telephone	8,400.00	8,400.00	588.22	5,012.01	3,387.99
100-12-16249-0000000	Contract Services - Computer/Technology	18,000.00	18,000.00	610.00	16,958.30	1,041.70
100-12-16402-0000000	Supplies & Equipment - Uniforms & Safety Equip	3,900.00	3,900.00	228.08	2,429.93	1,470.07
100-12-16405-0000000	Supplies & Equipment - Operating Supplies	9,000.00	9,000.00	525.53	3,280.19	5,719.81
100-12-16406-0000000	Supplies & Equipment - Streets & Drainage	3,500.00	3,500.00	-	12.99	3,487.01
100-12-16407-0000000	Supplies & Equipment - Cedar Break Park	6,500.00	6,500.00	-	977.02	5,522.98
100-12-16408-0000000	Supplies & Equipment - Homecoming Park	2,000.00	2,000.00	-	960.83	1,039.17
100-12-16409-0000000	Supplies & Equipment - Fernland Park	2,750.00	2,750.00	49.96	607.16	2,142.84
100-12-16410-0000000	Supplies & Equipment - Community Building	2,000.00	2,000.00	-	423.39	1,576.61
100-12-16411-0000000	Supplies & Equipment - Tools, Etc,	2,750.00	2,750.00	-	1,535.34	1,214.66
100-12-16412-0000000	Supplies & Equipment - Memory Park	2,000.00	2,000.00	-	282.92	1,717.08
100-12-16413-0000000	Supplies & Equipment - Culverts	3,000.00	3,000.00	-	620.00	2,380.00
100-12-16414-0000000	Supplies & Equipment - Code Enforcement	1,000.00	1,000.00	-	-	1,000.00
100-12-16502-0000000	Staff Development - Dues & Subscriptions	2,000.00	2,000.00	430.00	1,009.00	991.00
100-12-16503-0000000	Staff Development - Travel & Training Staff	5,000.00	5,000.00	927.37	2,886.68	2,113.32
100-12-16601-0000000	Maintenance - Park Maint - Memory Pk	25,000.00	25,000.00	344.09	2,147.97	22,852.03
100-12-16602-0000000	Maintenance - Park Maint - Fernland	20,000.00	20,000.00	307.89	3,043.04	16,956.96

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	Original	Current	MTD Activity	YTD Activity	Budget	
	Total Budget	Total Budget			Remaining	
100-12-16603-0000000	Maintenance - Park Maint - Cedar Brake Park	25,000.00	25,000.00	327.48	5,806.27	19,193.73
100-12-16604-0000000	Maintenance - Park Maint - Homecoming Park	20,000.00	20,000.00	3,740.16	3,901.55	16,098.45
100-12-16701-0000000	Insurance - Liability	2,400.00	2,400.00	178.19	1,425.52	974.48
100-12-16702-0000000	Insurance - Property	1,340.00	1,340.00	87.00	721.95	618.05
100-12-16803-0000000	Utilities - Electronic Sign-City	1,000.00	1,000.00	68.48	793.95	206.05
100-12-16804-0000000	Utilities - Street Lights	12,000.00	12,000.00	1,195.67	7,765.54	4,234.46
100-12-16805-0000000	Utilities - Downtown Utilities	1,200.00	1,200.00	104.81	857.69	342.31
100-12-16806-0000000	Utilities - Cedar Brake Park	2,200.00	2,200.00	136.60	1,383.08	816.92
100-12-16807-0000000	Utilities - Homecoming Park	1,500.00	1,500.00	118.56	977.02	522.98
100-12-16808-0000000	Utilities - Fernland Park	5,800.00	5,800.00	335.12	4,161.00	1,639.00
100-12-16809-0000000	Utilities - City Hall	13,000.00	13,000.00	966.39	7,602.00	5,398.00
100-12-16811-0000000	Utilities - Community Center Building	5,000.00	5,000.00	719.22	3,853.63	1,146.37
100-12-16812-0000000	Utilities - Memory Park	8,000.00	8,000.00	1,353.34	3,298.25	4,701.75
100-12-16911-0000000	Capital Outlay - Computers Equipment	4,000.00	4,000.00	-	27.99	3,972.01
100-12-16922-0000000	Capital Outlay - Public Works Items	7,000.00	7,000.00	4,827.00	4,827.00	2,173.00
100-12-16923-0000000	Capital Outlay - General Improvements	100,000.00	100,000.00	1,625.75	111,891.57	(11,891.57)
100-12-16924-0000000	Capital Outlay - Drainage Improvements	10,000.00	10,000.00	-	2,950.00	7,050.00
100-12-17001-0000000	Misc Expenses - Other	4,000.00	4,000.00	-	268.90	3,731.10
100-12-17150-0000000	Contract Labor - Streets	220,000.00	220,000.00	20,866.20	29,596.20	190,403.80
	Subtotal Public Works Expenses	1,078,961.00	1,078,961.00	73,766.54	510,252.54	568,708.46
100-13-16002-0000000	Personnel - Health Insurance	25,500.00	25,500.00	1,975.72	14,446.66	11,053.34
100-13-16003-0000000	Personnel - Unemployment Insurance	500.00	500.00	-	54.72	445.28
100-13-16004-0000000	Personnel - Workers Comp	1,800.00	1,800.00	100.11	1,775.14	24.86
100-13-16005-0000000	Personnel - Dental & Vision Insurance	2,000.00	2,000.00	124.22	1,100.36	899.64
100-13-16006-0000000	Personnel - Life & AD&D Insurance	200.00	200.00	-	37.44	162.56
100-13-16007-0000000	Personnel - Crime Insurance	600.00	600.00	40.71	325.68	274.32
100-13-16008-0000000	Personnel - Payroll Taxes	14,500.00	14,500.00	-	5,205.83	9,294.17
100-13-16009-0000000	Personnel - Wages	162,300.00	162,300.00	16,778.85	112,112.03	50,187.97
100-13-16010-0000000	Personnel - Overtime	3,750.00	3,750.00	90.79	932.95	2,817.05
100-13-16011-0000000	Personnel - Employee Assistance Program	150.00	150.00	-	-	150.00
100-13-16012-0000000	Personnel - Retirement Expense	17,850.00	17,850.00	-	6,482.58	11,367.42
100-13-16013-0000000	Personnel - MASA	350.00	350.00	-	124.07	225.93
100-13-16014-0000000	Personnel - COLA	2,696.00	2,696.00	-	-	2,696.00
100-13-16015-0000000	Personnel - Dependent Insurance	14,350.00	14,350.00	-	-	14,350.00
100-13-16104-0000000	Communications - Community Relations	400.00	400.00	-	-	400.00
100-13-16202-0000000	Contract Services - General Consultant Fees	8,000.00	8,000.00	-	1,721.05	6,278.95
100-13-16205-0000000	Contract Services - Omni Expense	2,500.00	2,500.00	690.00	1,002.00	1,498.00
100-13-16207-0000000	Contract Services - Prosecutors Fees	14,000.00	14,000.00	900.00	6,750.00	7,250.00
100-13-16209-0000000	Contract Services - Records Shredding	200.00	200.00	-	195.99	4.01
100-13-16211-0000000	Contract Services - Judge's Fee	12,000.00	12,000.00	2,000.00	9,000.00	3,000.00
100-13-16222-0000000	Contract Services - Collection Agency	15,000.00	15,000.00	-	9,597.51	5,402.49
100-13-16239-0000000	Contract Services - Printing & Office supplies	1,000.00	1,000.00	-	1,365.37	(365.37)
100-13-16241-0000000	Contract Services - Computers/Website	5,500.00	5,500.00	-	3,616.34	1,883.66
100-13-16242-0000000	Contract Services - Postage/Delivery	2,000.00	2,000.00	-	1,865.35	134.65
100-13-16243-0000000	Contract Services - Telephone	4,000.00	4,000.00	-	1,372.17	2,627.83
100-13-16249-0000000	Contract Services - Computer/Technology	5,000.00	5,000.00	530.00	6,946.31	(1,946.31)
100-13-16251-0000000	Contract Services - State Portion of Fines/Payouts	160,000.00	160,000.00	-	58,741.36	101,258.64
100-13-16402-0000000	Supplies & Equipment - Uniforms & Safety Equip	100.00	100.00	-	-	100.00
100-13-16404-0000000	Supplies & Equipment - Copier/Fax Machine	8,800.00	8,800.00	-	5,548.83	3,251.17
100-13-16405-0000000	Supplies & Equipment - Operating Supplies	2,500.00	2,500.00	-	183.76	2,316.24
100-13-16417-0000000	Supplies & Equipment - Capital Pur. Furniture	500.00	500.00	-	-	500.00
100-13-16502-0000000	Staff Development - Dues & Subscriptions	750.00	750.00	-	45.00	705.00
100-13-16503-0000000	Staff Development - Travel & Training Staff	6,500.00	6,500.00	-	185.00	6,315.00
100-13-16701-0000000	Insurance - Liability	50.00	50.00	-	-	50.00
100-13-16702-0000000	Insurance - Property	1,170.00	1,170.00	-	-	1,170.00
100-13-17001-0000000	Misc Expenses - Other	1,000.00	1,000.00	-	43.90	956.10
	Subtotal Court Expenses	497,516.00	497,516.00	23,230.40	250,777.40	246,738.60
100-17-16400-0000000	Supplies & Equipment	500.00	500.00	-	-	500.00
100-17-16500-0000000	Staff Development	100.00	100.00	-	-	100.00
	Subtotal Non Fund Expenses	600.00	600.00	-	-	600.00
	Expense Total:	5,405,374.00	5,405,374.00	467,067.81	3,155,745.82	2,249,628.18
	Fund: 100 - General Fund Surplus (Deficit):	706.00	706.00	(12,263.89)	751,098.87	

Fund: 200 - Capital Projects

Revenue						
200-00-24003-0000000	Transfer from MEDC - Other	160,000.00	160,000.00	-	-	160,000.00
200-00-24005-0000000	Transfer From Utility Fund - Capital	628,469.00	628,469.00	50,000.00	50,000.00	578,469.00
200-00-24011-0000000	Transfer From General Fund - Police Veh	15,000.00	15,000.00	-	-	15,000.00
200-00-24013-0000000	Transfer From General Fund - Infrastructure	349,809.00	349,809.00	-	-	349,809.00

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	Original	Current	MTD Activity	YTD Activity	Budget	
	Total Budget	Total Budget			Remaining	
200-00-24104-0000000	Other - Proceeds GLO	2,280,000.00	2,280,000.00	-	129,377.00	2,150,623.00
200-00-24110-0000000	Proceeds - Series 2022 Bonds	-	-	1,705,190.97	1,705,190.97	(1,705,190.97)
200-00-24203-F4332DR	FEMA Grant Revenue - Impact Fees	100,000.00	100,000.00	-	-	100,000.00
200-00-24302-7217320	Grant Funds - CDBG Baja 7320	56,985.00	56,985.00	-	79,257.26	(22,272.26)
200-00-24500-0000000	Interest Earned on Investments	-	-	484.13	608.29	(608.29)
200-00-24501-0062715	Interest Earned on Investments - 2017A	30.00	30.00	0.64	4.66	25.34
200-00-24502-0073740	Interest Earned on Investments - 2017B	70.00	70.00	3.97	33.83	36.17
200-00-24700-0000000	Use of Surplus Funds	942,612.00	942,612.00	-	-	942,612.00
	Revenue Total:	4,532,975.00	4,532,975.00	1,755,679.71	1,964,472.01	2,568,502.99

Expense

200-20-26002-7217320	Grant Admin - Baja Project - CDBG 7320	3,325.00	3,325.00	-	3,325.00	-
200-20-26003-017B366	Grant Admin Expenses - GLO All Projects	108,360.00	108,360.00	-	30,708.00	77,652.00
200-20-26102-0062715	Engineering - Water Plant #3 Imp - TWDB	34,000.00	34,000.00	6,446.57	57,814.61	(23,814.61)
200-20-26104-0000000	Engineering - Waterline Replace Houston St	-	-	-	12,899.90	(12,899.90)
200-20-26107-0062715	Engineering - Downtown SH 105 Imp - TWDB	15,000.00	15,000.00	-	-	15,000.00
200-20-26117-017B366	Engineering - All GLO	175,000.00	175,000.00	-	62,095.00	112,905.00
200-20-26120-0000000	Engineering - WP Bleach Conversion 2&3	50,000.00	50,000.00	-	-	50,000.00
200-20-26401-017B366	Water System - WP #3 Generator - GLO	501,000.00	501,000.00	-	-	501,000.00
200-20-26402-0062715	Water System - Downtown SH 105 Water Line TWDB	91,300.00	91,300.00	-	31,117.50	60,182.50
200-20-26404-0062715	Water System - Water Plant #3 Imp TWDB	996,550.00	996,550.00	-	552,800.20	443,749.80
200-20-26408-7217320	Water System - Baja MLK Water & Drain 7320	38,000.00	38,000.00	-	37,799.41	200.59
200-20-26409-0000000	Water System - Bleach Conversion 2&3	311,000.00	311,000.00	-	-	311,000.00
200-20-26509-0000000	Roadway System - Streets / Sidewalks	508,000.00	508,000.00	-	3,018.75	504,981.25
200-20-26704-0000000	Capital Outlay - Utility Projects Prev Maint	255,800.00	255,800.00	-	14,804.58	240,995.42
200-20-26707-017B366	Capital Outlay - Baja / MLK GLO	722,600.00	722,600.00	-	-	722,600.00
200-20-26712-017B366	Capital Outlay - Anders Branch GLO	668,040.00	668,040.00	-	-	668,040.00
200-20-26713-017B366	Capital Outlay - GLO Environmental	15,000.00	15,000.00	-	-	15,000.00
200-20-26714-017B366	Capital Outlay - GLO Acquisition - Land	40,000.00	40,000.00	-	-	40,000.00
200-20-26810-0000000	Transfer Out - PD / Admin Building	-	-	992,404.49	992,404.49	(992,404.49)
	Expense Total:	4,532,975.00	4,532,975.00	998,851.06	1,798,787.44	2,734,187.56
	Fund: 200 - Capital Projects Surplus (Deficit):	-	-	756,828.65	165,684.57	

Fund: 300 - Water & Sewer

Revenue

300-00-34110-0000000	Water Revenue	812,000.00	812,000.00	70,518.11	493,208.09	318,791.91
300-00-34130-0000000	Surface Water Revenue	8,200.00	8,200.00	810.32	5,403.16	2,796.84
300-00-34150-0000000	Disconnect Reconnect	11,000.00	11,000.00	(210.03)	3,342.78	7,657.22
300-00-34160-0000000	Sewer Revenue	787,700.00	787,700.00	68,594.47	485,986.93	301,713.07
300-00-34170-0000000	Tap Fees/Inspections	300,000.00	300,000.00	25,534.00	409,289.68	(109,289.68)
300-00-34180-0000000	Grease Trap Inspections	19,300.00	19,300.00	2,200.00	15,450.00	3,850.00
300-00-34190-0000000	Late Charges	17,500.00	17,500.00	1,838.91	13,359.17	4,140.83
300-00-34200-0000000	Returned Check Fee	1,150.00	1,150.00	-	1,273.17	(123.17)
300-00-34210-0000000	Backflow Testing	16,000.00	16,000.00	-	-	16,000.00
300-00-34220-0000000	Solid Waste Revenue	190,000.00	190,000.00	16,948.20	132,643.84	57,356.16
300-00-34310-0000000	Sales Tax Revenue for Solid Waste	15,000.00	15,000.00	1,388.58	10,881.36	4,118.64
300-00-34320-0000000	Groundwater Reduction Revenue	195,000.00	195,000.00	19,100.40	127,427.85	67,572.15
300-00-34420-0000000	Impact Fees - Capital Cost	100,000.00	100,000.00	-	-	100,000.00
300-00-34430-0000000	Interest Income	450.00	450.00	61.94	469.61	(19.61)
300-00-34440-0000000	Interest earned on Investments	500.00	500.00	401.99	847.28	(347.28)
300-00-34450-0000000	Meter Box Replacement	1,500.00	1,500.00	270.00	1,245.00	255.00
300-00-34460-0000000	EndPoint Charge	500.00	500.00	-	185.00	315.00
300-00-34470-0000000	Miscellaneous Revenue & ETS Revenue	10,500.00	10,500.00	917.50	7,291.25	3,208.75
300-00-34530-0000000	Utility Contracts	-	-	-	1,297.57	(1,297.57)
	Revenue Total:	2,486,300.00	2,486,300.00	208,374.39	1,709,601.74	776,698.26

Expense

300-30-36102-0000000	Personnel - Health Insurance	43,000.00	43,000.00	4,322.99	29,188.34	13,811.66
300-30-36103-0000000	Personnel - Unemployment Insurance	500.00	500.00	-	36.16	463.84
300-30-36104-0000000	Personnel - Workers Comp	5,200.00	5,200.00	322.33	3,750.51	1,449.49
300-30-36105-0000000	Personnel - Dental & Vision Insurance	3,200.00	3,200.00	397.00	2,283.21	916.79
300-30-36106-0000000	Personnel - Life & AD&D Insurance	1,000.00	1,000.00	-	275.63	724.37
300-30-36107-0000000	Personnel - Crime Insurance	500.00	500.00	40.71	325.68	174.32
300-30-36108-0000000	Personnel - Retirement Expense	24,000.00	24,000.00	-	9,643.85	14,356.15
300-30-36110-0000000	Personnel - Payroll Taxes	21,000.00	21,000.00	-	7,307.80	13,692.20
300-30-36111-0000000	Personnel - Wages	314,000.00	314,000.00	53,297.79	246,939.81	67,060.19
300-30-36112-0000000	Personnel - Overtime	5,000.00	5,000.00	427.79	3,264.82	1,735.18
300-30-36113-0000000	Personnel - COLA	5,600.00	5,600.00	-	-	5,600.00
300-30-36114-0000000	Personnel - Dependent Insurance	16,200.00	16,200.00	-	-	16,200.00
300-30-36202-0000000	Contract Services - General Consultant Fees	10,000.00	10,000.00	-	25.00	9,975.00
300-30-36203-0000000	Contract Services - Legal Fees	15,000.00	15,000.00	-	-	15,000.00
300-30-36204-0000000	Contract Services - Engineering	75,000.00	75,000.00	-	55,661.80	19,338.20
300-30-36208-0000000	Contract Services - Operator	115,000.00	115,000.00	9,445.00	66,115.00	48,885.00

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	Original	Current			Budget	
	Total Budget	Total Budget	MTD Activity	YTD Activity	Remaining	
300-30-36209-0000000	Contract Services - Billing & Collections	33,000.00	33,000.00	4,126.12	33,543.58	(543.58)
300-30-36210-0000000	Contract Services - Backflow Testing	16,000.00	16,000.00	-	-	16,000.00
300-30-36211-0000000	Contract Services - Testing	15,000.00	15,000.00	1,079.52	6,311.36	8,688.64
300-30-36212-0000000	Contract Services - Sales Tax for Solid Waste	15,000.00	15,000.00	1,391.22	12,258.48	2,741.52
300-30-36214-0000000	Contract Services - Sludge Hauling	34,000.00	34,000.00	10,335.00	25,155.00	8,845.00
300-30-36215-0000000	Contract Services - Printing	600.00	600.00	-	689.58	(89.58)
300-30-36216-0000000	Contract Services - Postage	1,000.00	1,000.00	-	308.65	691.35
300-30-36217-0000000	Contract Services - Telephone	9,500.00	9,500.00	847.08	5,753.41	3,746.59
300-30-36218-0000000	Contract Services - Tap Fees & Inspections	75,000.00	75,000.00	3,015.00	25,660.47	49,339.53
300-30-36221-0000000	Contract Services - Garbage Pickup	185,000.00	185,000.00	18,098.81	119,522.16	65,477.84
300-30-36302-0000000	Communications - Advertising/Promotion	1,500.00	1,500.00	-	-	1,500.00
300-30-36303-0000000	Permits & Licenses	46,000.00	46,000.00	-	18,400.70	27,599.30
300-30-36307-0000000	Dues & Subscriptions	2,000.00	2,000.00	-	80.00	1,920.00
300-30-36400-0000000	Supplies & Equipment	600.00	600.00	-	159.37	440.63
300-30-36401-0000000	Supplies & Equipment - Chemicals	34,000.00	34,000.00	6,004.82	19,315.99	14,684.01
300-30-36402-0000000	Supplies & Equipment - Copier / Fax Machine	2,000.00	2,000.00	-	907.35	1,092.65
300-30-36403-0000000	Supplies & Equipment - Operating Supplies	80,000.00	80,000.00	15,739.75	48,156.55	31,843.45
300-30-36404-0000000	Supplies & Equipment - Uniforms	4,500.00	4,500.00	228.08	2,142.24	2,357.76
300-30-36406-0000000	Supplies & Equipment - Computer Technology	28,000.00	28,000.00	510.00	6,718.83	21,281.17
300-30-36407-0000000	Groundwater Reduction Expenses	100.00	100.00	-	1,205.25	(1,105.25)
300-30-36502-0000000	Staff Development - Travel & Training	5,500.00	5,500.00	-	1,912.75	3,587.25
300-30-36503-0000000	Staff Development - Employee Relations	1,000.00	1,000.00	-	122.74	877.26
300-30-36601-0000000	Maintenance - Repairs & Maintenance	175,000.00	175,000.00	24,586.49	146,166.22	28,833.78
300-30-36602-0000000	Maintenance - Vehicle Repair and Maint.	3,000.00	3,000.00	149.68	964.80	2,035.20
300-30-36604-0000000	Maintenance - Water & Sewer Items	10,000.00	10,000.00	0.94	11,091.20	(1,091.20)
300-30-36605-0000000	Maintenance - Gas & Oil	7,750.00	7,750.00	1,879.29	7,955.74	(205.74)
300-30-36701-0000000	Insurance Expense - Liability Insurance	3,800.00	3,800.00	228.65	2,067.36	1,732.64
300-30-36702-0000000	Insurance Expense - Property Insurance	30,000.00	30,000.00	2,445.14	19,672.96	10,327.04
300-30-36801-0000000	Utilities Expense - Gas For Generators	1,200.00	1,200.00	257.58	879.37	320.63
300-30-36802-0000000	Utilities Expense - Water Plants	82,000.00	82,000.00	5,975.69	54,673.31	27,326.69
300-30-36803-0000000	Utilities Expense - WWTP	60,000.00	60,000.00	28.44	544.13	59,455.87
300-30-36804-0000000	Utilities Expense - Lift Stations	20,000.00	20,000.00	1,532.60	11,716.32	8,283.68
300-30-36900-0000000	Capital Outlay	10,000.00	10,000.00	-	-	10,000.00
300-30-37000-0000000	Utility Projects - Prev Maint	76,581.00	76,581.00	26,989.48	34,362.78	42,218.22
300-30-37003-0000000	Utility Projects - Impact Fees Transfer to CPF	100,000.00	100,000.00	-	-	100,000.00
300-30-37101-0000000	Miscellaneous Expenses - Misc	-	-	-	136.97	(136.97)
300-30-37102-0000000	Miscellaneous Expenses - Bank Charges	35,000.00	35,000.00	2,851.19	23,578.34	11,421.66
300-30-37205-0000000	Other Expense - Transfer to Captial Projects	628,469.00	628,469.00	50,000.00	50,000.00	578,469.00
	Expense Total:	2,486,300.00	2,486,300.00	246,554.18	1,116,951.57	1,369,348.43
	Fund: 300 - Water & Sewer Surplus (Deficit):	-	-	(38,179.79)	592,650.17	
Fund: 400 - MEDC						
Revenue						
400-00-44110-0000000	Sales Tax Revenue	1,000,000.00	1,000,000.00	121,219.23	769,710.59	230,289.41
400-00-44230-0000000	Interest Income	4,000.00	4,000.00	499.99	1,298.82	2,701.18
400-00-44240-0000000	Miscellaneous Income	250.00	250.00	-	-	250.00
400-00-44300-0000000	Events Revenue	-	-	-	13,812.50	(13,812.50)
	Revenue Total:	1,004,250.00	1,004,250.00	121,719.22	784,821.91	219,428.09
Expense						
400-40-46103-0000000	Public Infrastructure - Downtown Dev. Imp.	172,250.00	172,250.00	-	3,566.05	168,683.95
400-40-46104-0000000	Public Infrastructure - Utility Extensions	50,000.00	50,000.00	-	-	50,000.00
400-40-46107-0000000	Public Infrastructure - Transfer to Capital Proj	160,000.00	160,000.00	-	-	160,000.00
400-40-46111-0000000	Public Infrastructure - Streets & Sidewalks	40,000.00	40,000.00	-	-	40,000.00
400-40-46205-0000000	Business & Development - Sales Tax Reimb	250,000.00	250,000.00	20,833.33	166,666.66	83,333.34
400-40-46206-0000000	Business & Development - Econ Dev Grant Prog	20,000.00	20,000.00	4,000.00	9,000.00	11,000.00
400-40-46302-0000000	Quality of Life - Removal of Blight	15,000.00	15,000.00	-	-	15,000.00
400-40-46303-0000000	Quality of Life - Events	40,000.00	32,000.00	-	-	32,000.00
400-40-46304-0000000	Quality of Life - Neighborhood Water Party	2,500.00	2,500.00	-	-	2,500.00
400-40-46308-0000000	Quality of Life - Light up Montgomery	4,000.00	2,848.99	-	2,848.99	-
400-40-46310-0000000	Quality of Life - Mudbugs and Music	-	8,000.00	-	8,300.00	(300.00)
400-40-46311-0000000	Quality of Life - Christmas Parade	10,000.00	6,826.47	-	6,826.47	-
400-40-46312-0000000	Quality of Life - Contests / Prizes	4,000.00	4,000.00	-	31.05	3,968.95
400-40-46313-0000000	Quality of Life - Events - Equipment	10,000.00	19,956.85	200.42	5,612.58	14,344.27
400-40-46314-0000000	Quality of Life - Montgomery Quilt Walk	10,000.00	10,000.00	-	569.45	9,430.55
400-40-46315-0000000	Quality of Life - Montgomery Antiques Festival	10,000.00	10,000.00	7,311.37	11,535.97	(1,535.97)
400-40-46316-0000000	Quality of Life - Movie Night	2,500.00	2,500.00	2,079.33	2,460.71	39.29
400-40-46318-0000000	Quality of Life - Pet Parade	5,000.00	5,000.00	-	1,344.47	3,655.53
400-40-46319-0000000	Quality of Life - Montgomery Fall Festival	-	-	-	8,000.00	(8,000.00)
400-40-46320-0000000	Quality of Life - Snow in Historic Mont TX	20,000.00	14,367.69	-	14,367.69	-
400-40-46321-0000000	Quality of Life - Lonestar Flag Fest	10,000.00	10,000.00	-	2,922.87	7,077.13

