



Notice of City Council Regular Meeting

January 28, 2025 at 6:00 PM

NOTICE IS HEREBY GIVEN that a Meeting of the Montgomery City Council will be held on **Tuesday, January 28, 2025, at 6:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

THIS MEETING WAS POSTED PURSUANT TO THE TEXAS OPEN MEETING ACT
V.T.C.A. GOVERNMENT CODE CHAPTER 551.

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

OPENING AGENDA

1. Call Meeting to Order.
2. Invocation.
3. Pledge of Allegiance.

PUBLIC FORUM

The City Council will receive comments from the public on any matters within the jurisdiction of the City of Montgomery, Texas. Speakers will be limited to three (3) minutes each. Persons wishing to participate (speak) during the Public Forum portion of the meeting must sign-in to participate prior to the meeting being called to order. Please note that the City Council's discussion, if any, or subjects for which public notice has not been given, are limited to statements of specific factual responses and recitation of existing policy.

CONSENT AGENDA

All Consent Agenda items are considered to be routine by the City Council and will be enacted by a single motion. There will be no separate discussion on these items unless a Councilmember requests an item to be removed and considered separately.

- 4.** Consideration and possible action on the City Council Regular Meeting Minutes of December 10, 2024.
- 5.** Consideration and possible action on the acceptance of the Quarterly Investment Report for Quarter 4, 2024.
- 6.** Consideration and possible action for the Council to authorize the waiver of applicant insurance for this event since this is a partnership with the City of Montgomery and the City would sponsor the event and have it covered under the City insurance policy.

REGULAR AGENDA

All items on the Regular Agenda are for discussion and/or action.

- 7.** Consideration and possible action to appoint a Municipal Court Judge and Associate Municipal Court Judge.

- [8.](#) Consideration and possible action to approve a Resolution accepting a Petition for and Calling for a Public Hearing on the Creation of the Crossing at Montgomery Public Improvement District within the City of Montgomery, Texas pursuant to Chapter 372 Texas Local Government Code and Authorizing the Mailing and Publication of Notice of the Public Hearing.
- [9.](#) Consideration and possible action on the Hills of Town Creek Section 5 Acceptance of Infrastructure and Entering into the One – Year Warranty Period and authorize the Interim City Administrator to sign the Certificate of Acceptance.
- [10.](#) Consideration and possible action on the execution of a variable width Access Easement for Water Plant No. 2 and authorize the Mayor to sign the agreement.
- [11.](#) Consideration and possible action on the approval of the BNSF Railway Pipeline License Agreement Old Plantersville Rd 12” Waterline Extension project and authorize the Mayor to sign the agreement.
- [12.](#) Consideration and possible action regarding authorizing a utility easement with Shadow Creek Estates, LTD to allow for access for City of Montgomery infrastructure.
- [13.](#) Consideration and possible action on acceptance of the Engineer’s Recommendation of Halff Associates to complete the Design Services related to the Town Creek Wastewater Treatment Plant project and authorize the Mayor to sign the agreement.
- [14.](#) Consideration and possible action on approval of the Final Plat for Montgomery Bend Section 3 (Dev. No. 2203).
- [15.](#) Consideration and possible action on acceptance of a Utility and Economic Feasibility Study for the BCS Capital Commercial and Multi-Family Tract (Dev. No. 2415).

DEPARTMENTAL REPORTS

- [16.](#) Police Department 2024 Annual Report & Code Enforcement 2024 Annual Report.
- [17.](#) Public Works Reports for October, November and December 2024.
- [18.](#) Financial Report as of December 31, 2024.
- [19.](#) Utility Operations Reports for October, November and December 2024.
- [20.](#) Municipal Court Report for October, November and December 2024.
- [21.](#) Engineering Report for activities since October 22, 2024.

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.

EXECUTIVE SESSION

22. Closed Session

City Council will meet in Closed Session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

- A. Section 551.074 Personnel Matters - City Administrator Position

B. Section 551.072 Deliberations about Real Property - Potential sale of 777 Clepper

C. Section 551.072 Deliberations about Real Property - Potential property lease/development of 2850 Eva

23. Open Session

City Council will reconvene in Open Session at which time action on the matter(s) discussed in Closed Session may be considered.

A. Section 551.074 Personnel Matters - City Administrator Position

B. Section 551.072 Deliberations about Real Property - Potential sale of 777 Clepper

C. Section 551.072 Deliberations about Real Property - Potential property lease/development of 2850 Eva

CLOSING AGENDA

24. Items to consider for placement on future agendas.

25. Adjourn.

The City Council for the City of Montgomery reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices), and 551.087 (Deliberation regarding Economic Development Negotiations).

I, Ruby Beaven, certify that this notice of meeting was posted on the website and bulletin board at City Hall of the City of Montgomery, Texas, a place convenient and readily accessible to the general public at all times. This notice was posted at said locations on the following date and time: **January 24, 2025 by 6:00 p.m.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/s/ Ruby Beaven

City Secretary

This public notice was removed from the official posting board at the Montgomery City Hall on the following:

Date: _____ Time: _____

By: _____
City Secretary's Office
City of Montgomery, Texas

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 accommodation.

Montgomery City Council
AGENDA REPORT

| | |
|---------------------------------------|---------------------------------|
| Meeting Date: January 28, 2025 | Budgeted Amount: N/A |
| Department: Administration | Prepared By: Ruby Beaven |

Subject

Consideration and possible action on the City Council Regular Meeting Minutes of December 10, 2024.

Recommendation

Staff recommends approval of meeting minutes, as presented.

Discussion

Please see the accompanying minutes:

Regular Meeting Minutes of December 10, 2024

Approved By

| | | |
|---|-------------|------------------|
| City Secretary & Director of Administrative Services | Ruby Beaven | Date: 01/22/2025 |
|---|-------------|------------------|



City Council Regular Meeting
Meeting Minutes
December 10, 2024

CALL TO ORDER

The City Council Regular Meeting of the City of Montgomery was called to order by Mayor Countryman at 6:00 p.m. on December 10, 2024, at City Hall 101 Old Plantersville Rd., Montgomery, TX and live video streaming.

With Council Members present a quorum was established.

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|----------|------------------------|-----------------|
| Present: | Mayor | Sara Countryman |
| | Mayor Pro-Tem | Casey Olson |
| | Council Member Place 1 | Carol Langley |
| | Council Member Place 4 | Cheryl Fox |
| | Council Member Place 5 | Stan Donaldson |

Also Present: Chief Anthony Solomon, Interim City Administrator
Corinne Tilley, Code Enforcement/Planning & Zoning Administrator
Ruby Beaven, City Secretary
Diana Titus, Deputy City Secretary
Maryann Carl, Finance Director
Chris Roznovsky, City Engineer, WGA
Katherine Vu, City Engineer, WGA

INVOCATION

Council Member Donaldson led the invocation.

PLEDGES OF ALLEGIANCE

Mayor Countryman led the Pledge of Allegiance and Pledge of Allegiance to the Texas State Flag.

PUBLIC FORUM

Mayor Countryman, 396 Berkley Drive, stated on October 23, 2024 a press release via sprawltag.com regarding a new Jack in the Box coming to Montgomery was quite a shock. The article stated that Jack in the Box would be starting construction next month January 2025 located at the southeast corner of FM 149 and SH-105. As you can imagine and may have experienced yourself, my phone started ringing with feedback concerns and questions that were all rolling in. After some due diligence I found out that the future owners of this Jack in the Box had been

communicating and working with our city engineers for over a year. Then out of the blue escrow money for a feasibility study was turned into City Hall and this item is before you tonight. It has come to me as a surprise and a disappointment that our City Engineers, WGA and staff who are no longer employed had been working with this group and had knowledge of this project but yet never workshopped, discussed, disclosed, or volunteered any information about the project. I have in front of me a map from our October 22, 2024 Council meeting where the engineers point out ongoing projects and proposed projects on a map and this item as well as a 32-acre tract project are not listed. Again, no mention of effort to inform and disclose to Council potential business and or development coming our way in the very near future or being worked on at that present time. It seems to me that WGA has lost their way and no longer value the taxpayer and citizens of Montgomery. I find it difficult to call our relationship a true partnership and I personally have been feeling this way for some time. It has been my desire that WGA and the City of Montgomery begin to truly partner or part ways and WGA remember who they serve. It is not themselves or it is not supposed to be or city staff. It truly is the taxpayer. Surprises like this and others I have experienced lately are not appreciated and should not be accepted.

On a different note, I have two other things. This past weekend was Light up the Park and it was an extreme success all in part due to Ms. Stephanie Johnson, Ms. Ruby Beaven, and Ms. Corinne Tilley and all of the Police Department. Shop with a Cop was a huge success and Light up the Park was as well and I just want to recognize everyone for that as it was awesome. This weekend is a big weekend in the City with the parade. Secondly, Thursday from 4pm – 6pm, December 12, 2024 is the Christmas Tree Silent Auction where you can bid for a tree. They have around 21 trees. Mr. Matt Hill from the library has asked that I remind Council you are invited and staff you are invited as well.

CONSENT AGENDA

- 1. Consideration and possible action on the Regular Meeting Minutes of November 12, 2024.**
- 2. Consideration and possible action on renewal of the annual permit for Cedar Crest Mobile Home Park.**
- 3. Consideration and possible action on a resolution of the City Council of the City of Montgomery, Texas, authorizing the participation of the City of Montgomery, Texas, in the Kroger Texas Settlement Agreement; and authorizing the Mayor to execute any and all documents necessary to participate in the settlement.**
- 4. Consideration and possible action on a Resolution of the City Council of the City of Montgomery, Texas, adopting the Covered Applications and Prohibited Technology Policy to satisfy the requirements of Senate Bill 1893.**
- 5. Consideration and possible action on the following Resolution: A resolution of the City of Montgomery, Texas affirming its annual review of the policy for investment of municipal funds and the investment strategies contained therein has been conducted as required by section 2256.005(e) of the Texas Government Code.**

6. **Consideration and possible action on a Resolution of the City Council of the City of Montgomery, Texas authorizing the signers for all City of Montgomery banking accounts with First Financial Bank; and providing an effective date.**
7. **Consideration and possible action authorizing the Police Department to sell a Front Partition from a 2016 Chevrolet Tahoe to Emerge Services, LLC for \$200.00.**
8. **Consideration and possible action authorizing the Police Department to dispose of an old speed trailer.**
9. **Consideration and possible action authorizing the Police Department to sell unused equipment to Navasota Police Department for \$200.00.**

Council Member Langley said she would like to move item #6 to the end of the meeting after executive session.

Council Member Fox asked Ms. Tilley for item #2 regarding the existing non-conforming chapter 54 in our code of ordinances, can you do any kind of inspections whatsoever in that park? Ms. Tilley said we can do an inspection as you request, more than likely a building inspection if that is what you are looking for, but are you looking for a condition that is existing? Council Member Fox said when you go around the corner that they have taken one down and all the trash and stuff is still sitting there. I was just wondering how that is being addressed. Ms. Tilley said she can follow up.

Motion: Mayor Pro-Tem Olson made a motion to approve items 1-5 and items 7-9 on the consent agenda as presented. Council Member Donaldson seconded the motion. Motion carried with all present voting in favor.

At 6:09 p.m. Mr. Petrov, City Attorney arrived at the meeting.

PUBLIC FORUM

10. **Conduct a Public Hearing on the reauthorization of Building Permit Fees for residential and commercial construction.**

At 6:10 p.m. Mayor Countryman opened the public hearing.

Speaking For: There was no one speaking for the item.

Speaking Against: There was no one speaking against the item.

At 6:10 p.m. Mayor Countryman closed the public hearing.

11. **Consideration and possible action on an Ordinance of the City Council of the City of Montgomery, Texas, reauthorizing building permit fees for residential and commercial construction.**

Mayor Pro-Tem Olson said they had talked two or three meetings ago about having to have some changes made to their building fee permits before December. Mr. Rick Hanna, CBO Partners said House Bill 1922 back in the 88th legislative session was a bill that provided that if you did not have a public hearing and adopt building permit fees within 10 years you can no longer assess them so most of the cities started trying to have those public hearings and adopt them. He said what he proposes is we do not increase or change the fees at all. Around five or six years ago the legislature passed a bill that you could not charge permit fees on residential construction based on valuation which that is the way the codes are set up and all the other states do it that way but now Texas does not. We sat down and went through and developed a per square foot basis in ranges of 500 square foot which has worked out real well because now the builders know if they are building a house between 2,500 and 3,000 square foot the fee is \$2,099 and they just write a check for that amount. That has been the only change we have had since I started doing inspections 20 years ago. We are still using the same fee schedule but the difference is it is based on valuation so as values of construction have gone up our fees have been able to go up. All this is basically a housekeeping procedure that we have to have the public hearing and Council has to adopt an ordinance with the fees. What is recommended at the building officials conference is that every time you adopt a new code you should update your fee schedule. The main thing to keep in mind is we are not changing the fees. The only one change that I suggest is on commercial projects particularly like on build outs where the strip center and all they are doing is building in some walls and putting other things in their valuation is sometimes \$35,000 or \$50,000 and it does not generate enough. When you do the valuation on it, it generates like \$300 for permit fees and that does not cover the inspections and plan review. What I have recommended is a \$300 base fee for any permit other than residential to help fill in that difference but otherwise, we are still going to use the same charts that we have had for 20 years. Mayor Pro-Tem Olson asked if that recommended base is a change to our current? Mr. Hanna said that will be an addition. We have not been collecting any kind of base fee and that is what hit us. When someone comes in and only says it is a \$40,000 build out we generate about \$240 in the permit fee and you have four inspections that does not even cover the inspection fees. Council Member Fox asked if the base fee of \$300 is just for commercial? Mr. Hanna said yes. We already have a base we built into the residential. Basically, that is money to subsidize the cost of the building department. Mayor Pro-Tem Olson asked is that covered in item #12? Mr. Petrov said no it is in item #11. Mayor Pro-Tem Olson asked when we make a change to our fees do we have to post that? Mr. Petrov said you published notice of this already so you will be good to go once you adopt it. Mayor Countryman said that was the public hearing to hear the feedback from the post. Mayor Countryman thanked Mr. Hanna for being diligent and making sure they get this done right under the timeline.

Motion: Mayor Pro-Tem Olson made a motion to accept Ordinance 2024-20, an Ordinance of the City Council of the City of Montgomery, Texas, reauthorizing building permit fees for residential and commercial construction. Council Member Fox seconded the motion. Motion carried with all present voting in favor.

REGULAR AGENDA

- 12. Consideration and possible action on an Ordinance of the City Council of the City of Montgomery, Texas, amending Chapter 18, Buildings and Building Regulations, of the City’s Code of Ordinances by repealing the existing Sections 18-21 and 18-27; and adopting a new Section 18-21; for the purpose of updating the city’s building codes; providing a severance clause and Texas open meetings act clause; and providing for an effective date.**

Mr. Hanna said we have been on the 2018 code edition 2017 NEC. The state agencies to regulate trades adopted newer codes. The main thing he was concerned about is our ISO ratings that if you do not adopt or set current codes it hurts your ratings.

Motion: Council Member Fox made a motion to accept Ordinance 2024-21, an Ordinance of the City Council of the City of Montgomery, Texas, amending Chapter 18, Buildings and Building Regulations, of the City’s Code of Ordinances by repealing the existing Sections 18-21 and 18-27; and adopting a new Section 18-21; for the purpose of updating the city’s building codes; providing a severance clause and Texas open meetings act clause; and providing for an effective date.. Council Member Donaldson seconded the motion. Motion carried with all present voting in favor.

- 13. Consideration and possible action regarding Escrow Agreement by and between the City of Montgomery, Texas and KHR Properties (Dev. No. 2414) and authorizing the city engineer to prepare a Feasibility Study for a proposed 0.76 Acre Jack in the Box.**

Motion: Council Member Fox made a motion to table item #13 for the January 14, 2025, meeting. Council Member Donaldson seconded the motion. Motion carried 3:2.

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| For Motion: | Council Member Fox, Council Member Donaldson, and Mayor Countryman |
| Against Motion: | Council Member Langley and Mayor Pro-Tem Olson |

- 14. Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and BCS Capital (Dev. No. 2415) and authorizing the city engineer to prepare a Feasibility Study for a proposed 32-acre development.**

Mr. Roznovsky, City Engineer said on page 105 in the packet is a copy of the development application followed by an exhibit showing the rough layout of the property. This is the property behind Ransom’s that extends all on Buffalo Springs, CB Stewart and down to SH-105. The proposed development which there is a plan in here is a mixed use so there is a mixture of retail, multi-family, and restaurant space that was the initial concept. What this item is for you tonight is authorizing the escrow agreement which enters the developer into an agreement with the City to fund the cost of plan reviews, city administrator time, and authorize them to begin the feasibility study, to lay

out the required improvements, zoning, capacity, and traffic related to this property. Council Member Langley asked what the multi-family would be? Ms. Vu, City Engineer asked as far as where or what style? Council Member Langley asked where?. Ms. Vu said it would be closer to the hard corner of CB Stewart and Buffalo Springs, the northern portion of the property where they are proposing at this time and they are proposing garden style apartments. Mayor Pro-Tem Olson asked what is garden style? Ms. Vu said as opposed to just being one large building with multiple units inside it is your more traditional apartment style where you have a building A, building B with maybe eight units inside each.

Mr. Jonathan White, L Squared Engineering, said the developers were not able to make it to the meeting tonight so he is here to represent them. It is BCS Capital who will be proposing this development. They do intend to come in next month to be able to provide a presentation with a bit more detail of the apartments and kind of restaurants, QSR's, and retail development they would like to be able to propose for this development. They just did not have time to be able to put a lot of that material in a short contract time. They are really interested in making sure that capacity wise and utility wise we can make some headway on that while we can then come in and also present that to you to make sure it is development you are looking for. I think you were trying to get it into January for the feasibility study and so I think that meeting we would like to present the type of development they would like to propose to you and then it would follow the feasibility study that they would present and ultimately accept and see if that is something you would want to move forward on. Council Member Fox asked if before they do the feasibility study are they going to bring us some type of presentation? Mr. White said they are going to work on the study as we are working on the marketing material. We have given them acreage and what we think the apartments would look like and the total amount of units. It is going to be as Ms. Vu was saying garden style, class A style apartments with something like 20 units per acre, three-story class A apartments. Council Member Fox asked will it front on SH-105? Mr. White said no it will be on the north side. He said the front side will probably mimic what is in front of Kroger or like the shops development. You have retail QSR style development along the front, probably something in the middle they were thinking about like a restaurant row on the lake and then the apartments in the very back. Council Member Langley asked would it be across from where the church is going? Mr. White said yes. Council Member Langley asked where the soccer fields were at one time? Mr. White said yes. Mr. White said our goal was just to be able to have the feasibility study worked on while were are working with the developers.

Mayor Countryman asked if they should have done a workshop first and then do a feasibility study? She said she feels like we are getting rushed. Mr. Roznovsky said the process they have is they do a predevelopment call with the developer and go over high level which was staff level and then next was the escrow agreement and the feasibility. There have been developers in the past that have done the presentation first. This one was as Mr. White said more of a timing thing. They do not have their presentation together to have all the details to present but they wanted the feasibility study to get started so at least they have that piece while they are pulling their presentation together.

Ms. Hilliary Dumas said this is a property they have under contract with them and we have given them a short window. From our standpoint it is either a go or no go and so we have encouraged them to meet with the City, do their presentation, kind of work things in parallel. They have engaged Mr. White and having been talking with Mr. Roznovsky, but they have 90 days. It is a go or no go and we do not intend to extend beyond that and so that is what they are trying to do is work things in parallel.

Mayor Pro-Tem Olson asked Mr. Petrov based on what we want to do with Kendig Keast Collaborative, where would this fall with the ordinance they already passed with the old ordinance versus the new ordinance since we do not have a development agreement yet? Mr. Petrov said he would have to look at the timing and asked if they have filed an application? Mr. Roznovsky said correct. Just without going through the feasibility study we know there is going to likely be a special use permit because this is zoned commercial I believe for the majority of the property which would not allow residential. There is likely going to be some type of special use permit and/or development agreement, probably both associated with this to allow those uses and/or rezoning based on what you have today.

Motion: Council Member Donaldson made a motion to accept an Escrow Agreement by and between the City of Montgomery, Texas and BCS Capital (Dev. No. 2415) and authorizing the city engineer to prepare a Feasibility Study for a proposed 32-acre development. Mayor Pro-Tem Olson seconded the motion. Motion carried with all present voting in favor.

15. Consideration and possible action on the Request for Qualifications for Building Inspection and Plan Review Services.

Chief Solomon said in September we sent out an RFQ for an inspector and review of services. At this time we are in a contract with Mr. Hanna. When we went into the new contract those agendas just came in last week so we recommend for this to take no action.

Motion: Council Member Donaldson made a motion to take no action on the Request for Qualifications for Building Inspection and Plan Review Services. Council Member Fox seconded the motion. Motion carried with all present voting in favor.

16. Consideration and possible action on the revisions to Rick Hanna CBO Partners, LLC's Service Agreement to include the title, duties, and responsibilities of Building Official.

Chief Solomon said we spoke a minute ago about the revision and the contract with Mr. Hanna which begins January 1, 2025. There are two changes in the contract. One is the Community Core system which is the software we use for the permits and inspections and all things that go along with that. The software has been split among cities and our

portion is \$3,000 and also bringing Mr. Hanna on as a building official that pays \$3,000 to be invoiced on the 15th on the last day of each month.

Motion: Council Member Langley made a motion to approve the revisions to Rick Hanna, CBO Partners, LLC service agreement to include the title, duties, and responsibilities of the City of Montgomery Building Official. Mayor Pro-Tem Olson seconded the motion. Motion carried with all present voting in favor.

17. Consideration and possible action on an Ordinance of the City Council of the City of Montgomery accepting and approving an annual update to the Service and Assessment Plan and Assessment Roll for City of Montgomery Public Improvement District #1; Providing for payment of the annual installment of the assessments in accordance with chapter 372, Texas Local Government Code, as amended; and Providing for severability, and providing an effective date.

Finance Director Carl said this is an annual housekeeping item. We have a representative from Coats / Rose here this evening to talk with you a bit more concerning the Public Improvement District (PID) process.

Mr. Hicham Chiali, Attorney with Coates / Rose said this PID has been around since 2015 and every year at this time we update the taxes. All we are doing is updating the tax to show that it is the 2024 tax role for the PID assessment that is already levied on the property within the public improvement district .This is really the only change in the update. This is something we do, a housekeeping item every year. Mr. Chiali said he would be happy to answer any questions on the legal side as well as the development side. The developer is here to answer any question as well.

Motion: Council Member Donaldson made a motion to accept Ordinance 2024-22, an Ordinance of the City Council of the City of Montgomery accepting and approving an annual update to the Service and Assessment Plan and Assessment Roll for City of Montgomery Public Improvement District #1; Providing for payment of the annual installment of the assessments in accordance with chapter 372, Texas Local Government Code, as amended; and Providing for severability, and providing an effective date.. Mayor Pro-Tem Olson seconded the motion. Motion carried with all present voting in favor.

18. Consideration and possible action on the Certificate of Substantial Completion for the 2023 Sanitary Sewer PH II Project and commencement of the 1-year warranty period.

Mr. Roznovsky said this item is for the sanitary sewer rehab phase II project which was the project that replaced the sewer line directly outside of City Hall, across SH-105 and ending at the back of the houses along Shepperd Street. If you remember this project was broken into two. There was one larger project that did everything that was non-TxDOT. This project was the TxDOT only portion and it required a new steel casing because we are enlarging that line underneath the road. The project has been completed.

We have done our inspections and we received the post rehab videos showing the line is in good condition so we do recommend accepting the project and entering into the one-year warranty period which would begin December 3, 2024. What this does is that as we get near the one-year warranty period in 2025 we will have a reinspection with the contractor to make sure that anything that has changed since that would require repairs to be done at their cost as part of their performance.

Motion: Mayor Pro-Tem Olson made a motion to accept the Certificate of Substantial Completion for the 2023 Sanitary Sewer PH II Project and commencement of the 1-year warranty period. Council Member Langley seconded the motion. Motion carried with all present voting in favor.

19. Consideration and possible action on a Resolution of the City Council of the City of Montgomery, Texas, authorizing the Interim City Administrator to enter into an agreement with the City of Montgomery Public Works Department to utilize the City of Montgomery American Rescue Plan funds; providing for findings of fact, repealer, severability, effective date, proper notice and meeting.

Finance Director Carl said this is that item we have been talking about to be able to allow us to use our ARPA funds. Based on timing we are not able to actually have these projects obligated by the deadline of December 31st of this year, so based on the guidance that Grant Works has received from treasury, the City can enter into an MOU with itself to obligate these funds and that is what we are doing with this MOU this evening. Mayor Pro-Tem Olson asked if we can ultimately still use them for the projects? Ms. Carl said right. The projects we brought to you last month the College Street drainage improvements and the water plant number three booster pump edition those are the two projects that are included in this MOU.

Motion: Mayor Pro-Tem Olson made a motion to accept Resolution 2024-17, a Resolution of the City Council of the City of Montgomery, Texas, authorizing the Interim City Administrator to enter into an agreement with the City of Montgomery Public Works Department to utilize the City of Montgomery American Rescue Plan funds; providing for findings of fact, repealer, severability, effective date, proper notice and meeting. Council Member Fox seconded the motion. Motion carried with all present voting in favor.

20. Consideration and possible action on a Resolution of the City Council of the City of Montgomery, Texas, adopting the American Rescue Plan Act State & Local Fiscal Recovery Funding, Financial Management Policies & Procedures.

Finance Director Carl said this was the other item I mentioned last month that would be coming forward. Based on the guidance from Grant Works this is the financial policy piece that we need in place in order to cover us for all things federal. Legal has reviewed it and so this is what is in front of you this evening.

Motion: Council Member Fox made a motion to accept Resolution 2024-18, a Resolution of the City Council of the City of Montgomery, Texas, adopting the American Rescue Plan Act State & Local Fiscal Recovery Funding, Financial Management Policies & Procedures. Mayor Pro-Tem Olson seconded the motion. Motion carried with all present voting in favor.

21. Consideration and possible action on a Resolution of the City Council of the City of Montgomery, Texas, submitting nominee(s) as candidate(s) for the Election of the Montgomery Central Appraisal Districts Board of Directors.

Discussion held among the City Council to nominate Mayor Pro-Tem Olson.

Motion: Council Member Fox made a motion to accept Resolution 2024-19, a Resolution of the City Council of the City of Montgomery, Texas, submitting nominee(s) as candidate(s) for the Election of the Montgomery Central Appraisal Districts Board of Directors; and to nominate Mayor Pro-Tem Olson. Council Member Langley seconded the motion. Motion carried with all present voting in favor.

22. Consideration and possible action to authorize staff to enroll in the AT&T FirstNet plan and to discontinue employee telephone reimbursement.

Chief Solomon said in line with Senate Bill (SB)1893 social media of Tik Tok and some other social media applications, we looked at our phone services and we are going to have to have a service change. When we started looking at the amount that we were paying for employees for phones it was about \$19,800. Going with FirstNet will save us about \$9,000 and we want to get all the staff into FirstNet. Mayor Pro-Tem Olson said good, this is something he has been wanting to do for a while. Council Member Fox asked Chief Solomon how much did he say it would save? Chief Solomon said \$9,650. Council Member Langley asked if we have to make a new policy for the phones because they are City owned now? Chief Solomon said we have gotten a new policy for the Tik Tok that will serve as a policy for our phone services. We will take a look at it and see if we need to enhance that some more and also change our social media policy to also go in with SB 1893. We have made the necessary changes but we will take a look when we start. Mayor Countryman asked Chief Solomon if there was consideration for elected and boards for the City because we are on our personal phones or is that still up for consideration or no? Mayor Countryman said to hand out city owned phones to board commissions and electees I know that was discussed with Ms. Beaven. City Secretary Beaven said we can issue these FirstNet phones to Council and Board Commission Members if they would like to choose to use them but there will not be any stipends if using your own phone and will be subject to open record requests. Mayor Countryman asked if they use their personal phone they cannot have Tik Tok on it correct? Mr. Petrov said if you use your personal and you also use your personal for city business then that is correct. If you use your personal just for personal, not for city business then you are free to have whatever you want. Chief Solomon said but we will

also once you come into this building we are going to have a service where you will not be able to pick those things up.

Motion: Mayor Pro-Tem Olson made a motion to authorize staff to enroll in the AT&T FirstNet plan and to discontinue employee telephone reimbursement. Council Member Donaldson seconded the motion. Motion carried with all present voting in favor.

DEPARTMENTAL REPORTS

23. Departmental Reports Status Update.

Chief Solomon said we will resume the reports in January and one of those will be the end of the year report but will all the things we needed to get on this agenda we will resume the reports in January.

COUNCIL INQUIRY

Mayor Pro-Tem Olson reminded everyone not to forget about the Christmas parade this weekend.

EXECUTIVE SESSION

Closed Session.

City Council will meet in Closed Session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

Section 551:071 Consultation with Attorney to seek or receive legal advice regarding pending litigation.

Section 551:074 Personnel Matters – Chief of Police and Interim City Administrator

Section 551.074 Personnel Matters – Assistant City Administrator and City Secretary

Section 551.074 Personnel Matters – Code Enforcement and Planning & Development Administrator

Section 551.074 Personnel Matters – Public Officer – Casey Olson

At 6:44 p.m. Mayor Countryman convened the Montgomery City Council into a closed session pursuant to provision of Chapter 551 of the Texas Government Code, in accordance with the authority contained in Section 551:071 Consultation with Attorney to seek or receive legal advice regarding pending litigation, Section 551:074 Personnel Matters – Chief of Police and Interim City Administrator, Section 551.074 Personnel Matters – Assistant City Administrator and City Secretary, Section 551.074 Personnel Matters – Code Enforcement and Planning & Development Administrator, and Section 551.074 Personnel Matters – Public Officer – Casey Olson.

ACTION FROM EXECUTIVE SESSION

Open Session.

City Council will reconvene in Open Session at which time action on the matter(s) discussed in Closed Session may be considered.

Section 551.071 Consultation with Attorney to seek or receive legal advice regarding pending litigation.

Section 551.074 Personnel Matters – Chief of Police and Interim City Administrator

Section 551.074 Personnel Matters – Assistant City Administrator and City Secretary

Section 551.074 Personnel Matters – Code Enforcement and Planning & Development Administrator

Section 551.074 Personnel Matters – Public Officer – Casey Olson

At 8:13 p.m. Mayor Countryman reconvened the Montgomery City Council into an open session pursuant to provision of Chapter 551 of the Texas Government Code to take any action necessary related to the executive session noted herein, or regular agenda items, noted above, and/or related items.

Motion: Mayor Pro-Tem Olson made a motion to approve the compensation increase of \$20,000 to the Chief of Police for additional duties as Interim City Administrator to be effective for the pay period starting December 10, 2024. Council Member Fox seconded the motion. Motion carried with all present voting in favor.

Motion: Council Member Langley made a motion to approve the compensation increase of \$8,500 to reconstruct the code enforcement and planning and development director position into a dual role, adopt a job description for code enforcement planning and development administrator and to be effective for the pay period starting December 10, 2024. Council Member Fox seconded the motion. Motion carried with all present voting in favor.

Item 6 was pulled from the Consent Agenda for separate discussion at the end of the meeting.

- 6. Consideration and possible action on a Resolution of the City Council of the City of Montgomery, Texas authorizing the signers for all City of Montgomery banking accounts with First Financial Bank; and providing an effective date.**

Council Member Langley requested for an amendment for the following:

Ruby Beaven ~~Assistant City Administrator~~ City Secretary

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

Motion: Council Member Langley made a motion to accept Resolution 2024-20, a Resolution of the City Council of the City of Montgomery, Texas authorizing the signers for all City of Montgomery banking accounts with First Financial Bank and providing an effective date with an amendment to for the replacement of the assistant city administrator position to City Secretary. Council Member Fox seconded the motion. Motion carried with all present voting in favor.

ADJOURNMENT

Mayor Pro-Tem Olson said before the meeting is adjourned he would like to make a public statement. He said at the last meeting in his comments and his tone it had been construed that he insinuated there was collusion or malfeasance with other Council Members. He said his tone or his word choice was incorrect. A lot of information has come to light that he should have been aware of as he was in meetings. It was explained to him that yes, he was aware of these things and that is his mistake and he apologized to all the Council. Mayor Countryman and all Council Members thanked Mayor Pro-Tem Olson. Council Member Langley said she accepts his apology. Council Member Fox says she does too and Mayor Countryman as well.

Motion: Council Member Fox made a motion to adjourn the Regular Meeting of the City of Montgomery at 8:18 p.m. Mayor Pro-Tem Olson seconded the motion. Motion carried with all present voting in favor.

APPROVED:

Sara Countryman, Mayor

ATTEST:

Ruby Beaven, City Secretary

Montgomery City Council
AGENDA REPORT

| | |
|---------------------------------------|----------------------------------|
| Meeting Date: January 28, 2025 | Budgeted Amount: N/A |
| Department: Administration | Prepared By: Maryann Carl |

Subject

Consideration and possible action on the acceptance of the Quarterly Investment Report for Quarter 4, 2024.

Recommendation

Staff recommends approval of the quarterly investment report as submitted.

Discussion

The report is attached for review.

| | | |
|--------------------|--------------|-----------------|
| Approved By | | |
| Finance Director | Maryann Carl | Date: 1/22/2025 |

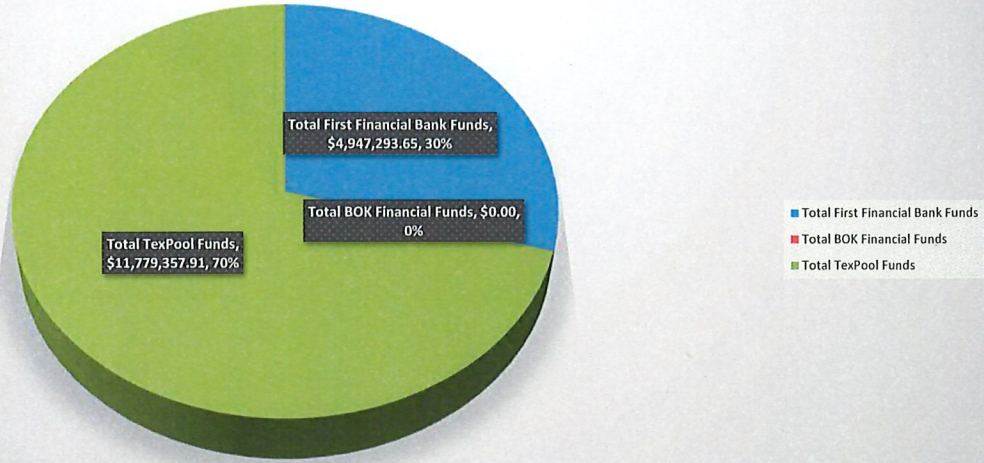


City of Montgomery Quarterly Investment Report
From October 1 - December 31, 2024

| Summary of Funds held at First Financial Bank | | | | | | |
|---|---------------------------------|------------------------------|-----------------------|-------------------------|---------------------|------------|
| Investments | Beginning Values as of 10/01/24 | Ending Values as of 12/31/24 | Quarterly Activity | Quarter Interest Earned | YTD Interest Earned | % of Funds |
| General Fund Checking | \$2,416,396.16 | \$4,021,640.38 | \$1,605,244.22 | \$37,447.20 | \$47,303.06 | |
| Utility Fund Checking* | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| MEDC Fund Checking | \$725,144.14 | \$726,600.41 | \$1,456.27 | \$1,456.27 | \$2,684.42 | |
| Capital Projects Fund Checking | \$233.15 | \$260.76 | \$27.61 | \$27.61 | \$28.62 | |
| Grant Fund - General Checking* | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| Grant Fund (1) Checking* | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| Grant Fund (2) Checking* | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| Hotel Occupancy Fund Checking* | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| Police Asset Forfeiture Fund Checking* | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| Court Security Fund Checking* | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| Court Technical Fund Checking* | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| Police Drug & Misc Fund Checking* | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| Debt Service Fund checking | \$56,656.46 | \$57,226.67 | \$570.21 | \$570.21 | \$4,725.58 | |
| Home Depot Escrow Fund Checking | \$140,154.88 | \$141,565.43 | \$1,410.55 | \$1,410.55 | \$2,022.43 | |
| Total First Financial Bank Funds | \$3,338,584.79 | \$4,947,293.65 | \$1,608,708.86 | \$40,911.84 | \$56,764.11 | 30% |
| Summary of Funds held at BOK Financial | | | | | | |
| Investments | Beginning Values as of 10/01/24 | Ending Values as of 12/31/24 | Quarterly Activity | Quarter Interest Earned | YTD Interest Earned | % of Funds |
| Series 2017A TWDB | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| Series 2017B TWDB | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| Total BOK Financial Funds | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% |
| Summary of Money Market Funds held at TexPool | | | | | | |
| Investments | Beginning Values as of 10/01/24 | Ending Values as of 12/31/24 | Quarterly Activity | Quarter Interest Earned | YTD Interest Earned | % of Funds |
| General Fund Reimbursement | \$393,737.22 | \$398,454.93 | \$4,717.71 | \$4,717.71 | \$20,045.43 | |
| Utility Fund | \$1,848,105.56 | \$1,835,184.60 | -\$12,920.96 | \$22,079.04 | \$96,379.49 | |
| General Fund | \$2,462,493.29 | \$2,491,998.51 | \$29,505.22 | \$29,505.22 | \$125,366.82 | |
| MEDC Reimbursement | \$262,977.50 | \$266,128.48 | \$3,150.98 | \$3,150.98 | \$13,388.36 | |
| MEDC General | \$1,553,688.26 | \$1,572,304.26 | \$18,616.00 | \$18,616.00 | \$79,098.82 | |
| Debt Service Fund | \$83,067.87 | \$119,127.90 | \$36,060.03 | \$1,060.03 | \$1,938.10 | |
| Capital Projects American Rescue Plan | \$373,634.87 | \$378,111.66 | \$4,476.79 | \$4,476.79 | \$19,021.91 | |
| MEDC Downtown | \$222,270.81 | \$224,934.06 | \$2,663.25 | \$2,663.25 | \$11,315.90 | |
| Capital Projects Infrastructure | \$51,896.51 | \$52,518.36 | \$621.85 | \$621.85 | \$2,641.96 | |
| Capital Projects Mobility | \$11,112.70 | \$11,245.77 | \$133.07 | \$133.07 | \$565.64 | |
| Capital Projects Building | \$763,185.60 | \$772,329.93 | \$9,144.33 | \$9,144.33 | \$38,854.05 | |
| Certificates of Obligation Series 2023 | \$3,613,720.51 | \$3,657,019.45 | \$43,298.94 | \$43,298.94 | \$157,019.45 | |
| Total TexPool Funds | \$11,639,890.70 | \$11,779,357.91 | \$139,467.21 | \$139,467.21 | \$565,635.93 | 70% |
| Total City Funds | \$14,978,475.49 | \$16,726,651.56 | \$1,748,176.07 | \$180,379.05 | \$622,400.04 | |

*These accounts were closed in September 2024 and balances were transferred to General Fund Checking

Bank Fund Distribution Summary for Quarter ending 12/31/24



Compliance Statement: This report is presented in accordance and is in compliance with the City of Montgomery's Investment Policy and meets the requirements set forth in Texas Government Code Chapter 2256.023

All Funds are completely insured and/or Collateralized.


Maryam Carl, Finance Director

Date: 1/22/25

Montgomery City Council
AGENDA REPORT

| | |
|---------------------------------|---------------------------------------|
| Meeting Date: 01/28/2025 | Budgeted Amount: |
| Department: Admin | Prepared By: Stephanie Johnson |

Subject

Consideration and possible action for the Council to authorize the waiver of applicant insurance for this event since this is a partnership with the City of Montgomery and the City would sponsor the event and have it covered under the City insurance policy.

Recommendation

Staff recommend the Council to authorize the waiver of applicant insurance for this event since this is a partnership with the City of Montgomery and the City would sponsor the event and have it covered under the City insurance policy.

Discussion

To my understanding, the Antique and Unique Festival event has historically been a partnership with the City of Montgomery for many years. It has also come to my attention that the City has provided insurance coverage previously. The special event permit for the festival specifies certain insurance requirements that must be met. However, I have not been able to locate any proof of prior insurance coverage or an existing partnership agreement on file. Attached, you will find a copy of the email correspondence and the relevant special event permit for your review.

Consideration at this time is for the Council to authorize the waiver of applicant insurance for this event since this is a partnership with the City of Montgomery and the City would sponsor the event and have it covered under the City insurance policy.

Approved By

| | | |
|--|-------------|------------------|
| City Secretary & Director of Administrative Services | Ruby Beaven | Date: 01/24/2025 |
|--|-------------|------------------|



SPECIAL EVENT PERMIT

Completed application(s) and permit fee are required 30 days prior to the scheduled event date. *Application Submittal does not guarantee permit approval. Incomplete application(s) will not be accepted.*

To submit your application please email events@ci.montgomery.tx.us

| Event Information | | |
|---|--|------------------------|
| Name of Event: Montgomery Antiques & Uniques <i>Festival</i> | | |
| Proposed location of Event: McCown St/ College St/ Caroline St | | |
| Event Start Date: May 2, 2025 | Event End Date: May 4, 2025 | Number of Days: 5 |
| Event Start Time: 10 am 9 am 10 am | Event End Time: 6, 7, 4 PM | Total Number of Hours: |
| Anticipated number of attendees per day: 1000 | | |
| Admission Fee | Type of Event | |
| <input checked="" type="checkbox"/> No, the event is free admission. <input type="checkbox"/> Yes, if so, what is the fee? _____ | <input type="checkbox"/> Concert/Dance <input checked="" type="checkbox"/> Festival/Carnival <input type="checkbox"/> Parade <input type="checkbox"/> Walk/Run <input type="checkbox"/> Other: _____ | |
| Event Organizer Information | | |
| <i>If an applicant is filling out the application in behalf of the event organizer, please submit a letter of consent.</i> | | |
| Name: Full Street Events | | |
| Address: 18405 FM 149 Rd | | |
| Phone Number: 281-541-3426 | Email Address: fullstevents@gmail.com | |
| Additional Applicants | | |
| <input type="checkbox"/> Check the box if the event host, chairperson or point of contact is the same as stated above. | | |
| Name(s): Kambra Drummond | | |
| Address: | | |
| Phone Number: | Email Address: | |
| Phone Number: | Email Address: | |
| Property Owner Information | | |
| <i>Applicant(s) shall submit a copy of the "property use agreement" from the property owner allowing use of the property for the event.</i> | | |
| Name: City of Montgomery | | |
| Address: | | |
| Phone Number (s): | Email Address: | |

101 Old Plantersville Rd. Montgomery, TX 77316
(936)597-6719

Amusement Rides/Inflatables/Bounce House(s)

Will amusement rides/inflatables/bounce house(s) be used in conjunction with the event?

- No
- Yes, the proposed location(s) must be indicated on the event site plan.

Required: Certificate of Inspection and insurance are required for permit.

Rides and/or attractions associated at special events shall conform with the statutory rules and regulations set forth in Chapter 21, Article 21.53 of the Texas Insurance Code, designated the Amusement Ride Safety Inspection and Insurance Act, as amended. Certificates of Inspection and insurance will be required

Animals and Livestock

Please check the box if this does not apply to your event.

Will animals (other than pets on a leash) be part of the event?

- No
- Yes, what type and how many? _____

Requirements: Hand washing station must be provided and shown on the site plan. Additionally, if horses will be present at the event, each horse must have an Equine Infectious Anemia (EIA) testing form.

Sanitation Services

Please check the box if this does not apply to your event.

Brief explanation on the following

Portable Restrooms

Provider: Honey Pot _____

Trash/Dumpster

Provider: WM _____

The City of Montgomery is subject to request verification for sanitation. Show on the site map where the above will be located.

Event Vendors

Please check the box if this does not apply to your event.

Event organizers must provide a list of planned vendors. In Montgomery, vendors operating solely during the event are not required to obtain permits. However, organizers are accountable for ensuring vendors comply with health and safety regulations.

- Will have food vendors during the event hours.
- Will have beverages/alcohol vendors during the event hour.
- Will have non-food vendors during the event hours.

Will any vendors be using propane? no
Will alcohol be sold or allowed (BYOB) at this event? local establishments only

If alcohol is present, the event applicant/host must provide a copy of TABC Permit and proof of Host Liquor Liability insurance.

City of Montgomery Event Questions

What events qualify for a special event?

Special event means a sports event, pageant, celebration, historical reenactment, entertainment, exhibition, parade, fair, festival, or similar activity that is not a demonstration, engaged in by one or more persons, and could potentially impede traffic, impact city infrastructure or operations, and/or disrupt the general public's quiet enjoyment of their day.

Street means the entire width between the boundary lines of every way publicly maintained, where any part thereof is open to the use of the public for purposes of vehicular travel, including the ditches, drains, median, sidewalk and esplanade thereof, of any public alley, road, street, avenue, parkway or highway which is located within the city.

Street festival means any event, activity or entertainment sponsored by any organization, entity, or individual which may attract 25 or more persons and conducted in whole or in part within any street and for which admission may be charged or at which peddling, hawking, soliciting, transient dealing, or operation of a mobile food unit may occur. The term "street festival" shall not include a rally conducted in support of or opposition to a candidate for political office or a ballot proposition in any election called by a federal, state or local unit of government.

Do vendors need the City of Montgomery?

They will not need to apply for a permit while operating during the event hours as long as the event organizer submits an event vendor list with the permit application. If the vendor plans to operate regularly in Montgomery on other days and hours not regulated by an event organizer, they'll need a separate vendor permit.

https://library.municode.com/tx/montgomery/codes/code_of_ordinances?nodeId=COOR_CH64PESOVE

What are the basic requirements?

- o Application must be completed.
- o Site map will need to show location along with everything that will part of the event.
- o Event insurance covers the event and the City of Montgomery.
- o Other requirements will apply based on your event.