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
400-40-46322-0000000 Quality of Life - Downtown Enhancement Proj	30,000.00	30,000.00	-	-	30,000.00
400-40-46338-0000000 Quality of Life - Fall Heritage Festival	10,000.00	10,000.00	-	-	10,000.00
400-40-46339-0000000 Quality of Life - Trick or Treat Historic Mont.	5,000.00	5,000.00	-	1,441.08	3,558.92
400-40-46500-0000000 Marketing and Tourism - Category IV	-	-	-	383.84	(383.84)
400-40-46505-0000000 Marketing and Tourism - Brochures / Printed Lit	4,000.00	4,000.00	-	-	4,000.00
400-40-46511-0000000 Marketing and Tourism - Website	6,500.00	6,500.00	-	935.34	5,564.66
400-40-46514-0000000 Marketing and Tourism - Social Media Advertising	3,000.00	3,000.00	26.59	777.00	2,223.00
400-40-46515-0000000 Marketing and Tourism - Historical Signage	5,000.00	5,000.00	100.00	100.00	4,900.00
400-40-46601-0000000 Administration - Transfers to General Fund	55,000.00	55,000.00	4,583.33	36,666.66	18,333.34
400-40-46603-0000000 Administration - Miscellaneous Expenses	500.00	500.00	-	173.74	326.26
400-40-46604-0000000 Administration - Consulting/Professional Serv	40,000.00	40,000.00	3,454.25	37,379.67	2,620.33
400-40-46607-0000000 Administration - Travel & Trainings Expenses	10,000.00	10,000.00	98.79	1,474.54	8,525.46
Expense Total:	1,004,250.00	1,004,250.00	42,687.41	323,384.83	680,865.17
Fund: 400 - MEDC Surplus (Deficit):	-	-	79,031.81	461,437.08	
Fund: 500 - Debt Service					
Revenue					
500-00-54110-0000000 Taxes & Franchise Fees - Ad Valorem Taxes	485,090.00	485,090.00	1,565.93	487,782.90	(2,692.90)
500-00-54120-0000000 Taxes & Franchise Fees - Penalty & Interest	5,000.00	5,000.00	156.03	749.09	4,250.91
500-00-54420-0000000 Other Revenues - Interest on Investments	-	-	4.00	43.97	(43.97)
500-00-54500-0000000 Use of Surplus Funds	135,660.00	135,660.00	-	-	135,660.00
Revenue Total:	625,750.00	625,750.00	1,725.96	488,575.96	137,174.04
Expense					
500-50-56220-0000000 Debt Service Payments - Int. Payments on Note	193,250.00	193,250.00	-	99,894.75	93,355.25
500-50-56230-0000000 Debt Service Payments - Paying Agent Fees	2,500.00	2,500.00	-	489.91	2,010.09
500-50-56250-0000000 Debt Service Payments - Principal Payments	430,000.00	430,000.00	-	430,000.00	-
Expense Total:	625,750.00	625,750.00	-	530,384.66	95,365.34
Fund: 500 - Debt Service Surplus (Deficit):	-	-	1,725.96	(41,808.70)	
Fund: 700 - Court Security					
Revenue					
700-00-74110-0000000 Court Fines & Forfeitures - Court Security Fees	3,500.00	3,500.00	16.65	336.33	3,163.67
Revenue Total:	3,500.00	3,500.00	16.65	336.33	3,163.67
Expense					
700-70-76120-0000000 Contracted Services - Security Services	-	-	75.00	375.00	(375.00)
700-70-76340-0000000 Baliff Transfer to General Fund	2,500.00	2,500.00	-	-	2,500.00
Expense Total:	2,500.00	2,500.00	75.00	375.00	2,125.00
Fund: 700 - Court Security Surplus (Deficit):	1,000.00	1,000.00	(58.35)	(38.67)	
Fund: 750 - Court Technology					
Revenue					
750-00-74120-0000000 Court Technology Fees	5,000.00	5,000.00	22.20	484.42	4,515.58
750-00-74210-0000000 Interest Income	-	-	0.67	5.44	(5.44)
750-00-74500-0000000 Use of Surplus Funds	7,710.00	7,710.00	-	-	7,710.00
Revenue Total:	12,710.00	12,710.00	22.87	489.86	12,220.14
Expense					
750-75-76240-0000000 Contract Services - Computer Website Services	12,710.00	12,710.00	-	-	12,710.00
Expense Total:	12,710.00	12,710.00	-	-	12,710.00
Fund: 750 - Court Technology Surplus (Deficit):	-	-	22.87	489.86	
Fund: 800 - Hotel Occupancy					
Revenue					
800-00-84110-0000000 Taxes and Franchise Fees - Hotel Occupancy Taxes	12,500.00	12,500.00	-	2,619.00	9,881.00
800-00-84210-0000000 Other Revenues - Interest on Checking	3.00	3.00	0.33	2.50	0.50
Revenue Total:	12,503.00	12,503.00	0.33	2,621.50	9,881.50
Expense					
800-80-86200-0000000 Tourism Expenses	7,800.00	7,800.00	-	-	7,800.00
800-80-86300-0000000 Miscellaneous Expenses	4,700.00	4,700.00	-	-	4,700.00
Expense Total:	12,500.00	12,500.00	-	-	12,500.00
Fund: 800 - Hotel Occupancy Surplus (Deficit):	3.00	3.00	0.33	2,621.50	
Total Surplus (Deficit):	1,709.00	1,709.00	787,107.59	1,932,134.68	

Budget Report 05/2022

For Fiscal: 2021-2022 Period Ending: 05/31/2022

Group Summary

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - General Fund					
Revenue	5,406,080.00	5,406,080.00	454,803.92	3,906,844.69	1,499,235.31
Expense	5,405,374.00	5,405,374.00	467,067.81	3,155,745.82	2,249,628.18
Fund: 100 - General Fund Surplus (Deficit):	706.00	706.00	(12,263.89)	751,098.87	(750,392.87)
Fund: 200 - Capital Projects					
Revenue	4,532,975.00	4,532,975.00	1,755,679.71	1,964,472.01	2,568,502.99
Expense	4,532,975.00	4,532,975.00	998,851.06	1,798,787.44	2,734,187.56
Fund: 200 - Capital Projects Surplus (Deficit):	-	-	756,828.65	165,684.57	(165,684.57)
Fund: 300 - Water & Sewer					
Revenue	2,486,300.00	2,486,300.00	208,374.39	1,709,601.74	776,698.26
Expense	2,486,300.00	2,486,300.00	246,554.18	1,116,951.57	1,369,348.43
Fund: 300 - Water & Sewer Surplus (Deficit):	-	-	(38,179.79)	592,650.17	(592,650.17)
Fund: 400 - MEDC					
Revenue	1,004,250.00	1,004,250.00	121,719.22	784,821.91	219,428.09
Expense	1,004,250.00	1,004,250.00	42,687.41	323,384.83	680,865.17
Fund: 400 - MEDC Surplus (Deficit):	-	-	79,031.81	461,437.08	(461,437.08)
Fund: 500 - Debt Service					
Revenue	625,750.00	625,750.00	1,725.96	488,575.96	137,174.04
Expense	625,750.00	625,750.00	-	530,384.66	95,365.34
Fund: 500 - Debt Service Surplus (Deficit)	-	-	1,725.96	(41,808.70)	41,808.70
Fund: 700 - Court Security					
Revenue	3,500.00	3,500.00	16.65	336.33	3,163.67
Expense	2,500.00	2,500.00	75.00	375.00	2,125.00
Fund: 700 - Court Security Surplus (Deficit):	1,000.00	1,000.00	(58.35)	(38.67)	1,038.67
Fund: 750 - Court Technology					
Revenue	12,710.00	12,710.00	22.87	489.86	12,220.14
Expense	12,710.00	12,710.00	-	-	12,710.00
Fund: 750 - Court Technology Surplus (Deficit):	-	-	22.87	489.86	(489.86)
Fund: 800 - Hotel Occupancy					
Revenue	12,503.00	12,503.00	0.33	2,621.50	9,881.50
Expense	12,500.00	12,500.00	-	-	12,500.00
Fund: 800 - Hotel Occupancy Surplus (Deficit):	3.00	3.00	0.33	2,621.50	(2,618.50)
Total Surplus (Deficit):	1,709.00	1,709.00	787,107.59	1,932,134.68	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
100 - General Fund	706.00	706.00	(12,263.89)	751,098.87	(750,392.87)
200 - Capital Projects	-	-	756,828.65	165,684.57	(165,684.57)
300 - Water & Sewer	-	-	(38,179.79)	592,650.17	(592,650.17)
400 - MEDC	-	-	79,031.81	461,437.08	(461,437.08)
500 - Debt Service	-	-	1,725.96	(41,808.70)	41,808.70
700 - Court Security	1,000.00	1,000.00	(58.35)	(38.67)	1,038.67
750 - Court Technology	-	-	22.87	489.86	(489.86)
800 - Hotel Occupancy	3.00	3.00	0.33	2,621.50	(2,618.50)
	1,709.00	1,709.00	787,107.59	1,932,134.68	



City of Montgomery

Debt Service Payments 06/01/2022 - 06/01/2023

**Debt Service Payment Due
09/01/2022**

First National Bank of Huntsville	2015 - Refunding	09/01/2022	0.00	3,647.50	3,647.50
Bank of Texas	2017A - WS&D	09/01/2022	0.00	4,742.25	4,742.25
Bank of Texas	2017B - WS&D	09/01/2022	0.00	9,521.25	9,521.25
Amegy Bank of Texas	2021 - Refunding	09/01/2022	0.00	75,425.00	75,425.00
Total Due 09/01/2022			0.00	93,336.00	93,336.00

**Debt Service Payment Due
03/01/2023**

First National Bank of Huntsville	2015 - Refunding	03/01/2023	90,000.00	3,647.50	93,647.50
Bank of Texas	2017A - WS&D	03/01/2023	50,000.00	4,742.25	54,742.25
Bank of Texas	2017B - WS&D	03/01/2023	80,000.00	9,521.25	89,521.25
Amegy Bank of Texas	2021 - Refunding	03/01/2023	230,000.00	75,425.00	305,425.00
Total Due 03/01/2023			450,000.00	93,336.00	543,336.00

	City Total	\$450,000.00	\$186,672.00	\$636,672.00
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MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

City of Montgomery

Quarterly Investment Inventory Report Period Ending March 31, 2022

BOARD OF DIRECTORS
City of Montgomery

Attached is the Quarterly Investment Inventory Report for the
Period ending March 31, 2022.

This report and the District's investment portfolio are in compliance with the
investment strategies expressed in the District's investment policy, and the
Public Funds Investment Act.

I, hereby certify that, pursuant to Senate Bill 253 and in connection with the
preparation of the investment report, I have reviewed the divestment lists
prepared and maintained by the Texas Comptroller of Public Accounts, and the
District does not own direct or indirect holdings in any companies identified on such lists.

Mark M. Burton
(Investment Officer)

Ghia Lewis
(Investment Officer)

COMPLIANCE TRAINING

HB 675 states the Investment Officer must attend at least one training seminar for (6) six hours
Within twelve months of taking office and requires at least (4) four hours training within each (2)
two year period thereafter.

INVESTMENT OFFICERS

Mark M. Burton

Ghia Lewis

CURRENT TRAINING

- November 5, 2013 (Texpool Academy 10 Hours)
- November 27, 2015 (Texpool Academy 10 Hours)
- December 26, 2017 (Texpool Academy 10 Hours)
- January 9, 2020 (TexPool Academy 12 Hours)
- December 31, 2021 (Texpool Academy 10 Hours)
- November 7, 2013 (Texpool Academy 10 Hours)
- November 5, 2015 (Texpool Academy 10 Hours)
- November 6, 2017 (Texpool Academy 10 Hours)
- November 5, 2019 (Texpool Academy 10 Hours)
- December 28, 2021 (Texpool Academy 10 Hours)

City of Montgomery
Summary of Money Market Funds
 01/01/2022 - 03/31/2022

Fund: Operating

Financial Institution: **TEXPOOL**

Account Number: **XXXX0001** Date Opened: **02/07/2020** Current Interest Rate: **0.30%**

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
01/01/2022		861.43				
01/31/2022					0.00	
02/28/2022					0.00	
03/31/2022					0.14	
Totals for Account XXXX0001:		\$861.43			\$0.14	\$861.57

Account Number: **XXXX0003** Date Opened: **08/01/2005** Current Interest Rate: **0.30%**

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
01/01/2022		15,243.77				
01/31/2022					0.51	
02/28/2022	BXS CD XXXX2388 INTEREST		138.08			
02/28/2022	WT FROM BXS CD XXXX2388		100,000.00			
02/28/2022	THIRD CD XXXX8998 INTEREST		147.95			
02/28/2022	WT FROM THIRD CD XXXX8998		100,000.00			
02/28/2022					1.12	
03/01/2022	WT FROM FRONT CD XXXX2710		153,000.00			
03/01/2022	FRONT CD XXXX2710 INTEREST		303.63			
03/31/2022					48.12	
Totals for Account XXXX0003:		\$15,243.77	\$353,589.66		\$49.75	\$368,883.18
Totals for Operating Fund:		\$16,105.20	\$353,589.66		\$49.89	\$369,744.75

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/NDM Accounts:	Balance = Book Value = Current Market

City of Montgomery
Summary of Money Market Funds
 01/01/2022 - 03/31/2022

Fund: Capital Projects						
Financial Institution: TEXPOOL						
Account Number: XXXX0009 Date Opened: 12/27/2012 Current Interest Rate: 0.30%						
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
01/01/2022		168,614.70				
01/31/2022					5.38	
02/28/2022					8.11	
03/31/2022					22.00	
Totals for Account XXXX0009:		\$168,614.70			\$35.49	\$168,650.19
Account Number: XXXX0011 Date Opened: 10/28/2021 Current Interest Rate: 0.30%						
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
01/01/2022		46,703.85				
01/31/2022					1.50	
02/28/2022					2.29	
03/31/2022					6.11	
Totals for Account XXXX0011:		\$46,703.85			\$9.90	\$46,713.75
Account Number: XXXX0012 Date Opened: 10/28/2021 Current Interest Rate: 0.30%						
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
01/01/2022		10,000.79				
01/31/2022					0.31	
02/28/2022					0.42	
03/31/2022					1.27	
Totals for Account XXXX0012:		\$10,000.79			\$2.00	\$10,002.79
Totals for Capital Projects Fund:		\$225,319.34			\$47.39	\$225,366.73

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/ADM Accounts:	Balance = Book Value = Current Market

City of Montgomery
Summary of Money Market Funds
 01/01/2022 - 03/31/2022

Fund: Debt Service
 Financial Institution: TEXPOOL

Account Number: XXXX0008 Date Opened: 12/27/2012 Current Interest Rate: 0.30%

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
01/01/2022		517.57				
01/31/2022					0.00	
02/28/2022					0.00	
03/31/2022					0.00	
Totals for Account XXXX0008:		\$517.57			\$0.00	\$517.57
Totals for Debt Service Fund:		\$517.57			\$0.00	\$517.57

Methods Used For Reporting Market Values

- Certificates of Deposits: Face Value Plus Accrued Interest
- Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
- Public Fund Investment Pool/ADM Accounts: Balance = Book Value = Current Market

City of Montgomery
Summary of Money Market Funds
 01/01/2022 - 03/31/2022

Fund: MEDC

Financial Institution: **TEXPOOL**

Account Number: **XXXX0005** Date Opened: **02/07/2020** Current Interest Rate: **0.30%**

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
01/01/2022		134,790.09				
01/31/2022					4.76	
01/31/2022			20,833.33			
02/28/2022			20,833.33			
02/28/2022					8.36	
03/31/2022					25.36	
03/31/2022			20,833.34			
Totals for Account XXXX0005:		\$134,790.09	\$62,500.00		\$38.48	\$197,328.57

Account Number: **XXXX0006** Date Opened: **08/01/2005** Current Interest Rate: **0.30%**

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
01/01/2022		504,856.02				
01/31/2022					15.60	
01/31/2022				(20,833.33)		
02/28/2022				(20,833.33)		
02/28/2022					22.66	
03/31/2022					58.15	
03/31/2022				(20,833.34)		
Totals for Account XXXX0006:		\$504,856.02		(\$62,500.00)	\$96.41	\$442,452.43

Account Number: **XXXX0010** Date Opened: **06/24/2021** Current Interest Rate: **0.30%**

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
01/01/2022		200,030.82				
01/31/2022					6.39	
02/28/2022					9.69	
03/31/2022					26.11	
Totals for Account XXXX0010:		\$200,030.82			\$42.19	\$200,073.01
Totals for MEDC Fund:		\$839,676.93	\$62,500.00	(\$62,500.00)	\$177.08	\$839,854.01

Methods Used For Reporting Market Values

- Certificates of Deposits: Face Value Plus Accrued Interest
- Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
- Public Fund Investment Pool/ADM Accounts: Balance = Book Value = Current Market

City of Montgomery
Summary of Money Market Funds
 01/01/2022 - 03/31/2022

Fund: Utility

Financial Institution: TEXPOOL

Account Number: XXXX0002 Date Opened: 08/01/2005 Current Interest Rate: 0.30%

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
01/01/2022		659,604.15				
01/31/2022					21.07	
02/28/2022					32.01	
03/01/2022	SOT CD XXXX2075 INTEREST		73.67			
03/01/2022	WT FROM SOT CD XXXX2073		100,000.00			
03/31/2022					99.10	
Totals for Account XXXX0002:		<u>\$659,604.15</u>	<u>\$100,073.67</u>		<u>\$152.18</u>	<u>\$759,830.00</u>
Totals for Utility Fund:		<u>\$659,604.15</u>	<u>\$100,073.67</u>		<u>\$152.18</u>	<u>\$759,830.00</u>

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/NIM Accounts:	Balance = Book Value = Current Market

City of Montgomery
Summary of Certificates of Deposit with Money Market
 01/01/2022 - 03/31/2022

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Operating															
Certificates of Deposit															
BANCORPSOUTH	XXXX2388	08/31/21	02/27/22	100,000.00	0.00	0.00	100,000.00	0.00	0.00	0.28%	94.36	138.08	0.00	138.08	0.00
	CLOSED TO TXPL XXXX0003														
FRONTIER BANK	XXXX2710	09/02/21	03/01/22	153,000.00	0.00	0.00	153,000.00	0.00	0.00	0.40%	202.88	303.63	0.00	303.63	0.00
	CLOSED TO TXPL XXXX0003														
THIRD COAST BANK, SSB	XXXX8998	08/31/21	02/27/22	100,000.00	0.00	0.00	100,000.00	0.00	0.00	0.30%	101.10	147.95	0.00	147.95	0.00
	CLOSED TO TXPL XXXX0003														
Totals for Operating Fund:				353,000.00	0.00	0.00	353,000.00	0.00	0.00	N/A	398.34	589.66	0.00	589.66	\$0.00

Beginning Balance:	\$353,000.00	Interest Earned:	\$589.66
Plus Principal From Cash:	\$0.00	Less Beg Accrued Interest:	\$398.34
Less Principal Withdrawn:	\$353,000.00	Plus End Accrued Interest:	\$0.00
Plus Interest Reinvested:	\$0.00	Fixed Interest Earned:	\$191.32
Fixed Balance:	\$0.00	MM Interest Earned:	\$49.89
MM Balance:	\$369,744.75	Total Interest Earned:	\$241.21
Total Balance:	\$369,744.75		

Methods Used For Reporting Market Values

Certificates of Deposits: Face Value Plus Accrued Interest
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
 Public Fund Investment Pool/ADM Accounts: Balance = Book Value = Current Market

City of Montgomery
Summary of Certificates of Deposit with Money Market
 01/01/2022 - 03/31/2022

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Capital Projects															
Totals for Capital Projects Fund:				0.00	0.00	0.00	0.00	0.00	0.00	N/A	0.00	0.00	0.00	0.00	\$0.00
Beginning Balance:	\$0.00											Interest Earned:	\$0.00		
Plus Principal From Cash:	\$0.00											Less Beg Accrued Interest:	\$0.00		
Less Principal Withdrawn:	\$0.00											Plus End Accrued Interest:	\$0.00		
Plus Interest Reinvested:	\$0.00											Fixed Interest Earned:	\$0.00		
Fixed Balance:	\$0.00											MM Interest Earned:	\$47.39		
MM Balance:	\$225,366.73											Total Interest Earned:	\$47.39		
Total Balance:	\$225,366.73														

Methods Used For Reporting Market Values

Certificates of Deposits: Face Value Plus Accrued Interest
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
 Public Fund Investment Pool/ADM Accounts: Balance = Book Value = Current Market

City of Montgomery
Summary of Certificates of Deposit with Money Market
 01/01/2022 - 03/31/2022