For Office Use Only

City Event Special Events Coordinator: _____ Date: _____

Submittal Received: City Staff: Diana Titus Date: 1-10-25

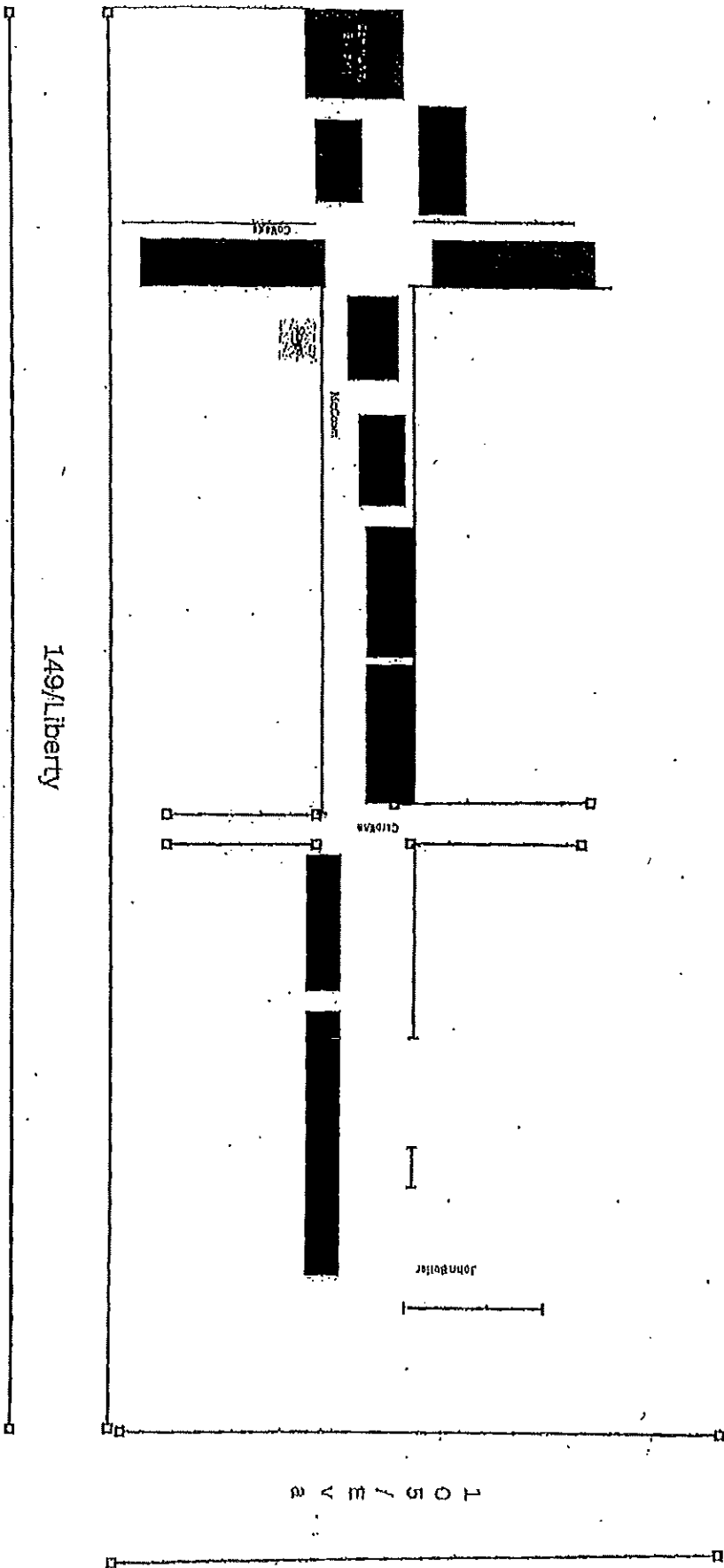
Application Reviewed:

- Approved
- Rejected

City Administrator: _____

City Secretary: _____

Chief of Police: _____



Stephanie Johnson

From: Kambra Drummond <kamdrummond46@gmail.com>
Sent: Friday, January 17, 2025 2:31 PM
To: Stephanie Johnson
Subject: Re: Special event permit. Need proof of insurance naming City of Montgomery as additional insured

At our meeting insurance was discussed but Sara confirmed that this would be under this city's
Has that now changed?
In the past the insurance was never purchased until right before the event, this was before it was done
under the city's policy.
Please let me know what is required now.
I know what is on the event application, but that is not what was discussed and what I thought was
agreed on

Thx
K

Sent from my iPhone

On Jan 17, 2025, at 10:41 AM, Stephanie Johnson <sjohnson@ci.montgomery.tx.us> wrote:

Hi Kambra,

Please send proof of insurance. The following shall be listed in the Description of Operation;.....EXACT WORDS..... **"The City of Montgomery, its' officers, officials, employees, boards and commissions, agents, and volunteers are to be covered as "Additional insured", as required by the contract in respect to liability arising out of premises owned, occupied or used by the Festival/Event." **The sales tax rate of 8.25% applies within the City of Montgomery. ** All vendors operating in the City of Montgomery should properly report sales tax from this event as occurring in the City of Montgomery**

Best,

Stephanie Johnson
City of Montgomery
Special Events Coordinator
D: 936.597.6719
M: 214.236.9507

Montgomery City Council
AGENDA REPORT

| | |
|---------------------------------------|--------------------------------------|
| Meeting Date: January 28, 2025 | Budgeted Amount: \$18,000 |
| Department: Municipal Court | Prepared By: Kimberly Duckett |

Subject

Consideration and possible action a to appoint a Municipal Court Judge and Associate Municipal Court Judge.

Recommendation

Staff recommend City Council appoint Robert Rosenquist as Municipal Court Judge and Jeremy Finch as Associate Judge.

Discussion

Judge Chad Pease resigned December 5, 2024, and his last official role as Municipal Judge was January 9, 2025.

As Court Administrator, recommendation is to appointment Judge Robert Rosenquist which would result in a seamless transition and Court hearing will not be delayed or postponed. Judge Rosenquist has served as the Municipal Court Judge previously and has a very extensive background in the Judicial system.

In addition, Jeremy Finch is a local licensed Attorney and is recommended appointment for Associate Judge for the City of Montgomery Municipal Court.

Approved By

| | | |
|----------------------------|-----------------------|------------------|
| Interim City Administrator | Chief Anthony Solomon | Date: 01/22/2025 |
|----------------------------|-----------------------|------------------|

ROBERT ROSENQUIST

ATTORNEY

CONTACT

220 1/2 W Davis St.
Conroe, Texas 77301
936.228.4121
robert@rosenquistlawfirm.com
www.rosenquistlawfirm.com

EDUCATION

SOUTH TEXAS COLLEGE OF
LAW, J.D. •
MAY 1997

TEXAS A & M UNIVERSIRTY •
MAY 1994

BACHELOR OF SCIENCE IN
PSYCHOLOGY

LICENSED BY THE STATE OF
TEXAS, NOVEMBER 1997

LICENSED BY THE STATE OF
MONTANA, DECEMBER 13, 2021

LICENSED BY THE STATE OF
COLORADO, JUNE 12, 2024

EXPERIENCE

ROSENQUIST LAW FIRM, PLLC
FEBRUARY 1, 2024- PRESENT
Owner/Attorney/Mediator

CITY OF MAGNOLIA
FEBRUARY 2024-PRESENT
Associate Judge

CITY OF SHENANDOAH
AUGUST 2024-PRESENT
Municipal Court Judge

410TH STATE DISTRICT COURT, MONTGOMERY COUNTY, TEXAS
AUGUST 15, 2022- JANUARY 31, 2024
Associate Judge

CITY OF MAGNOLIA
MAY 2014-AUGUST 2022
Municipal Court Judge

ROSENQUIST LAW FIRM, PLLC
JANUARY 1, 2019- AUGUST 12, 2022
Owner/Attorney/Mediator

CITY OF MAGNOLIA
MAY 2014-AUGUST 2022
Municipal Court Judge

CITY OF MONTGOMERY
OCTOBER 2013-AUGUST 2022
Municipal Court Judge

CITY OF WOODBRANCH
2021-AUGUST 2022
Municipal Court Judge

CITY OF TODD MISSION
2020-AUGUST 2022
Municipal Court Judge

DARDEN, FOWLER & CREIGHTON, LLP
OCTOBER 1, 2004- DECEMBER 31, 2018
Partner

CITY OF SPLENDORA
MARCH 2010-AUGUST 2021
Municipal Court Judge

ROBERT ROSENQUIST, ATTORNEY AT LAW
FEBRUARY 2004-OCTOBER 2004
Private Practice

MONTGOMERY COUNTY ATTORNEY
DECEMBER 2000-FEBRUARY 2004
Assistant County Attorney- Civil Litigation Division

MONTGOMERY COUNTY ATTORNEY
JANUARY 1999- DECEMBER 2000
Assistant County Attorney- Misdemeanor Prosecutor

HOPE & CAUSEY, PC
NOVEMBER 1997-JANUARY 1999
Associate Attorney

HOPE & CAUSEY, P.C.
OCTOBER 1996-NOVEMBER 1997
Law Clerk

MONTGOMERY COUNTY DISTRICT ATTORNEY

SEPTEMBER 1996-DECEMBER 1996

Legal Intern - Volunteer

ROSS, BANKS, MAY, CRON & CAVIN, P.C.

MARCH 1995-OCTOBER 1996

Law Clerk

Jeremy Duane Finch, Attorney at Law

204 W. Davis St. • Conroe, Texas 77301
Office: (936) 756-7297 • Cell: (936) 689-4918 • E-Mail: jdfinchlaw@gmail.com

Education

- J.D. South Texas College of Law – May 2004; Licensed by State Bar of Texas November 2, 2007
(State Bar of Texas Number 24053964)
- B.S. Economics, with concentration in Statistical Analysis and Econometric Forecasting, Louisiana State University – Baton Rouge, May 2001

Experience

- Law Office of JD Finch November 2007 - Present
- Montgomery County District Attorney's Office (intern) June 2006 – May 2007
- Accenture, L.L.P. May 2001 – July 2004
- Breazeale, Sachse, and Wilson, L.L.P. March 1998 – May 2001

Memberships, Licenses, and Professional Associations

- State Bar of Texas (SBOT 24053964) November 2007 - Present
- State Bar of Montana (SBOM 13937) May 2022 - Present
- State Bar of Texas, Criminal Justice Section November 2007 - Present
- State Bar of Texas, Family Law Section June 2009 – Present
- State Bar of Texas, ADR Section June 2012 - Present
- Montgomery County Bar Association November 2007 – Present
- Montgomery County Criminal Defense Lawyer's Association November 2007 – Present
- Texas Criminal Defense Lawyer's Association November 2007 – Present
- National Association of Criminal Defense Lawyers November 2007 - Present

Trial Experience

- State of Texas vs. Joshua Garner, Cause No. 05-204865 (DWI 1st) August 9, 2006
- State of Texas vs. Debra Tolbert, Cause No. 06-220267 (DWI 1st) February 6, 2007
- State of Texas vs. Deanne Dawsey, Cause No. 06-216977 (DWI 1st) February 28, 2007
- State of Texas vs. Jesse Raub, Cause No. 06-218534 (Assault FV, 2nd chair) February 22, 2008
- State of Texas vs. Shaun Rotholz, Cause No. 1578181 (DWI 2nd) April 8, 2008
- State of Texas vs. Richard Golden, Cause No. 06-223808 (DWI 2nd) April 22, 2008
- State of Texas vs. Cody Woolman, Cause No. 07-02-01922-CR (Manslaughter, 2nd chair) June 28, 2008

Jeremy D. Finch, Attorney at Law

Page 2

- State of Texas vs. Travis Crawford, Cause No. 07-10-10086-CR (Assault of a Public Servant) August 11, 2008
- State of Texas vs. Thomas Johnson, Cause No. 07-05-04549-CR (Theft) September 11, 2008
- State of Texas vs. Mark Brito, Cause No. 07-233344 (DWI 1st) October 28, 2008
- State of Texas vs. Luis Francisco, Cause No. 08-01-00579-CR (Harassment of a Public Servant) November 20, 2008
- State of Texas vs. Tyler Goodson, Cause No. 09-04-03710-JV (UUMV) April 29, 2009
- State of Texas vs. James Stallings, Cause No. 08-09-08943-CR (Capital Murder, 2nd chair) May 1, 2009
- State of Texas vs. Wilson Vanhoy, Cause No. 08-05-05256-CR (Aggravated Sexual Assault of a Child, 2nd chair) May 14, 2009
- State of Texas vs. Michael Gonzales, Cause No. 08-240767 (Harassment) June 9, 2009
- State of Texas vs. Billy Jack Pelton, Cause No. 08-03-023360-CR (Retaliation, 2nd chair) July 30, 2009
- State of Texas vs. Yesenia Genera, Cause No. 1597500 (DWI 2nd) September 9, 2009
- State of Texas vs. Lauren McLaurin, Cause No. 08-236652 (Theft) September 28, 2009
- State of Texas vs. LeAnn Thompson, Cause No. 08-12-11505-CR (Prescription Fraud) November 2, 2009
- State of Texas vs. Rafford Meachum, Cause No. 09-07-07009-CR (Possession w/Intent to Deliver, 2nd chair) February 16, 2010
- State of Texas vs. Geoffery Wood, Cause No. 09-04-04021-CR (Aggregate Theft, 2nd chair) September 2, 2010
- State of Texas vs. Patrick Sapp, Cause No. 09-252303 (Harassment) October 19, 2010
- State of Texas vs. Steven Irvin, Cause No. 10-10-11043-CR (Evading Arrest w/a Vehicle) March 23, 2011
- State of Texas vs. Davis Ray Atwood, Cause No. 10-04-04394-CR (DWI 3rd, Habitual) August 31, 2011
- State of Texas vs. Steven Howard Loveday, Cause No. 10-09-10404-CR (Aggravated Sexual Assault of a Child x 3; Continuous Sexual Abuse of a Child) April 20, 2012
- State of Texas vs. Christie Carmichael, Cause No. 12-10-10950-CR (Bail Jumping) October 29, 2012
- State of Texas vs. Tracy Lee Campbell, Cause No. 12-276338 (Theft) December 2, 2014
- State of Texas vs. Jose Alexander Rivera, Cause No. 15-303311 February 2, 2016

(BMV)

- State of Texas vs. Nelson-Segovia-Amaya, Cause No. 16-12-14898-CR (Murder) August 17, 2018
- State of Texas vs. Andon Nathaniel Meuchel, Cause No. 22-02-02015-CR (Theft) December 7, 2022
- State of Texas vs. Patrick Calvin Reilley, Cause No. 22-01-00051-CR (Indecency with a Child – Contact) June 29, 2023
- State of Texas vs. Calvin Charles Rosette, Cause No. 23-04-05528-CR (Aggravated Robbery) April 2, 2024

Appellate Experience

- Joseph Rodgers vs. State of Texas, Cause No. 09-09-00359-CR (9th COA; DWI 3rd) February 15, 2010
- Willie Taylor vs. State of Texas, Cause No. 06-10-00147-CR (6th COA; Aggravated Assault w/Deadly Weapon, Intoxication Assault) October 29, 2010
- Ernest May vs. State of Texas, Cause No. 12-10-00284-CR (12th COA; Indecency by Exposure, Indecency by Contact) December 8, 2010
- Earl Green vs. State of Texas, Cause No. 12-10-00269-CR (12th COA; Possession of a Controlled Substance) December 29, 2010
- Jacob McCreary vs. State of Texas, Cause No. 12-10-00344-CR (12th COA; Aggravated Robbery) February 3, 2011
- Carlo Gonzales vs. State of Texas, Cause No 09-10-00478-CR (9th COA; Aggravated Robbery) March 7, 2011
- George Harvey vs. State of Texas, Cause No. 13-11-00038-CR (13th COA; DWI 3rd, Habitual) May 9, 2011
- Timothy Thompson vs. State of Texas, Cause No. 12-11-00118-CR (12th COA; Arson) April 30, 2012
- David Earl Glenn vs. State of Texas, Cause No. 12-11-00145-CR (12th COA; DWI 3rd) August 2, 2012
- Randal Lockhart vs. State of Texas, Cause No. 12-12-00239-CR (12th COA; Tampering w/Evidence) December 26, 2012
- David Joseph Blunt vs. State of Texas. Cause No. 09-12-00443, 00444, and 00445-CR (9th COA; Evading Arrest w/a Vehicle x2, Bail Jumping) January 28, 2013
- Ryan Miller vs. State of Texas, Cause No. 12-12-00401-CR (12th COA; Assault Family Violence by Choking) April 10, 2013
- Rafael Orta, Jr. vs. State of Texas, Cause No. 12-12-00434-CR (12th COA) June 11, 2013

Jeremy D. Finch, Attorney at Law

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COA; Capital Murder)

- Patrick Otto Baker vs. State of Texas, Cause No. 09-13-00085-CR (9th COA; DWI 3rd) June 28, 2013
- Hoke Henry Eberhardt, Jr. vs. State of Texas, Cause No. 14-13-00936 and 00937-CR (14th COA, Aggravated Assault Against a Public Servant, Aggravated Robbery) December 5, 2013
- Peter James Martin vs. State of Texas, Cause No. 09-13-00180, 00181, 00182, and 00183-CR (9th COA; Aggravated Assault Against a Public Servant, Evading Arrest w/a Vehicle, Tampering w/Evidence; Possession of a Controlled Substance) December 23, 2013
- Danny Ray Rancher vs. State of Texas, Cause No. 09-13-00355 and 00356-CR (9th COA; Aggravated Sexual Assault of a Child, Aggravated Sexual Assault) December 30, 2013
- Dustin Lee Day vs. State of Texas, Cause No. 14-02-01545-CR (14th COA; Online Solicitation of a Minor) March 16, 2015

Montgomery City Council
AGENDA REPORT

| | |
|---------------------------------------|---------------------------------|
| Meeting Date: January 28, 2025 | Budgeted Amount: N/A |
| Department: Administration | Prepared By: Ruby Beaven |

Subject

Consideration and possible action to approve a Resolution accepting a Petition for and Calling for a Public Hearing on the Creation of the Crossing at Montgomery Public Improvement District within the City of Montgomery, Texas pursuant to Chapter 372 Texas Local Government Code and Authorizing the Mailing and Publication of Notice of the Public Hearing.

Recommendation

Staff recommend approval of the Resolution accepting a Petition for and Calling for a Public Hearing on the Creation of the Crossing at Montgomery Public Improvement District within the City of Montgomery, Texas pursuant to Chapter 372 Texas Local Government Code and Authorizing the Mailing and Publication of Notice of the Public Hearing.

Discussion

Approved By

| | | |
|---|-------------|------------------|
| City Secretary & Director of Administrative Services | Ruby Beaven | Date: 01/22/2025 |
|---|-------------|------------------|

RESOLUTION ACCEPTING A PETITION FOR AND CALLING FOR A PUBLIC HEARING ON THE CREATION OF THE CROSSING AT MONTGOMERY PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF MONTGOMERY PURSUANT TO CHAPTER 372 TEXAS LOCAL GOVERNMENT CODE AND AUTHORIZING THE MAILING AND PUBLICATION OF NOTICE OF THE PUBLIC HEARING

WHEREAS, the City Council of the City (the "City Council") of Montgomery, Texas (the "City") has received a petition (the "Petition") requesting creation of a public improvement district (the "PID") under Chapter 372 of the Texas Local Government Code (the Act), from the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Montgomery County) in the proposed PID and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment under the proposal; and

WHEREAS, the Petition, a copy of which is attached hereto as Exhibit A, has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act and to be sufficient for consideration by the City Council; and

WHEREAS, the boundaries of the proposed PID are described in Exhibit A, said area for the PID to be within the boundaries of the City; and

WHEREAS, the City Council accepts the Petition and desires to schedule a public hearing to consider the creation of the PID to finance the following public improvements (collectively, "Authorized Improvements") include: (i) landscaping; (ii) erection of fountains, distinctive lighting, and signs; (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their right-of-ways; (iv) construction or improvement of pedestrian malls; (v) acquisition and installation of pieces of art; (vi) acquisition, construction, or improvement of libraries; (vii) acquisition, construction, or improvement of off-street parking facilities; (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities; (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (x) the establishment or improvement of public parks; (xi) projects similar to those listed in Subdivisions (i)-(x); (xii) acquisition, by purchase or otherwise, of real property in connection with the authorized improvement; (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (xiv) payment of expenses incurred in the establishment, administration, and operation of the district; (xv) the development, rehabilitation, or expansion of affordable housing; and (xvi) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the property within the PID. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the property.

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

SECTION 1: THAT a public hearing is hereby scheduled at 6:00 p.m., on February 25th, 2025, at City Council Chamber of the City Hall of the City of Montgomery, Texas to receive public comment on the creation of the PID in the area described in the petition attached as Exhibit A, pursuant to the Act; and

SECTION 2: THAT notice of said hearing, in the substantially final form presented herewith in Exhibit B with such changes as may be approved by the City’s counsel, shall be published in a newspaper of general circulation in the City before the 15th day prior to the hearing as required by the Act; and

SECTION 3: THAT written notice, in the substantially final form presented herewith with such changes as may be approved by the City’s counsel, shall be mailed to each property owner, as reflected on the tax rolls, of property subject to assessment under the PID, before the 15th day prior to the date set for the hearing.

Passed by the City Council of City this ___ of January, 2025.

CITY OF MONTGOMERY, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A
PETITION

PETITION FOR THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT WITHIN
THE CITY OF MONTGOMERY, TEXAS
(The Crossing at Montgomery Public Improvement District)

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

The undersigned petitioner (the "Petitioner"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), hereby petitions and requests the City Council of the City of Montgomery, Texas (the "City") create a public improvement district (the "District") encompassing the approximately 86.48 acres described in Exhibit A attached hereto ("Property") located partly within the corporate limits of the City and partly outside of the corporate limits of the City, and in support of this petition the Petitioner would present the following:

Section 1. Standing of Petitioner. The Petitioner is (1) the owner of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owner of real property liable for assessment under the proposal who: (a) constitutes more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (b) owns taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

Section 2. General nature of the proposed public improvements. The proposed public improvements (collectively, the "Authorized Improvements") include : (i) landscaping; (ii) erection of fountains, distinctive lighting, and signs; (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iv) construction or improvement of pedestrian malls; (v) acquisition and installation of pieces of art; (vi) acquisition, construction, or improvement of libraries; (vii) acquisition, construction, or improvement of off-street parking facilities; (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities; (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (x) the establishment or improvement of parks; (xi) projects similar to those listed in Subdivisions (i)-(x); (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (xiv) payment of expenses incurred in the establishment, administration, and operation of the district; (xv) the development, rehabilitation, or expansion of affordable housing; and (xvi) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property within the District. These

Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 3. Estimated cost of the proposed Authorized Improvements: Petitioner estimates the cost to design, acquire and construct the Authorized Improvements is \$16,000,000.

Section 4. Boundaries. The proposed boundaries of the District are described in Exhibit A.

Section 5. Method of assessment. The City shall levy assessments on each lot or parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefitted.

Section 6. Apportionment of cost. The proposed apportionment of cost between the District and the City as a whole is as follows:

The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the District and from other sources of funds, if any, available to the Petitioner.

Section 7. Management of the District. The management of the District will be the ultimate responsibility of the City; provided that, to the extent allowed by law, the City may contract with a private company to carry out all or a part of such City responsibilities, as well as the day-to-day management and administration of the District.

Section 8. Concurrence of the Petitioner. The Petitioner signing this petition concurs in and requests the establishment of the District.

Section 9. Advisory board. An advisory board is not required but may be established by the City to develop and recommend an improvement plan to the City Council of the City.


The undersigned requests that the City Council grant its consent as stated above.

RESPECTFULLY SUBMITTED, on this 23RD day of DECEMBER, 2024.

[Signature on following page]

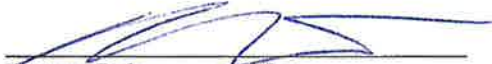
PETITIONER:

THE CROSSING AT MONTGOMERY, LLC,
a Texas limited liability company

By: 
Name: VANLE BRIDGES
Title: OWNER

THE STATE OF TEXAS §
 §
COUNTY OF Walker §

This instrument was acknowledged before me on this the 23rd day of December, 2024, by Vanle Bridges, owner of The Crossing at Montgomery, LLC, a Texas limited liability company.


Notary Public in and for the
State of T E X A S

(SEAL)



Exhibit A
LEGAL DESCRIPTION OF BOUNDARIES

Tract 1:

Legal description of land:

Being a description of a 45.744 acre (1,992,589 Sq. Ft.) tract of land situated in the Zacharias Landrum Survey, A-22, Montgomery County, Texas. Said 45.744-acre tract being out of a called 55,389 acre tract of land conveyed to Agnes R. Stanley, Trustee, under the Stanley family living trust dated February 10, 1997, as amended Montgomery County Clerk's File (M.C.C.F.) No. 2011092960 Official Public Records of Montgomery County (O.P.R.M.C.) Texas being more particularly described by metes and bounds as follows (With bearing basis being the State Plane Coordinate System, Central Zone no. 4203, NAD 83. The coordinates shown hereon are Grid Coordinates and may be brought to the surface by multiplying the combined scale factor of 1.000069595. All distances are surface distances)

BEGINNING N= 10,133.702.65, E= 3,750.438.47 at a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set at the intersection of the northeast line of a tract of land conveyed to G.C. & S.F. Railroad Company, by deed recorded in Volume 6, Page 530 of the Montgomery County Deed Records (M.C.D.R.) and the south right-of-way line of Old Dobbin Plantersville Road (80' wide) as recorded under M.C.C.F. No. 9401426 of the O.P.R.M.C., Texas, from which a found fence corner post bears North 83 Deg. 45 Min. 25 Sec. West, a distance of 2.38 feet;

THENCE North 51 Deg. 03 Min. 16 Sec. East, with the southeast right-of-way line of said Old Dobbin Plantersville Road, with a northwest line of said 55,389-acre tract and with a northwest line of said tract herein described, a distance of 609.10 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point;

THENCE North 65 Deg. 32 Min. 16 Sec. East, with the southeast right-of-way line of Old Dobbin Plantersville Road, with the northwest line of said 55,389-acre tract and with a northwest line of said tract herein described, a distance of 153.21 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the most westerly northwest corner of said tract herein described.

THENCE South 43 Deg. 36 Min. 11 Sec. East, over and across said 55,389-acre tract and with the northeast line of said tract herein described, a distance of 1,125.26 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the west line of a called 8.81-acre tract of land conveyed to Billy G. Giles by deed recorded in volume 896, page 821, of the Montgomery County Deed Records and for an angle point in an easterly line of said tract herein described.

THENCE South 02 Deg. 35 Min. 44 Sec. East, with the west line of said 8.81-acre tract with an east line of said 55,389-acre tract and with an east line of said tract herein described, a distance of 75.04 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an interior angle point said tract herein described;

THENCE North 70 Deg. 34 Min. 16 Sec. East, with the southeast line of said 8.81-acre tract, with the southeast line of a called 13.05-acre tract conveyed to Billy G. Giles, by deed recorded in Volume 896, Page 825, of the Montgomery County Deed Records, with the south line of a called 34.831-acre tract of land conveyed to Alan Mann, by deed recorded in Montgomery County Clerk's File No. 2006-118991, Film Code No. 194-11-2542, with a northwest line of said 55,389-acre tract and with a northwest line of said tract herein described, a distance of 860.50 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the north corner of herein described tract, said point being the west corner of a called 9.992-acre tract of land conveyed to Edward Lopez and Wife, Sorja Lopez, by deed recorded in Montgomery County Clerk's File No. 2012107577 of the Official Public Records of Montgomery County, Texas, being the north corner of said 55,389-acre tract, from which a found 2-inch iron pipe bears South 43 Deg. 04 Min. 42 Sec. East, a distance of 0.85 feet;

THENCE South 02 Deg. 45 Min. 17 Sec. East, with the west line of said 9.992-acre tract, with the west line of a called 20.019-acre tract conveyed to C.A. Stowe, by deed recorded in Montgomery County Clerk's File No. 9812142, Film Code No. 136-00-0930 of the Official Public Records of Montgomery County, Texas, with the east line of said 55,389-acre tract and with the east line of said tract herein described, a distance of 1,497.73 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG

HOUSTON, TX" set in the northerly line of said G. C. & S.F. Railroad Company Tract, for the south corner of said 20.019 acre and the south corner of said tract herein described.

THENCE North 75 Deg. 51 Min. 44 Sec. West, with a northeast line of said G.C. & S.F. Railroad tract, with a southwest line of said 55.389- acre tract and with a southwest line of said tract herein described, a distance of 304.50 feet to a set 5/8-inch iron rod with cap stamped ("WEISSER ENG., HOUSTON TX") for an angle point in said tract the herein described.

THENCE North 63 Deg. 06 MM. 44 Sec. West, with a northeast line of said G.C. & S.F. Railroad tract, with a southwest line of said 55.389 acre tract and with a southwest line of said tract herein described, a distance of 271.40 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point.

THENCE North 52 Deg. 53 MM. 44 Sec. West, with a northeast line of said G.C. & S.F. Railroad tract, with a southwest line of said 55.389- acre tract and with a southwest line of said tract herein described, a distance of 244.60 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point;

THENCE North 49 Deg. 42 Min. 44 Sec. West, with a northeast line of said G.C. & S.F. Railroad tract, with a southwest line of said 55.389- acre tract and with a southwest line of said tract herein described, a distance of 2,023.70 feet to the POINT OF BEGINNING and containing 45.744 acres (1,992,589 square feet) of land.

Tract 2:

BEING 40.741 ACRES OF LAND SITUATED IN THE ZACHARIAH LANDRUM SURVEY, ABSTRACT NUMBER 22 IN MONTGOMERY COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 11.709 ACRE TRACT (SAVE & EXCEPT 1.000 ACRES) CONVEYED IN DEED TO C.A. STOWE RECORDED UNDER COUNTY CLERK'S FILE NUMBER 9764002 OF THE REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 20.019 ACRE TRACT CONVEYED IN DEED TO C.A. STOWE RECORDED UNDER COUNTY CLERK'S FILE NUMBER 9612142 OF THE REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 10.005 ACRE TRACT CONVEYED IN DEED TO CHARLES A. STOWE & WIFE, FRANCES E. STOWE RECORDED UNDER COUNTY CLERK'S FILE NUMBER 9764002 OF THE REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS: SAID 40.741 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS AND COORDINATES REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83 (ALL DISTANCE SHOWN ARE GROUND):

BEGINNING at a 1/2 inch iron rod, found for the Northwest corner of said 20.019 acre tract, being the Southwest corner of a called 9.992 acre tract conveyed in deed to Edward Lopez & wife Sonja Lopez recorded under County Clerk's File Number 2012-107577 of the Real Property Records of Montgomery County, Texas, and being in the apparent East line of a called 45.744 acre tract conveyed in deed to Nestor S. Sales & Spouse, Remedios M. Sales recorded under County Clerk's File Number 2016-059780 of the Real Property Records of Montgomery County, Texas, and being the lower Northwest corner of the herein described tract;

THENCE North 68°49'20" East, along the North line of said 20.019 acre tract and South line of said 9.992 acre tract, passing at 426.39 feet and 0.30 feet South a 1 inch iron pipe, found for the apparent Southeast corner of said 9.992 acre tract, being the apparent Southwest corner of a called 10.005 acre tract conveyed in deed to Brian Auld & wife Sonja Auld recorded under County Clerk's File Number 9714597 of the Real Property Records of Montgomery County, Texas, continuing a total distance of 850.78 feet to a 1/2 inch iron rod, found for the Southeast corner of said Auld 10.005 acre tract, being the Southwest corner of said Stowe 10.005 acre tract, and being an interior corner for the herein described tract;

THENCE North 10°40'39" West, along the West line of said Stowe 10.005 acre tract and East line of said Auld 10.005 acre tract a distance of 1,148.51 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S. 4639", set for the Northwest corner of said Stowe 10.005 acre tract, being the Northeast corner of said Auld 10.005 acre tract, being in the apparent South line of a called 34.831 acre tract conveyed in deed to Alan Mann recorded under County Clerk's File Number 2006-118991 of the Real Property Records of Montgomery County, Texas, and being the Northwest corner of the herein described tract.

THENCE North 70°43'15" East, along the North line of said Stowe 10.005 acre tract and apparent South line of said 34.831 acre tract a distance of 300.00 feet to a 1/2 inch iron rod, found for the Northeast corner of said Stowe 10.005 acre tract, being the Northwest corner of a called 10.005 acre tract conveyed in deed to Jerry D. McHam recorded under County Clerk's File Number 9749498 of the Real Property Records of Montgomery County, Texas, and being the Northeast corner of the herein described tract;

THENCE South 20°26'06" East, along the East line of said Stowe 10.005 acre tract and West line of said McHam 10.005 acre tract a distance of 1,061.37 feet to a 1/2 inch iron rod, found for the Southeast corner of said Stowe 10.005 acre tract, being the Southwest corner of said McHam 10.005 acre tract, being in the North line of said Stowe 20.019 acre tract, and being an interior corner for the herein described tract;

THENCE North 59°04'37" East, along the North line of said Stowe 20.019 acre tract and South line of said McHam 10.005 acre tract passing at 439.98 feet a bent 3/8 inch iron rod, found for the apparent Southeast corner of said McHam 10.005 acre tract, being the apparent Southwest corner of called 7.8417 acre tract conveyed in deed to Carl W. Kiser recorded under County Clerk's File Number 2007-102941 of the Real Property Records of Montgomery County, Texas, continuing a total distance of 658.38 feet to a 1/2 inch iron rod, found for the Northeast corner of said Stowe 20.019 acre tract, being the Southeast corner

of said Kiser 7.6417 acre tract, also being an angle point for a called 12.108 acre tract conveyed in deed to Lonestar Cowboy Church recorded under County Clerk's File Number 2008-057191 of the Real Property Records of Montgomery County, Texas, and being the lower Northeast corner of the herein described tract;

THENCE South 30°55'01" East, along the East line of said Stowe 20.019 acre tract and the Southwest line of said 12.108 acre tract a distance of 435.76 feet to a 1/2 inch iron rod inside a 3/4 inch iron pipe, found for the Southeast corner of said Stowe 20.019 acre tract, being the South corner of said 12.108 acre tract, also being in the North line of said Stowe 11.709 acre tract, and being an interior Corner for the herein described tract;

THENCE North 59°23'55" East, along the Southeast line of said 12.108 acre tract and the Northwest line of said Stowe 11.709 acre tract a distance of 600.56 feet to a 5/8 inch iron rod with cap stamped "Glezman", found for the West corner of a called 1.000 acre tract conveyed in deed to Christopher C. Stowe recorded under County Clerk's File Number 2014-084857 of the Real Property Records of Montgomery County, Texas, and being the Southernmost Northeast corner of the herein described tract;

THENCE South 30°34'15" East, along the West line of said 1.000 acre tract a distance of 199.94 feet to a 5/8 inch iron rod with cap stamped "Glezman", found for the South corner of said 1.000 acre tract, and being an interior corner for the herein described tract;

THENCE North 59°23'12" East, along the South line of said 1.000 acre tract a distance of 216.90 feet to a 5/8 inch iron rod with cap stamped "Glezman", found for the beginning of a curve to the right, being the Southeast corner of said 1.000 acre tract, being in the West Right-of-Way line of Old Plantersville Road (Undetermined right-of-way width), also being in the East line of said Stowe 11.709 acre tract, and being the East corner of the herein described tract;

THENCE with the West Right-of-Way line of Old Plantersville Road and East line of said Stowe 11.709 acre tract, with said curve to the right, having a radius of 388.18 feet, an arc length of 218.94 feet, a delta angle of 32°18'57", a chord bearing of South 02°38'46" East, and chord distance of 216.05 feet to a 5/8 inch iron rod, found for a point of tangency for the said Stowe 11.709 acre tract and for the herein described tract;

THENCE South 36°00'06" West, continuing along the above mentioned line a distance of 371.91 feet to a 1/2 inch iron rod, found for the beginning of a curve to the right for said Stowe 11.709 acre tract and for the herein described tract;

THENCE continuing along the above mentioned line with said curve to the right having a radius of 165.93 feet, an arc length of 70.30 feet, a delta angle of 24°16'31", a chord bearing of South 48°07'03" West, and a chord distance of 69.78 feet to a 1/2 inch iron rod, found for a point of tangency for said 11.709 acre tract and for the herein described tract;

THENCE South 60°16'46" West, continuing along the above mentioned line a distance of 92.79 feet to a 5/8 inch iron rod, found for the beginning of a curve to the left for said Stowe 11.709 acre tract and for the herein described tract;

THENCE continuing along the above mentioned line with said curve to the left having a radius of 226.55 feet, an arc length of 58.83 feet, a delta angle of 14°52'42", a chord bearing of South 52°47'24" West, and a chord distance of 58.66 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S. 4639", set for the South corner of said Stowe 11.709 acre tract, being in the North line of the residual of Burlington Northern & Santa Fe Railroad conveyed in Volume 3, Page 135 & Volume 6, Page 530 of the Deed Records of Montgomery County, Texas, and being the Southeast corner of the herein described tract;

THENCE along the South line of said Stowe 11.709 acre tract and North line of the residual of Burlington Northern & Santa Fe Railroad with a curve to the left, having a radius of 1,496.19 feet, an arc length of 1,231.91 feet, a delta angle of 47°10'32", a chord bearing of South 86°45'22" West, and a chord

distance of 1,197.41 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S. 4639", set for a point of compound curvature for said Stowe 11.709 acre tract and the herein described tract;

THENCE continuing along the above mentioned line with said compound curve to the left, having a radius of 2,073.58 feet, an arc length of 73.25 feet, a delta angle of 02°01'27", a chord bearing of South 62°09'21" West, and a chord distance of 73.25 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S. 4639", set for the point of termination for said compound curve and for the West corner of said Stowe 11.709 acre tract, being in the South line of said Stowe 20.019 acre tract, and being a corner of the herein described tract,

THENCE with the South line of said Stowe 20.019 acre tract and North line of the residual of the Burlington Northern & Santa Fe Railroad the following courses and distances:

1. South 57°03'00" West, a distance of 18.84 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S. 4639", set for an angle point for said Stowe 20.019 acre tract and the herein described tract;
2. North 32°31'58" West, a distance of 50.20 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S. 4639", set for an angle point for said Stowe 20.019 acre tract and the herein described tract;
3. South 60°19'44" West, a distance of 400.00 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S. 4639", set for an angle point for said Stowe 20.019 acre tract and the herein described tract;
4. South 70°48'44" West, a distance of 300.00 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S. 4639", set for an angle point for said Stowe 20.019 acre tract and the herein described tract;
5. South 81°23'44" West, a distance of 200.00 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S. 4639", set for an angle point for said Stowe 20.019 acre tract and the herein described tract;
6. North 88°31'30" West, a distance of 295.00 feet to a 5/8 inch iron rod with cap stamped "Jeff Moon R.P.L.S. 4639", set for the Southwest corner for said Stowe 20.019 acre tract, being the Southeast corner of said Sales 45.744 acre tract, and for the Southeast corner of the herein described tract;

THENCE North 02°46'49" East, along the West line of said Stowe 20.019 acre tract and the East line of said Sales 45.744 acre tract, a distance of 285.10 feet, back to the **POINT OF BEGINNING** and containing 40.741 acres of land, based on the survey and plat prepared by Jeffrey Moon and Associates, Inc., dated September 19, 2024.

EXHIBIT B

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY TO CONSIDER THE ADVISABILITY OF THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY TO MAKE CERTAIN IMPROVEMENTS OVER CERTAIN PROPERTIES LOCATED WITHIN THE BOUNDARIES OF THE CITY

NOTICE IS HEREBY GIVEN THAT the City Council of City of Montgomery, Texas (the “City”), pursuant to Chapter 372.005 Local Government Code, as amended, (the “Act”), will hold a public hearing at 6:00 p.m. on Tuesday, February 25th, 2025, at City of Montgomery City Hall 101 Old Plantersville Rd, Montgomery, Texas 77356, for the purpose of considering the establishment of a public improvement district to be located within the boundaries of the City.

In accordance with the Act, the City Secretary has received a petition (the “Petition”) from certain property owner within the City (the “Petitioner”) that request the establishment of The Crossing at Montgomery Public Improvement District.

The Petition and the legal description of the property to be included in the public improvement district is on file and open for public inspection in the office of the City Secretary at the address stated above. The public hearing is being held with respect to the advisability of creating a public improvement district for The Crossing at Montgomery Public Improvement District and the Authorized Improvements (as defined below) to be made therein.

General Nature of the Authorized Improvements: (i) landscaping; (ii) erection of fountains, distinctive lighting, and signs; (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their right-of-ways; (iv) construction or improvement of pedestrian malls; (v) acquisition and installation of pieces of art; (vi) acquisition, construction, or improvement of libraries; (vii) acquisition, construction, or improvement of off-street parking facilities; (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities; (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (x) the establishment or improvement of public parks; (xi) projects similar to those listed in Subdivisions (i)-(x); (xii) acquisition, by purchase or otherwise, of real property in connection with the authorized improvement; (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (xiv) payment of expenses incurred in the establishment, administration, and operation of the district; (xv) the development, rehabilitation, or expansion of affordable housing; and (xvi) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the property within the PID. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the property.

Estimated Cost of the Authorized Improvements: The estimated cost to fund the Authorized Improvements is \$16,000,000.

Boundaries of the Proposed District: The public improvement district would include the properties as described in Exhibit A.

Proposed Method of Assessment for the Public Improvement Districts. The City shall levy assessments on each lot within the public improvement district in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including accrued and unpaid interest), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed in part by the assessment, and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

Proposed Apportionment of Costs between the District and the City for the Public Improvement District. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the public improvement districts and/or from other sources of funds, if any, available to the Petitioners, including lawfully available funds of the City from the sources and in the amounts as directed by the City Council.

All interested persons are invited to attend such public hearing to express their views with respect to the establishment of a public improvement district for The Crossing at Montgomery Public Improvement District and the Authorized Improvements to be made therein. Questions or requests for additional information may be directed to Ruby Beaven, City Secretary & Director of Administrative Services; rbeaven@ci.montgomery.tx.us; (936)-597-3288.

Any interested persons unable to attend the hearing may submit their views in writing to Ms. Beaven prior to the date scheduled for the hearing.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

GIVEN THIS _____, 2025.

THE CITY OF MONTGOMERY, TEXAS

EXHIBIT A

Boundaries of the Proposed District

Approximately 86.48 acres composed of two (2) tracts:

Tract 1:

Being a description of a 45.744-acre (1,992,589 Sq. Ft.) tract of land situated in the Zacharias Landrum Survey, A-22, Montgomery County, Texas.

Tract 2:

Being a 40.741 acres of land situated in the Zachariah Landrum Survey, Abstract Number 22 in Montgomery, County, Texas.

A full description of the boundaries of the proposed The Crossing at Montgomery Public Improvement District is available at City Hall, the City of Montgomery, 101 Old Plantersville Road, Montgomery, Texas 77316.

Montgomery City Council
AGENDA REPORT

| | |
|---------------------------------------|-----------------------------|
| Meeting Date: January 28, 2025 | Budgeted Amount: N/A |
| Department: Administration | Prepared By: WGA |

Subject
 Consideration and possible action on the Hills of Town Creek Section 5 Acceptance of Infrastructure and Entering into the One – Year Warranty Period and authorize the Interim City Administrator to sign the Certificate of Acceptance.

Recommendation
 WGA recommends that the City accept the infrastructure and begin the One – Year Warranty period, which is scheduled to end on December 17th, 2025, and authorize the Interim City Administrator to sign the Certificate of Acceptance.

Discussion
 The Engineer’s Memo is attached.

 The final inspection walk was held on December 17, 2024, with the Developer, Contractor, City Engineer and Public Works staff. The punch list was also issued at that time.

 The contractor has since addressed all punch list items, as shown in our attached memo. The Developer has also provided all the required backup documentation for the infrastructure including the as-built drawings and maintenance bond for the section.

| | | |
|--|-----------------|------------------|
| Approved By | | |
| City Secretary & Director of Administrative Services | Ruby Beaven | Date: 01/24/2025 |
| Interim City Administrator and Chief of Police | Anthony Solomon | Date: 01/22/2025 |



January 22, 2025

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

Re: Substantial Completion Inspection
Hills of Town Creek Sec 5
City of Montgomery

Dear Mayor and Council,

Ward, Getz & Associates, LLC held a final inspection for the referenced project on December 17, 2024 at 9:00am. The punchlist of deficiencies noted during the inspection have been completed and/or corrected.

The following individuals were in attendance during the inspection:

Zachary Timms – WGA, LLC
Sean Donahue, PE – WGA, LLC
Angel Romo Walle – WGA, LLC
Katherine Vu, PE – WGA, LLC
Jonathan White – L2 Engineering
Nick Hemann – L2 Engineering
Michael – The Benson’s Rock Hard Construction

Tim Thornton – L2 Engineering
Austin Crossley – L2 Engineering
Russell Roan – Randy Roan Construction, Inc.
Carolina Williams – Khovnanion Homes
Eric Standifer – City of Montgomery

Based on the following, we recommend the City of Montgomery officially start the Contractor’s one-year warranty period on January 13, 2025.