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Debt Service															
Totals for Debt Service Fund:				0.00	0.00	0.00	0.00	0.00	0.00	N/A	0.00	0.00	0.00	0.00	\$0.00
Beginning Balance:		\$0.00						Interest Earned:		\$0.00					
Plus Principal From Cash:		\$0.00						Less Beg Accrued Interest:		\$0.00					
Less Principal Withdrawn:		\$0.00						Plus End Accrued Interest:		\$0.00					
Plus Interest Reinvested:		\$0.00						Fixed Interest Earned:		\$0.00					
Fixed Balance:		\$0.00						MM Interest Earned:		\$0.00					
MM Balance:		\$517.57						Total Interest Earned:		\$0.00					
Total Balance:		\$517.57													

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/ADM Accounts:	Balance = Book Value = Current Market

City of Montgomery
Summary of Certificates of Deposit with Money Market
 01/01/2022 - 03/31/2022

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: CT Security															
Totals for CT Security Fund:				0.00	0.00	0.00	0.00	0.00	0.00	N/A	0.00	0.00	0.00	0.00	\$0.00
Beginning Balance:		\$0.00						Interest Earned:		\$0.00					
Plus Principal From Cash:		\$0.00						Less Beg Accrued Interest:		\$0.00					
Less Principal Withdrawn:		\$0.00						Plus End Accrued Interest:		\$0.00					
Plus Interest Reinvested:		\$0.00						Fixed Interest Earned:		\$0.00					
Fixed Balance:		\$0.00						MM Interest Earned:		\$0.00					
MM Balance:		\$0.00						Total Interest Earned:		\$0.00					
Total Balance:		\$0.00													

Methods Used For Reporting Market Values

Certificates of Deposits: Face Value Plus Accrued Interest
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
 Public Fund Investment Pool/ADM Accounts: Balance = Book Value = Current Market

City of Montgomery
Summary of Certificates of Deposit with Money Market
 01/01/2022 - 03/31/2022

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: CT Tech															
Totals for CT Tech Fund:				0.00	0.00	0.00	0.00	0.00	0.00	N/A	0.00	0.00	0.00	0.00	\$0.00
Beginning Balance:		\$0.00						Interest Earned:		\$0.00					
Plus Principal From Cash:		\$0.00						Less Beg Accrued Interest:		\$0.00					
Less Principal Withdrawn:		\$0.00						Plus End Accrued Interest:		\$0.00					
Plus Interest Reinvested:		\$0.00						Fixed Interest Earned:		\$0.00					
Fixed Balance:		\$0.00						MM Interest Earned:		\$0.00					
MM Balance:		\$0.00						Total Interest Earned:		\$0.00					
Total Balance:		\$0.00													

Methods Used For Reporting Market Values

Certificates of Deposits: Face Value Plus Accrued Interest
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
 Public Fund Investment Pool/ADM Accounts: Balance = Book Value = Current Market

City of Montgomery
Summary of Certificates of Deposit with Money Market
 01/01/2022 - 03/31/2022

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Grant															
Totals for Grant Fund:				0.00	0.00	0.00	0.00	0.00	0.00	N/A	0.00	0.00	0.00	0.00	\$0.00
Beginning Balance:		\$0.00					Interest Earned:		\$0.00						
Plus Principal From Cash:		\$0.00					Less Beg Accrued Interest:		\$0.00						
Less Principal Withdrawn:		\$0.00					Plus End Accrued Interest:		\$0.00						
Plus Interest Reinvested:		\$0.00					Fixed Interest Earned:		\$0.00						
Fixed Balance:		\$0.00					MM Interest Earned:		\$0.00						
MM Balance:		\$0.00					Total Interest Earned:		\$0.00						
Total Balance:		\$0.00													

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/ADM Accounts:	Balance = Book Value = Current Market

City of Montgomery
Summary of Certificates of Deposit with Money Market
 01/01/2022 - 03/31/2022

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Hotel Occupancy Tax															
Totals for Hotel Occupancy Tax Fund:				0.00	0.00	0.00	0.00	0.00	0.00	N/A	0.00	0.00	0.00	0.00	\$0.00
Beginning Balance:		\$0.00						Interest Earned:		\$0.00					
Plus Principal From Cash:		\$0.00						Less Beg Accrued Interest:		\$0.00					
Less Principal Withdrawn:		\$0.00						Plus End Accrued Interest:		\$0.00					
Plus Interest Reinvested:		\$0.00						Fixed Interest Earned:		\$0.00					
Fixed Balance:		\$0.00						MM Interest Earned:		\$0.00					
MM Balance:		\$0.00						Total Interest Earned:		\$0.00					
Total Balance:		\$0.00													

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/ADM Accounts:	Balance = Book Value = Current Market

City of Montgomery
Summary of Certificates of Deposit with Money Market
 01/01/2022 - 03/31/2022

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: MEDC															
Totals for MEDC Fund:				0.00	0.00	0.00	0.00	0.00	0.00	N/A	0.00	0.00	0.00	0.00	\$0.00
Beginning Balance:		\$0.00					Interest Earned:		\$0.00						
Plus Principal From Cash:		\$0.00					Less Beg Accrued Interest:		\$0.00						
Less Principal Withdrawn:		\$0.00					Plus End Accrued Interest:		\$0.00						
Plus Interest Reinvested:		\$0.00					Fixed Interest Earned:		\$0.00						
Fixed Balance:		\$0.00					MM Interest Earned:		\$177.08						
MM Balance:		\$839,854.01					Total Interest Earned:		\$177.08						
Total Balance:		\$839,854.01													

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/MM Accounts:	Balance = Book Value = Current Market

City of Montgomery
Summary of Certificates of Deposit with Money Market
 01/01/2022 - 03/31/2022

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Policy Asset Forfeiture															
Totals for Policy Asset Forfeiture Fund:				0.00	0.00	0.00	0.00	0.00	0.00	N/A	0.00	0.00	0.00	0.00	\$0.00
Beginning Balance:		\$0.00						Interest Earned:		\$0.00					
Plus Principal From Cash:		\$0.00						Less Beg Accrued Interest:		\$0.00					
Less Principal Withdrawn:		\$0.00						Plus End Accrued Interest:		\$0.00					
Plus Interest Reinvested:		\$0.00						Fixed Interest Earned:		\$0.00					
Fixed Balance:		\$0.00						MM Interest Earned:		\$0.00					
MM Balance:		\$0.00						Total Interest Earned:		\$0.00					
Total Balance:		\$0.00													

Methods Used For Reporting Market Values

Certificates of Deposits: Face Value Plus Accrued Interest
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
 Public Fund Investment Pool/ADM Accounts: Balance = Book Value = Current Market

City of Montgomery
Summary of Certificates of Deposit with Money Market
 01/01/2022 - 03/31/2022

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Utility															
Certificates of Deposit															
SPIRIT OF TEXAS BANK	XXXX2073	09/02/21	03/01/22	100,000.00	0.00	0.00	100,000.00	0.00	0.00	0.20%	66.30	73.67	0.00	73.67	0.00
Rollover FROM CD XXXX1404/CLOSED TO TXPL XXXX0002															
Totals for Utility Fund:				100,000.00	0.00	0.00	100,000.00	0.00	0.00	N/A	66.30	73.67	0.00	73.67	\$0.00
Beginning Balance:		\$100,000.00						Interest Earned:		\$73.67					
Plus Principal From Cash:		\$0.00						Less Beg Accrued Interest:		\$66.30					
Less Principal Withdrawn:		\$100,000.00						Plus End Accrued Interest:		\$0.00					
Plus Interest Reinvested:		\$0.00						Fixed Interest Earned:		\$7.37					
Fixed Balance:		\$0.00						MM Interest Earned:		\$152.18					
MM Balance:		\$759,830.00						Total Interest Earned:		\$159.55					
Total Balance:		\$759,830.00													
Totals for District:				453,000.00	0.00	0.00	453,000.00	0.00	0.00	N/A	464.64	663.33	0.00	663.33	\$0.00

City of Montgomery
Detail of Pledged Securities
 01/01/2022 - 03/31/2022

Financial Institution: FIRST FINANCIAL BANK															
Security:	FHLB	Par Value:	500,000.00	Maturity Date:	10/25/2027	Pledged:	09/01/2018	Released:	Amount Released:						
CUSIP:	3137F4X64	Date	Value												
		01/31/2022	485,433.90												
		02/28/2022	479,017.18												
		03/31/2022	465,247.18												
Security:	FHLMC	Par Value:	360,000.00	Maturity Date:	04/01/2022	Pledged:	07/31/2017	Released:	Amount Released:						
CUSIP:	067626H1A2	Date	Value												
		01/31/2022	361,080.00												
		02/28/2022	360,968.40												
		03/31/2022	360,000.00												

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/MM Accounts:	Balance = Book Value = Current Market

City of Montgomery
Detail of Pledged Securities
 01/01/2022 - 03/31/2022

Financial Institution: FIRST FINANCIAL BANK

Security: FHLMC CUSIP: 3137B3NA2	Par Value: 300,000.00	Maturity Date: 04/25/2023	Pledged: 02/10/2019	Released:	Amount Released:
	Date Value				
	01/31/2022 304,626.63				
	02/28/2022 302,213.81				
	03/31/2022 299,409.26				

Security: FHLMC CUSIP: 3138ERUQ1	Par Value: 2,000,000.00	Maturity Date: 07/01/2031	Pledged: 02/01/2019	Released:	Amount Released:
	Date Value				
	01/31/2022 713,107.96				
	02/28/2022 686,738.99				
	03/31/2022 660,820.25				

Security: FHLMC CUSIP: 35880CH56	Par Value: 2,710,000.00	Maturity Date: 02/15/2036	Pledged: 01/13/2021	Released:	Amount Released:
	Date Value				
	01/31/2022 586,480.00				
	02/28/2022 581,605.00				
	03/31/2022 550,555.00				

Security: FHLMC CUSIP: 4140188D6	Par Value: 500,000.00	Maturity Date: 10/01/2045	Pledged: 02/01/2021	Released:	Amount Released:
	Date Value				
	01/31/2022 569,695.00				
	02/28/2022 566,110.00				
	03/31/2022 533,795.00				

Security: FHLMC CUSIP: 41421KJQ4	Par Value: 770,000.00	Maturity Date: 09/01/2035	Pledged: 01/13/2021	Released:	Amount Released:
	Date Value				
	01/31/2022 305,085.00				
	02/28/2022 304,086.00				
	03/31/2022 302,817.00				

Security: FHLMC CUSIP: 414964RB4	Par Value: 805,000.00	Maturity Date: 03/01/2032	Pledged: 12/01/2020	Released:	Amount Released:
	Date Value				
	01/31/2022 314,665.45				
	02/28/2022 315,332.60				
	03/31/2022 310,788.90				

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/NDM Accounts:	Balance = Book Value = Current Market

City of Montgomery
Detail of Pledged Securities
 01/01/2022 - 03/31/2022

Financial Institution: FIRST FINANCIAL BANK

Security: FHLMC CUSIP: 513174YE6	Par Value: 250,000.00	Maturity Date: 02/15/2038	Pledged: 12/01/2019	Released:	Amount Released:
	Date	Value			
	01/31/2022	279,980.00			
	02/28/2022	285,202.50			
	03/31/2022	274,610.00			

Security: FHLMC CUSIP: 676006SJ9	Par Value: 250,000.00	Maturity Date: 05/01/2035	Pledged: 12/01/2019	Released:	Amount Released:
	Date	Value			
	01/31/2022	286,805.00			
	02/28/2022	278,595.00			
	03/31/2022	269,735.00			

Security: FHLMC CUSIP: 732402JM5	Par Value: 5,000,000.00	Maturity Date: 02/15/2041	Pledged: 01/15/2022	Released:	Amount Released:
	Date	Value			
	01/31/2022	1,638,224.00			
	02/28/2022	1,626,688.00			
	03/31/2022	1,552,600.00			

Security: FNMA CUSIP: 4211103Y1	Par Value: 2,000,000.00	Maturity Date: 02/15/2034	Pledged: 10/01/2018	Released:	Amount Released:
	Date	Value			
	01/31/2022	166,063.50			
	02/28/2022	165,013.50			
	03/31/2022	160,408.50			

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/NDM Accounts:	Balance = Book Value = Current Market



CITY OF MONTGOMERY, TEXAS

Sales and Use Tax Allocation Report

June 2022

Sales Taxpayer Information through June

A review of the monthly reports provided by the Comptroller of Public Accounts reflects **5,567** active taxpayer accounts coded to the City of Montgomery. Many of the accounts are either E-Commerce related, or are coded as active but have not made a sale yet, and therefore are not reflected in the monthly report(s).

Total Sales Tax Payers by Month

YEAR	MONTH	SALES TAX FILERS
2021	June	2,058
2021	July	2,051
2021	August	2,194
2021	September	2,045
2021	October	2,058
2021	November	2,207
2021	December	2,098
2022	January	2,232
2022	February*	2,296
2022	March	2,157
2022	April	2,147
2022	May*	2,365
2022	June	2,154

The number of taxpayers filing local taxes fluctuates throughout the year. February and quarterly filing months have traditionally reflected the highest number of sales tax payers. Represented here is a listing of each month and the number of taxpayer returns filed in the District, quarterly filing months are listed in **BOLD**.

Average number of taxpayers filing each month: 2,159
4% increase in taxpayers over **June 2021**

Sales Tax Allocations through June 2022

Sales tax receipts for Calendar Year 2022 total **\$2,345,956.79**

Reviewing the past twelve month reporting period, the City of Montgomery sales tax receipts were derived from an average of **2,159** taxpayers filing local tax returns each month with **May 2022** reflecting the highest taxpayer count of **2,365**.

Top 25 Sales Tax Filers - Twelve Months Combined

No.	Permit Name	NAICS
1	MCCOY'S BUILDING SUPPLY CENTER #113	444190
2	KROGER # 142	445110
3	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR	722513
4	ENTERGY TEXAS INC.	221122
5	PIZZA SHACK	722511
6	BROOKSHIRE BROTHERS #73	445110
7	STEEFAB INC.	
8	MACSOUTH FOREST PRODUCTS LLC	454390
9	RISE COLLECTIVE LLC	236220
10	JIM'S HARDWARE INC.	444130
11	MCDONALD'S 25405	722513
12	GOOGLE LLC	518210
13	PET SUPPLIES PLUS #4134	453910
14	O'REILLY AUTO PARTS #1838	441310
15	CHEWY INC.	453910
16	ALLEYTON RESOURCE COMPANY LLC	212321
17	AMAZON.COM SERVICES INC (MARKETPLACE)	454110
18	STARBUCKS COFFEE #62996	722515
19	HAWK INSTALLATION AND CONSTRUCTION INC.	238292
20	EXPRESSWAY	447110
21	AT&T #R1AS	517312
22	INTUIT INC.	334614
23	RANSOM'S	722410
24	FLORES PRODUCE	111219
25	CIRCLE K #2742316	447110



Top 25 Sales Tax Filers - June 2022

No.	Permit Name	NAICS
1	MCCOY'S BUILDING SUPPLY CENTER #113	444190
2	KROGER # 142	238292
3	FLORES PRODUCE	111219
4	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR	722513
5	K. HOVNANIAN OF HOUSTON II L.L.C.	236115
6	PIZZA SHACK	722511
7	INTUIT INC.	334614
8	GOOGLE LLC	518210
9	JIM'S HARDWARE INC.	444130
10	MCDONALD'S 25405	722513
11	BUILDERS FIRSTSOURCE - TEXAS INSTALLED SALES LLC	236116
12	PET SUPPLIES PLUS #4134	453910
13	O'REILLY AUTO PARTS #1838	441310
14	AMAZON.COM SERVICES INC (MARKETPLACE)	454110
15	COBURN SUPPLY COMPANY INC.	423720
16	CHEWY INC.	453910
17	AT&T #R1AS	517312
18	EXPRESSWAY	447110
19	UNCLE BOB'S BBQ MONTGOMERY	722511
20	BFI WASTE SERVICES OF TEXAS LP	562111
21	STARBUCKS COFFEE #62996	722515
22	RANSOM'S	722410
23	RUTHIE GRACE	448120
24	PANDA EXPRESS #3466	722513
25	FRONTIER TECHNOLOGY LLC	454390

June 2022 | May 2022 Top 25 Taxpayer Comparison

June 2022

Non-Quarterly Filer Month

1	MCCOY'S BUILDING SUPPLY CENTER #113
2	KROGER # 142
3	FLORES PRODUCE
4	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR
5	K. HOVNANIAN OF HOUSTON II L.L.C.
6	PIZZA SHACK
7	INTUIT INC.
8	GOOGLE LLC
9	JIM'S HARDWARE INC.
10	MCDONALD'S 25405
11	BUILDERS FIRSTSOURCE - TEXAS INSTALLED SALES LLC
12	PET SUPPLIES PLUS #4134
13	O'REILLY AUTO PARTS #1838
14	AMAZON.COM SERVICES INC (MARKETPLACE)
15	COBURN SUPPLY COMPANY INC.
16	CHEWY INC.
17	AT&T #R1AS
18	EXPRESSWAY
19	UNCLE BOB'S BBQ MONTGOMERY
20	BFI WASTE SERVICES OF TEXAS LP
21	STARBUCKS COFFEE #62996
22	RANSOM'S
23	RUTHIE GRACE
24	PANDA EXPRESS #3466
25	FRONTIER TECHNOLOGY LLC

May 2022

Quarterly Filer Month

1	KROGER # 142
2	MCCOY'S BUILDING SUPPLY CENTER #113
3	ENTERGY TEXAS INC.
4	BROOKSHIRE BROTHERS #73
5	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR
6	PIZZA SHACK
7	GOOGLE LLC
8	JIM'S HARDWARE INC.
9	MCDONALD'S 25405
10	O'REILLY AUTO PARTS #1838
11	RANSOM'S
12	PET SUPPLIES PLUS #4134
13	SUMMIT PRECAST CONCRETE LLC
14	AUTOZONE #6044
15	CHEWY INC.
16	AT&T #R1AS
17	INTUIT INC.
18	SEALE OIL TOOLS LLC
19	BFI WASTE SERVICES OF TEXAS LP
20	STARBUCKS COFFEE #62996
21	AMAZON.COM SERVICES INC (MARKETPLACE)
22	INTERCOOL USA LLC
23	BUILDER SALES LLC
24	EXPRESSWAY
25	COBURN SUPPLY COMPANY INC.

May 2022 | 2021 Comparison

Receipts of Sales Tax Were as Follows:	June 2022	June 2021
	\$371,794.81	\$279,583.10

Total Sales Tax Allocations Received:	2022 FYTD	2022 Budget	% of Budget
	\$3,450,637.29	\$4,300,000.00	80%

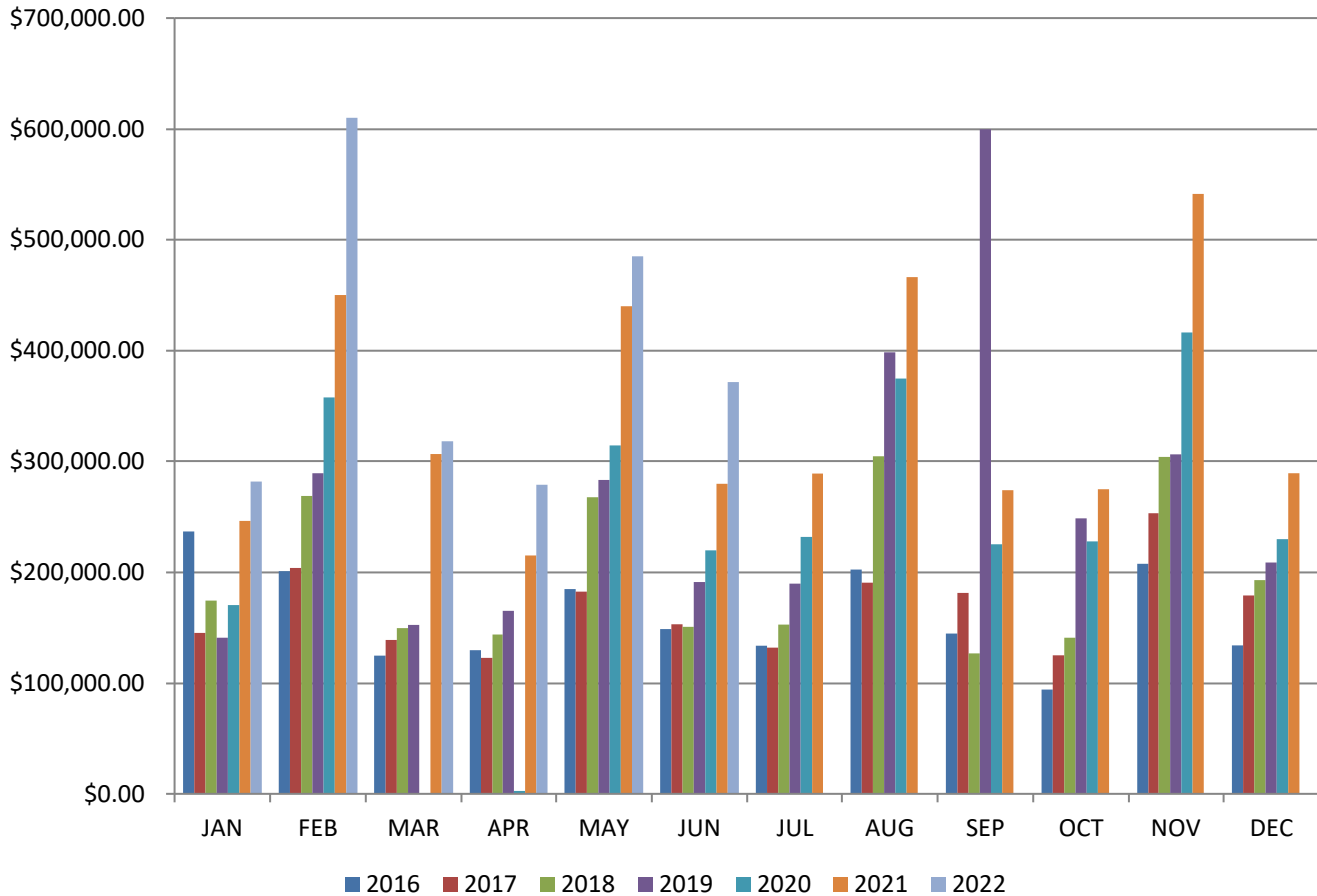
Fiscal Year Date Range: October-September

FY 2019 Total Allocations	FY 2018 Total Allocations	FY 2017 Total Allocations	FY 2016 Total Allocations	FY 2015 Total Allocations	2014 Total Allocations
\$3,049,090.59	\$2,298,289.34	\$1,889,285.60	\$1,867,030.18	\$1,699,926.42	\$1,688,374.26
FY 2020 Total Allocations	FY 2021 Total Allocations				
\$2,661,447.47	\$3,840,647.17				