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

Sincerely,

Sean Donahue, PE
Construction Department Manager

SD/cnf

Z:\00574 (City of Montgomery)\140 Hills of Town Creek Sec. 5\Inspections\Substantial Completion Inspection\Final Inspection Letter - Punchlist Completed.docx

cc (via email): Mr. Anthony Solomon – City of Montgomery, Interim City Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Ms. Katherine Vu, PE – Ward, Getz & Associates, LLC, City Engineer



FINAL INSPECTION

Project: Hills of Town Creek Sec. 5
 Project Number: 00574-140-00
 Engineer: Ward, Getz & Associates, PLLC
 Engineer: L Squared Engineering
 Inspection Date & Time: December 17, 2024 at 9:00 AM

| | Punchlist Details | Substantial Completion Inspection | One-Year Warranty |
|----|---|-----------------------------------|-------------------|
| 1 | Grout Storm MH Joint, cut pipe to be flush & grout. | Completed | N/A |
| 2 | Grout Storm MH Joint, cut pipe to be flush & grout. | Completed | N/A |
| 3 | Cold galvanize exposed rebar then seal. | Completed | N/A |
| 4 | Sanitary line to be flush with grout. | Completed | N/A |
| 5 | Monitor curbs and remove and replace as needed at 1 yr warranty inspection (typ.). | N/A | Incomplete |
| 6 | Monitor curbs and remove and replace as needed at 1 yr warranty inspection (typ.). | N/A | Incomplete |
| 7 | Clean and regROUT areas circled in red | Completed | N/A |
| 8 | Grout Storm MH Joint, cut pipe to be flush & grout. | Completed | N/A |
| 9 | Cut exposed rebar and excess RCP to be flush then grout RCP edge. | Completed | N/A |
| 10 | Monitor curbs and remove and replace as needed at 1 yr warranty inspection (typ.). | N/A | Incomplete |
| 11 | Seal with epoxy bottom of SMH. | Completed | N/A |
| 12 | Grind off and reseal with epoxy where circled in red. | Completed | N/A |
| 13 | Update TY-III Barricade, keep project closed to traffic until accepted. | Completed | N/A |
| 14 | Grout Storm MH Joint. | Completed | N/A |
| 15 | Establish vegetation in ROW and maintain SWPPP until minimum coverage is attained. | Completed | N/A |
| 16 | Rout & seal pavement crack, to be reviewed at 1 yr inspection. | N/A | Incomplete |
| 17 | Repair waterline leaks. Once repaired, entire waterline will be inspected with WGA/PW (all valves, FHs, etc.). | Completed | N/A |
| 18 | Flood streets to check for birdbaths, coordinate with WGA/PW. Additional punchlist items may be generated from the results. | Completed | N/A |
| 19 | Water valves and water/sanitary leads to have painted curb cut markings at all locations. | Completed | N/A |
| 20 | Engineer to provide asbuilt drawings in both PDF and .DWG formats per Sec. 78-130 of the City of Montgomery Code of Ordinances. | Completed | N/A |
| 21 | Engineer to provide bond per Sec. 78-131 of the City of Montgomery Code of Ordinances. | Completed | N/A |
| 22 | Engineer to provide copies of all testing reports including CMT, Bac-T, mandrel, etc.). | Completed | N/A |
| 23 | Sidewalks shall be constructed by the developer prior to city acceptance of the infrastructure at end of 1 yr warranty period. | N/A | Incomplete |
| 24 | Tree planting to be inspected at end 1 year warranty, prior to City acceptance of infrastructure. | N/A | Incomplete |
| 25 | Street lights to be installed and inspected by end of 1 yr warranty, prior to City acceptance of infrastructure. | N/A | Incomplete |
| 26 | Complete asphalt driveway connection to Lone Star Pkwy. | Completed | N/A |
| 27 | Complete mastic sealing of all pavement joints. | Completed | N/A |
| 28 | Cut off excess HDPE. | Completed | N/A |
| 29 | Monitor hairline crack at inlet, review at 1 yr warranty inspection. | N/A | Incomplete |

Z:\00574 (City of Montgomery)\140 Hills of Town Creek Sec. 5\Inspections\Substantial Completion Inspection\Substantial Completion Inspection - Sec 5 Punchlist_2024.12.17.xlsx



CERTIFICATE OF SUBSTANTIAL COMPLETION

January 22, 2025

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

Engineer: Mr. Jonathan White
L Squared Engineering
3307 West Drive, Suite 100
Conroe, TX 77304

Re: Substantial Completion Inspection
Hills of Town Creek Sec 5
City of Montgomery

Dear Mayor and Council,

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

We also recommend that the Contractor’s warranty period of one-year begin January 13, 2025.



Sincerely,

Sean Donahue, PE
Construction Department Manager

(Professional Engineer Seal of Approval)

Z:\00574 (City of Montgomery)\140 Hills of Town Creek Sec. 5\Inspections\Substantial Completion Inspection\COSC & COA - City of Montgomery.docx

CERTIFICATE OF ACCEPTANCE

January 22, 2025

Mr. Jonathan White
L Squared Engineering
3307 West Drive, Suite 100
Conroe, TX 77304

Re: Substantial Completion Inspection
Hills of Town Creek Sec 5
City of Montgomery

Dear Mr. White,

This is to certify that the City of Montgomery accepts the subject project on the basis of the Certificate of Substantial Completion issued by our Engineers at WGA, LLC, and understands that a guarantee shall cover a period of one-year beginning, January 13, 2025.

Signature: _____
Mr. Anthony Solomon
City of Montgomery, Interim City Administrator

Date Approved: _____

cc: Mr. Anthony Solomon – City of Montgomery, Interim City Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Ms. Katherine Vu, PE – Ward, Getz & Associates, LLC, City Engineer



SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
713-812-0800

Bond No. 4475029

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Randy Roan Construction, Inc. as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto K Hovnanian Houston II, LLC as Obligee, in the penal sum of Three Million Six Hundred One Thousand Fifty Five and 01/100 Dollars (\$3,601,055.01) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Hills of Town Creek Section 5.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of 1 year (s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of 1 year (s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor

any defects known to Obligees prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

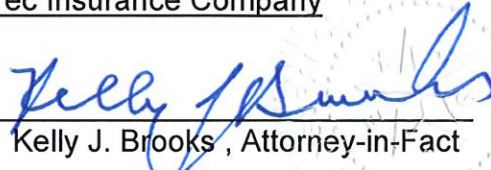
No right of action shall accrue hereunder to or for the benefit of any person or entity other than the Obligees named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligees to Surety.

SIGNED, SEALED AND DATED THIS ____ day of _____, 20__.

Randy Roan Construction, Inc.
Principal

By: 

SureTec Insurance Company

By: 
Kelly J. Brooks, Attorney-in-Fact

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 6th day of November, 2024.

SureTec Insurance Company

By: [Signature]
Michael C. Keimig, President



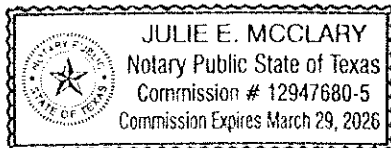
Markel Insurance Company

By: [Signature]
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 6th day of November, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: [Signature]
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the _____ day of _____, _____.

SureTec Insurance Company

By: [Signature]
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: [Signature]
Andrew Matquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
713-812-0800

Bond No. 4475029

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Randy Roan Construction, Inc. as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto K Hovnanian Houston II, LLC as Obligee, in the penal sum of Three Million Six Hundred One Thousand Fifty Five and 01/100 Dollars (\$3,601,055.01) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Hills of Town Creek Section 5.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of 1 year (s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of 1 year (s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor

any defects known to Obligees prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

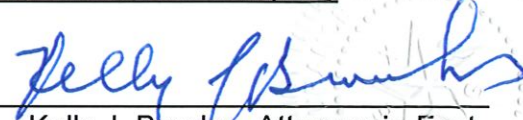
No right of action shall accrue hereunder to or for the benefit of any person or entity other than the Obligees named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligees to Surety.

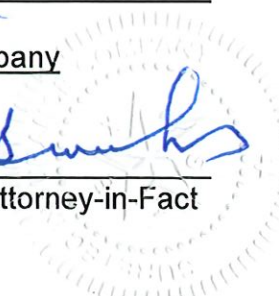
SIGNED, SEALED AND DATED THIS ____ day of _____, 20__.

Randy Roan Construction, Inc.
Principal

By: 

SureTec Insurance Company

By: 
Kelly J. Brooks, Attorney-in-Fact



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

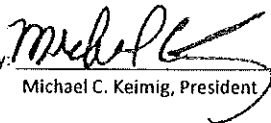
Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

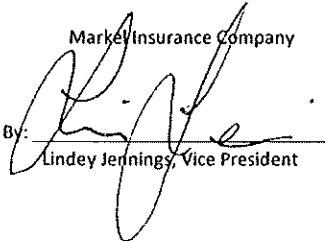
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 6th day of November, 2024.

SureTec Insurance Company

By: 
Michael C. Keimig, President



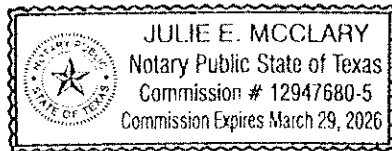
Markel Insurance Company

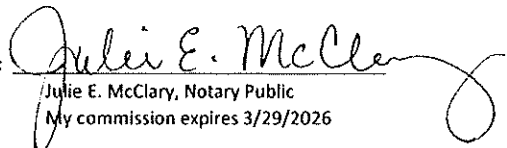
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 6th day of November, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

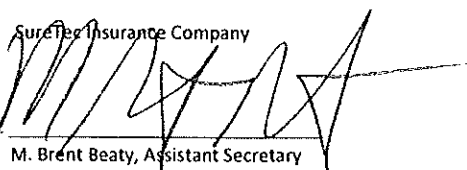


By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

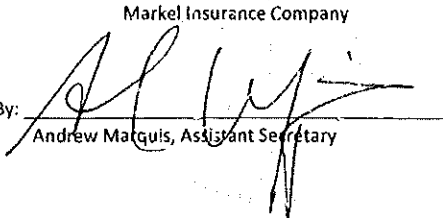
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the _____ day of _____, _____.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Matguis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Montgomery City Council
AGENDA REPORT

| | |
|---------------------------------------|-----------------------------|
| Meeting Date: January 28, 2025 | Budgeted Amount: N/A |
| Department: Administration | Prepared By: WGA |

Subject

Consideration and possible action on the execution of a variable width Access Easement for Water Plant No. 2 and authorize the Mayor to sign the agreement.

Recommendation

Execute the Access Easement as presented, and authorize the Mayor to sign the agreement.

Discussion

The Easement is attached.

This easement, which provides an alternate access point to Water Plant No. 2, extends an already existing 20’ access easement on Rebecca and Gary Huss’s property. The easement extends 9’ south from the existing easement, tapering down back to 20’ in width adding an additional 359 sf of area to the easement.

The primary reason for the additional access easement is to align the easement location with the action access drive location. Currently, the access drive is not located entirely within the easement; however, the owner has allowed the contractor of the Water Plant No. 2 Improvements project, Schier, to use the access drive while the easement documentation is worked out. Execution of the easement allows for access to continue in the event the property owner changes. Note that this access point is only used as needed and is not the primary entry point for Water Plant No. 2.

The property owner has reviewed the easement documentation and has no issues with it as presented.

Approved By

| | | |
|--|-----------------|------------------|
| City Secretary & Director of Administrative Services | Ruby Beaven | Date: 01/24/2025 |
| Interim City Administrator and Chief of Police | Anthony Solomon | Date: 01/22/2025 |



January 22, 2025

City Council
 City of Montgomery
 101 Old Plantersville Rd.
 Montgomery, Texas 77316

Re: Variable Width Access Easement
 Water Plant No. 2
 City of Montgomery

Dear Mayor and Council:

As you are aware, we are progressing with the construction of the Water Plant No. 2 Improvements utilizing entrances to the plant along Worsham St. and Houston St. The City has an existing 20' access easement to access the plant from the Worsham St. entrance, through Rebecca and Gary Huss's property. Due to differences in the location of access drive compared to the easement location, the City has requested the additional easement from the Huss' to ensure the access drive is within the easement.

Rebecca and Gary Huss have reviewed the access easement and have offered no objections as it is written. We recommend the City execute the access easement.

If you have any questions or comments, please contact me.

Sincerely,

Katherine Vu, PE, CFM
 City Engineer

KMV/zlgt

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2025\2025.01.21 MEMO To Council WP No. 2 Access Easement.docx

Enclosures: Easement

Cc (via email): Mr. Anthony Solomon – City of Montgomery, Interim City Administrator, and Police Chief
 Ms. Ruby Beaven – City of Montgomery, City Secretary
 Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator & Code Enforcement Officer

**ACCESS EASEMENT
(WINDROSE SURVEYING & LAND SERVICES, LLC – 0.0082 of an Acre)**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

That **REBECCA HUSS and GARY JOSEPH HUSS**, (“Grantors”) whose address is 602 Worsham Street, Montgomery, Texas 77316, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) **CITY OF MONTGOMERY, TEXAS**, a body politic and corporate and governmental agency of the State of Texas (“Grantee”), whose address is c/o Johnson Petrov LLP, 2929 Allen Parkway, Suite 3150, Houston, Texas 77019, cash to Grantors in hand paid by, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does hereby GRANT, SELL AND CONVEY (as to each party's undivided interest in and to any of the property described herein) unto said Grantee, and its successors and assigns, an unobstructed, exclusive, permanent and perpetual easement and right-of-way (the “**Easement**”) in, upon, over, along, under, across and through that certain tract of land consisting of 0.0082 of an acre, more or less, and being more particularly described and depicted on Exhibit "A" attached hereto and made a part hereof for all purposes (the “**Easement Tract**”) for the purposes of pedestrian, vehicular and equipment ingress and egress and access for all purposes to and from Water Plant No. 2 (the “**Facilities**”) owned and/or operated by Grantee and located adjacent to or near the Easement Tract.

Grantee may enter upon the Easement and the Easement Tract to access the Facilities for all purposes, and to engage in all activities as may be necessary, requisite, convenient or appropriate in connection therewith, including without limitation the construction, installation, maintenance, repair and replacement of a roadway in, upon, over, along, under, across and through the Easement Tract. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Easement Tract and the right to bring and operate such equipment thereupon as may be necessary or appropriate to effectuate the purposes for which the Easement is granted. Grantee shall replace any trees, growth, shrubbery, other vegetation or other improvements removed from the Easement Tract.

Grantors expressly waive the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes, which will prevent the use of the Easement, and the Easement Tract as herein provided. Grantors reserve all oil, gas, and other minerals in, on, or under the Easement Tract which Grantors may own, but waives all rights of Grantors, and its successors and assigns of ingress and egress for the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing in these grants shall prohibit or in any manner restrict the right of Grantors to develop the Easement Tract for oil, gas, and other minerals by directional drilling from a nearby site.

This conveyance is further made and accepted subject to any and all restrictions, reservations, covenants, easements, rights-of-way, encumbrances and mineral or royalty reservations or interests and other matters affecting the Easement Tract and appearing of record

in the Real Property Records of Montgomery County, Texas, to the extent that said items and matters are in effect and validly enforceable against the Easement Tract; provided, however, Grantors, to the extent that it has the ability to enforce any of said items or matters, agrees that it will not enforce said items and matters in a manner which would unreasonably prejudice or interfere with the rights granted to Grantee herein.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the above-described Easement for the said purposes, together with all and singular, the rights, privileges, and appurtenances thereto as described above in anywise belonging, including all necessary rights to ingress, egress and regress, unto Grantee, its successors and assigns forever. Grantors (to the extent of each party's undivided interest in and to any of the Property) does hereby bind itself, its legal representatives and assigns, to WARRANT AND FOREVER DEFEND all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantors, but not otherwise.

EXECUTION PAGES FOLLOW

IN WITNESS WHEREOF, this instrument is executed the ____ day of _____, 2025.

By: _____

Name: **REBECCA HUSS**

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me on this day, personally appeared **REBECCA HUSS**, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me, and that she executed the instrument for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Given under my hand and seal of office this ____ day of _____, 2025.

Notary Public in and for the State of Texas

IN WITNESS WHEREOF, this instrument is executed the ____ day of _____, 2025.

By: _____

Name: **GARY JOSEPH HUSS**

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me on this day, personally appeared **GARY JOSEPH HUSS**, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me, and that he executed the instrument for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Given under my hand and seal of office this ____ day of _____, 2025.

Notary Public in and for the State of Texas

ACKNOWLEDGED AND ACCEPTED, as of the ____ day of _____, 2025.

CITY OF MONTGOMERY, TEXAS, a political subdivision of the State of Texas

By: _____
Name: Sara Countryman
Title: Mayor

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Before me on this day, personally appeared **SARA COUNTRYMAN**, who proved to me to be the person and the Mayor of the City of Montgomery, Texas, whose name is subscribed to the foregoing instrument and acknowledged to me that the instrument was the act of **CITY OF MONTGOMERY, TEXAS**, a political subdivision of the State of Texas, and that he executed the instrument as the act of said city for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Given under my hand and seal of office this ____ day of _____, 2025.

Notary Public in and for the State of Texas

After recording return to:
CITY OF MONTGOMERY, TEXAS
c/o Johnson Petrov, LLP
2929 Allen Parkway, Suite 3150
Houston, Texas 77019
Attention: Mirna Croon
713-489-8977

EXHIBIT "A"

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. (4204)
3. THIS EXHIBIT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE SURVEY OF THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED FOR TITLE CONVEYANCE PURPOSES.

LEGEND

- AC. - ACRE
- FND - FOUND
- M.C.C.F. - MONTGOMERY COUNTY CLERK FILE
- M.C.D.R. - MONTGOMERY COUNTY DEED RECORDS
- M.C.M.R. - MONTGOMERY COUNTY MAP RECORDS
- IR - IRON ROD
- NO. - NUMBER
- PG. - PAGE
- SQ. FT. - SQUARE FEET
- VOL. - VOLUME
- FND - FOUND

| LINE TABLE | | |
|------------|---------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S 00°10'42" W | 20.08' |
| L2 | N 85°09'33" E | 80.00' |
| L3 | S 78°49'36" W | 81.28' |
| L4 | N 00°10'42" E | 9.00' |

EXHIBIT OF
ACCESS EASEMENT
0.0082 AC. / 359 SQ. FT.
SITUATED IN THE
ZACHARIAH LANDRUM SURVEY
ABSTRACT NO. 22
CITY OF MONTGOMERY,
MONTGOMERY COUNTY, TEXAS

**WORSHAM STREET
(WIDTH VARIES)**

WORSHAM STREET

CALLED 0.21 ACRES
HARLAN SCOTT &
JULIE ANNE HOWARD
M.C.C.F. NO. 2023100769

CALLED 0.3 ACRES
MONTGOMERY HISTORICAL SOCIETY
CHARTER NUMBER 407581
VOL. 1036, PG. 337 M.C.D.R.

CALLED 0.214 ACRES
BOBBY LOY BROWN
M.C.C.F. NO. 2018070174

20' ACCESS EASEMENT
CITY OF MONTGOMERY
M.C.C.F. NO. 8500842

CALLED 2.4038 ACRES
GARY JOSEPH & REBECCA HUSS
M.C.C.F. NO. 2011055751

CALLED 1,000 ACRES
CITY OF MONTGOMERY
M.C.C.F. NO. 8500841

P.O.C.
FND 1/2" IR

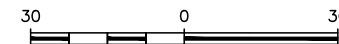
P.O.B.
L4

FND 1/2" IR

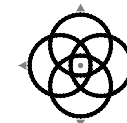
**ACCESS EASEMENT
0.0082 AC./359 SQ. FT.**



SCALE: 1" = 30'



| | | | |
|--------------|-------------|-------|------------|
| FIELD BY: | - | DATE: | 11/11/2024 |
| DRAWN BY: | AO | REV: | |
| CHECKED BY: | JL | REV: | |
| JOB NO. | 59385-AXS-1 | REV: | |
| SHEET 1 OF 2 | | REV: | |



WINDROSE
LAND SURVEYING | PLATTING

5353 W SAM HOUSTON PKWY N, STE 150 | HOUSTON, TX 77041 | 713.458.2281
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

Montgomery City Council
AGENDA REPORT

| | |
|---------------------------------------|-----------------------------|
| Meeting Date: January 28, 2025 | Budgeted Amount: N/A |
| Department: Administration | Prepared By: WGA |

Subject

Consideration and possible action on the approval of the BNSF Railway Pipeline License Agreement Old Plantersville Rd 12” Waterline Extension project and authorize the Mayor to sign the agreement.

Recommendation

Approve the license agreement between the City of Montgomery and BNSF Railway as presented and authorize the Mayor to sign the agreement.

Discussion

This project is being funded by the Redbird Meadows Developer per the executed Development Agreement between the City and the Developer.

The project scope includes extending the existing 12” waterline along Old Plantersville Rd. and connecting it to the existing waterline along SH-105. This project was awarded to Bull-G on September 24, 2024.

The agreement grants the City a license to locate our utility lines within the railroad right-of-way. The agreement was previously executed by the City on April 11, 2023, however since the project did not start within the required one-year timeline as outlined in the agreement, we are required to amend the existing agreement with the current BNSF permit terms and conditions. The permit fees were originally paid back on November 5, 2024 and the contractor is ready to begin work within the BNSF right-of-way.

Changes from the original agreement include:

- Permit Fees have increased (does not apply to the revised agreements since the fee has already been paid)
- Contact information of the Scheduling Agent
- Provisions on the required slope of any horizontal directional drilling of carrier pipes
- Contact information for BNSF Permitting Licensor

Approved By

| | | |
|--|-----------------|------------------|
| City Secretary & Director of Administrative Services | Ruby Beaven | Date: 01/24/2025 |
| Interim City Administrator & Chief of Police | Anthony Solomon | Date: 01/22/2025 |



January 9, 2025

City of Montgomery
Attention: Ms. Corinne Tilley
101 Old Plantersville Rd.
Montgomery, TX 77316

22W-16213/BF-20256232

Dear Ms. Tilley:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print one (1) copy, execute, and **return copy with original signature** for completion on part of BNSF Railway Company ("BNSF"), along with the following requirements:

- A credit card payment in the amount of \$3,805.00 is payable online at <https://bnsf.railpermitting.com> which covers the contract fee.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and paying an additional \$1,266.00 with your contract fee to <https://bnsf.railpermitting.com>.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website www.BNSFcontractor.com prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$2,800.00.

Sincerely,

Carlie Hennig
Carlie Hennig
Permit Manager
Attachment

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 20__ (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF MONTGOMERY**, a Texas municipality ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, 12 inches in diameter inside a 20 inch steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Montgomery, County of Montgomery, State of Texas, Line Segment 7502, Mile Post 53.83 as shown on the attached Drawing No. 86688, dated January 19, 2023, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry potable water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of Three Thousand Eight Hundred and Five and No/100 Dollars (\$3,805.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensor, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
- 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
- 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's representative or the Scheduling Agent at ROWCoordinator@BNSF.com at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. Only in the event of emergency, Licensee shall notify Licensor's Roadmaster of entry onto the Premises, at the telephone 713-847-3580, as soon as practicable and shall promptly thereafter follow up with written notice of such entry to the email provided above.
- 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
- 11.8 When approved in advance by Licensor, for any horizontal directional drilling ("**HDD**") the cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A Licensor flagman must be present during installation and will monitor the ballast and roadbed.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option 1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees,

licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless

any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,266.00.

- Licensee may **elect** to participate in Licensor's Blanket Policy;
- Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits.

Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License.

Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

- 15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.
- 15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.
- 15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.
- 15.6.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.
- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensor's property. Upon request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not

limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. No Warranties.
- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**
19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**
20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. **Liens and Charges.** Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. **Taxes.** Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. **Default and Termination.** In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. **Surrender of the Premises.**
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;

- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.
- 26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.
27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.
- If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131
Attn: Permits/Licenses
- with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate
- If to Licensee: City of Montgomery
101 Old Plantersville Rd.
Montgomery, TX 77316
28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any

other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131

By: _____

By: Patricia Villegas
Title: Vice President, Permits

LICENSEE:

City of Montgomery, a(n) Texas municipality

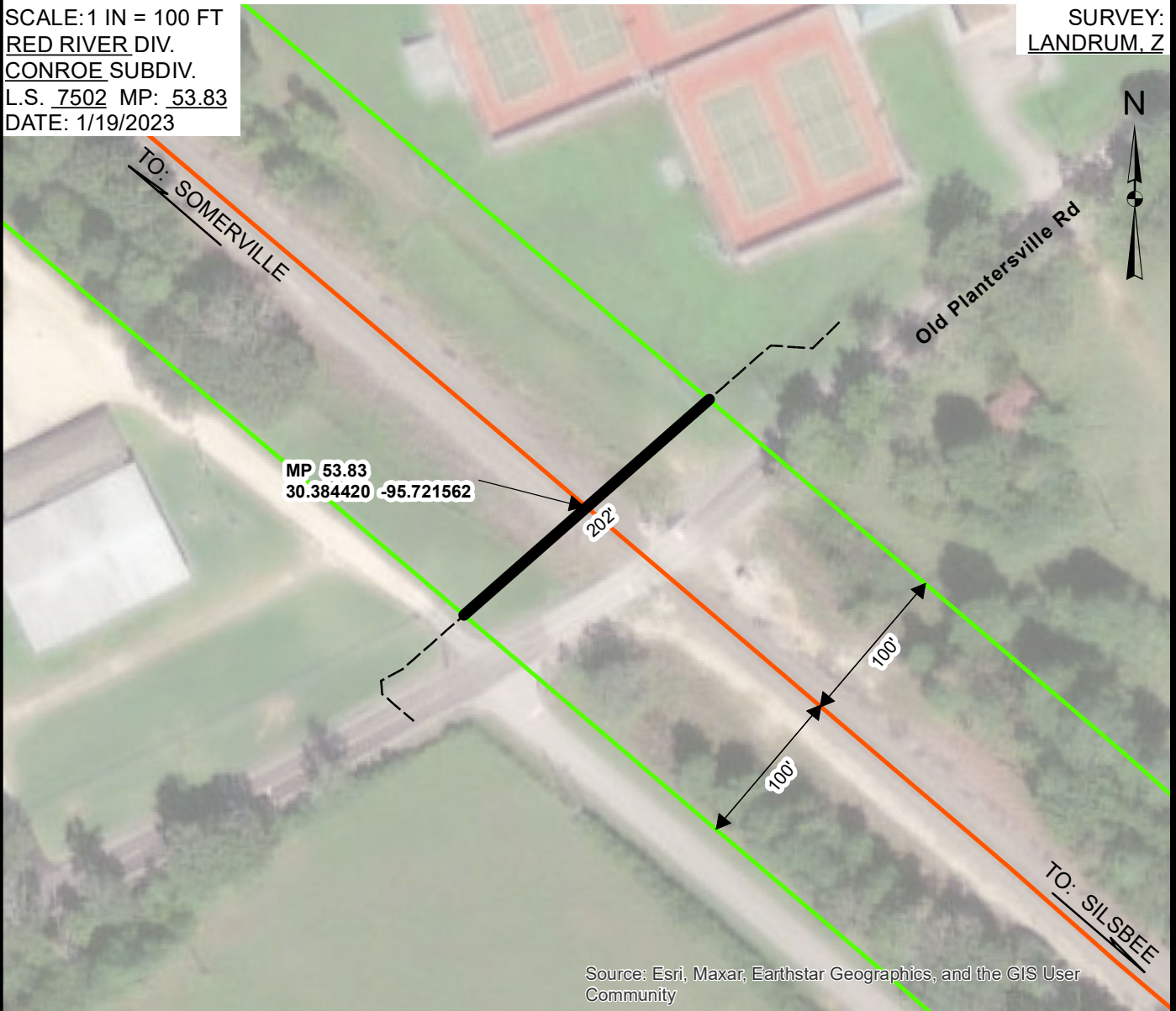
By: _____

By:
Title:

EXHIBIT "A"

SCALE: 1 IN = 100 FT
 RED RIVER DIV.
 CONROE SUBDIV.
 L.S. 7502 MP: 53.83
 DATE: 1/19/2023

SURVEY:
 LANDRUM, Z



DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

| | CARRIER PIPE | CASING PIPE | | CARRIER PIPE | CASING PIPE |
|-------------------------|------------------|-----------------|----------------------------------|--------------|-------------|
| SIZE: | 12" | 20" | LENGTH ON R/W: | 202' | 202' |
| CONTENTS: | POTABLE WATER | | WORKING PRESSURE: | 60 PSI | |
| PIPE MATERIAL: | PVC | STEEL | BURY: BASE/RAIL TO TOP OF CASING | | 12' |
| SPECIFICATIONS / GRADE: | AWWA C 900 DR-18 | ASTM A 36 | BURY: NATURAL GROUND | | 10' |
| WALL THICKNESS: | 0.733" | 0.281" | BURY: ROADWAY DITCHES | | 10' |
| COATING: | - | COAL TAR ENAMEL | CATHODIC PROTECTION | | NO |

VENTS: NUMBER _ _ SIZE _ _ HEIGHT OF VENT ABOVE GROUND _ _
 NOTE: CASING TO BE JACKED OR DRY BORED ONLY

MONTGOMERY
 COUNTY OF MONTGOMERY

STATE OF TX

JNC

Montgomery City Council
AGENDA REPORT

| | |
|---------------------------------------|-----------------------------|
| Meeting Date: January 28,,2025 | Budgeted Amount: N/A |
| Department: Administration | Prepared By: WGA |

Subject

Consideration and possible action regarding authorizing a utility easement with Shadow Creek Estates, LTD to allow for access for City of Montgomery infrastructure and authorize the Mayor to execute the easement.

Recommendation

Execution of the Utility Easement as presented and authorize the Mayor to execute the easement.

Discussion

The Easement is attached.

This easement is included as a part of the Development Agreement between the City of Montgomery and Taylor Morrison Homes. The Developer has been working with Shadow Creek Estates, as required per the agreement, to obtain the easement to be dedicated to the City for the proposed public utility extensions from the Lone Star Ridge Single Family Development. The 25' Easement would cover the proposed sanitary sewer and waterline, which will be extended to the existing lines along Buffalo Springs Drive.

Approved By

| | | |
|--|-----------------|------------------|
| City Secretary & Director of Administrative Services | Ruby Beaven | Date: 01/24/2025 |
| Interim City Administrator & Chief of Police | Anthony Solomon | Date: 01/22/2025 |



January 22, 2025

City Council
 City of Montgomery
 101 Old Plantersville Rd.
 Montgomery, Texas 77316

Re: 25' Utility Easement
 Shadow Creek Estates LTD.
 City of Montgomery

Dear Mayor and Council:

As you are aware, the Lone Star Ridge single family development is constructing public infrastructure for the development. As a part of the development the Developer will be connecting to existing City infrastructure along Buffalo Springs Dr, just north of Lone Star Parkway. In order to extend the public facilities and access the existing utility lines, the Developer, Taylor Morrison Homes, was required as part of the Development Agreement to obtain this easement from the property owner, Shadow Creek Estates, LTD.

Shadow Creek Estates has reviewed the easement and have offered no objection as it is written. We recommend the City execute the utility easement.

If you have any questions or comments, please contact me.

Sincerely,

Katherine Vu, PE, CFM
 City Engineer

KMV/zlgt

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2025\2025.01.21 MEMO To Council
 Shadow Creek Estates Utility Easement.docx

Enclosures: Easement

Cc (via email): Mr. Anthony Solomon – City of Montgomery, Interim City Administrator, and Police Chief
 Ms. Ruby Beaven – City of Montgomery, City Secretary
 Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator & Code Enforcement Officer

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver’s license number.

PUBLIC UTILITY EASEMENT

Date: _____, 2024

Grantor: **SHADOW CREEK ESTATES, LTD.**, a Texas limited partnership

Grantor’s Address: 6046 FM 2920, #512
Spring, Texas 77379

City: **CITY OF MONTGOMERY**, a Texas home-rule municipal corporation situated in Montgomery County

City’s Address: 101 Old Plantersville Road
Montgomery, Texas 77316

Easement Tract: All that parcel of land situated in Montgomery County, Texas, described in the attached **Exhibit A**

Easement Duration: Perpetual

Easement Purpose: To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

Facilities: Electric distribution and transmission lines, gas lines, raw, reclaimed, and potable water lines, wastewater lines, drainage channels, drainage conveyance structures, telecommunications lines, cable lines, and other public utilities with all associated appurtenances and having a cross-sectional alignment of the separate utilities as generally depicted in the attached **Exhibit B**

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement

City Reviewer Initials

Tract is located that are valid, existing, and affect the Easement Tract as of the Date

Non-Permitted Activity:

Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement in the Easement Tract, including the installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of no other improvement of any kind that: (i) is in such proximity to the Facilities as would constitute a violation of the National Electric Safety Code or any successor code in effect at the time the improvement is erected, or (ii) unless reviewed and approved in writing by the Planning and Zoning Commission or successor department of the City, makes changes in grade, elevation, or contour of the land in the Easement Tract which would impair City's access to the Facilities as determined by the City in its sole discretion

Repairable Improvements:

Irrigation systems which are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, parking areas, and access roads at grade level, and barbed-wire, chain-link, or wooden fences that do not interfere in any material way or are not inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the City in its reasonable discretion

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, including without limitation the City's right to cut and trim trees and shrubbery and to remove any other obstructions as necessary to keep the obstructions clear of the Facilities, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this

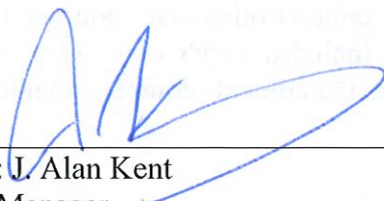
City Reviewer Initials

Executed effective the Date first above stated.

GRANTOR:

Shadow Creek Estates, Ltd.,
a Texas limited partnership

By: Shadow Creek GP, LLC,
a Texas limited liability company,
its General Partner


By: 
Name: J. Alan Kent
Title: Manager

STATE OF TEXAS §
COUNTY OF HARRIS §

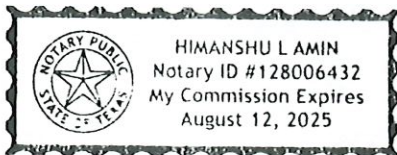
Before me, the undersigned notary, on this day personally appeared J. Alan Kent, Manager of Shadow Creek GP, LLC, a Texas limited liability company, General Partner of Shadow Creek Estates, Ltd., a Texas limited partnership, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on this 6th day of JANUARY,
2024. 2025

[Seal]



Notary Public, State of Texas
8/12/25



Easement for the Easement Purpose as determined by City in its reasonable discretion. City shall be obligated to restore or replace to a good and functioning condition as determined by the City in its reasonable discretion only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of City's use of the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

--- The remainder of this page is intentionally blank ---

[REMOVE OR ADD APPROVALS AS NECESSARY FOR CITY/COUNTY DEPARTMENTS OR UTILITY PROVIDERS]

APPROVED AS TO FORM:
CITY OF MONTGOMERY, TEXAS
LAW/LEGAL DEPARTMENT

REVIEWED:
CITY OF MONTGOMERY, TEXAS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

REVIEWED:
CITY OF MONTGOMERY, TEXAS

REVIEWED:
CITY OF MONTGOMERY, TEXAS
PLANNING AND ZONING COMMISSION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A – EASEMENT TRACT

**METES AND BOUNDS DESCRIPTION
25' WIDE EASEMENT
0.3014 ACRES (13,131 SQUARE FEET)
OUT OF A CALLED 33.5269 ACRES
JOHN CORNER SURVEY, ABSTRACT 8
MONTGOMERY COUNTY, TEXAS**

Being 0.3014 acres (13,131 square feet) of land, out of a called 33.5269 acres conveyed to Lefevre Development, Inc. by deed recorded in 2008-096315 of the Official Public Records of Real Property of Montgomery County, Texas (OPRRP MCT); Said 0.3014 acre tract lying in the John Corner Survey, Abstract 8 of Montgomery County, Texas and being more particularly described by metes and bounds as follows;

COMMENCING at a found 5/8 inch iron rod, marking the Southwest corner of a called 2.4988 acre tract conveyed to General Monitors Transnational, LLC by deed recorded in CCF No. 2007-121045 of the OPRRP MCT and the Northwest corner of a called 7.16 acre tract conveyed to General Monitors Transnational, LLC by deed recorded in CCF No. 2007-020435 of the OPRRP MCT, being in the East line of said 33.5269 acre tract;

THENCE South 27°34'56" West, along the West line of said 7.16 acres tract and a called 50.61 acre tract conveyed to General Monitors Transnational, LLC by deed recorded in CCF No. 2007-020435 of the OPRRP MCT, a distance of 659.97 feet to a point for the Northeast corner of the herein described tract, also called the **POINT OF BEGINNING**;

THENCE South 03°34'30" East, along said West line of said 50.61 acre tract and the East line of said 33.5269 acre tract, a distance of 25.00 feet to a point for the Southeast corner of the herein described tract;

THENCE South 86°37'00" West, a distance of 525.48 feet to a point, being in the East line of said 33.5269 acre tract and the West line Buffalo Springs Dr. a right-of-way dedicated to City of Montgomery by deed recorded in CCF No. 2007-079563 of the OPRRP MCT;

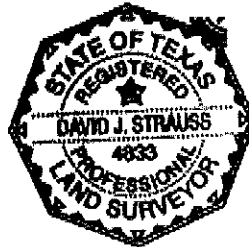
THENCE along said ROW, a curve to the left, having a radius of 1050.00 feet, an internal angle of 01°21'51", a chord bearing North 02°42'05" West, a distance of 25.00 feet, for an arc length of 25.00 feet to a set 5/8 inch iron rod, for the Northwest corner of the herein described tract;

THENCE North 86°37'00" East, a distance of 525.10 feet to the **POINT OF BEGINNING** and containing a computed 0.3014 acre (13,131 square feet) of land.

Prepared by:
Town and Country Surveyors L.L.C
25307 North Freeway (IH-45 N)
The Woodlands, TX 77380
www.tcsurveying.com
Phone (281) 465-8730
Fax (281) 465-8731

David J. Strauss

David J. Strauss, RPLS 4833
May 27, 2009
Job No. 1633-0002



City Reviewer Initials

EXHIBIT B – FACILITIES

[Please Provide]

AFTER RECORDING RETURN TO:

[REMOVE IF DOES NOT APPLY, BUT MAY BE HELPFUL FOR CITY]

PROJECT INFORMATION:

Project Name: _____

Project Case Manager: _____

Site Plan No.: _____

CONSENT BY LIEN HOLDER

Date: _____, 2024

Lien Holder: INTERNATIONAL BANK OF COMMERCE

Lien Holder Notice Address: 5615 Kirby Drive
Houston, Texas 77005

Liens: **Vendor’s Lien** retained in Special Warranty Deed with Vendor’s Lien dated October 3, 2017, recorded in Document No. 2017090881, Official Public Records of Montgomery County, Texas, executed by Lefevre Development, Inc., to Shadow Creek Estates, Ltd., securing the payment of one note of even date therewith in the sum of \$910,000.00, payable to International Bank of Commerce, and additionally secured by Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement of even date therewith to Jay Rogers, Trustee, recorded in Document No. 2017090882, Official Public Records of Montgomery County, Texas.

Grant Document: The document to which this Consent by Lien Holder is attached, and consented to.

Property: The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lien Holder, as the holder of the Liens against the Property, and its successors and assigns:

1. consent to the Grant Document, its contents and recording;
2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Liens regardless of the frequency or manner of renewal, extension, change, or alteration of the Liens or the note or notes secured by the Liens and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Lien Holder at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;
3. agree that foreclosure of any of the Liens, or other sale of the Property under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and

City Reviewer Initials

4. affirm that the undersigned has the authority to bind the Lien Holder, and that all acts necessary to bind Lien Holder have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the date first above stated.

INTERNATIONAL BANK OF COMMERCE

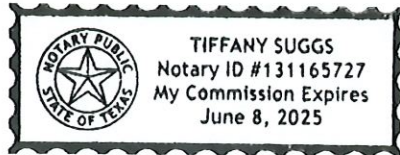
By: [Signature]
Printed Name: Sam Jones
Title: 1st VP

STATE OF TEXAS §
COUNTY OF Harris §

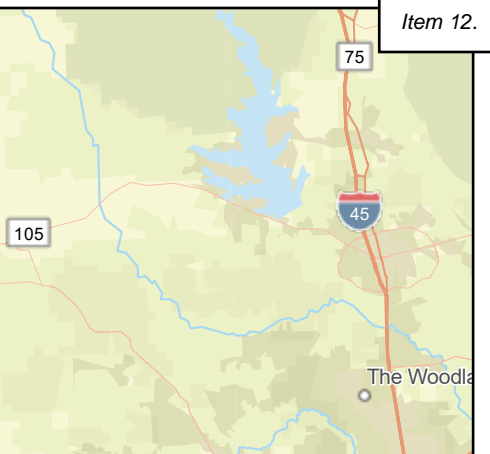
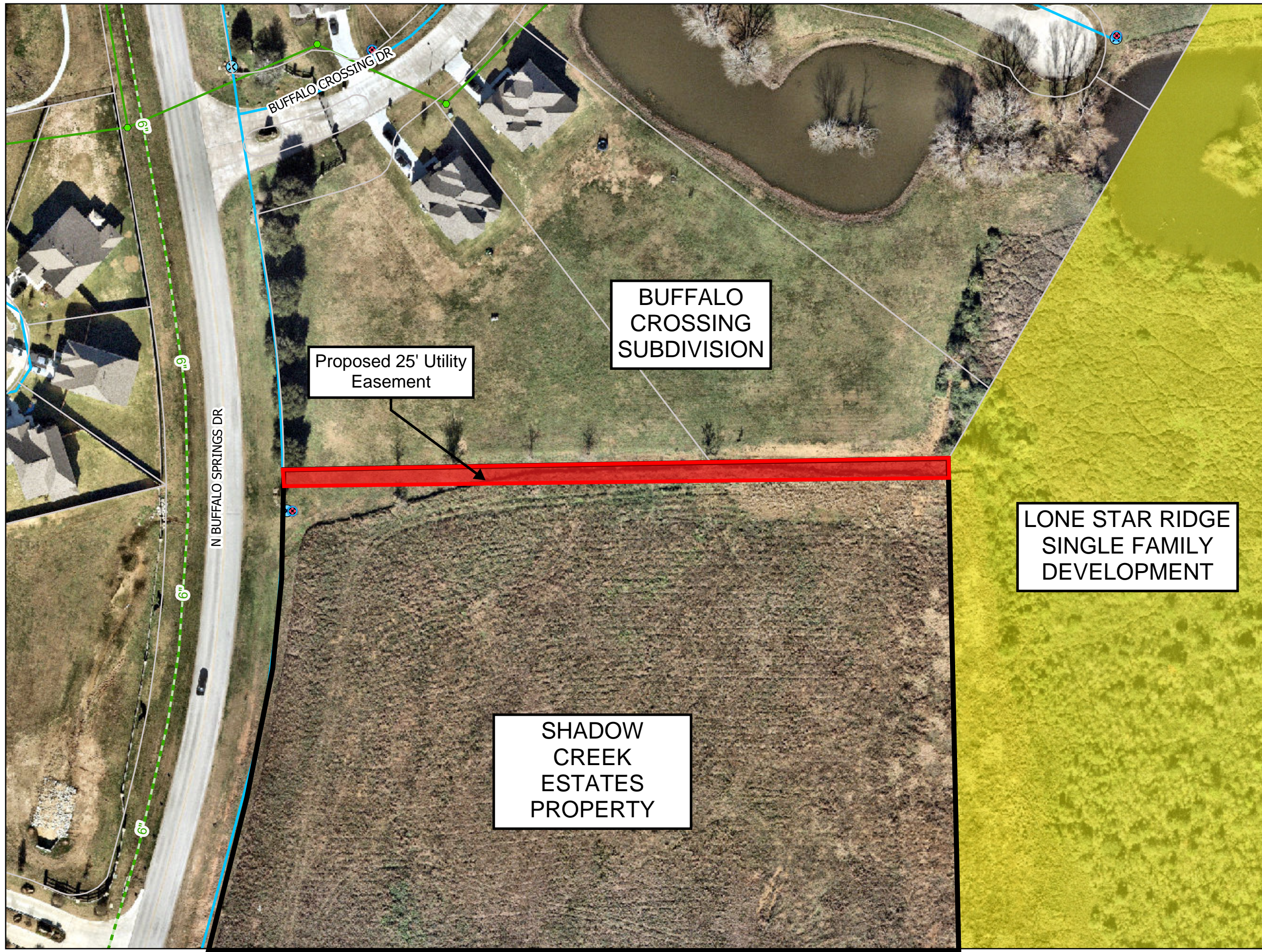
Before me, the undersigned notary, on this day personally appeared Sam Jones, 1st VP of INTERNATIONAL BANK OF COMMERCE, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on this 27 day of December 2024.

[Seal]



[Signature]
Notary Public, State of Texas



Legend

- City Limits
- City Limits
- Extrateritorial Jurisdictions
- Tax Parcels

Active Developments

Development Status

- Complete/Under Warranty
- In Design
- In Design/Construction
- Planning/Feasibility
- Under Construction

Well

- Well
- Hydrant
- Water Main Valve

Water Main

- Our Agency
- Private
- Lift Station
- Sanitary Sewer Manhole

0 0.01 0.03
mi

**PROPOSED
25' UTILITY
EASEMENT EXHIBIT**



Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.



Montgomery City Council
AGENDA REPORT

| | |
|---------------------------------------|-----------------------------|
| Meeting Date: January 28, 2025 | Budgeted Amount: N/A |
| Department: Administration | Prepared By: WGA |

Subject

Consideration and possible action on acceptance of the Engineer’s Recommendation of Halff Associates to complete the Design Services related to the Town Creek Wastewater Treatment Plant project and authorize the Mayor to sign the agreement.

Recommendation

Approve the contract with Halff Associates to complete the design of the Town Creek Wastewater Treatment Plant and authorize the Mayor to sign the agreement.

Discussion

The Engineer’s Memo is attached.

The City began advertising for design firms on January 23, 2024 for the proposed Town Creek Wastewater Plant Expansion to 0.3 MGD. The City received a total of 3 submissions on February 21st and began to review submissions.

WGA recommended that the City begin negotiations with Halff Associates at the April 23rd Council meeting. WGA has since been negotiating the terms of the contract on behalf of the City. The process was delayed due to waiting to receive the revised TPDES permit from the TCEQ for the Wastewater Treatment Plant to ensure the scope of design is in line with the final permit.

The scope of work is to take the current permitted flow of the plant from 0.175mgd to 0.3mgd (interim). The selected firm will also assist with identifying funding sources for the proposed work. Halff’s proposal states that the design process, including approvals, is expected to take approximately 330 days. The fees associated with the design total \$757,900.

Approved By

| | | |
|--|-----------------|------------------|
| City Secretary & Director of Administrative Services | Ruby Beaven | Date: 01/24/2025 |
| Interim City Administrator & Chief of Police | Anthony Solomon | Date: 01/22/2025 |



January 22, 2025

City Council
 City of Montgomery
 101 Old Plantersville Rd.
 Montgomery, Texas 77316

Re: Design Firm Contract Execution
 Town Creek Wastewater Treatment Plant
 City of Montgomery

Dear Mayor and Council:

As you are aware, WGA has been in negotiations with Halff Associates on their proposed design services for the Town Creek Wastewater Treatment Plant 0.3MGD Expansion project. As a reminder, the City began advertising for design firms on January 23, 2024. The City received a total of 3 submissions on February 21, 2024 and we recommended that the City begin contract negotiations with Halff Associates after discussion with City Staff. City Council authorized WGA to begin contract negotiations at their April 23, 2024 Council Meeting

Halff Associates' proposed design services include providing signed and sealed plans and specifications for the Town Creek Wastewater Treatment Plant to an interim permitted flow of 0.3MGD leaving room for a future phase to bring the plant to an ultimate flow of 0.6MGD. Included in the services provided is also assistance with identifying funding sources to fund the proposed project. The fees outlined in the contract total \$757,800 for services up to design completion. The total contract amount is \$831,200, with the Bid Phase services and Construction Phase services to be completed on a hourly not-to-exceed basis.

If you have any questions or comments, please contact me.

Sincerely,

Katherine Vu, PE, CFM
 City Engineer

KMV/zlgt

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2025\2025.01.22 MEMO To Council Town Creek WWTP Design Firm.docx

Enclosures: Design Contract

Cc (via email): Mr. Anthony Solomon – City of Montgomery, Interim City Administrator, and Police Chief
 Ms. Ruby Beaven – City of Montgomery, City Secretary
 Ms. Corinne Tilley – City of Montgomery, Planning & Development Administrator & Code Enforcement Officer
 Mr. Mike Muckleroy – City of Montgomery, Director of Public Works

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services ("Agreement") is entered into by the City of Montgomery a **General Law City** of the State of **Texas** ("Client"), duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation ("Engineer") for the provision of professional engineering services by Engineer to Client. Client and Engineer may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

For the mutual promises and benefits herein described, Client and Engineer agree as follows:

I. TERM OF AGREEMENT. This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall continue in effect thereafter until terminated as provided herein.

II. ENGINEER'S SERVICES. Engineer shall provide to Client engineering services as described in the scope of services attached hereto and fully incorporated herein as "**Exhibit A**" (the "Scope of Services").

- a. **Independent Contractor Status.** Engineer shall perform the services hereunder as an independent contractor and not as an agent or fiduciary of Client.
- b. **Standard of Care.** Engineer shall perform the services with the normal and customary standard practices of the engineering profession ordinarily used by members of the professional under similar circumstances at the same time and in the same locality where the services are to be performed (the "Standard of Care").
- c. **Timeliness of Performance.** Engineer shall perform the services hereunder with due and reasonable diligence consistent with the Standard of Care.
- d. **Client Objection to Personnel.** If at any time after entering into this Agreement Client has a reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Client shall notify Engineer in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Engineer shall promptly propose substitutes to Client. Upon Client's mutual agreement, Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

I. III. COMPENSATION AND PAYMENT TERMS.

- a. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Engineer receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.
- b. **Suspension of Services due to Nonpayment.** It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Engineer of nonpayment, Engineer shall have the right to stop providing the Services and to terminate this Agreement effective immediately.
- c. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.

- d. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Engineer in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or portion thereof not disputed within said thirty (30) day period.
- e. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Engineer and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Engineer with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Engineer's services; (iii) provide access to property owned by Client and or any third party as may be necessary for the performance of Engineer's services for Client; (iv) make prompt payments in response to Engineer's statements; and (v) respond in a timely manner to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

V. TERMINATION. Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Scope of Services being performed by a third party. Following Engineer's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS.

- a. **License to Client.** Upon Engineer's completion of services and receipt of payment in full, Engineer grants to Client a non-exclusive license to possess and use the final drawings and instruments produced in connection with Engineer's performance of the Scope of Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, and proprietary data or processes related to the services performed hereunder are and shall remain the sole and exclusive property of Engineer. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.
- b. **Prohibition Against the Reuse of Deliverables.** Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Engineer and any reuse by Client, or by those who obtain said information from or through Client, without Engineer's written consent, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Engineer's Affiliates").
- c. **Indemnification for Reuse of Deliverables.** To the extent permitted by law, Client agrees to defend, indemnify and hold Engineer and Engineer's Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section V.b. above. Under no circumstances shall delivery of the Deliverables by Engineer to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result

of Client’s unauthorized use or reuse of the Deliverables.

- d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Engineer. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this section by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

To Engineer:
Half Associates, Inc.
 Attn: Legal Department
 1201 North Bowser Road
 Richardson, TX 75081-2275
 Telephone: 214-346-6200
 With copies to legalhelp@half.com

To Client:
City of Montgomery
 Attn: _____

 Tele: _____
 Email: _____

VIII. INSURANCE. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing performance of the services for Client.

IX. DISPUTE RESOLUTION.

- a. **“Dispute”** means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.
- b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- c. **Mediation.** Excluding Disputes related to disputed and/or unpaid invoices which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association (“AAA”). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Engineer. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. **Litigation.** If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to

such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.

- e. **Governing Law and Jurisdiction.** This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in *Montgomery County, Texas*.

X. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in Section XII below are and shall remain the Parties' sole and exclusive remedy with respect to any Dispute. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

XI. AGREED REMEDIES

- a. **No Individual Liability.** In no event shall Engineer's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.
- b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.
- c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.
- d. **Time Limit To Make A Claim.** Client may not assert any claim against Engineer after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

XII. PROJECT ENHANCEMENT/BETTERMENT.

- a. **Betterments.** If a component of the Project is omitted from Engineer's Deliverables due to the breach of this Agreement or negligence of Engineer, Engineer will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Engineer's Deliverables. Notwithstanding the foregoing, Engineer will be responsible only to the extent necessary to place Client in the same position it would have been but for Engineer's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.
- b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by or negligence of Engineer, Engineer will not be liable to Client for any enhancement or upgrade

of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.

c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT ENGINEER'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO ENGINEER'S BREACH OR NEGLIGENCE.

XIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party.

XIV. WAIVER. Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XV. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. INTEGRATION. This Standard Form of Agreement and the Scope of Services, including fee and schedule, are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by an authorized representative of each Party.

XVII. NO THIRD-PARTY BENEFICIARIES. This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

XVIII. SIGNATORIES. Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF MONTGOMERY, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

SCOPE OF SERVICES

In accordance with Section II of the Agreement for Professional Engineering Services by and between **CITY OF MONTGOMERY, Texas** (“**Client**”) and **Halff Associates, Inc.** (“**Engineer**”) dated _____ (the “**Agreement**”), Engineer shall provide the Services set forth below to Client in accordance with this Scope of Services and the Agreement. To the extent this Scope conflicts with the Agreement, the Agreement shall control.

Project Name: Town Creek Wastewater Treatment Plant Expansion to 0.3 MGD

Description of Services: The services for this project include preparation of a preliminary engineering report (PER) and development of construction plans and specifications for the Town Creek Wastewater Treatment Plant (TC WWTP) expansion and associated lift station, located at 307 Liberty Street. Bid phase and construction administration services are also provided. Construction inspection is to be done by others. Other services include surveying, geotechnical engineering, and corrosion protection. The expansion is to be located on the existing site owned by the Client. The existing WWTP on the site was decommissioned several years ago and is deemed beyond repair per a previous study. Although decommissioned, the Client has maintained the existing discharge permit. The design for the 0.3 mgd expansion will anticipate a future expansion to 0.6 mgd capacity total. To accommodate these higher capacities, the City has applied for a permit amendment with the TCEQ. This revised permit is expected to be finalized within the next few weeks. The Client prefers to not have any solids treatment at the TC WWTP. It is envisioned that solids will be temporarily stored on site for periodic trucking off and/or dewatering by a mobile belt filter press. The TC WWTP expansion will generally consist of an activated sludge treatment system with the following unit processes:

- Influent headworks that includes a new lift station (LS) and mechanical screening, as requested by the operational staff. The Client does NOT desire grit removal as part of this project.
- Aeration basins
- Final clarifiers
- Disinfection via liquid chlorine (bleach) and a chlorine contact basin.
- Flow measurement using a Parshall flume.
- Post aeration and structure.
- Electrical, including a natural gas fueled emergency generator.
- Building that houses MCCs and other electrical equipment and has room for a small lab counter with sink and a bathroom with shower (the building will be pre-fabricated).
- Solids treatment will include a digester with a decant pipe (Client plans to periodically bring out a mobile belt press unit to dewater and haul off solids).
- New access road, and limited site fencing modifications where necessary due to deterioration.

NOTE: It is currently assumed that filtration will not be required as part of this phase. The TC WWTP expansion will be designed, however, to include space on the site plan and available head space in the hydraulic profile for possible future disc filters.

- I. Design Management
 - a. Attend Client kick-off meeting and document the Client’s project parameters. Some attendees will attend remotely.
 - b. Initial project site visit
 - c. Meeting to present and review findings of the preliminary engineering report.
 - d. QC meetings at 60% and 90%. Some attendees will attend remotely.
 - e. Project management including preparing monthly status reports and project billings, and management of the design team including sub-consultants.
 - f. Up to 5 periodic status update meetings with the Client.
 - g. Provide quality control in performance of the work.
- II. Preliminary Design
 - a. The TC WWTP expansion will be sized based upon the previously determined parameters for an initial phase of 0.3 mgd average daily flow (ADF), with allowance for a future expansion to

- a total of 0.6 mgd ADF, effluent criteria established by the amended discharge permit, TCEQ design criteria applicable to both 0.3 mgd and 0.6 mgd WWTPs, historical wastewater influent parameters and flow data, and input from Client staff. Peak flows will be based upon historical flow data provided by the Client. It is understood that LS No. 2 at the existing site does NOT have a flow meter, and so peak flows will be estimated from run time data provided by the Client. If this data is insufficient to accurately estimate peak flows, the Engineer may recommend additional steps to better determine peak flows, such as temporary metering at LS No. 2. This would be an Additional Service – not included in this Scope. Historical influent parameters will be provided by the Client and may come from the Stewart Creek WWTP.
- b. Design criteria will be established.
 - c. Evaluate 2 options for treatment process trains and layouts. For both alternatives, the following will be conducted for each:
 - i. Process calculations and equipment sizing.
 - ii. Conceptual level input from Electrical on power supply needs, backup power, etc.
 1. Conduct site visit for a existing condition assessment.
 2. Prepare engineering basis of design for the electrical portion of the project.
 3. Develop preliminary one line diagram and electrical site plan.
 4. Coordinate with the power company.
 5. Confirm instrumentation and remote monitoring designed by the Client.
 6. Prepare OPCC for electrical components, etc.
 7. Include electrical write up in the Preliminary Design Report.
 - iii. Conceptual level input from Structural on concrete basin wall thickness, etc.
 - iv. Preliminary site layouts prepared.
 - v. Preliminary hydraulic profiles and process flow diagrams prepared.
 - vi. Opinions of Probable Construction Costs (OPCCs) will be prepared.
 - d. Preliminarily design the new influent LS. Existing LS is too small/in poor condition and will be abandoned.
 - e. Address scaling up/future expansion.
 - i. Per a previous study, the expansion for the plant has been determined to be another 0.3 mgd treatment train.
 - ii. The Engineer will document what additional TCEQ criteria the larger plant size may now require.
 - iii. This task includes a conceptual look at how to best split flows between the two trains.
 - iv. The task will produce a proposed site plan for the future expansion, including the possibility of sharing some process units between trains, but also ensuring that there is adequate redundancy.
 - f. Incorporate sections, etc. necessary for funding applications.
 - g. Meeting with operation staff and WGA (as identified in the Design Management task above).
 - h. Lay out new access road alignment on preliminary site plan.
 - i. Influent water quality data
 - i. Client will provide influent sampling data from influent of other plant and from auto
 - j. Influent flow data
 - i. The Client will provide influent flow data and/or existing lift station run time information.
 - ii. Conducting a pump draw down test will be considered an Additional Service.
 - k. Odor control will be considered during the preliminary design. It is assumed that no odor control treatments will be included in the detail design phase, but steps to reduce odor generation with the design of the TP WWTP will be identified as part of preliminary design.
 - l. Corrosion protection recommendations will be considered during the preliminary design. These recommendations will be documented in the PER and detailed appropriately in the detailed design plans and specifications.
 - m. Floodplain Assessment –
 - i. Floodplain Mitigation Analysis
If WWTP components are necessary within the FEMA Special Flood Hazard Area, Half will perform a hydraulic no-impact analysis to ensure that the proposed components cause no increase in the Base Flood Elevation (BFE) and recommend, if necessary, any conveyance improvement solutions to mitigate potential impacts. It is assumed that the Town Creek hydrologic and

hydraulic model developed by BGE will be made available and utilized to establish a base conditions model. The TP WWTP facility will be designed to meet TCEQ requirements regarding the floodplain.

- ii. Detention Mitigation Analysis
If an increase in impervious cover on the site is necessary for the expansion of the TP WWTP facility, Engineer will perform a detention mitigation analysis to size the detention mitigation pond, and its necessary components, to ensure no increase in downstream peak flow rates resulting from an increase in impervious cover on the site along with supporting construction drawings.
- iii. Sewer Conveyance Analysis
Halff will provide a sanitary sewer flow hydraulic analysis for the lift station and offsite force main, if necessary, in support of the lift station design.
- n. A Preliminary Engineering Report (PER) will be prepared to document the work done in this task, and the findings and recommendations. The PER will make a final recommendation on the treatment train alternative. The intent of the PER is to provide a basis for producing the design documents for the WWTP construction. The Client and WGA will review the draft report and provide comments to the Engineer. The Engineer will address these comments and finalize the PER. The PER will be developed in accordance with specific Federal grant requirements should it be needed as grant support.

III. Funding Support

- a. The Engineer's team of Funding Resources Specialists will identify potential grant and loan programs to fund the design and construction of a wastewater treatment plant. The team has established relationships with various funding agencies at the local, state, and federal levels. To assist the client's needs, Engineer will develop a list of available funding resources and suggest strategies to enhance the competitiveness of grant or applications by pre-positioning them. The Engineer's Funding Resources team will also offer guidance in understanding the federal procurement process. A summary of the most applicable funding options will be included in the PER.
- b. The Engineer's Funding Resources team will develop up to two grant or loan applications turn-key or offer guidance and support to City staff who choose to apply for funding themselves. These additional services will be incorporated into the proposed service scope if requested by the Client and be conducted on an hourly basis. Should additional funds be needed to complete complex grant applications, Halff will coordinate with the Client for added services.

IV. Survey -

- a. Boundary Survey - perform a boundary survey of the subject tract, which the Engineer will utilize in preparation of surveying and engineering deliverables for the project. The survey will be performed in substantial accordance with TSPS Category 1-B, Condition II requirements. This does not include the preparation of a separate survey map suitable for title insurance purposes or for addressing Schedule B items.
 - i. The Engineer will rely on a title commitment you provide regarding the existence of recorded easements, restrictions, and other matters of record affecting the subject property.
 - ii. The property corners of the subject tract will be recovered and flagged.
 - iii. This proposal does not include research efforts normally performed by a title company.
 - iv. A portion of the boundary is the centerline of Town Creek and will need to be located.
- b. Topographic Survey - perform a topographic survey of a portion of the subject tract, ±4.20 acres. See exhibit "B" below. The following specific services will be provided:
 - i. Aerial or mobile LiDAR and conventional survey methods may be used for data collection.
 - ii. Establish a minimum of two temporary benchmarks based on the City of Montgomery's established benchmarks.
 - iii. Locate above ground visible improvements, including driveway to subject tract commencing at Liberty Street.
 - iv. File a TX811 locate request to mark underground utilities.
 - v. Locate visible above-ground utility locations, either found by our surveyors or located for us by utility companies and/or other agencies.
 - vi. Perform three (3) cross-sections along the creek near the location. See exhibit "B" below.
 - vii. Provide spot elevations at center point of manhole covers and access vaults.
 - viii. Provide invert elevation of manhole and elevation of pipe flowlines (if possible).

- ix. Provide location, pipe size, (if possible) and invert elevation of existing storm drain structures.
 - x. Process field collected data for field survey.
 - xi. Perform quality control for survey requirements.
 - xii. Include property ownership and boundary information.
 - xiii. Load 1-foot contour information.
- V. 60% Design
- a. Prepare 60% draft drawings for the TP WWTP.
 - b. Prepare 60% specifications.
 - c. Prepare OPCC
 - d. Electrical
 - i. Provide items a. through c. above.
 - ii. Collaborate with Civil and Structural on the needs for a prefabricated building to be included with the TP WWTP design. Building is assumed to include space for MCCs and electrical equipment, a small lab space with sink, and a bathroom with shower.
 - iii. Prepare draft plan sheet(s) and specification(s) for desired instrumentation and remote monitoring. Final design will be contingent upon the Client approving the remote monitoring proposed.
 - e. Structural
 - i. Provide items a. through c. above.
 - ii. Collaborate with Civil and Electrical on the needs for a prefabricated building to be included with the TP WWTP design. Building is assumed to include space for MCCs and electrical equipment, a small lab space with sink, and a bathroom with shower.
 - iii. Prepare draft plan sheet(s) and specification(s) for desired concrete basins and other structural designs.
- VI. Final Design
- a. Prepare 90% draft drawings.
 - b. Prepare 90% specifications.
 - i. WGA will provide the Division 00 and Division 01 specifications.
 - c. Update OPCC.
 - d. Issue 90% review set to the Client to review. Review comments will be addressed in the 100% set.
 - e. Prepare 100% draft drawings.
 - f. Prepare 100% specifications.
 - i. WGA will provide the Division 00 and Division 01 specifications.
 - g. Update OPCC.
- VII. Bid Phase
- a. Client will provide and conduct Bid Phase services for this project. Half will assist on an as needed basis at the Client's discretion, up to the not to exceed amount in the Contract. Potential services may include these items, as required by the Client, on an hourly basis.
 - i. Prepare advertisement for Bid.
 - ii. Distribute plans to prospective bidders, and Maintain a Plan Holders list,
 - iii. Conduct Pre-Bid meeting,
 - iv. Respond to requests for clarifications, as required,
 - v. Prepare Addendums as required,
 - vi. Conduct Bid opening,
 - vii. Prepare Bid tabulation and issue a Certified Bid Tab,
 - viii. Evaluate bids and provide project award recommendation memo,
 - ix. Execute Contract documents,
- VIII. Construction Administration and Closeout
- a. Client will conduct the Pre-Construction Meeting. Half will not attend,
 - b. Review Submittals,
 - c. assume a maximum of 20 submittals,
 - i. additional submittals will be considered as additional services,
 - d. Respond to Requests for Information (RFIs),
 - e. Conduct three site visits over the construction duration,
 - f. NOTE: Full-time inspection services are to be conducted by others.

- g. Client will hold monthly Status Meetings. Half will not attend,
 - h. Client will review and recommend Contractor's Monthly Application for Payment,
 - i. Client will prepare and Execute Construction Change Orders, as required,
 - j. Client will issue Certificate of Substantial Completion, and,
 - k. Client will perform a final inspection and prepare a final punch list for Contractor's completion, Half will not participate in the inspection.
- IX. Geotechnical Investigation
- a. Conduct field exploration consisting of 4 fifty (50) foot deep borings and 3 thirty (30) feet borings at locations distributed across the existing WWTP site.
 - b. Laboratory testing will be performed on the bores conducted, including water content, unit dry weight, Atterberg limits, % passing the No. 200 sieve, and unconfined compressive strength.
 - c. Engineering and project delivery that includes a report consisting of boring log data, stratification, groundwater levels, site exploration plan, subsurface exploration procedures, description of subsurface conditions, earthwork recommendations, demolition considerations, seismic site classification, recommended structural engineering design parameters, estimated settlement, recommendations for floor slabs, excavation and groundwater control, uplift and lateral earth pressure recommendations, and recommended pavement parameters.
- X. Corrosion Protection
- a. Prepare and include corrosion protection related specifications and notes/call outs on the plans.
- XI. Cost Estimation - Provide Opinion of Probable Construction Costs (OPCC)
- a. OPCC will follow Master Format WBS.
 - b. OPCC Report will be in PDF Format
 - c. Provide OPCC at Following stages:
 - i. Preliminary Design:
 - 1. Provide OPCC on two proposed alternatives.
 - 2. Review OPCC with design team and Client.
 - 3. OPCC will be ACEE Class IV.
 - ii. 60% design –
 - 1. Provide OPCC on selected Alternative.
 - 2. Review OPCC with design team and Client.
 - 3. OPCC will be ACEE Class III.
 - iii. 90% design –
 - 1. Update OPCC
 - 2. Review OPCC with design team and Client.
 - 3. OPCC will be ACEE Class II.
 - iv. 100% design -
 - 1. Update OPCC.
 - 2. Review OPCC with design team and Client.
 - 3. OPCC will be ACEE Class II.

Services Not Included in this Contract. Services not provided for herein and not generally associated with a project of this type will be paid for under an amendment to this Agreement and for an additional fee. The following list some specific services not included in this Contract:

- Water Quality sampling or analysis
- TCEQ discharge permitting services
- TWDB financing application or utilization/management, except as included in the Basic Services.
- Multiple bid packages beyond one construction package bid and one equipment
- pre-selection bid
- Potable water service to the site
- Electrical service to the site
- Effluent discharge location off site
- Odor Control Facilities/Systems analysis and design

- Environmental coordination, protection, permitting, or other Environmental
- Services, except as included in the Basic Services
- FDP and FEMA permitting for any floodplain filling
- USACE permitting (wetlands, 404, etc.)
- Right of Entry Coordination in addition to mailed letters to property owners
- Tree Survey
- Easement or land acquisition
- Platting
- Site visits or meetings more than number specified
- SUE
- Design for an on-site constructed building
- Construction inspection services
- Design of storm drain facilities
- Design of facilities off-site.
- SCADA design or integration services.
- Design of plant capacity beyond 0.3 mgd.
- Construction services beyond the assumed construction duration.