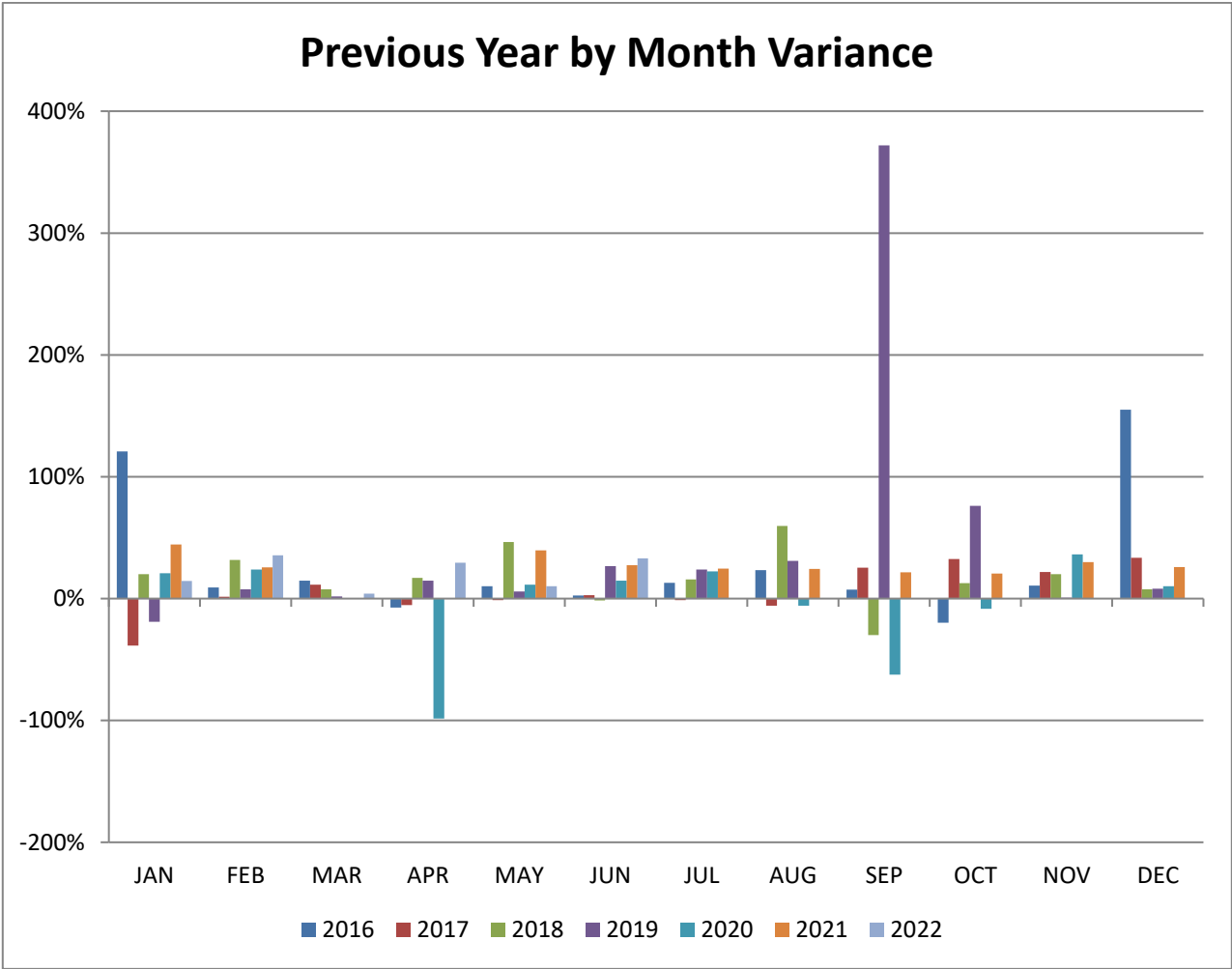
Total Allocations, 1995-Present
\$39,400,113.78

Calendar Year 2022 Sales Tax Averages		Calendar Year 2021 Sales Tax Averages	
Total: \$2,345,956.79		Total: \$4,071,078.89	
Mean Allocation: \$390,992.80		Mean Allocation: \$339,256.57	
Median Allocation: \$345,285.03		Median Allocation: \$288,918.62	

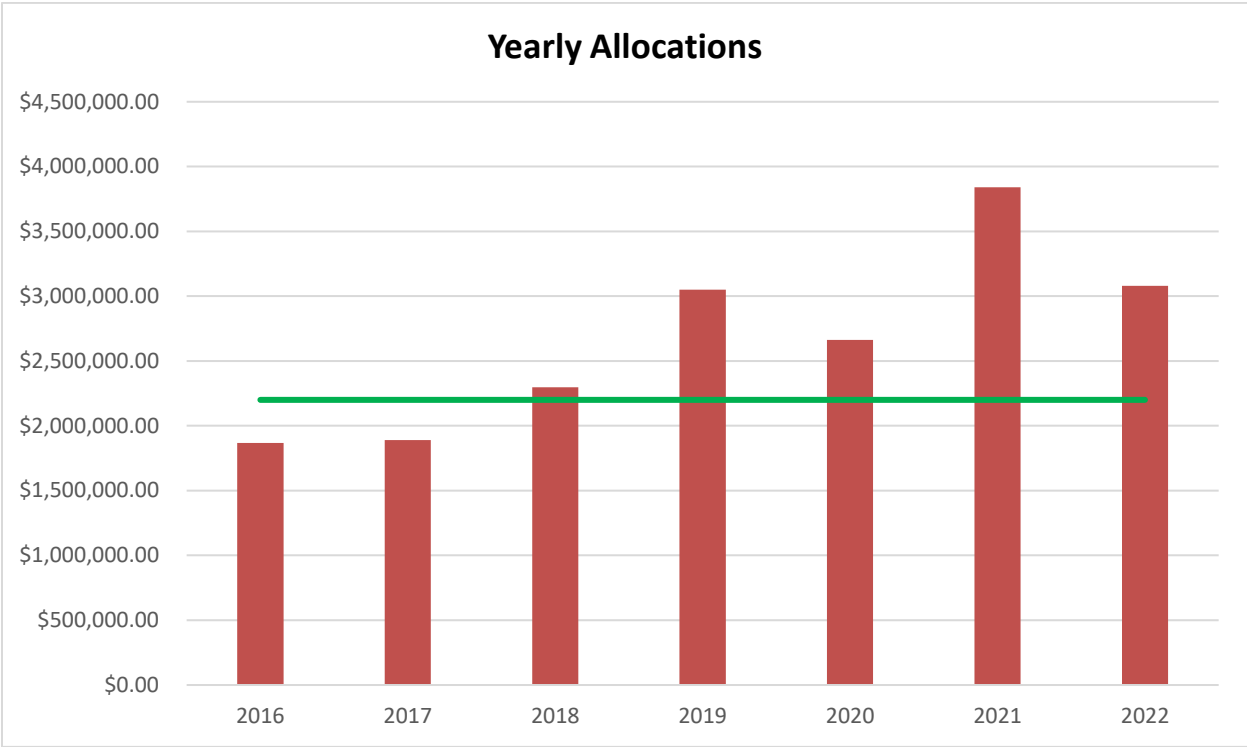
Monthly Allocations



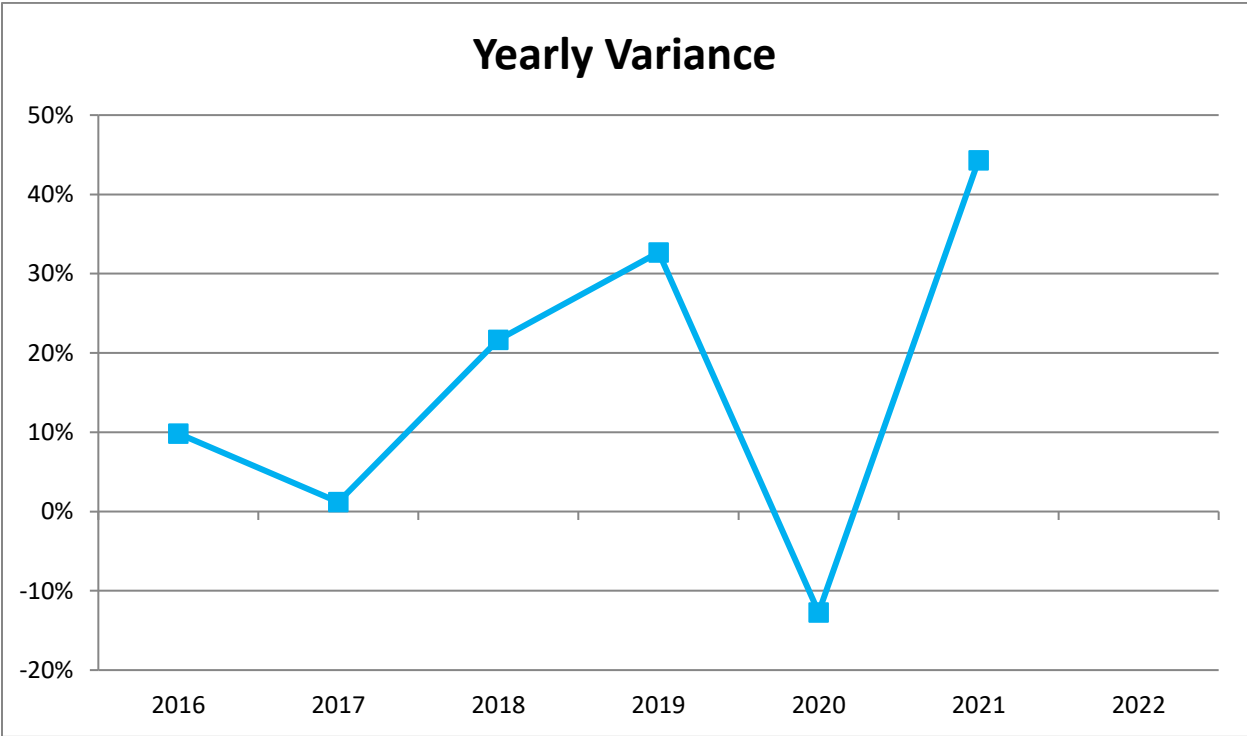
	2016	2017	2018	2019	2020	2021	2022
JAN	\$236,764.92	\$145,488.55	\$174,487.10	\$141,238.00	\$170,531.07	\$246,166.57	\$281,476.57
FEB	\$200,985.71	\$204,006.24	\$268,635.98	\$289,215.49	\$358,073.66	\$450,079.02	\$610,440.11
MAR	\$125,057.26	\$139,225.65	\$149,964.30	\$152,607.97	\$0.00	\$306,201.64	\$318,775.25
APR	\$130,098.69	\$123,234.01	\$144,205.61	\$165,516.81	\$2,724.55	\$215,206.50	\$278,593.13
MAY	\$184,955.47	\$182,757.15	\$267,397.74	\$283,049.52	\$315,099.96	\$440,192.71	\$484,876.92
JUN	\$149,145.60	\$153,336.53	\$151,071.81	\$191,260.13	\$219,615.98	\$279,583.10	\$371,794.81
JUL	\$134,137.44	\$132,394.32	\$153,156.83	\$189,741.79	\$231,928.50	\$288,879.49	
AUG	\$202,380.82	\$190,648.43	\$304,422.57	\$398,641.13	\$375,019.12	\$466,305.61	
SEP	\$144,903.50	\$181,625.33	\$127,165.52	\$599,991.27	\$225,114.39	\$273,783.75	
OCT	\$94,652.13	\$125,361.52	\$141,162.59	\$248,593.82	\$227,917.54	\$274,762.64	
NOV	\$207,611.58	\$253,111.48	\$303,708.43	\$305,939.66	\$416,557.44	\$540,960.11	
DEC	\$134,305.68	\$179,308.88	\$192,957.46	\$208,806.76	\$229,773.80	\$288,957.75	

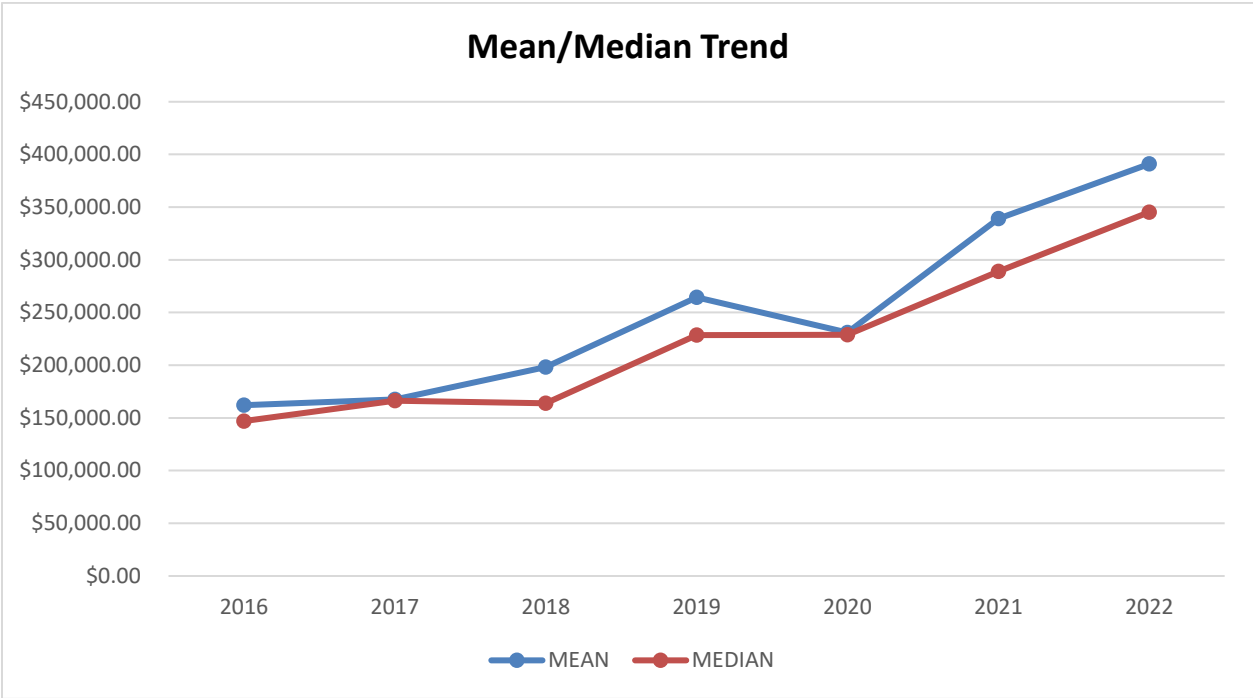


	2016	2017	2018	2019	2020	2021	2022
JAN	121%	-39%	20%	-19%	21%	44%	14%
FEB	9%	2%	32%	8%	24%	26%	36%
MAR	15%	11%	8%	2%	N/A	N/A	4%
APR	-7%	-5%	17%	15%	-98%	N/A	29%
MAY	10%	-1%	46%	6%	11%	40%	10%
JUN	3%	3%	-1%	27%	15%	27%	33%
JUL	13%	-1%	16%	24%	22%	25%	
AUG	23%	-6%	60%	31%	-6%	24%	
SEP	7%	25%	-30%	372%	-62%	22%	
OCT	-20%	32%	13%	76%	-8%	21%	
NOV	11%	22%	20%	1%	36%	30%	
DEC	155%	34%	8%	8%	10%	26%	

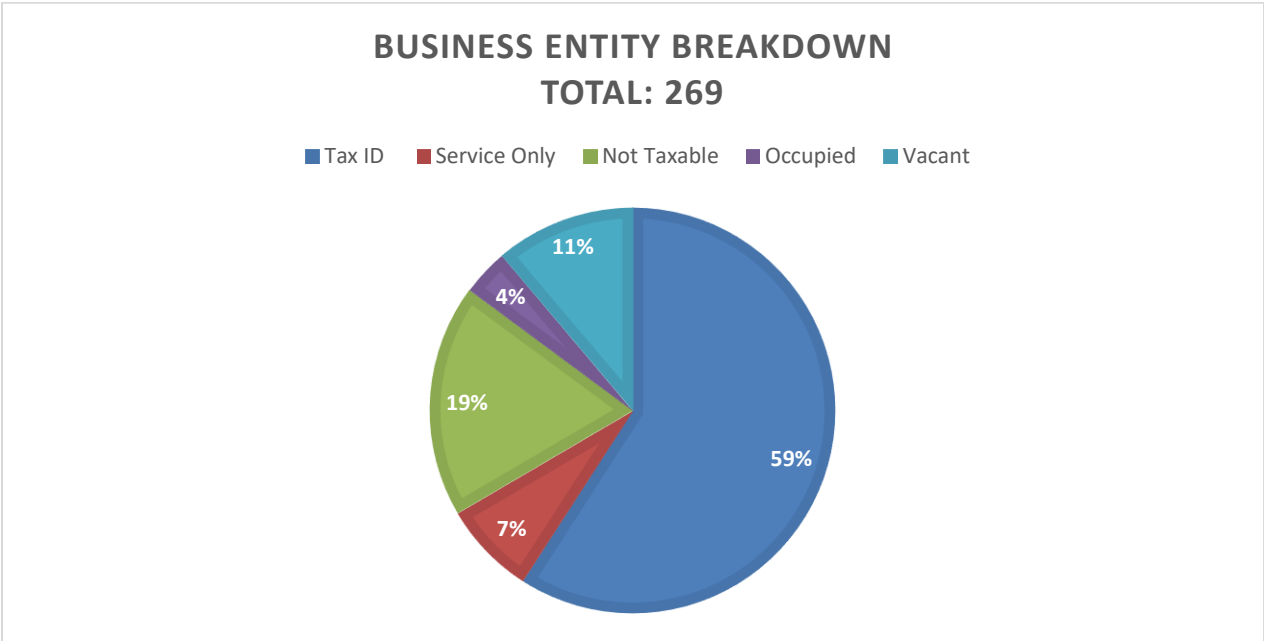


FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022
\$1,867,030.18	\$1,889,285.60	\$2,298,289.34	\$3,049,090.59	\$2,661,447.47	\$3,840,647.17	\$3,450,637.29
10%	1%	22%	33%	-13%	44%	





	2016	2017	2018	2019	2020	2021	2022
Mean	\$162,083.23	\$167,541.51	\$198,194.66	\$264,550.20	\$231,029.67	\$339,256.57	\$390,992.80
Median	\$147,024.55	\$166,322.71	\$163,821.97	\$228,700.29	\$228,845.67	\$288,918.62	\$345,285.03



File Sales Tax	Service Only	Not Taxable	Occupied	Vacant
159	20	50	10	30

NAICS CODE	NAICS CODE DESCRIPTION
111219	Other Vegetable (except Potato) and Melon Farming
212321	Construction Sand and Gravel Mining
221112	Fossil Fuel Electric Power Generation
236220	Commercial and Institutional Building Construction
238140	Masonry Contractors
238150	Glass and Glazing Contractors
238210	Electrical Contractors and Other Wiring Installation Contractors
238990	All Other Specialty Trade Contractors
334111	Electronic Computer Manufacturing
334614	Software and Other Prerecorded Compact Disc, Tape, and Record Reproducing
423450	Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers
423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers
423830	Industrial Machinery and Equipment Merchant Wholesalers
441310	Automotive Parts and Accessories Stores
442110	Furniture Stores
442210	Floor Covering Stores
443142	Electronics Stores
444110	Home Centers
444120	Paint and Wallpaper Stores
444130	Hardware Stores
444190	Other Building Material Dealers
444220	Nursery, Garden Center, and Farm Supply Stores
445110	Supermarkets and Other Grocery (except Convenience) Stores
446120	Cosmetics, Beauty Supplies, and Perfume Stores
447110	Gasoline Stations with Convenience Stores
447190	Other Gasoline Stations
448140	Family Clothing Stores
451211	Book Stores
452210	Department Stores
452319	All Other General Merchandise Stores
453210	Office Supplies and Stationery Stores
453910	Pet and Pet Supplies Stores
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)
454110	Electronic Shopping and Mail-Order Houses

454390	Other Direct Selling Establishments
511210	Software Publishers
515210	Cable and Other Subscription Programming
517311	Wired Telecommunications Carriers
517312	Wireless Telecommunications Carriers (except Satellite)
518210	Data Processing, Hosting, and Related Services
541410	Interior Design Services
561710	Exterminating and Pest Control Services
561730	Landscaping Services
561790	Other Services to Buildings and Dwellings
713940	Fitness and Recreational Sports Centers
722410	Drinking Places (Alcoholic Beverages)
722511	Full-Service Restaurants
722513	Limited-Service Restaurants
811111	General Automotive Repair



Montgomery Police Department

Chief Anthony Solomon

Activity Report

May 1, 2022 – May 31, 2022

Patrol Division

• Calls for Service	-	157
• Total Reports	-	36
• Citations Issued	-	202
• Warnings Issued	-	402
• Arrests	-	15
• Accidents	-	10

Breakdown by Offense Category

• DWI	3
• Drug Arrests/Citations	8
• Family Violence/Assault	2
• Warrant Arrests	4
• Theft	3
• Fraud/Credit Card Abuse	2
• Public Intoxication	1
• Assault on a Public Servant	1
• Evading w/vehicle	1
• Accident w/ Fatality	1
• Unlawful Possession of Firearm	1

Investigation Division

Total number of assigned cases to C.I.D. for the month: 6

Personnel/Training

- Officers Lozano and Voytko attended Taser Instructor Training.
- Officer McRae attended Collision Reconstruction training.
- Officer Saah attended Child Safety Training.
- Officers Hensley and Aguirre attended Unmanned Aircraft Systems/Drone training.

Major Incidents

- Officers were called to the scene of a fatal accident on May 7, 2022 at the 22000 block of W FM 1097. Our accident investigator was called to the scene to begin the investigation. This investigation is still ongoing and will be sent to the Montgomery County District Attorney's Office once complete.

Upcoming Events

- June 29th – CERT course begins for 9 weeks
- July 2nd – Freedom Festival
- August 25th – Coffee with a Cop

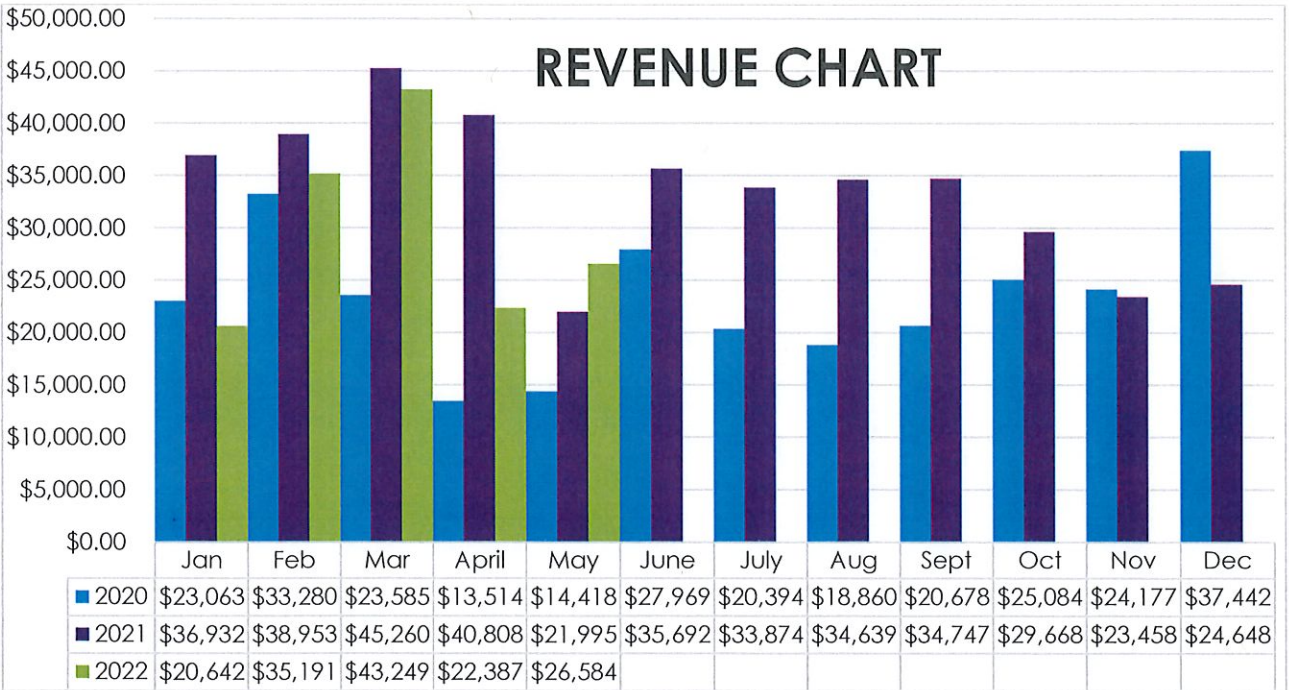
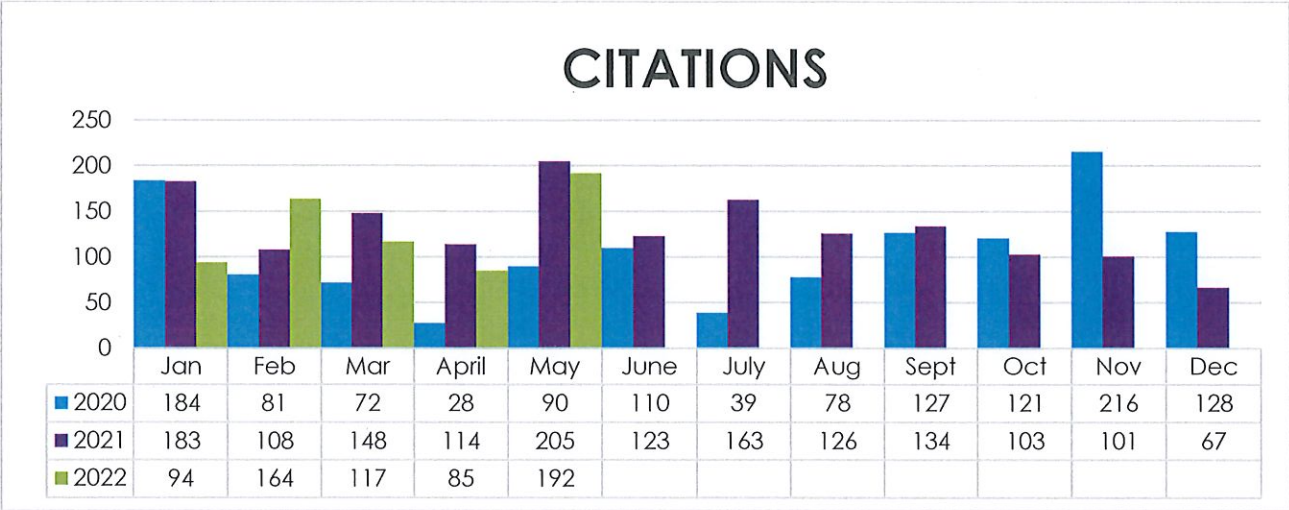
Traffic and Safety Initiatives

- Our department participated in Click It or Ticket during the month of May. The focus of this TXDOT program is to educate drivers and passengers on the importance of always wearing a seat belt.

City of Montgomery Municipal Court Report May 2022

Kimberly Duckett
Court Administrator





Comparison Chart

Citations and Revenue January 2020 - 2022

	2020	2021	2022
Jan	184	183	94
Feb	81	108	164
Mar	72	148	117
April	28	114	85
May	90	205	192
June	110	123	
July	39	163	
Aug	78	126	
Sept	127	134	
Oct	121	103	
Nov	216	101	
Dec	128	67	

Totals 1274 1575 652

	2020	2021	2022
Jan	\$23,063.40	\$36,932.88	\$20,642.12
Feb	\$33,280.30	\$38,953.88	\$35,191.59
Mar	\$23,585.48	\$45,260.60	\$43,249.60
April	\$13,514.80	\$40,808.03	\$22,387.94
May	\$14,418.77	\$21,995.10	\$26,584.71
June	\$27,969.63	\$35,692.30	
July	\$20,394.55	\$33,874.84	
Aug	\$18,860.50	\$34,639.40	
Sept	\$20,678.83	\$34,747.41	
Oct	\$25,084.90	\$29,668.47	
Nov	\$24,177.27	\$23,458.35	
Dec	\$37,442.27	\$24,648.00	

Totals \$282,470.70 \$400,679.26 \$148,055.96

Fiscal Year 2020-2021		
	2020	2021
Oct	\$25,084.90	
Nov	\$24,177.27	
Dec	\$37,442.27	
Jan		\$36,932.88
Feb		\$38,953.88
March		\$45,260.60
April		\$40,808.03
May		\$21,995.10
June		\$35,692.30
July		\$33,874.84
Aug		\$34,639.40
Sept		\$34,747.41
	\$86,704.44	\$322,904.44

Total
\$409,608.88

Fiscal Year 2021-2022		
	2021	2022
Oct	\$29,668.47	
Nov	\$23,458.35	
Dec	\$24,648.00	
Jan		\$20,642.12
Feb		\$35,191.59
March		\$43,249.60
April		\$22,387.94
May		\$26,584.71
June		
July		
Aug		
Sept		
	\$77,774.82	\$148,055.96

Total
\$225,830.78

UTILITY/GENERAL FUND REPORT – MAY 2022

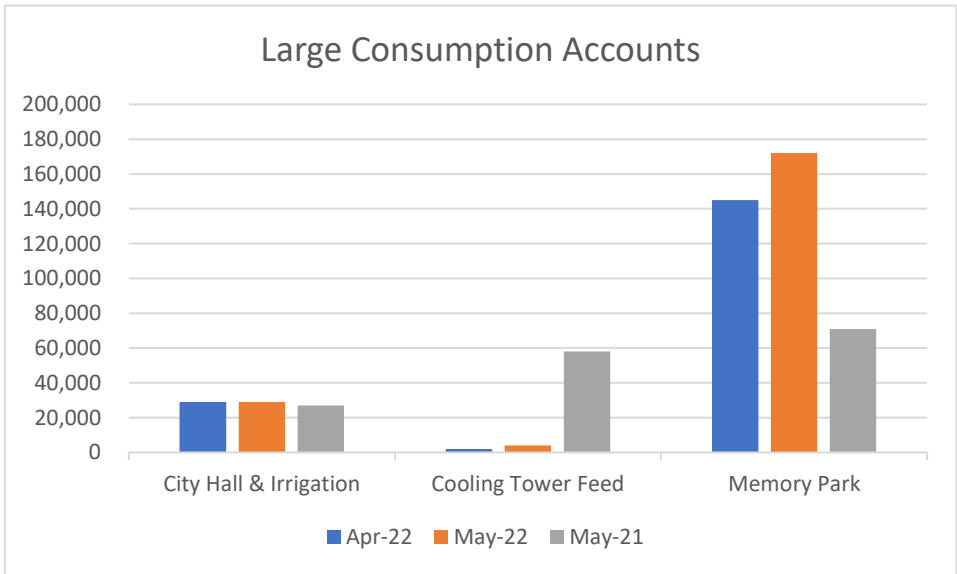
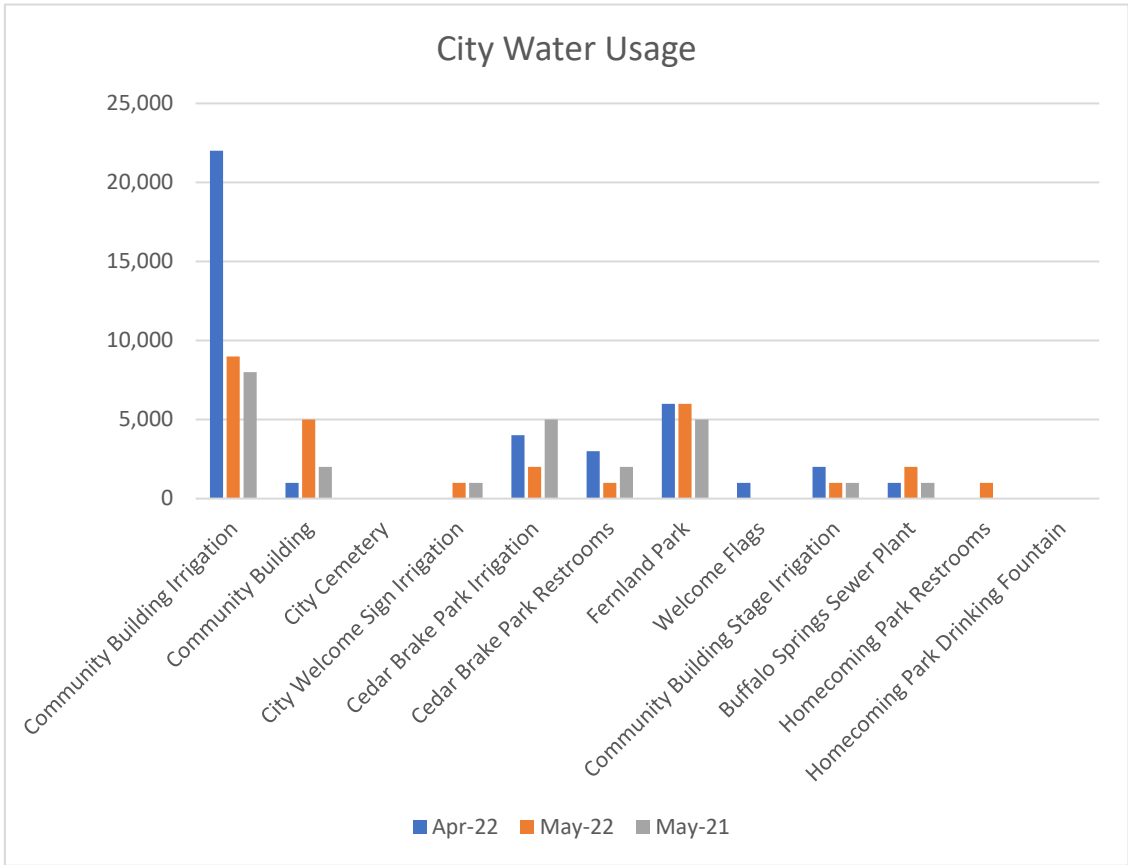
TOTAL REVENUE	
Utilities	\$169,175.21
Permits	\$47,674.50
Vendor/Sign/Photography Permit	\$270.00
Flags Sold	\$201.00
Community Building/ Park Rentals	\$1,400.00
Community Building Deposit	\$600.00
Zoning Fee	\$500.00
Relocate Meter Box	\$253.75
Memory Park Fund	\$400.00
City Reimbursement- Water Well #3	\$22,648.65
City Reimbursement- TML Property Damage Deductible	\$13,755.00
PD Reimbursement- TML Scurby Vehicle Deductible	\$33,687.50
Escrow Fees	\$21,000.00
Row Fees	\$1,510.84
Golf Cart Fee	\$25.00
Arrest Fees	\$58.00
Street Festival Deposit	\$200.00
Culvert Installation	\$958.50
Online Transaction Fees Web Payments	\$605.00
Monthly Total:	\$314,922.95

ARREARS			
	60 Days	90 Days	120+ Days
Number of Accounts	5	2	38
Amount	\$307.59	\$270.44	\$4,917.96
GRAND TOTAL:			\$5,495.99

PERMITS	
Type	Permit Total
Building-Residential	9
Plumbing	11
Irrigation	16
Solar	1
Generator	1
Building-Commercial	4
Pool	4
Sign	1
Mechanical	20
Electrical	12
TOTAL	79

UTILITIES	
New Water Accts.	25
Disconnected Water Accts.	16
Total Number of Active Accts.	1010

CITY ACCOUNT WATER USAGE				
ACCOUNT NAME	ACCT #	Apr-22	May-22	May-21
Community Building Irrigation	(01-8732-00)	22,000	9,000	8,000
Community Building	(01-0130-00)	1,000	5,000	2,000
City Cemetery	(01-1110-00)	0	0	0
City Welcome Sign Irrigation	(01-8733-00)	0	1,000	1,000
Cedar Brake Park Irrigation	(01-8736-00)	4,000	2,000	5,000
Cedar Brake Park Restrooms	(01-8735-00)	3,000	1,000	2,000
Ferland Park	(01-8737-00)	6,000	6,000	5,000
Welcome Flags	(01-8734-00)	1,000	0	0
Community Building Stage Irrigation	(01-6180-00)	2,000	1,000	1,000
Buffalo Springs Sewer Plant	(01-8821-00)	1,000	2,000	1,000
Homecoming Park Restrooms	(01-8820-00)	0	1,000	0
Homecoming Park Drinking Fountain	(01-8738-00)	0	0	0
City Hall & Irrigation	(01-6190-00)	29,000	29,000	27,000
Cooling Tower Feed	(01-0355-00)	2,000	4,000	58,000
Memory Park	(01-5885-00)	145,000	172,000	71,000





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

Monthly Report for May 2022

Water

- Repaired gate at Water Plant #2.
- Repaired fire hydrant at 149 @ FM1097.
- Raised blowoff and raised hole with additional dirt at FM1097 @ Terra Vista.
- Completed monthly cutoff list for nonpayment.
- 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 13 water accounts.
- Completed 5 work orders for endpoint maintenance issues.
- Completed 4 work orders for water leaks.
- Completed 12 work orders for miscellaneous water issues.
- Completed 8 work orders for water taps.

Wastewater

- Repainted previous office at WWTP #2.
- Completed 7 work orders for sewer taps.
- Completed 1 work order for sewer-stop up.

Streets/Drainage/ROW

- Repaired 1 pothole.
- Flail mowed between businesses on Liberty.
- Completed items for weed patrol.
- Cleaned up brush in front of culvert on Caroline and Houston Streets.
- Reset bump stops in downtown.
- Completed 5 work orders for Street ROW – Ditch/Drainage.
- Completed daily utility locates as necessary.
- Completed daily removal of bandit signs as necessary.

Building/Facility/Vehicle/Equipment Maintenance

- Cleared easements at WWTP #2 and Water Plant #2.
- Replaced lock on PD door.
- Added electrical and internet outlets to the Assistant City Administrator's office.
- Power washed City Hall including parking lot.
- Installed keyboard tray on Special Projects Manager's desk.
- Secured light fixture on administration side at City Hall.



- Installed white erase board in City Secretary's office.
- Assembled chair for utility desk.
- Completed painting walls in Records office.
- Repaired door to court desk at City Hall.
- Responded to emergency cleanup following event at Community Center.
- Repaired HR file cabinet in City Secretary's office.
- Repaired irrigation at City Hall.
- Conducted weekly Safety Inspection Reports.
- Completed monthly light bulb check at all facilities.
- Delivered cases of water to City Hall as requested.
- Completed weekly cleaning of Community Center.
- Set bump stops in rear parking lot at Community Center after asphalt repairs.
- Restriped lanes in the north parking lot of Community Center.
- Completed weekly pre-trip inspections of crew trucks.
- Completed monthly check of all irrigation systems and made repairs as necessary.
- Completed 17 work orders for general-City Hall maintenance.

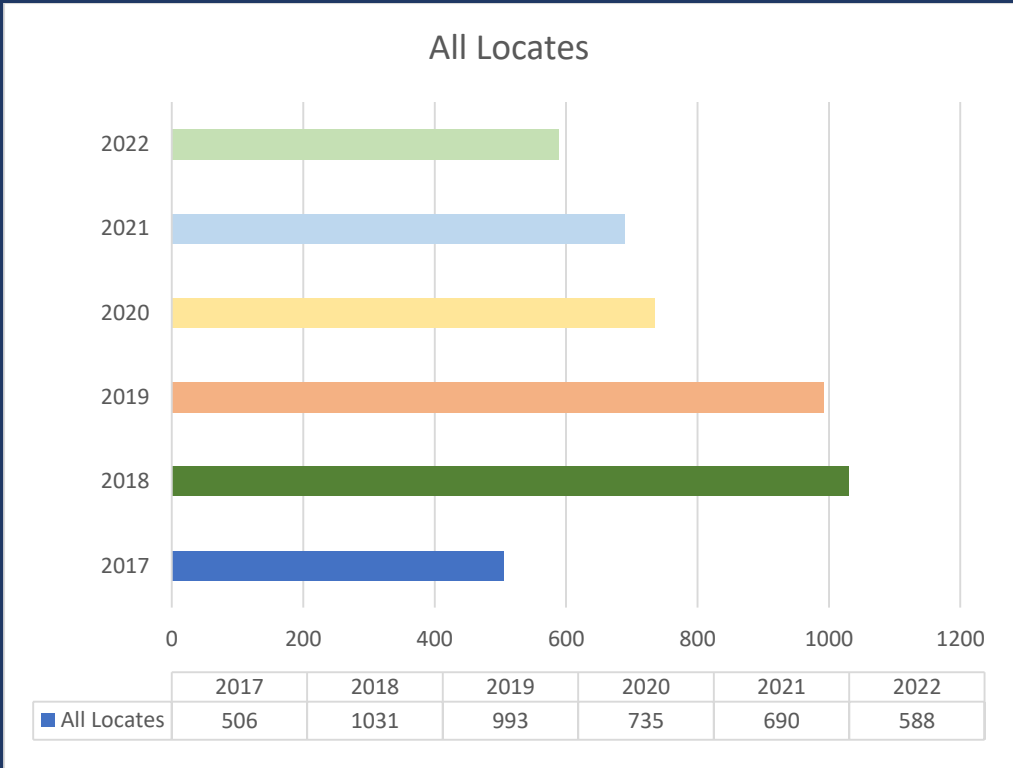
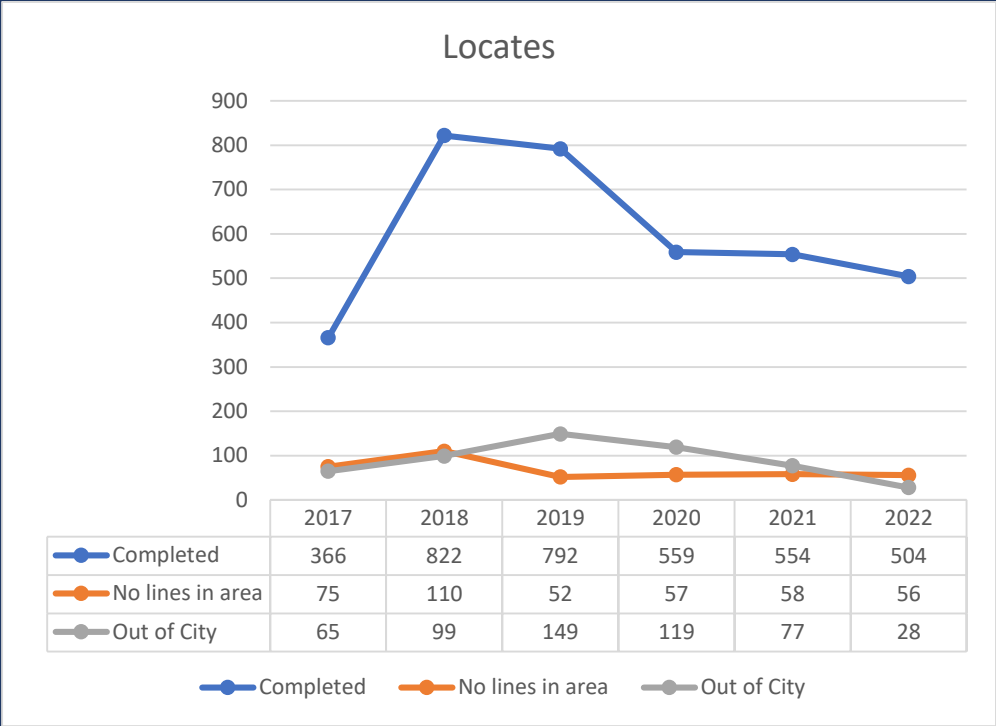
Parks/Recreation

- Repaired irrigation at Memory Park and Fernland Park.
- Replaced drinking fountain at Homecoming Park.
- Replaced 1 BBQ pit and installed 2 additional BBQ pits at Cedar Brake Park.
- Removed bushes and completed fence at Homecoming Park.
- Repaired bridge and climbing area on playground equipment at Cedar Brake Park.
- Added sprinkler head to new flower bed at Memory Park.
- Restriped parking lot at Homecoming Park.
- Posted all park reservation notices.
- Completed 54 work orders for maintenance-parks issues.
- M/W/F cleaning of all restrooms and grounds.
- Directed the Quarterly Parks Advisory Committee Meeting.
- Fernland docents reported 667 visitors and provided 65 tours for the month.

General

- Assembled chairs for Director's and Foreman's offices.
- Completed 19 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.
- Attended and assisted with Antiques Festival.
- Attended Water Plant No. 3 Generator Pre-Construction Meeting.
- Attended Parks Advisory Committee meeting.
- Attended Department Head meeting.
- Attended Meeting regarding Farmers Market.
- Treated to lunch by WGA, Amy Brown, Mayor Byron Sanford, Rebecca Huss, and Assistant City Administrator Dave McCorquodale for National Public Works Week.





*January – May 2022 Data





City of Montgomery
Operations Report
May 2022
04/18/22 – 05/17/22

District Alerts

04/23/2022— WWTP, Generator

Operator was called out to facility due to auto dialer calling out for generator running. Operator investigated and confirmed facility was running normal. No further issues found.

04/25/2022— Lift Station 3 and 4, High wet well

Operator was called out to facility due high wet well. Upon arrival operator found both lift stations at high level due to the recent rainstorm and unable to keep up with flow. Maintenance was notified to clean the debris and no further issues were reported.

04/30/2022— Lift Station 2, 3, 7, 8, 9, 10 and 12, WWTP, WP2, Power failure

Operator was called out to facilities due to power outage. Entergy was notified and made us aware of an issue on their end. The facilities were restored with power and no further issues reported.

05/01/2022— Lift Station 4, High wet well

Operator was called out to facility due high wet well. Upon arrival operator found both lift stations at high level. Maintenance was notified to clean the debris and no further issues were reported.

05/05/2022— Lift Station 3, High wet well

Operator was called out to facility due high wet well. Upon arrival operator found facility at normal level and reset facility equipment. No further issues found.

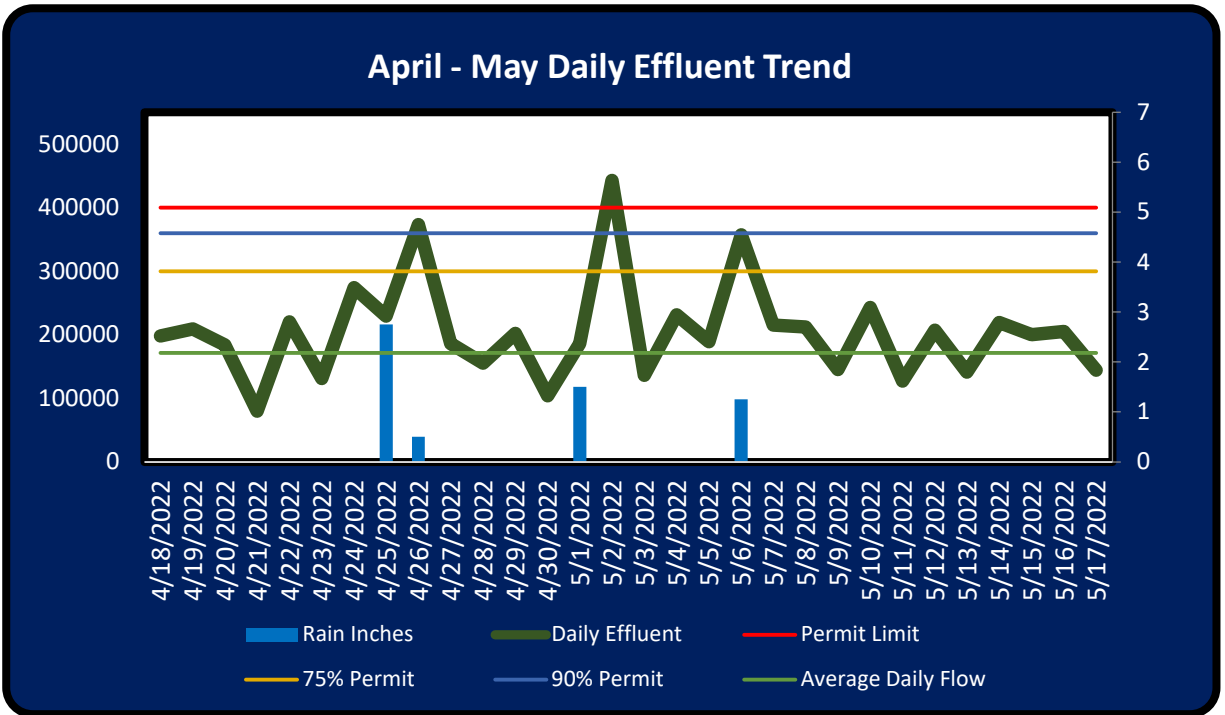
05/14/2022— Leak Reported, 827 Stewart

Resident reported a leak near the water tank. Operator investigated the issue and found the ground storage tank overflowing. The check valve to booster pump 3 was replaced to keep water from back feeding into tank.

05/14/2022 – Lift Station 2, VFD failure

Operator was called out to facility due auto dialer calling out for VFD failure at lift pump 3. Operator investigated the issue and reset facility equipment. No further issues.

Wastewater Plant Flow Detail



- Flow for the month of April – May was 6,145,000 gallons
- Daily peak flow was May 2, 2022 was 443,000 gallons
- Average Daily Flow 204,800 gallons
 - 3-month average flow 194,267 gallons
 - 51% 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	2.00	no
Average Monthly NH3	2	mg/l	0.49	no
Minimal CL2 Residual	1	mg/l	1.66	no
Max CL2 Residual	4	mg/l	3.95	no
Rainfall for the Month			6.00	inches

There were no excursions for the month of May.

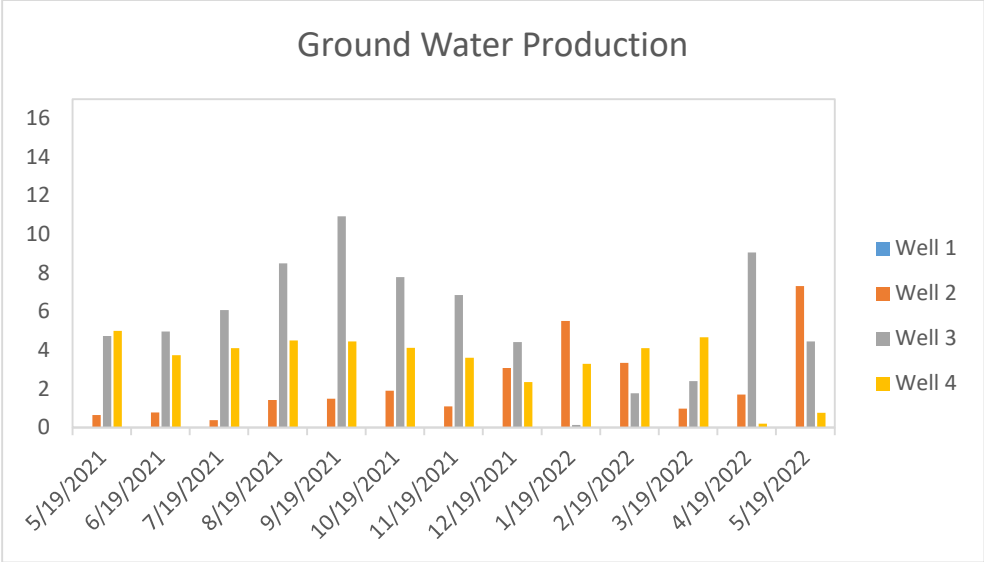
Water Report:

04/18/2022-05/17/2022

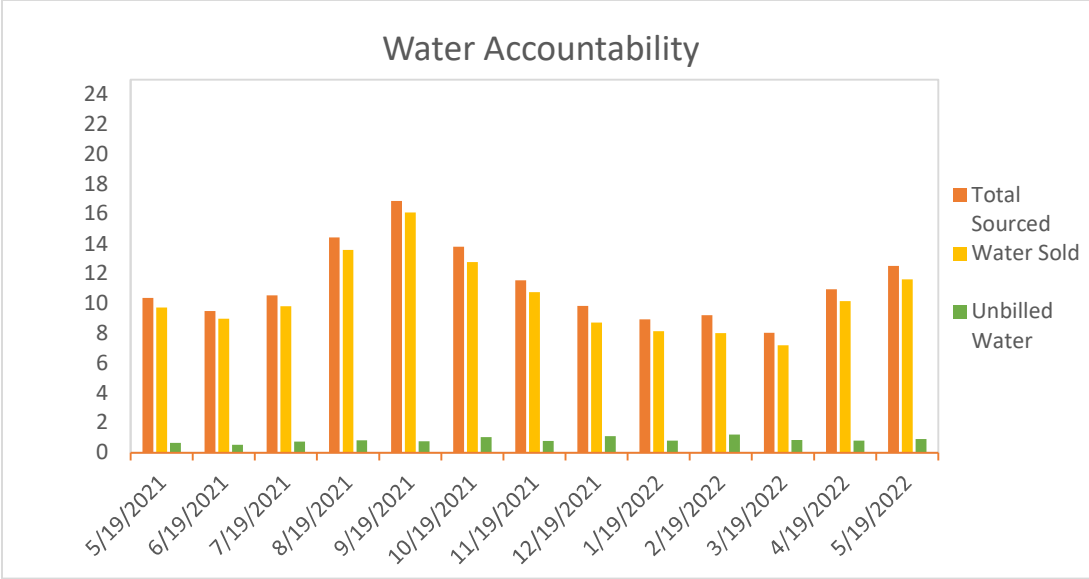
2022							
Well Name	Recorded Flow MGD	% of Total	Rating MGD/Day	YTD Pumpage MGD	YTD %	Permitted Value	Remaining Permit %
Well 2	7.318	58.46%	0.864	16.323	36.35%	92.930	64.07%
Well 3	4.445	35.51%	0.864	17.063	37.99%		
Well 4	0.754	6.02%	2.160	11.525	25.66%	90.000	87.19%
Total	12.517	100.00%	3.888	44.911	100%	182.930	
Flushing	0.712						
Subtotal	11.805						
Sold	11.603						
% Accounted	98%						

Accountability	
Total Water Sourced	12.517
Flushing	0.712
Subtotal	11.805
Sold	11.603
Accountability %	98%

CONNECTIONS	
School	12
Commercial Inside	170
Commercial Outside	2
Residential Inside	889
Residential Outside	29
Church	14
City	17
Hydrant	7
Multifamily	14
n/a	3
Total	1157



Date	Total	Well_1	Well_2	Well_3	Well_4
AVG	11.26	0.000	2.277	5.539	3.447
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
7/19/2021	10.538	0.000	0.372	6.073	4.093
8/19/2021	14.408	0.000	1.421	8.492	4.495
9/19/2021	16.857	0.000	1.490	10.916	4.451
10/19/2021	13.802	0.000	1.902	7.784	4.116
11/19/2021	11.545	0.000	1.088	6.855	3.602
12/19/2021	9.819	0.000	3.066	4.410	2.343
1/19/2022	8.916	0.000	5.511	0.124	3.281
2/19/2022	9.200	0.000	3.343	1.764	4.093
3/19/2022	8.036	0.000	0.977	2.394	4.665
4/19/2022	10.938	0.000	1.699	9.048	0.191
5/19/2022	12.517	0.000	7.318	4.445	0.754
Total	146.42	0.000	29.602	72.001	44.814



Date	Accountability	Unaccounted	Total Sourced	Water Sold	Flushing/ Leaks	Unbilled Water
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
7/19/2021	94%	0.634	10.538	9.803	0.101	0.735
8/19/2021	98%	0.355	14.408	13.579	0.474	0.829
9/19/2021	97%	0.577	16.857	16.097	0.183	0.760
10/19/2021	94%	0.885	13.802	12.760	0.157	1.042
11/19/2021	95%	0.632	11.545	10.758	0.155	0.787
12/19/2021	91%	0.904	9.819	8.721	0.194	1.098
1/19/2022	96%	0.401	8.916	8.125	0.390	0.791
2/19/2022	103%	-0.237	9.200	8.002	1.435	1.198
3/19/2022	96%	0.327	8.036	7.184	0.525	0.852
4/19/2022	96%	0.447	10.938	10.140	0.351	0.798
5/19/2022	98%	0.202	12.517	11.603	0.712	0.914



June 23, 2022

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

Re: Monthly Engineering Report
City Council Meeting June 28, 2022

Dear Mayor and Council:

The following is a brief summary that describes our activities since the May 24, 2022 Council Meeting:

Capital Projects:

1. **Water Plant No. 3 Improvements** – We received Pay Estimate Nos. 4 and 5 in the amount of \$176,522.41 and \$17,055.00, respectively, enclosed as **Attachment 01 and 02**. We also received Change Order No. 3 in the amount of \$3,612.84 to reroute the conduit and sensor line connecting the new cooling tower to the control panel. Construction of the project is nearly complete and final testing is being performed before all new facilities are put into service. We expect all facilities to be online and plan to conduct a final inspection in the next 30 days. As of May 31, 2022 the contract is 99% complete by contract value.



Figure 1: Cooling Tower May 17, 2022



Figure 2: Hydropneumatic Tanks May 17, 2022

2. GLO Projects

- a. **Water Plant No. 3 Generator** – Quiddity issued a notice to proceed on May 16th. it is our understanding the contractor is experiencing delays in the generator arrival.

- b. **Dr. Martin Luther King Jr. Drive Ditch Regrading and Sanitary Sewer Rehabilitation** – The contractor is continuing with point repairs and culvert replacement in the project area. We did not receive a pay estimate this month.



Figure 2: Culvert Replacement June 9, 2022



Figure 2: Sanitary Sewer Repair June 17, 2022

- 3. **FM 1097 and Buffalo Springs Drive Traffic Signal Warrant Analysis** – We have requested, but not received, a schedule from TxDOT for design and construction of a traffic signal at this intersection. We are planning to meet with TxDOT on June 27th to discuss all ongoing projects in the City, and plan to provide an update at this month’s council meeting.
- 4. **SH-105 and Buffalo Springs Drive Traffic Signal Warrant Analysis** – We provided the completed study to TxDOT for their consideration, but have not received a response at this time. We are planning to meet with TxDOT on June 27th to discuss all ongoing projects in the City, and plan to provide an update at this month’s council meeting.
- 5. **2022 Sanitary Sewer Cleaning and Televising – Phase 1** – The contractor, CCML, LLC dba Pinnacle Pumping Services is no longer in business and plans to complete the work with a subcontractor.
- 6. **Clepper Sidewalks** – We received bids for this project on June 14, 2022. We plan to present our Recommendation of Award at this month’s Council meeting.
- 7. **15-Year Infrastructure Plan** – We have completed a majority of the requested changes and are proceeding with the additional sanitary sewer analysis as requested.
- 8. **Old Plantersville Waterline Extension** – We are coordinating with the Developer’s engineer for the Redbird Meadows development to complete the survey of the project area, which is scheduled to be complete in mid-July. As a reminder this project is being funded by the developer.
- 9. **Old Plantersville Force Main Extension** – We are coordinating with the Developer’s engineer for the Redbird Meadows development to complete the survey of the project area, which is scheduled to be complete in mid-July. As a reminder this project is being funded by the developer.

Developments:

1. Feasibility Studies –

- a. There are no ongoing feasibility studies at this time.

2. Plan Reviews

- a. **Discount Tire** – We provided comments to the developer last month. We are awaiting a revised plan set from the Developer. The developer returned the executed easement document on June 22nd.
- b. **Shipleys Donuts** – We are awaiting a revised plan set from the Developer.
- c. **Town Creek Storage II** – We are awaiting a revised plan set from the Developer.
- d. **Hills of Town Creek Section 5** – We received plans on May 20th and provided comments to the developer on June 9th. We are awaiting a revised plan set from the Developer.
- e. **Popeye's** – We received revised plans on June 10th and provided comments to the developer on June 22nd.
- f. **Grand Monarch Apartments** – We received plans on June 7th and provided comments to the developer on June 22nd.
- g. **Express Oil Change and Tire** – We received plans on June 16th and are working to provide comments to the developer this month.

3. Plat Reviews

- a. There are no ongoing plat reviews at this time.

4. Ongoing Construction

- a. There are no ongoing construction projects at this time.

5. One-Year Warranty Inspections

- a. **Town Creek Crossing, Section 1** – At the April 26th meeting the Council accepted the public infrastructure within the subdivision. The One-Year Warranty Period began on March 31, 2022.
- b. **Villas of Mia Lago, Section 2** – We are continuing to coordinate with the developer to ensure the remaining punch list items are addressed.
- c. **Hills of Town Creek, Section 4** – The developer has completed the previously discussed repairs to the streets. The streets were flooded on June 15, 2022, and then subsequently inspected on the 16th, and the 17th to confirm the repairs addressed the ponding issues. A summary of our findings and recommendation to end the one-year warranty period are included as a separate agenda item.

General Ongoing Activities:

1. **Redbird Meadow (Kammerer Tract)** – The Developer Agreement was executed at the April 26th Council meeting. We are coordinating with the Developer to obtain survey information for the proposed public waterline and force main extension. We are preparing an estimate to provide the Developer for the engineering fees associated with these public utility extensions.
2. **TPDES Permit Renewal** – We received the Stewart Creek permit on May 25, 2022, which will expire on May 10, 2027. We received the Town Creek permit on June 1, 2022 which will expire on May 19, 2027.
3. **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.
4. **FM 149 & SH-105 North Bound Right Turn Lane (TxDOT)** – We are coordinating with TxDOT to obtain an updated project schedule.
5. **Access Management along SH-105 (TxDOT)** – As you are aware, construction has begun on the access management project along SH-105. According to TxDOT, construction within the City is anticipated to be complete in late summer/early fall 2022. We are planning to meet with TxDOT on June 27th to discuss all ongoing projects in the City, and plan to provide an update at this month's council meeting.
6. **Access Management along SH-105 (TxDOT) from Grimes County Line to Shepperd Street**– We attended a 30% utility location meeting on June 8th and are working to identify any public utilities that will need to be relocated in the city. According to TxDOT, the project is scheduled to let in July 2023. We are planning to meet with TxDOT on June 27th to discuss all ongoing projects in the City, and plan to provide an update at this month's council meeting.
7. **Biweekly Operations and Developments Call** – We are continuing the biweekly operations and developments calls with City Staff and H2O Innovations.
8. **Emergency Preparedness Plan** – In accordance with Senate Bill 3, we submitted the City's Emergency Preparedness Plan on February 24, 2022. We have since been in correspondence with TCEQ and have been advised that we should not expect approval by July 1, 2022 and to implement the plan as submitted. We are preparing hard copies of the plan for distribution to the appropriate entities.

Honorable Mayor and City Council
City of Montgomery
Page 5 of 5
June 23, 2022

Please let me know if you have any questions.

Sincerely,



Chris Roznovsky, PE
City Engineer

CVR/zlgt

Z:\00574 (City of Montgomery)_900 General Consultation\Meeting Files\Engineer's Reports\2022\06.2022\06-2022 Engineer's Report.docx

Attachments – Pay Estimate No. 4 – Water Plant No. 3 Improvements

Pay Estimate No. 5 – Water Plant No. 3 Improvements

Active Developments Map

Cc (via email): The Planning and Zoning Commission – City of Montgomery

Mr. Dave McCorquodale – City of Montgomery, Interim City Administrator and Director
of Planning & Development

Ms. Nici Browe – City of Montgomery, City Secretary

Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney



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

May 16, 2022

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

Re: Construction of Water Plant No. 3 Improvements
City of Montgomery
Texas Water Development Board No. 62715

Dear Mayor and Council:

Enclosed is the Application and Certificate for Payment No. 4 from R+B Group, Inc. for the referenced project. This application covers construction activities for the referenced project during the period from April 1, 2022 to April 30, 2022. The estimate is in order and is being submitted in accordance with TCEQ Rule 293.62. We recommend payment in the amount of \$176,522.41 to R+B Group.

As of April 30, 2022, the project is 97% complete by total contract time and 97% by total contract value. The Contractor has requested **0 impact days** for this payment period. During this period, the Contractor completed electrical modifications to the MCC Building, completing erecting GST No. 2, tied in to existing Cooling Tower No. 1 to new Cooling Tower No. 2, blasted and recoated Booster Pumps, formed and poured sidewalks and begun cutting swales.

Sincerely,

A handwritten signature in blue ink, appearing to read "Toby McQueary", with a horizontal flourish underneath.

Toby W. McQueary, PE

TWM:tms/kmd

K:\W5841\W5841-0030-00 Water Plant No. 3 Improvements\3 Construction Phase\Pay Estimates\Pay Estimate 04

Enclosure

cc: Mr. Richard Tramm – City of Montgomery, City Administrator
Ms. Nicola Browe – City of Montgomery, City Secretary
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Mr. Brian D. Morrison – R&B Group, Inc.
Mr. Chris Roznovsky, PE – Ward, Getz & Associates, PLLC, City Engineer
Mr. Bill Blaik – Texas Water Development Board

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER/CLIENT:

City of Montgomery
101 Old Plantersville Road Montgomery, Texas 77316 United States

PROJECT:

City of Montgomery - WP No. 3 Improvements
109 Business Park Drive
Montgomery, Texas 77356

APPLICATION NO: 4

INVOICE NO: 4
PERIOD: 04/01/22 - 04/30/22
PROJECT NOS: W5841-0030-00

DISTRIBUTION TO:

FROM CONTRACTOR:

R + B Group, Inc.
1213 N. Durham Dr. Houston, Texas 77008 United States

VIA ARCHITECT/ENGINEER:

Toby McQueary (Quiddity Engineering, LLC)
6330 West Loop South Suite 150 Bellaire, Texas 77401 United States

CONTRACT DATE: 05/26/21

CONTRACT FOR: Construction of Water Plant No. 3 Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

- 1. Original Contract Sum \$996,550.00
- 2. Net change by change orders \$30,101.21
- 3. Contract sum to date (line 1 ± 2) \$1,026,651.21
- 4. Total completed and stored to date (Column G on detail sheet) \$999,226.21
- 5. Retainage:
 - a. 10.00% of completed work \$99,922.62
 - b. 0.00% of stored material \$0.00
- Total retainage (Line 5a + 5b or total in column I of detail sheet) \$99,922.62
- 6. Total earned less retainage (Line 4 less Line 5 Total) \$899,303.59
- 7. Less previous certificates for payment (Line 6 from prior certificate) \$722,781.18
- 8. Current payment due \$176,522.41
- 9. Balance to finish, including retainage (Line 3 less Line 6) \$127,347.62

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$23,895.23	\$0.00
Total approved this Month:		\$6,205.98	\$0.00
Totals:		\$30,101.21	\$0.00
Net changes by change order:		\$30,101.21	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

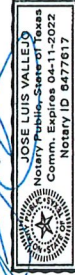
CONTRACTOR: R + B Group, Inc.

By:  Date: 5/13/22

State of: TEXAS

County of: HARRIS

Subscribed and sworn to before me this 13th day of May



Notary Public:

My commission expires:

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$176,522.41

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm to the amount certified.)

ARCHITECT/ENGINEER:

By:  Date: 6-22-2022

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

A	B	C					D		E		F	G		H	I	
		Qty	Unit Price	Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period	Materials Presently Stored(Not in D OR E)	Total Completed and Stored to Date (D + E + F)		% (G/C)	Balance to Finish (C-G)			Retainage
Item No.	Description of Work						Qty	Value	Qty	Value		Qty	Value			
1 - Mobilization, Bonds & Insurance																
1.1	Move In, Set up, and Bonds	1.0	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00	1.0	\$30,000.00	0.0	\$0.00	\$0.00	1.0	\$30,000.00	100.00%	\$0.00	\$3,000.00
2 - Demolition																
2.1	Demolish Existing GST	1.0	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00	1.0	\$20,000.00	0.0	\$0.00	\$0.00	1.0	\$20,000.00	100.00%	\$0.00	\$2,000.00
3 - Electrical Construction																
3.1	Rough in Building	1.0	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00	0.0	\$0.00	1.0	\$30,000.00	\$0.00	1.0	\$30,000.00	100.00%	\$0.00	\$3,000.00
3.2	Underground Duct Bank "J"	1.0	\$24,000.00	\$24,000.00	\$0.00	\$24,000.00	1.0	\$24,000.00	0.0	\$0.00	\$0.00	1.0	\$24,000.00	100.00%	\$0.00	\$2,400.00
3.3	Underground Duct Banks "G, H & I"	1.0	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00	1.0	\$20,000.00	0.0	\$0.00	\$0.00	1.0	\$20,000.00	100.00%	\$0.00	\$2,000.00
3.4	Underground Electrical Pull Box	1.0	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	1.0	\$3,000.00	0.0	\$0.00	\$0.00	1.0	\$3,000.00	100.00%	\$0.00	\$300.00
3.5	Existing MCC Modifications	1.0	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00	0.0	\$0.00	1.0	\$12,000.00	\$0.00	1.0	\$12,000.00	100.00%	\$0.00	\$1,200.00
3.6	Existing Autosensory Modifications	1.0	\$25,000.00	\$25,000.00	\$0.00	\$25,000.00	0.0	\$0.00	1.0	\$25,000.00	\$0.00	1.0	\$25,000.00	100.00%	\$0.00	\$2,500.00
3.7	GST 1 Electrical Install	1.0	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	0.0	\$0.00	0.75	\$1,875.00	\$0.00	0.75	\$1,875.00	75.00%	\$625.00	\$187.50
3.8	Hydrotank 3 Electrical Install	1.0	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	0.75	\$1,500.00	0.0	\$0.00	\$0.00	0.75	\$1,500.00	75.00%	\$500.00	\$150.00
3.9	Cooling Tower Electrical Install	1.0	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	0.0	\$0.00	0.75	\$1,875.00	\$0.00	0.75	\$1,875.00	75.00%	\$625.00	\$187.50
3.10	Above Grade Electrical Work	1.0	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	0.0	\$0.00	0.5	\$1,250.00	\$0.00	0.5	\$1,250.00	50.00%	\$1,250.00	\$125.00
3.11	Wire & Cable Installed	1.0	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00	0.0	\$0.00	0.2	\$1,200.00	\$0.00	0.2	\$1,200.00	20.00%	\$4,800.00	\$120.00
3.12	Testing and Checkout	1.0	\$500.00	\$500.00	\$0.00	\$500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$500.00	\$0.00
4 - Plant Work and New GST 1																
4.1	Strip & Excavate for GST Foundation	1.0	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	1.0	\$10,000.00	0.0	\$0.00	\$0.00	1.0	\$10,000.00	100.00%	\$0.00	\$1,000.00
4.2	Compact Subgrade	1.0	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	1.0	\$3,000.00	0.0	\$0.00	\$0.00	1.0	\$3,000.00	100.00%	\$0.00	\$300.00
4.3	Set Inside Forms for Ring Foundation	1.0	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00	1.0	\$8,000.00	0.0	\$0.00	\$0.00	1.0	\$8,000.00	100.00%	\$0.00	\$800.00
4.4	Install Rebar for Ring Foundation	1.0	\$14,000.00	\$14,000.00	\$0.00	\$14,000.00	1.0	\$14,000.00	0.0	\$0.00	\$0.00	1.0	\$14,000.00	100.00%	\$0.00	\$1,400.00
4.5	Set Outside Forms for Ring Foundation	1.0	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00	1.0	\$8,000.00	0.0	\$0.00	\$0.00	1.0	\$8,000.00	100.00%	\$0.00	\$800.00
4.6	Pour Concrete for Ring Foundation	1.0	\$50,000.00	\$50,000.00	\$0.00	\$50,000.00	1.0	\$50,000.00	0.0	\$0.00	\$0.00	1.0	\$50,000.00	100.00%	\$0.00	\$5,000.00
4.7	Cure & Strip Forms for Ring Foundation	1.0	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	1.0	\$1,000.00	0.0	\$0.00	\$0.00	1.0	\$1,000.00	100.00%	\$0.00	\$100.00
											\$563,125.00	98.79%	\$6,875.00	\$56,312.50		

A	B	C						D		E		F	G			H	I
		Qty	Unit Price	Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	Value	Qty	This Period	Value	Materials Presently Stored (Not in D OR E)	Qty	Value	% (G/C)	Balance to Finish (C-G)	Retainage
4.8	Backfill GST Ring Foundation	1.0	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00	1.0	\$20,000.00	0.0	\$0.00	\$0.00	1.0	\$20,000.00	100.00%	\$0.00	\$2,000.00	
4.9	Fine Grade Backfill	1.0	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	1.0	\$2,000.00	0.0	\$0.00	\$0.00	1.0	\$2,000.00	100.00%	\$0.00	\$200.00	
4.10	Set Asphaltic Tank Padding	1.0	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	1.0	\$10,000.00	0.0	\$0.00	\$0.00	1.0	\$10,000.00	100.00%	\$0.00	\$1,000.00	
4.11	Erect GST 2	1.0	\$121,008.00	\$121,008.00	\$0.00	\$121,008.00	0.9	\$108,907.20	0.1	\$12,100.80	\$0.00	1.0	\$121,008.00	100.00%	\$0.00	\$12,100.80	
4.12	Disinfect & Fill GST 2	1.0	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,000.00	\$0.00	
4.13	Bac-T's for GST 2	1.0	\$500.00	\$500.00	\$0.00	\$500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$500.00	\$0.00	
4.14	Settlement & Leak Testing for GST 2	1.0	\$500.00	\$500.00	\$0.00	\$500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$500.00	\$0.00	
4.15	Excavate Foundation	1.0	\$835.00	\$835.00	\$0.00	\$835.00	1.0	\$835.00	0.0	\$0.00	\$0.00	1.0	\$835.00	100.00%	\$0.00	\$83.50	
4.16	Install Reinforcing	1.0	\$835.00	\$835.00	\$0.00	\$835.00	1.0	\$835.00	0.0	\$0.00	\$0.00	1.0	\$835.00	100.00%	\$0.00	\$83.50	
4.17	Pour Footings	1.0	\$1,670.00	\$1,670.00	\$0.00	\$1,670.00	1.0	\$1,670.00	0.0	\$0.00	\$0.00	1.0	\$1,670.00	100.00%	\$0.00	\$167.00	
4.18	Form Columns	1.0	\$1,670.00	\$1,670.00	\$0.00	\$1,670.00	1.0	\$1,670.00	0.0	\$0.00	\$0.00	1.0	\$1,670.00	100.00%	\$0.00	\$167.00	
4.19	Pour Columns	1.0	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	1.0	\$5,000.00	0.0	\$0.00	\$0.00	1.0	\$5,000.00	100.00%	\$0.00	\$500.00	
4.20	Form and Pour Housekeeping Pad	1.0	\$13,360.00	\$13,360.00	\$0.00	\$13,360.00	1.0	\$13,360.00	0.0	\$0.00	\$0.00	1.0	\$13,360.00	100.00%	\$0.00	\$1,336.00	
4.21	Furnish and Install Galvanized Skid	1.0	\$15,688.00	\$15,688.00	\$0.00	\$15,688.00	1.0	\$15,688.00	0.0	\$0.00	\$0.00	1.0	\$15,688.00	100.00%	\$0.00	\$1,568.80	
4.22	Set Cooling Tower	1.0	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00	1.0	\$8,000.00	0.0	\$0.00	\$0.00	1.0	\$8,000.00	100.00%	\$0.00	\$800.00	
4.23	Set Heat Exchanger	1.0	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	1.0	\$1,000.00	0.0	\$0.00	\$0.00	1.0	\$1,000.00	100.00%	\$0.00	\$100.00	
4.24	Relocate 3" Water Line	1.0	\$5,364.00	\$5,364.00	\$0.00	\$5,364.00	1.0	\$5,364.00	0.0	\$0.00	\$0.00	1.0	\$5,364.00	100.00%	\$0.00	\$536.40	
4.25	Relocate CL2 Solution Line	1.0	\$1,490.00	\$1,490.00	\$0.00	\$1,490.00	1.0	\$1,490.00	0.0	\$0.00	\$0.00	1.0	\$1,490.00	100.00%	\$0.00	\$149.00	
4.26	12" Hydrotank Tie In	1.0	\$26,820.00	\$26,820.00	\$0.00	\$26,820.00	1.0	\$26,820.00	0.0	\$0.00	\$0.00	1.0	\$26,820.00	100.00%	\$0.00	\$2,682.00	
4.27	Air Line	1.0	\$1,490.00	\$1,490.00	\$0.00	\$1,490.00	1.0	\$1,490.00	0.0	\$0.00	\$0.00	1.0	\$1,490.00	100.00%	\$0.00	\$149.00	
4.28	12" DI PW CW Underground	1.0	\$20,860.00	\$20,860.00	\$0.00	\$20,860.00	1.0	\$20,860.00	0.0	\$0.00	\$0.00	1.0	\$20,860.00	100.00%	\$0.00	\$2,086.00	
4.29	12" DI PW HW Underground	1.0	\$20,860.00	\$20,860.00	\$0.00	\$20,860.00	1.0	\$20,860.00	0.0	\$0.00	\$0.00	1.0	\$20,860.00	100.00%	\$0.00	\$2,086.00	
4.30	CW & HW Above ground	1.0	\$20,860.00	\$20,860.00	\$0.00	\$20,860.00	0.9	\$18,774.00	0.1	\$2,086.00	\$0.00	1.0	\$20,860.00	100.00%	\$0.00	\$2,086.00	
4.31	Supports	1.0	\$3,725.00	\$3,725.00	\$0.00	\$3,725.00	1.0	\$3,725.00	0.0	\$0.00	\$0.00	1.0	\$3,725.00	100.00%	\$0.00	\$372.50	
4.32	Tie In to Cooling Tower	1.0	\$2,980.00	\$2,980.00	\$0.00	\$2,980.00	0.5	\$1,490.00	0.5	\$1,490.00	\$0.00	1.0	\$2,980.00	100.00%	\$0.00	\$298.00	

A Item No.	B Description of Work	Qty	Unit Price	C				D		E		F Materials Presently Stored(Not in D OR E)	G		H Balance to Finish (C-G)	I Retainage
				Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period	Value	Total Completed and Stored to Date (D + E + F)	% (G/C)					
							Qty	Value	Qty	Value		Qty	Value			
4.33	12" GST Fill Line	1.0	\$25,330.00	\$25,330.00	\$0.00	\$25,330.00	0.9	\$22,797.00	0.1	\$2,533.00	\$0.00	1.0	\$25,330.00	100.00%	\$0.00	\$2,533.00
4.34	8" GST Fill Line	1.0	\$22,350.00	\$22,350.00	\$0.00	\$22,350.00	1.0	\$22,350.00	0.0	\$0.00	\$0.00	1.0	\$22,350.00	100.00%	\$0.00	\$2,235.00
4.35	12" GST Suction Line	1.0	\$7,450.00	\$7,450.00	\$0.00	\$7,450.00	1.0	\$7,450.00	0.0	\$0.00	\$0.00	1.0	\$7,450.00	100.00%	\$0.00	\$745.00
4.36	12" GST Equalization Line	1.0	\$32,780.00	\$32,780.00	\$0.00	\$32,780.00	1.0	\$32,780.00	0.0	\$0.00	\$0.00	1.0	\$32,780.00	100.00%	\$0.00	\$3,278.00
4.37	12" GST Overflow	1.0	\$7,450.00	\$7,450.00	\$0.00	\$7,450.00	1.0	\$7,450.00	0.0	\$0.00	\$0.00	1.0	\$7,450.00	100.00%	\$0.00	\$745.00
4.38	Concrete Support	1.0	\$1,490.00	\$1,490.00	\$0.00	\$1,490.00	1.0	\$1,490.00	0.0	\$0.00	\$0.00	1.0	\$1,490.00	100.00%	\$0.00	\$149.00
4.39	GST Splash Pad	1.0	\$3,725.00	\$3,725.00	\$0.00	\$3,725.00	1.0	\$3,725.00	0.0	\$0.00	\$0.00	1.0	\$3,725.00	100.00%	\$0.00	\$372.50
4.40	Paint GST Piping	1.0	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00	0.0	\$0.00	1.0	\$30,000.00	\$0.00	1.0	\$30,000.00	100.00%	\$0.00	\$3,000.00
4.41	4" Sanitary Drain	1.0	\$13,410.00	\$13,410.00	\$0.00	\$13,410.00	1.0	\$13,410.00	0.0	\$0.00	\$0.00	1.0	\$13,410.00	100.00%	\$0.00	\$1,341.00
4.42	Form and Pour Sidewalks	1.0	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	0.0	\$0.00	1.0	\$5,000.00	\$0.00	1.0	\$5,000.00	100.00%	\$0.00	\$500.00
4.43	Rough Grade Site	1.0	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00	1.0	\$7,500.00	0.0	\$0.00	\$0.00	1.0	\$7,500.00	100.00%	\$0.00	\$750.00
4.44	Fine Grade Site	1.0	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00	0.0	\$0.00	0.75	\$5,625.00	\$0.00	0.75	\$5,625.00	75.00%	\$1,875.00	\$562.50
4.45	Cut Swales	1.0	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	0.0	\$0.00	0.75	\$1,500.00	\$0.00	0.75	\$1,500.00	75.00%	\$500.00	\$150.00
4.46	Hydromulch Site	1.0	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,500.00	\$0.00
5 - Cooling Tower				\$90,000.00	\$0.00	\$90,000.00		\$90,000.00		\$0.00	\$0.00		\$90,000.00	100.00%	\$0.00	\$9,000.00
5.1	Furnish Delta Cooling Tower and Fan Mods	1.0	\$90,000.00	\$90,000.00	\$0.00	\$90,000.00	1.0	\$90,000.00	0.0	\$0.00	\$0.00	1.0	\$90,000.00	100.00%	\$0.00	\$9,000.00
6 - Heat Exchanger				\$42,000.00	\$0.00	\$42,000.00		\$42,000.00		\$0.00	\$0.00		\$42,000.00	100.00%	\$0.00	\$4,200.00
6.1	Furnish Alfa Laval Heat Exchanger	1.0	\$42,000.00	\$42,000.00	\$0.00	\$42,000.00	1.0	\$42,000.00	0.0	\$0.00	\$0.00	1.0	\$42,000.00	100.00%	\$0.00	\$4,200.00
7 - 10,000 Gallon HPT(See Alt. Bid Item A2)				\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00		\$0.00	100.00%	\$0.00	\$0.00
7.1	10,000 Gallon Hydropneumatic Tank	1.0	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	100.00%	\$0.00	\$0.00
8 - Trench Safety System				\$1.00	\$0.00	\$350.00		\$300.00		\$0.00	\$0.00		\$300.00	85.71%	\$50.00	\$30.00
8.1	Provide Trench Safety System	350.0	\$1.00	\$350.00	\$0.00	\$350.00	300.0	\$300.00	0.0	\$0.00	\$0.00	300.0	\$300.00	85.71%	\$50.00	\$30.00
9 - SWPPP				\$5,000.00	\$0.00	\$5,000.00		\$0.00		\$0.00	\$0.00		\$0.00	0.00%	\$5,000.00	\$0.00
9.1	Installation and Maintenance SWPPP	1.0	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$5,000.00	\$0.00
10 - HPT Touch Up Coating				\$10.00	\$0.00	\$1,200.00		\$0.00		\$0.00	\$0.00		\$0.00	0.00%	\$1,200.00	\$0.00

A Item No.	B Description of Work	Qty	Unit Price	C				D		E		F Materials Presently Stored (Not in D OR E)	G		H Balance to Finish (C-G)	I Retainage
				Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period	Total Completed and Stored to Date (D + E + F)	% (G/C)						
							Qty	Value	Qty	Value		Qty	Value			
10 . 1	Touch up Coating of Exterior Hydrotanks and Piping	120.0	\$10.00	\$1,200.00	\$0.00	\$1,200.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,200.00	\$0.00
11 - HPT Coating																
11 . 1	Blast and Recoat Interior HPT 1	1.0	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$6,000.00	\$0.00
12 - Surface Prep and Coat Booster Pumps																
12 . 1	Blast and Recoat Booster Pumps and Piping	1.0	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	0.0	\$0.00	1.0	\$10,000.00	\$0.00	1.0	\$10,000.00	100.00%	\$0.00	\$1,000.00
A2 - In lieu of Bid Item #7																
13 . 1	Form HPT Footings	1.0	\$5,500.00	\$5,500.00	\$0.00	\$5,500.00	1.0	\$5,500.00	0.0	\$0.00	\$0.00	1.0	\$5,500.00	100.00%	\$0.00	\$550.00
13 . 2	Pour HPT Footings	1.0	\$17,000.00	\$17,000.00	\$0.00	\$17,000.00	1.0	\$17,000.00	0.0	\$0.00	\$0.00	1.0	\$17,000.00	100.00%	\$0.00	\$1,700.00
13 . 3	Strip Forms	1.0	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	1.0	\$1,000.00	0.0	\$0.00	\$0.00	1.0	\$1,000.00	100.00%	\$0.00	\$100.00
13 . 4	Install 15,000 Gallon Hydrotank	1.0	\$46,000.00	\$46,000.00	\$0.00	\$46,000.00	1.0	\$46,000.00	0.0	\$0.00	\$0.00	1.0	\$46,000.00	100.00%	\$0.00	\$4,600.00
13 . 5	Install Misc. HPT Appurtenances	1.0	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	0.0	\$0.00	1.0	\$2,500.00	\$0.00	1.0	\$2,500.00	100.00%	\$0.00	\$250.00
13 . 6	Blast and Prime HPT	1.0	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	0.0	\$0.00	1.0	\$10,000.00	\$0.00	1.0	\$10,000.00	100.00%	\$0.00	\$1,000.00
13 . 7	Paint Interior and Exterior of HPT	1.0	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	0.0	\$0.00	1.0	\$10,000.00	\$0.00	1.0	\$10,000.00	100.00%	\$0.00	\$1,000.00
CO002 - Change Order 002																
14 . 1	Change Order 002	1.0	\$6,205.98	\$0.00	\$6,205.98	\$6,205.98	0.0	\$0.00	1.0	\$6,205.98	\$0.00	1.0	\$6,205.98	100.00%	\$0.00	\$620.60
(Unspecified Cost Code Tier 1)																
15 . 1	Item 13 - Additional cost for the bolted steel GST pricing	1.0	\$23,895.23	\$0.00	\$23,895.23	\$23,895.23	0.0	\$0.00	1.0	\$23,895.23	\$0.00	1.0	\$23,895.23	100.00%	\$0.00	\$2,389.52
Grand Total:																
				\$1,025,112.21	\$996,550.00	\$30,101.21	\$1,026,651.21	\$803,090.20		\$196,136.01	\$0.00		\$999,126.21	97.33%	\$27,425.00	\$99,922.62

AFFIDAVIT OF BILLS PAID

**THE STATE OF TEXAS
COUNTY OF HARRIS**

I, T. Michael Haralson being duly sworn that he is Vice President of R & B Group, Inc., of Harris county, Texas (hereinafter called "Company"); and

That said company has performed work and/or furnished material for Water Plant 3 Improvements for City of Montgomery (hereinafter called "Owner"), pursuant to a contract, dated Contract Date (hereinafter called "Contract") for the construction of:
Water Plant No. 3 Improvements

That all just and lawful invoices against the Company for labor, materials and expendable equipment employed in the performance of the Contract have been paid in full prior to acceptance of payments for the Owner; and

That no mechanic's or materialman's liens have been filed upon the property of the Owner or materials incorporated into the Facilities.

By: [Signature]
Printed Name: T. Michael Haralson
Title: Vice President

ATTEST:
[Signature]
Printed Name: Alejandro Ortega

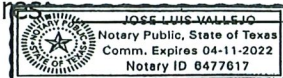
**THE STATE OF TEXAS
COUNTY OF HARRIS**

Before me, the undersigned authority, on this day personally appeared T. Michael Haralson, Vice President, of R & B Group, Inc., known to me to be the person and office whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of such R & B Group, Inc., for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 30th day of April,
2022

[Signature]
Notary Public in and for the
State of TEXAS

Printed Name: Jose Vallejo
Commission Expires





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

June 13, 2022

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

Re: Construction of Water Plant No. 3 Improvements
City of Montgomery
Texas Water Development Board No. 62715

Dear Mayor and Council:

Enclosed is the Application and Certificate for Payment No. 5 from R+B Group, Inc. for the referenced project. This application covers construction activities for the referenced project during the period from May 1, 2022 to May 31, 2022. During this period, the Contractor blasted and recoated the interior of Hydropneumatic Tank No. 1, disinfected and filled Ground Storage Tank No. 2 and final graded the site. The estimate is in order and is being submitted in accordance with TCEQ Rule 293.62. We recommend payment in the amount of \$17,055.00 to R+B Group.

The Contractor has requested zero (0) impact days for the current payment period. The project is now 99% complete by total contract value and 106% complete by total contract time. The current contractual Substantial Completion date is May 18, 2022.

Sincerely,

A handwritten signature in blue ink, appearing to read "Toby W. McQueary".

Toby W. McQueary, PE

TWM:mdc

K:\W5841\W5841-0030-00 Water Plant No.3 Improvements\3 Construction Phase\Pay Estimates\Pay Estimate 05

Enclosure

cc: Mr. Richard Tramm – City of Montgomery, City Administrator
Ms. Nicola Browe – City of Montgomery, City Secretary
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Mr. Brian D. Morrison – R&B Group, Inc.
Mr. Chris Roznovsky, PE – Ward, Getz & Associates, PLLC, City Engineer
Mr. Bill Blaik – Texas Water Development Board

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER/CLIENT:

City of Montgomery
101 Old Plantersville Road Montgomery, Texas 77316 United States

PROJECT:

City of Montgomery - WP No. 3 Improvements
109 Business Park Drive
Montgomery, Texas 77356

APPLICATION NO: 5

INVOICE NO: 5
PERIOD: 05/01/22 - 05/31/22
PROJECT NOS: W5841-0030-00

DISTRIBUTION TO:

FROM CONTRACTOR:

R + B Group, Inc.
1213 N. Durham Dr. Houston, Texas 77008 United States

VIA ARCHITECT/ENGINEER:

Toby McQueary (Quiddity Engineering, LLC)
6330 West Loop South Suite 150 Bellaire, Texas 77401
United States

CONTRACT FOR: Construction of Water Plant No. 3 Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

- 1. Original Contract Sum \$1,026,651.21
- 2. Net change by change orders \$30,101.21
- 3. Contract sum to date (line 1 ± 2) \$1,056,752.42
- 4. Total completed and stored to date (Column G on detail sheet) \$1,018,176.21
- 5. Retainage:
 - a. 10.00% of completed work \$101,817.62
 - b. 0.00% of stored material \$0.00
- 6. Total retainage (Line 5a + 5b or total in column I of detail sheet) \$101,817.62
- 7. Total earned less retainage (Line 4 less Line 5 Total) \$916,358.59
- 8. Less previous certificates for payment (Line 6 from prior certificate) \$899,303.59
- 9. Current payment due \$17,055.00
- 10. Balance to finish, including retainage (Line 3 less Line 6) \$140,393.83

CHANGE ORDER SUMMARY	
ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client: <u>\$30,101.21</u>	<u>\$0.00</u>
Total approved this Month: <u>\$0.00</u>	<u>\$0.00</u>
Totals: <u>\$30,101.21</u>	<u>\$0.00</u>
Net changes by change order: <u>\$30,101.21</u>	

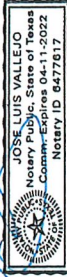
The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: R + B Group, Inc.

By:  Date: 6/16/22

State of: TEXAS
County of: HARRIS

Subscribed and sworn to before me this 16th day of June



My commission expires:

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$17,055.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT/ENGINEER:

By:  Date: 6-16-2022

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

A	B	C	D	E		F	G		H	I							
				Qty	Description of Work		Unit Price	Scheduled Value			Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period	Materials Presently Stored (Not in D OR E)	Total Completed and Stored to Date (D + E + F)	% (G/C)
Item No.				Qty				Value	Qty	Value		Qty	Value				
1 - Mobilization, Bonds & Insurance																	
1.1	Move in, Set up, and Bonds	1.0	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00	1.0	\$30,000.00	0.0	\$0.00	\$0.00	1.0	\$30,000.00	100.00%	\$0.00	\$3,000.00	
2 - Demolition																	
2.1	Demolish Existing GST	1.0	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00	1.0	\$20,000.00	0.0	\$0.00	\$0.00	1.0	\$20,000.00	100.00%	\$0.00	\$2,000.00	
3 - Electrical Construction																	
3.1	Rough in Building	1.0	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00	1.0	\$30,000.00	0.0	\$0.00	\$0.00	1.0	\$30,000.00	100.00%	\$0.00	\$3,000.00	
3.2	Underground Duct Bank "J"	1.0	\$24,000.00	\$24,000.00	\$0.00	\$24,000.00	1.0	\$24,000.00	0.0	\$0.00	\$0.00	1.0	\$24,000.00	100.00%	\$0.00	\$2,400.00	
3.3	Underground Duct Banks "G, H & I"	1.0	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00	1.0	\$20,000.00	0.0	\$0.00	\$0.00	1.0	\$20,000.00	100.00%	\$0.00	\$2,000.00	
3.4	Underground Electrical Pull Box	1.0	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	1.0	\$3,000.00	0.0	\$0.00	\$0.00	1.0	\$3,000.00	100.00%	\$0.00	\$300.00	
3.5	Existing MCC Modifications	1.0	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00	1.0	\$12,000.00	0.0	\$0.00	\$0.00	1.0	\$12,000.00	100.00%	\$0.00	\$1,200.00	
3.6	Existing Autosensory Modifications	1.0	\$25,000.00	\$25,000.00	\$0.00	\$25,000.00	1.0	\$25,000.00	0.0	\$0.00	\$0.00	1.0	\$25,000.00	100.00%	\$0.00	\$2,500.00	
3.7	GST 1 Electrical Install	1.0	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	0.75	\$1,875.00	0.2	\$500.00	\$0.00	0.95	\$2,375.00	95.00%	\$125.00	\$237.50	
3.8	Hydrotank 3 Electrical Install	1.0	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	0.75	\$1,500.00	0.25	\$500.00	\$0.00	1.0	\$2,000.00	100.00%	\$0.00	\$200.00	
3.9	Cooling Tower Electrical Install	1.0	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	0.75	\$1,875.00	0.25	\$625.00	\$0.00	1.0	\$2,500.00	100.00%	\$0.00	\$250.00	
3.10	Above Grade Electrical Work	1.0	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	0.5	\$1,250.00	0.5	\$1,250.00	\$0.00	1.0	\$2,500.00	100.00%	\$0.00	\$250.00	
3.11	Wire & Cable Installed	1.0	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00	0.2	\$1,200.00	0.75	\$4,500.00	\$0.00	0.95	\$5,700.00	95.00%	\$300.00	\$570.00	
3.12	Testing and Checkout	1.0	\$500.00	\$500.00	\$0.00	\$500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$500.00	\$0.00	
4 - Plant Work and New GST 1																	
4.1	Strip & Excavate for GST Foundation	1.0	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	1.0	\$10,000.00	0.0	\$0.00	\$0.00	1.0	\$10,000.00	100.00%	\$0.00	\$1,000.00	
4.2	Compact Subgrade	1.0	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	1.0	\$3,000.00	0.0	\$0.00	\$0.00	1.0	\$3,000.00	100.00%	\$0.00	\$300.00	
4.3	Set inside Forms for Ring Foundation	1.0	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00	1.0	\$8,000.00	0.0	\$0.00	\$0.00	1.0	\$8,000.00	100.00%	\$0.00	\$800.00	
4.4	Install Rebar for Ring Foundation	1.0	\$14,000.00	\$14,000.00	\$0.00	\$14,000.00	1.0	\$14,000.00	0.0	\$0.00	\$0.00	1.0	\$14,000.00	100.00%	\$0.00	\$1,400.00	
4.5	Set Outside Forms for Ring Foundation	1.0	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00	1.0	\$8,000.00	0.0	\$0.00	\$0.00	1.0	\$8,000.00	100.00%	\$0.00	\$800.00	
4.6	Pour Concrete for Ring Foundation	1.0	\$50,000.00	\$50,000.00	\$0.00	\$50,000.00	1.0	\$50,000.00	0.0	\$0.00	\$0.00	1.0	\$50,000.00	100.00%	\$0.00	\$5,000.00	
4.7	Cure & Strip Forms for Ring Foundation	1.0	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	1.0	\$1,000.00	0.0	\$0.00	\$0.00	1.0	\$1,000.00	100.00%	\$0.00	\$100.00	

A	B	C				D		E		F	G			H	I	
		Qty	Unit Price	Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period	Materials Presently Stored (Not in D OR E)		Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)			Retainage
Item No.	Description of Work						Qty	Value	Qty	Value		Qty	Value			
4.8	Backfill GST Ring Foundation	1.0	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00	1.0	\$20,000.00	0.0	\$0.00	\$0.00	1.0	\$20,000.00	100.00%	\$0.00	\$2,000.00
4.9	Fine Grade Backfill	1.0	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	1.0	\$2,000.00	0.0	\$0.00	\$0.00	1.0	\$2,000.00	100.00%	\$0.00	\$200.00
4.10	Set Asphaltic Tank Padding	1.0	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	1.0	\$10,000.00	0.0	\$0.00	\$0.00	1.0	\$10,000.00	100.00%	\$0.00	\$1,000.00
4.11	Erect GST 2	1.0	\$121,008.00	\$121,008.00	\$0.00	\$121,008.00	1.0	\$121,008.00	0.0	\$0.00	\$0.00	1.0	\$121,008.00	100.00%	\$0.00	\$12,100.80
4.12	Disinfect & Fill GST 2	1.0	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	0.0	\$0.00	1.0	\$1,000.00	\$0.00	1.0	\$1,000.00	100.00%	\$0.00	\$100.00
4.13	Bac-T's for GST 2	1.0	\$500.00	\$500.00	\$0.00	\$500.00	0.0	\$0.00	1.0	\$500.00	\$0.00	1.0	\$500.00	100.00%	\$0.00	\$50.00
4.14	Settlement & Leak Testing for GST 2	1.0	\$500.00	\$500.00	\$0.00	\$500.00	0.0	\$0.00	1.0	\$500.00	\$0.00	1.0	\$500.00	100.00%	\$0.00	\$50.00
4.15	Excavate Foundation	1.0	\$835.00	\$835.00	\$0.00	\$835.00	1.0	\$835.00	0.0	\$0.00	\$0.00	1.0	\$835.00	100.00%	\$0.00	\$83.50
4.16	Install Reinforcing	1.0	\$835.00	\$835.00	\$0.00	\$835.00	1.0	\$835.00	0.0	\$0.00	\$0.00	1.0	\$835.00	100.00%	\$0.00	\$83.50
4.17	Pour Footings	1.0	\$1,670.00	\$1,670.00	\$0.00	\$1,670.00	1.0	\$1,670.00	0.0	\$0.00	\$0.00	1.0	\$1,670.00	100.00%	\$0.00	\$167.00
4.18	Form Columns	1.0	\$1,670.00	\$1,670.00	\$0.00	\$1,670.00	1.0	\$1,670.00	0.0	\$0.00	\$0.00	1.0	\$1,670.00	100.00%	\$0.00	\$167.00
4.19	Pour Columns	1.0	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	1.0	\$5,000.00	0.0	\$0.00	\$0.00	1.0	\$5,000.00	100.00%	\$0.00	\$500.00
4.20	Form and Pour Housekeeping Pad	1.0	\$13,360.00	\$13,360.00	\$0.00	\$13,360.00	1.0	\$13,360.00	0.0	\$0.00	\$0.00	1.0	\$13,360.00	100.00%	\$0.00	\$1,336.00
4.21	Furnish and Install Galvanized Skid	1.0	\$15,688.00	\$15,688.00	\$0.00	\$15,688.00	1.0	\$15,688.00	0.0	\$0.00	\$0.00	1.0	\$15,688.00	100.00%	\$0.00	\$1,568.80
4.22	Set Cooling Tower	1.0	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00	1.0	\$8,000.00	0.0	\$0.00	\$0.00	1.0	\$8,000.00	100.00%	\$0.00	\$800.00
4.23	Set Heat Exchanger	1.0	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	1.0	\$1,000.00	0.0	\$0.00	\$0.00	1.0	\$1,000.00	100.00%	\$0.00	\$100.00
4.24	Relocate 3" Water Line	1.0	\$5,364.00	\$5,364.00	\$0.00	\$5,364.00	1.0	\$5,364.00	0.0	\$0.00	\$0.00	1.0	\$5,364.00	100.00%	\$0.00	\$536.40
4.25	Relocate CL2 Solution Line	1.0	\$1,490.00	\$1,490.00	\$0.00	\$1,490.00	1.0	\$1,490.00	0.0	\$0.00	\$0.00	1.0	\$1,490.00	100.00%	\$0.00	\$149.00
4.26	12" Hydrotank Tie In	1.0	\$26,820.00	\$26,820.00	\$0.00	\$26,820.00	1.0	\$26,820.00	0.0	\$0.00	\$0.00	1.0	\$26,820.00	100.00%	\$0.00	\$2,682.00
4.27	Air Line	1.0	\$1,490.00	\$1,490.00	\$0.00	\$1,490.00	1.0	\$1,490.00	0.0	\$0.00	\$0.00	1.0	\$1,490.00	100.00%	\$0.00	\$149.00
4.28	12" DI PW CW Underground	1.0	\$20,860.00	\$20,860.00	\$0.00	\$20,860.00	1.0	\$20,860.00	0.0	\$0.00	\$0.00	1.0	\$20,860.00	100.00%	\$0.00	\$2,086.00
4.29	12" DI PW HW Underground	1.0	\$20,860.00	\$20,860.00	\$0.00	\$20,860.00	1.0	\$20,860.00	0.0	\$0.00	\$0.00	1.0	\$20,860.00	100.00%	\$0.00	\$2,086.00
4.30	CW & HW Above ground	1.0	\$20,860.00	\$20,860.00	\$0.00	\$20,860.00	1.0	\$20,860.00	0.0	\$0.00	\$0.00	1.0	\$20,860.00	100.00%	\$0.00	\$2,086.00
4.31	Supports	1.0	\$3,725.00	\$3,725.00	\$0.00	\$3,725.00	1.0	\$3,725.00	0.0	\$0.00	\$0.00	1.0	\$3,725.00	100.00%	\$0.00	\$372.50
4.32	Tie in to Cooling Tower	1.0	\$2,980.00	\$2,980.00	\$0.00	\$2,980.00	1.0	\$2,980.00	0.0	\$0.00	\$0.00	1.0	\$2,980.00	100.00%	\$0.00	\$298.00

A	B	C					D		E		F	G		H	I	
		Qty	Unit Price	Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period	Materials Presently Stored (Not in D OR E)	Total Completed and Stored to Date (D + E + F)		% (G/C)	Balance to Finish (C-G)			Retainage
Item No.	Description of Work						Qty	Value	Qty	Value		Qty	Value			
4.33	12" GST Fill Line	1.0	\$25,330.00	\$25,330.00	\$0.00	\$25,330.00	1.0	\$25,330.00	0.0	\$0.00	\$0.00	1.0	\$25,330.00	100.00%	\$0.00	\$2,533.00
4.34	8" GST Fill Line	1.0	\$22,350.00	\$22,350.00	\$0.00	\$22,350.00	1.0	\$22,350.00	0.0	\$0.00	\$0.00	1.0	\$22,350.00	100.00%	\$0.00	\$2,235.00
4.35	12" GST Suction Line	1.0	\$7,450.00	\$7,450.00	\$0.00	\$7,450.00	1.0	\$7,450.00	0.0	\$0.00	\$0.00	1.0	\$7,450.00	100.00%	\$0.00	\$745.00
4.36	12" GST Equalization Line	1.0	\$32,780.00	\$32,780.00	\$0.00	\$32,780.00	1.0	\$32,780.00	0.0	\$0.00	\$0.00	1.0	\$32,780.00	100.00%	\$0.00	\$3,278.00
4.37	12" GST Overflow	1.0	\$7,450.00	\$7,450.00	\$0.00	\$7,450.00	1.0	\$7,450.00	0.0	\$0.00	\$0.00	1.0	\$7,450.00	100.00%	\$0.00	\$745.00
4.38	Concrete Support	1.0	\$1,490.00	\$1,490.00	\$0.00	\$1,490.00	1.0	\$1,490.00	0.0	\$0.00	\$0.00	1.0	\$1,490.00	100.00%	\$0.00	\$149.00
4.39	GST Splash Pad	1.0	\$3,725.00	\$3,725.00	\$0.00	\$3,725.00	1.0	\$3,725.00	0.0	\$0.00	\$0.00	1.0	\$3,725.00	100.00%	\$0.00	\$372.50
4.40	Paint GST Piping	1.0	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00	1.0	\$30,000.00	0.0	\$0.00	\$0.00	1.0	\$30,000.00	100.00%	\$0.00	\$3,000.00
4.41	4" Sanitary Drain	1.0	\$13,410.00	\$13,410.00	\$0.00	\$13,410.00	1.0	\$13,410.00	0.0	\$0.00	\$0.00	1.0	\$13,410.00	100.00%	\$0.00	\$1,341.00
4.42	Form and Pour Sidewalks	1.0	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	1.0	\$5,000.00	0.0	\$0.00	\$0.00	1.0	\$5,000.00	100.00%	\$0.00	\$500.00
4.43	Rough Grade Site	1.0	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00	1.0	\$7,500.00	0.0	\$0.00	\$0.00	1.0	\$7,500.00	100.00%	\$0.00	\$750.00
4.44	Fine Grade Site	1.0	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00	0.75	\$5,625.00	0.25	\$1,875.00	\$0.00	1.0	\$7,500.00	100.00%	\$0.00	\$750.00
4.45	Cut Swales	1.0	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	0.75	\$1,500.00	0.25	\$500.00	\$0.00	1.0	\$2,000.00	100.00%	\$0.00	\$200.00
4.46	Hydromulch Site	1.0	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,500.00	\$0.00
5 - Cooling Tower			\$90,000.00	\$90,000.00	\$0.00	\$90,000.00		\$90,000.00		\$0.00	\$0.00		\$90,000.00	100.00%	\$0.00	\$9,000.00
5.1	Furnish Delta Cooling Tower and Fan Mods	1.0	\$90,000.00	\$90,000.00	\$0.00	\$90,000.00	1.0	\$90,000.00	0.0	\$0.00	\$0.00	1.0	\$90,000.00	100.00%	\$0.00	\$9,000.00
6 - Heat Exchanger			\$42,000.00	\$42,000.00	\$0.00	\$42,000.00		\$42,000.00		\$0.00	\$0.00		\$42,000.00	100.00%	\$0.00	\$4,200.00
6.1	Furnish Alfa Laval Heat Exchanger	1.0	\$42,000.00	\$42,000.00	\$0.00	\$42,000.00	1.0	\$42,000.00	0.0	\$0.00	\$0.00	1.0	\$42,000.00	100.00%	\$0.00	\$4,200.00
7 - 10,000 Gallon HPT(See Alt. Bid Item A2)			\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00		\$0.00	100.00%	\$0.00	\$0.00
7.1	10,000 Gallon Hydro Pneumatic Tank	1.0	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	100.00%	\$0.00	\$0.00
8 - Trench Safety System			\$1.00	\$350.00	\$0.00	\$350.00		\$300.00		\$0.00	\$0.00		\$300.00	85.71%	\$50.00	\$30.00
8.1	Provide Trench Safety System	350.0	\$1.00	\$350.00	\$0.00	\$350.00	300.0	\$300.00	0.0	\$0.00	\$0.00	300.0	\$300.00	85.71%	\$50.00	\$30.00
9 - SWPPP			\$5,000.00	\$5,000.00	\$0.00	\$5,000.00		\$0.00		\$0.00	\$0.00		\$0.00	0.00%	\$5,000.00	\$0.00
9.1	Installation and Maintenance SWPPP	1.0	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$5,000.00	\$0.00
10 - HPT Touch Up Coating			\$10.00	\$1,200.00	\$0.00	\$1,200.00		\$0.00		\$1,200.00	\$0.00		\$1,200.00	100.00%	\$0.00	\$120.00

A	B	C	D	E		F	G		H	I		
				From Previous Application (D+E)	This Period		Materials Presently Stored (Not in D OR E)	Total Completed and Stored to Date (D + E + F)			% (G/C)	Balance to Finish (C-G)
Item No.	Description of Work	Unit Price	Scheduled Value	Approved Changes	Revised Scheduled Value	Qty	Value	Qty	Value			
10 . 1	Touch up Coating of Exterior Hydrotanks and Piping	\$10.00	\$1,200.00	\$0.00	\$1,200.00	0.0	\$0.00	120.0	\$1,200.00	100.00%	\$0.00	\$120.00
11 - HPT Coating		\$6,000.00	\$6,000.00	\$0.00	\$6,000.00		\$0.00		\$6,000.00	100.00%	\$0.00	\$600.00
11 . 1	Blast and Recoat Interior HPT 1	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00	0.0	\$0.00	1.0	\$6,000.00	100.00%	\$0.00	\$600.00
12 - Surface Prep and Coat Booster Pumps		\$10,000.00	\$10,000.00	\$0.00	\$10,000.00		\$0.00		\$10,000.00	100.00%	\$0.00	\$1,000.00
12 . 1	Blast and Recoat Booster Pumps and Piping	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	1.0	\$10,000.00	0.0	\$0.00	100.00%	\$0.00	\$1,000.00
A2 - In lieu of Bid Item #7		\$92,000.00	\$92,000.00	\$0.00	\$92,000.00		\$0.00		\$92,000.00	100.00%	\$0.00	\$9,200.00
13 . 1	Form HPT Footings	\$5,500.00	\$5,500.00	\$0.00	\$5,500.00	1.0	\$5,500.00	0.0	\$0.00	100.00%	\$0.00	\$550.00
13 . 2	Pour HPT Footings	\$17,000.00	\$17,000.00	\$0.00	\$17,000.00	1.0	\$17,000.00	0.0	\$0.00	100.00%	\$0.00	\$1,700.00
13 . 3	Strip Forms	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	1.0	\$1,000.00	0.0	\$0.00	100.00%	\$0.00	\$100.00
13 . 4	Install 15,000 Gallon Hydrotank	\$46,000.00	\$46,000.00	\$0.00	\$46,000.00	1.0	\$46,000.00	0.0	\$0.00	100.00%	\$0.00	\$4,600.00
13 . 5	Install Misc. HPT Appurtenances	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	1.0	\$2,500.00	0.0	\$0.00	100.00%	\$0.00	\$250.00
13 . 6	Blast and Prime HPT	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	1.0	\$10,000.00	0.0	\$0.00	100.00%	\$0.00	\$1,000.00
13 . 7	Paint Interior and Exterior of HPT	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	1.0	\$10,000.00	0.0	\$0.00	100.00%	\$0.00	\$1,000.00
C0002 - Change Order 002		\$36,307.19	\$30,101.21	\$6,205.98	\$36,307.19		\$6,205.98		\$0.00	17.09%	\$30,101.21	\$620.60
14 . 1	Additional cost for the bolted steel GST pricing	\$23,895.23	\$23,895.23	\$0.00	\$23,895.23	0.0	\$0.00	0.0	\$0.00	0.00%	\$23,895.23	\$0.00
14 . 2	Replace Slab at Cooling Tower No. 1	\$6,205.98	\$6,205.98	\$0.00	\$6,205.98	0.0	\$0.00	0.0	\$0.00	0.00%	\$6,205.98	\$0.00
14 . 3	Change Order 002	\$6,205.98	\$0.00	\$6,205.98	\$6,205.98	1.0	\$6,205.98	0.0	\$0.00	100.00%	\$0.00	\$620.60
(Unspecified Cost Code Tier 1)		\$23,895.23	\$0.00	\$23,895.23	\$23,895.23		\$0.00		\$23,895.23	100.00%	\$0.00	\$2,389.52
15 . 1	Item 13 - Additional cost for the bolted steel GST pricing	\$23,895.23	\$0.00	\$23,895.23	\$23,895.23	1.0	\$23,895.23	0.0	\$0.00	100.00%	\$0.00	\$2,389.52
Grand Total:		\$1,055,213.42	\$1,026,651.21	\$28,562.21	\$1,056,752.42		\$28,562.21		\$18,950.00	196.35%	\$38,576.21	\$101,817.62

AFFIDAVIT OF BILLS PAID


**THE STATE OF TEXAS
COUNTY OF HARRIS**

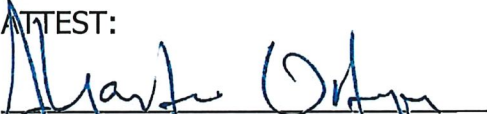
I, T. Michael Haralson being duly sworn that he is Vice President of R & B Group, Inc., of Harris county, Texas (hereinafter called "Company"); and

That said company has performed work and/or furnished material for Water Plant 3 Improvements for City of Montgomery (hereinafter called "Owner"), pursuant to a contract, dated Contract Date (hereinafter called "Contract") for the construction of:
Water Plant No. 3 Improvements

That all just and lawful invoices against the Company for labor, materials and expendable equipment employed in the performance of the Contract have been paid in full prior to acceptance of payments for the Owner; and

That no mechanic's or materialman's liens have been filed upon the property of the Owner or materials incorporated into the Facilities.

By: 
Printed Name: T. Michael Haralson
Title: Vice President

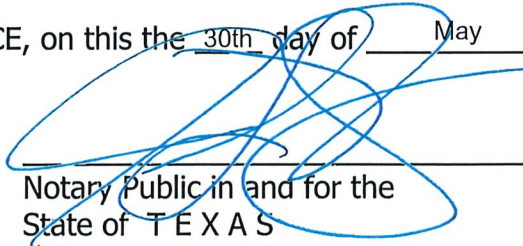
ATTEST:

Printed Name: Alejandro Ortega

**THE STATE OF TEXAS
COUNTY OF HARRIS**

Before me, the undersigned authority, on this day personally appeared T. Michael Haralson, Vice President, of R & B Group, Inc., known to me to be the person and office whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of such R & B Group, Inc., for the purposes and consideration therein expressed, and in the capacity therein stated.

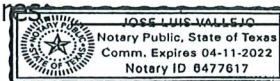
GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 30th day of May,

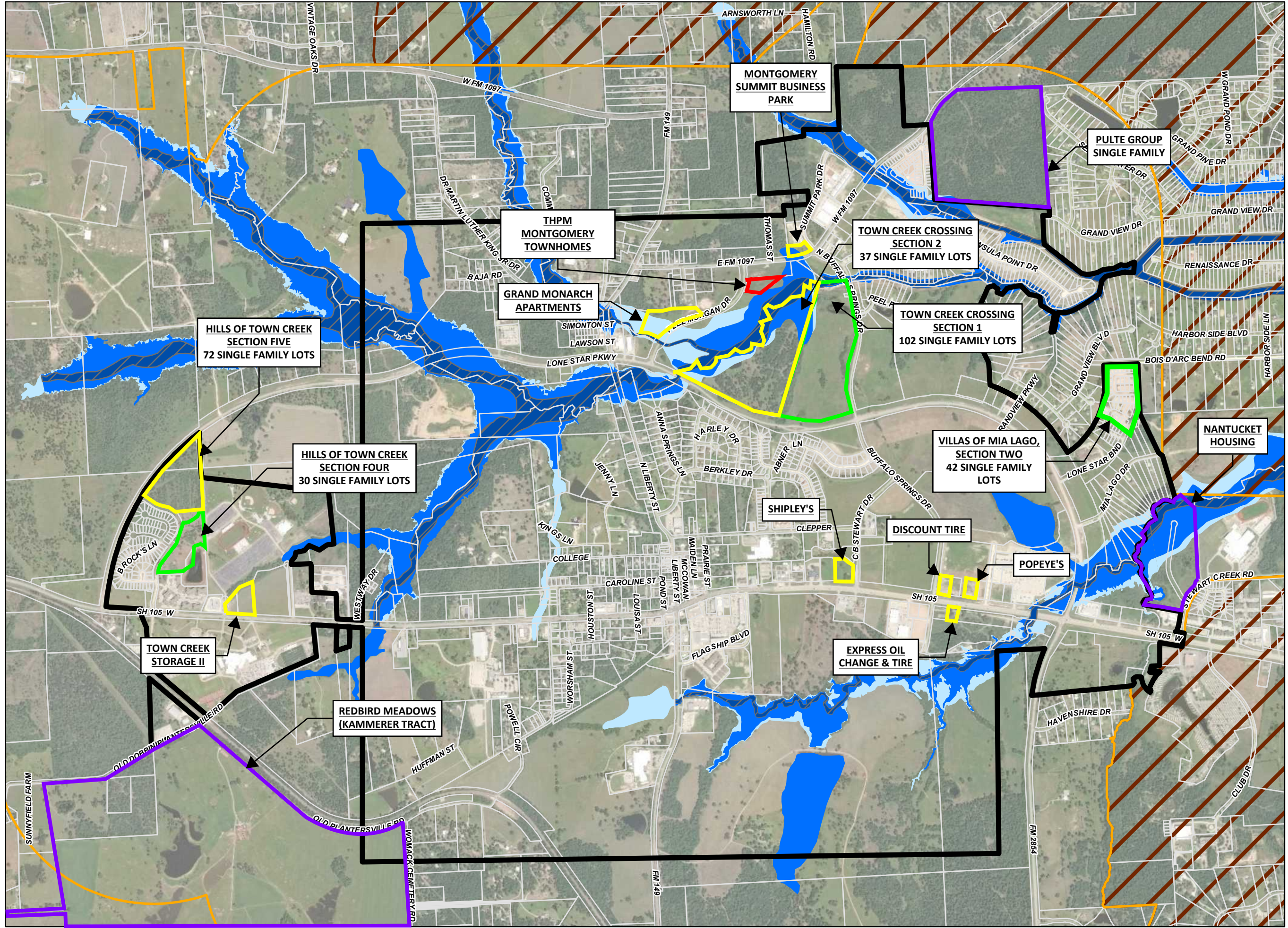
2022


Notary Public in and for the
State of T E X A S

Printed Name: Jose Vallejo

Commission Expires





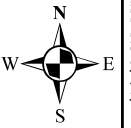
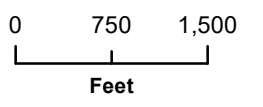
VICINITY MAP

Scale: 1 inch equals 20 miles

LEGEND

- City Limits
- City ETJ
- City of Conroe ETJ
- MCAD Parcels
- Floodway
- 100-year
- 500-year
- Complete/Under Warranty
- Under Construction
- In Design
- Planning/Feasibility

ACTIVE DEVELOPMENTS (JUNE 2022)



1 inch equals 1,500 feet

User Name: JCP
 Date: 3/17/2020
 Project Number: W5641-0900-18
 Practice Workspace\Corporate Services\GIS\Scratch\Workspace\Jaka\OLD_DRIVE\HO-HH\7\Projects\Districts\City Of Montgomery\Projects\Districts\City Of Montgomery\Projects\Districts\March\Active Developments (11.17).mxd

Montgomery City Council
AGENDA REPORT

Meeting Date: June 28, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on an appointment to fill the unexpired term for City Council Place 5 ending in May 2023.

Recommendation

Consider the Council’s recommendations for appointment and act as you see fit.

Discussion

With the election of Byron Sanford to the office of Mayor, Place 5 is currently vacant. The term expires in May 2023, leaving just less than a year in the unexpired term. City Council has decided to appoint someone to Place 5 (as opposed to calling a Special Election or allowing the position to remain vacant until next year). The members of the City Council have garnered input from the public and several members have candidates to consider for appointment.

Approved By

		Date:
Interim City Administrator	Dave McCorquodale	Date: 06/22/2022