Compensation/Fees/Costs/Reimbursement:

I. Basic Services Fees – the Basic Fees for the services described herein includes printing, direct costs and computer charges normally associated with production of these services.

a. Lump Sum Fees: The basis of compensation for Basic Fee Lump Sum services shall be as follows:

- I. \$54,700 for Design Management
- II. \$171,200 for Preliminary Design
- V. \$190,100 for 60% Design
- VI. \$258,900 for Final Design

Items shown above will be billed lump sum monthly based on percent completion of the design tasks and may include partial payments of the total amounts designated for each of the items. Basic Services Lump Sum Fees total **\$674,900**. Cost Estimation Services (Item XI) are included in the Basic Services Lump Sum costs shown above.

b. Hourly Fees: The basis of compensation for Basic Services Hourly Fees shall be as follows with the listed not-to-exceed fee amounts:

- VII. \$19,400 for Bid Phase
- VIII. \$54,000 Construction Phase Services

Items shown above will be billed on an hourly basis after written direction from the Client to perform them. Basic Services Hourly Fee costs shall not exceed a total of **\$73,400**.

II. Special Services – The maximum not-to-exceed fee for the Special Services as described herein shall be **\$82,900** which includes printing, direct costs and computer charges normally associated with production of these services. The basis of compensation for Special Services shall be lump sum. The following table summarizes the special services fees.

- III. \$37,400 for Funding Support
- IV. \$14,300 for Surveying
- IX. \$26,600 for Geotechnical Investigations
- X. \$4,600 for Corrosion Protection

III. Miscellaneous Services – The fee for additional services not provided herein will be negotiated based on the scope of work and included in a contract amendment.

a. If the Client determines that the Engineer shall prepare any additional grant applications beyond one is allotted above, that service will be performed on an hourly basis at \$155/hour.

The Total Maximum Fee for all services, excluding Miscellaneous Services, is **\$831,200**.

Schedule:

- A. Completion of Preliminary Design: 90 calendar days from date of notice to proceed
- B. Completion/furnishing of 60% construction package plans, specifications, bid quantities, and construction cost estimate: 90 calendar days from date of Completion of Preliminary Design.
- B. Completion/furnishing of 90% construction package plans, specifications, bid quantities, and construction cost estimate: 120 calendar days from date of Completion of 60% Design.
- F. Completion/furnishing of 100% construction package plans, specifications, bid quantities, and construction cost estimate: 30 calendar days from date of Completion of 90% Design
- G. Bidding services: 40 calendar days from Town’s approval of final plans.
- H. Construction services: In accordance with construction schedule. This scope of work assumes a

construction schedule of 365 calendar days.

I. Closure: 30 calendar days from the date of construction completion.

Deliverables:

- Preliminary Engineering Report
- Design plans, specifications and OPCC at 60%, 90% and 100% milestones
- Record drawings

Service Contacts:

Half Associates, Inc.

Contact Name: Preston Dillard _____

Primary Office Address for Contact: _____ Fort Worth, Texas _____

Telephone: _____ 817.764.7504 _____

Email: _____ pdillard@half.com _____

CITY OF MONTGOMERY

Contact Name: _____

Primary Office Address for Contact: _____

Telephone: _____

Email: _____



January 22, 2025

City Council
City of Montgomery
101 Old Plantersville Rd.
Montgomery, Texas 77316

Re: Design Firm Contract Execution
Town Creek Wastewater Treatment Plant
City of Montgomery

Dear Mayor and Council:

As you are aware, WGA has been in negotiations with Halff Associates on their proposed design services for the Town Creek Wastewater Treatment Plant 0.3MGD Expansion project. As a reminder, the City began advertising for design firms on January 23, 2024. The City received a total of 3 submissions on February 21, 2024 and we recommended that the City begin contract negotiations with Halff Associates after discussion with City Staff. City Council authorized WGA to begin contract negotiations at their April 23, 2024 Council Meeting

Halff Associates' proposed design services include providing signed and sealed plans and specifications for the Town Creek Wastewater Treatment Plant to an interim permitted flow of 0.3MGD leaving room for a future phase to bring the plant to an ultimate flow of 0.6MGD. Included in the services provided is also assistance with identifying funding sources to fund the proposed project. The fees outlined in the contract total \$757,800 for services up to design completion. The total contract amount is \$831,200, with the Bid Phase services and Construction Phase services to be completed on a hourly not-to-exceed basis.

If you have any questions or comments, please contact me.

Sincerely,

Katherine Vu, PE, CFM
City Engineer

KMV/zlgt

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2025\2025.01.22 MEMO To Council Town Creek WWTP Design Firm.docx

Enclosures: Design Contract

Cc (via email): Mr. Anthony Solomon – City of Montgomery, Interim City Administrator, and Police Chief
Ms. Ruby Beaven – City of Montgomery, City Secretary
Ms. Corinne Tilley – City of Montgomery, Director of Planning & Development & Code Enforcement Officer
Mr. Mike Muckleroy – City of Montgomery, Director of Public Works

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services ("Agreement") is entered into by the **City of Montgomery** a **General Law City** of the State of **Texas** ("Client"), duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation ("Engineer") for the provision of professional engineering services by Engineer to Client. Client and Engineer may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

For the mutual promises and benefits herein described, Client and Engineer agree as follows:

I. TERM OF AGREEMENT. This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall continue in effect thereafter until terminated as provided herein.

II. ENGINEER'S SERVICES. Engineer shall provide to Client engineering services as described in the scope of services attached hereto and fully incorporated herein as "**Exhibit A**" (the "Scope of Services").

- a. **Independent Contractor Status.** Engineer shall perform the services hereunder as an independent contractor and not as an agent or fiduciary of Client.
- b. **Standard of Care.** Engineer shall perform the services with the normal and customary standard practices of the engineering profession ordinarily used by members of the professional under similar circumstances at the same time and in the same locality where the services are to be performed (the "Standard of Care").
- c. **Timeliness of Performance.** Engineer shall perform the services hereunder with due and reasonable diligence consistent with the Standard of Care.
- d. **Client Objection to Personnel.** If at any time after entering into this Agreement Client has a reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Client shall notify Engineer in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Engineer shall promptly propose substitutes to Client. Upon Client's mutual agreement, Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

I. III. COMPENSATION AND PAYMENT TERMS.

- a. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Engineer receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.
- b. **Suspension of Services due to Nonpayment.** It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Engineer of nonpayment, Engineer shall have the right to stop providing the Services and to terminate this Agreement effective immediately.
- c. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.

- d. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Engineer in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or portion thereof not disputed within said thirty (30) day period.
- e. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Engineer and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Engineer with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Engineer's services; (iii) provide access to property owned by Client and or any third party as may be necessary for the performance of Engineer's services for Client; (iv) make prompt payments in response to Engineer's statements; and (v) respond in a timely manner to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

V. TERMINATION. Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Scope of Services being performed by a third party. Following Engineer's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS.

- a. **License to Client.** Upon Engineer's completion of services and receipt of payment in full, Engineer grants to Client a non-exclusive license to possess and use the final drawings and instruments produced in connection with Engineer's performance of the Scope of Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, and proprietary data or processes related to the services performed hereunder are and shall remain the sole and exclusive property of Engineer. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.
- b. **Prohibition Against the Reuse of Deliverables.** Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Engineer and any reuse by Client, or by those who obtain said information from or through Client, without Engineer's written consent, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Engineer's Affiliates").
- c. **Indemnification for Reuse of Deliverables.** To the extent permitted by law, Client agrees to defend, indemnify and hold Engineer and Engineer's Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section V.b. above. Under no circumstances shall delivery of the Deliverables by Engineer to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result

of Client’s unauthorized use or reuse of the Deliverables.

- d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Engineer. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this section by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

To Engineer:
Half Associates, Inc.
 Attn: Legal Department
 1201 North Bowser Road
 Richardson, TX 75081-2275
 Telephone: 214-346-6200
 With copies to legalhelp@half.com

To Client:
City of Montgomery
 Attn: _____

 Tele: _____
 Email: _____

VIII. INSURANCE. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing performance of the services for Client.

IX. DISPUTE RESOLUTION.

- a. **“Dispute”** means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.
- b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- c. **Mediation.** Excluding Disputes related to disputed and/or unpaid invoices which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association (“AAA”). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Engineer. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. **Litigation.** If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to

such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.

- e. **Governing Law and Jurisdiction.** This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in *Montgomery County, Texas*.

X. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in Section XII below are and shall remain the Parties' sole and exclusive remedy with respect to any Dispute. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

XI. AGREED REMEDIES

- a. **No Individual Liability.** In no event shall Engineer's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.
- b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.
- c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.
- d. **Time Limit To Make A Claim.** Client may not assert any claim against Engineer after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

XII. PROJECT ENHANCEMENT/BETTERMENT.

- a. **Betterments.** If a component of the Project is omitted from Engineer's Deliverables due to the breach of this Agreement or negligence of Engineer, Engineer will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Engineer's Deliverables. Notwithstanding the foregoing, Engineer will be responsible only to the extent necessary to place Client in the same position it would have been but for Engineer's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.
- b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by or negligence of Engineer, Engineer will not be liable to Client for any enhancement or upgrade

of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.

- c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT ENGINEER'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO ENGINEER'S BREACH OR NEGLIGENCE.

XIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party.

XIV. WAIVER. Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XV. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. INTEGRATION. This Standard Form of Agreement and the Scope of Services, including fee and schedule, are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by an authorized representative of each Party.

XVII. NO THIRD-PARTY BENEFICIARIES. This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

XVIII. SIGNATORIES. Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF MONTGOMERY, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

SCOPE OF SERVICES

In accordance with Section II of the Agreement for Professional Engineering Services by and between **CITY OF MONTGOMERY, Texas** ("**Client**") and **Halff Associates, Inc.** ("**Engineer**") dated _____ (the "Agreement"), Engineer shall provide the Services set forth below to Client in accordance with this Scope of Services and the Agreement. To the extent this Scope conflicts with the Agreement, the Agreement shall control.

Project Name: Town Creek Wastewater Treatment Plant Expansion to 0.3 MGD

Description of Services: The services for this project include preparation of a preliminary engineering report (PER) and development of construction plans and specifications for the Town Creek Wastewater Treatment Plant (TC WWTP) expansion and associated lift station, located at 307 Liberty Street. Bid phase and construction administration services are also provided. Construction inspection is to be done by others. Other services include surveying, geotechnical engineering, and corrosion protection. The expansion is to be located on the existing site owned by the Client. The existing WWTP on the site was decommissioned several years ago and is deemed beyond repair per a previous study. Although decommissioned, the Client has maintained the existing discharge permit. The design for the 0.3 mgd expansion will anticipate a future expansion to 0.6 mgd capacity total. To accommodate these higher capacities, the City has applied for a permit amendment with the TCEQ. This revised permit is expected to be finalized within the next few weeks. The Client prefers to not have any solids treatment at the TC WWTP. It is envisioned that solids will be temporarily stored on site for periodic trucking off and/or dewatering by a mobile belt filter press. The TC WWTP expansion will generally consist of an activated sludge treatment system with the following unit processes:

- Influent headworks that includes a new lift station (LS) and mechanical screening, as requested by the operational staff. The Client does NOT desire grit removal as part of this project.
- Aeration basins
- Final clarifiers
- Disinfection via liquid chlorine (bleach) and a chlorine contact basin.
- Flow measurement using a Parshall flume.
- Post aeration and structure.
- Electrical, including a natural gas fueled emergency generator.
- Building that houses MCCs and other electrical equipment and has room for a small lab counter with sink and a bathroom with shower (the building will be pre-fabricated).
- Solids treatment will include a digester with a decant pipe (Client plans to periodically bring out a mobile belt press unit to dewater and haul off solids).
- New access road, and limited site fencing modifications where necessary due to deterioration.

NOTE: It is currently assumed that filtration will not be required as part of this phase. The TC WWTP expansion will be designed, however, to include space on the site plan and available head space in the hydraulic profile for possible future disc filters.

- I. Design Management
 - a. Attend Client kick-off meeting and document the Client’s project parameters. Some attendees will attend remotely.
 - b. Initial project site visit
 - c. Meeting to present and review findings of the preliminary engineering report.
 - d. QC meetings at 60% and 90%. Some attendees will attend remotely.
 - e. Project management including preparing monthly status reports and project billings, and management of the design team including sub-consultants.
 - f. Up to 5 periodic status update meetings with the Client.
 - g. Provide quality control in performance of the work.
- II. Preliminary Design
 - a. The TC WWTP expansion will be sized based upon the previously determined parameters for an initial phase of 0.3 mgd average daily flow (ADF), with allowance for a future expansion to

- a total of 0.6 mgd ADF, effluent criteria established by the amended discharge permit, TCEQ design criteria applicable to both 0.3 mgd and 0.6 mgd WWTPs, historical wastewater influent parameters and flow data, and input from Client staff. Peak flows will be based upon historical flow data provided by the Client. It is understood that LS No. 2 at the existing site does NOT have a flow meter, and so peak flows will be estimated from run time data provided by the Client. If this data is insufficient to accurately estimate peak flows, the Engineer may recommend additional steps to better determine peak flows, such as temporary metering at LS No. 2. This would be an Additional Service – not included in this Scope. Historical influent parameters will be provided by the Client and may come from the Stewart Creek WWTP.
- b. Design criteria will be established.
 - c. Evaluate 2 options for treatment process trains and layouts. For both alternatives, the following will be conducted for each:
 - i. Process calculations and equipment sizing.
 - ii. Conceptual level input from Electrical on power supply needs, backup power, etc.
 1. Conduct site visit for a existing condition assessment.
 2. Prepare engineering basis of design for the electrical portion of the project.
 3. Develop preliminary one line diagram and electrical site plan.
 4. Coordinate with the power company.
 5. Confirm instrumentation and remote monitoring designed by the Client.
 6. Prepare OPCC for electrical components, etc.
 7. Include electrical write up in the Preliminary Design Report.
 - iii. Conceptual level input from Structural on concrete basin wall thickness, etc.
 - iv. Preliminary site layouts prepared.
 - v. Preliminary hydraulic profiles and process flow diagrams prepared.
 - vi. Opinions of Probable Construction Costs (OPCCs) will be prepared.
 - d. Preliminarily design the new influent LS. Existing LS is too small/in poor condition and will be abandoned.
 - e. Address scaling up/future expansion.
 - i. Per a previous study, the expansion for the plant has been determined to be another 0.3 mgd treatment train.
 - ii. The Engineer will document what additional TCEQ criteria the larger plant size may now require.
 - iii. This task includes a conceptual look at how to best split flows between the two trains.
 - iv. The task will produce a proposed site plan for the future expansion, including the possibility of sharing some process units between trains, but also ensuring that there is adequate redundancy.
 - f. Incorporate sections, etc. necessary for funding applications.
 - g. Meeting with operation staff and WGA (as identified in the Design Management task above).
 - h. Lay out new access road alignment on preliminary site plan.
 - i. Influent water quality data
 - i. Client will provide influent sampling data from influent of other plant and from auto
 - j. Influent flow data
 - i. The Client will provide influent flow data and/or existing lift station run time information.
 - ii. Conducting a pump draw down test will be considered an Additional Service.
 - k. Odor control will be considered during the preliminary design. It is assumed that no odor control treatments will be included in the detail design phase, but steps to reduce odor generation with the design of the TP WWTP will be identified as part of preliminary design.
 - l. Corrosion protection recommendations will be considered during the preliminary design. These recommendations will be documented in the PER and detailed appropriately in the detailed design plans and specifications.
 - m. Floodplain Assessment –
 - i. Floodplain Mitigation Analysis
If WWTP components are necessary within the FEMA Special Flood Hazard Area, Half will perform a hydraulic no-impact analysis to ensure that the proposed components cause no increase in the Base Flood Elevation (BFE) and recommend, if necessary, any conveyance improvement solutions to mitigate potential impacts. It is assumed that the Town Creek hydrologic and

hydraulic model developed by BGE will be made available and utilized to establish a base conditions model. The TP WWTP facility will be designed to meet TCEQ requirements regarding the floodplain.

- ii. Detention Mitigation Analysis
If an increase in impervious cover on the site is necessary for the expansion of the TP WWTP facility, Engineer will perform a detention mitigation analysis to size the detention mitigation pond, and its necessary components, to ensure no increase in downstream peak flow rates resulting from an increase in impervious cover on the site along with supporting construction drawings.

- iii. Sewer Conveyance Analysis
Halff will provide a sanitary sewer flow hydraulic analysis for the lift station and offsite force main, if necessary, in support of the lift station design.

- n. A Preliminary Engineering Report (PER) will be prepared to document the work done in this task, and the findings and recommendations. The PER will make a final recommendation on the treatment train alternative. The intent of the PER is to provide a basis for producing the design documents for the WWTP construction. The Client and WGA will review the draft report and provide comments to the Engineer. The Engineer will address these comments and finalize the PER. The PER will be developed in accordance with specific Federal grant requirements should it be needed as grant support.

III. Funding Support

- a. The Engineer's team of Funding Resources Specialists will identify potential grant and loan programs to fund the design and construction of a wastewater treatment plant. The team has established relationships with various funding agencies at the local, state, and federal levels. To assist the client's needs, Engineer will develop a list of available funding resources and suggest strategies to enhance the competitiveness of grant or applications by pre-positioning them. The Engineer's Funding Resources team will also offer guidance in understanding the federal procurement process. A summary of the most applicable funding options will be included in the PER.
- b. The Engineer's Funding Resources team will develop up to two grant or loan applications turn-key or offer guidance and support to City staff who choose to apply for funding themselves. These additional services will be incorporated into the proposed service scope if requested by the Client and be conducted on an hourly basis. Should additional funds be needed to complete complex grant applications, Halff will coordinate with the Client for added services.

IV. Survey -

- a. Boundary Survey - perform a boundary survey of the subject tract, which the Engineer will utilize in preparation of surveying and engineering deliverables for the project. The survey will be performed in substantial accordance with TSPS Category 1-B, Condition II requirements. This does not include the preparation of a separate survey map suitable for title insurance purposes or for addressing Schedule B items.
 - i. The Engineer will rely on a title commitment you provide regarding the existence of recorded easements, restrictions, and other matters of record affecting the subject property.
 - ii. The property corners of the subject tract will be recovered and flagged.
 - iii. This proposal does not include research efforts normally performed by a title company.
 - iv. A portion of the boundary is the centerline of Town Creek and will need to be located.
- b. Topographic Survey - perform a topographic survey of a portion of the subject tract, ±4.20 acres. See exhibit "B" below. The following specific services will be provided:
 - i. Aerial or mobile LiDAR and conventional survey methods may be used for data collection.
 - ii. Establish a minimum of two temporary benchmarks based on the City of Montgomery's established benchmarks.
 - iii. Locate above ground visible improvements, including driveway to subject tract commencing at Liberty Street.
 - iv. File a TX811 locate request to mark underground utilities.
 - v. Locate visible above-ground utility locations, either found by our surveyors or located for us by utility companies and/or other agencies.
 - vi. Perform three (3) cross-sections along the creek near the location. See exhibit "B" below.
 - vii. Provide spot elevations at center point of manhole covers and access vaults.
 - viii. Provide invert elevation of manhole and elevation of pipe flowlines (if possible).

- ix. Provide location, pipe size, (if possible) and invert elevation of existing storm drain structures.
 - x. Process field collected data for field survey.
 - xi. Perform quality control for survey requirements.
 - xii. Include property ownership and boundary information.
 - xiii. Load 1-foot contour information.
- V. 60% Design
- a. Prepare 60% draft drawings for the TP WWTP.
 - b. Prepare 60% specifications.
 - c. Prepare OPCC
 - d. Electrical
 - i. Provide items a. through c. above.
 - ii. Collaborate with Civil and Structural on the needs for a prefabricated building to be included with the TP WWTP design. Building is assumed to include space for MCCs and electrical equipment, a small lab space with sink, and a bathroom with shower.
 - iii. Prepare draft plan sheet(s) and specification(s) for desired instrumentation and remote monitoring. Final design will be contingent upon the Client approving the remote monitoring proposed.
 - e. Structural
 - i. Provide items a. through c. above.
 - ii. Collaborate with Civil and Electrical on the needs for a prefabricated building to be included with the TP WWTP design. Building is assumed to include space for MCCs and electrical equipment, a small lab space with sink, and a bathroom with shower.
 - iii. Prepare draft plan sheet(s) and specification(s) for desired concrete basins and other structural designs.
- VI. Final Design
- a. Prepare 90% draft drawings.
 - b. Prepare 90% specifications.
 - i. WGA will provide the Division 00 and Division 01 specifications.
 - c. Update OPCC.
 - d. Issue 90% review set to the Client to review. Review comments will be addressed in the 100% set.
 - e. Prepare 100% draft drawings.
 - f. Prepare 100% specifications.
 - i. WGA will provide the Division 00 and Division 01 specifications.
 - g. Update OPCC.
- VII. Bid Phase
- a. Client will provide and conduct Bid Phase services for this project. Halfff will assist on an as needed basis at the Client's discretion, up to the not to exceed amount in the Contract. Potential services may include these items, as required by the Client, on an hourly basis.
 - i. Prepare advertisement for Bid.
 - ii. Distribute plans to prospective bidders, and Maintain a Plan Holders list,
 - iii. Conduct Pre-Bid meeting,
 - iv. Respond to requests for clarifications, as required,
 - v. Prepare Addendums as required,
 - vi. Conduct Bid opening,
 - vii. Prepare Bid tabulation and issue a Certified Bid Tab,
 - viii. Evaluate bids and provide project award recommendation memo,
 - ix. Execute Contract documents,
- VIII. Construction Administration and Closeout
- a. Client will conduct the Pre-Construction Meeting. Halfff will not attend,
 - b. Review Submittals,
 - c. assume a maximum of 20 submittals,
 - i. additional submittals will be considered as additional services,
 - d. Respond to Requests for Information (RFIs),
 - e. Conduct three site visits over the construction duration,
 - f. NOTE: Full-time inspection services are to be conducted by others.

- g. Client will hold monthly Status Meetings. Half will not attend,
 - h. Client will review and recommend Contractor's Monthly Application for Payment,
 - i. Client will prepare and Execute Construction Change Orders, as required,
 - j. Client will issue Certificate of Substantial Completion, and,
 - k. Client will perform a final inspection and prepare a final punch list for Contractor's completion, Half will not participate in the inspection.
- IX. Geotechnical Investigation
- a. Conduct field exploration consisting of 4 fifty (50) foot deep borings and 3 thirty (30) feet borings at locations distributed across the existing WWTP site.
 - b. Laboratory testing will be performed on the bores conducted, including water content, unit dry weight, Atterberg limits, % passing the No. 200 sieve, and unconfined compressive strength.
 - c. Engineering and project delivery that includes a report consisting of boring log data, stratification, groundwater levels, site exploration plan, subsurface exploration procedures, description of subsurface conditions, earthwork recommendations, demolition considerations, seismic site classification, recommended structural engineering design parameters, estimated settlement, recommendations for floor slabs, excavation and groundwater control, uplift and lateral earth pressure recommendations, and recommended pavement parameters.
- X. Corrosion Protection
- a. Prepare and include corrosion protection related specifications and notes/call outs on the plans.
- XI. Cost Estimation - Provide Opinion of Probable Construction Costs (OPCC)
- a. OPCC will follow Master Format WBS.
 - b. OPCC Report will be in PDF Format
 - c. Provide OPCC at Following stages:
 - i. Preliminary Design:
 - 1. Provide OPCC on two proposed alternatives.
 - 2. Review OPCC with design team and Client.
 - 3. OPCC will be ACEE Class IV.
 - ii. 60% design –
 - 1. Provide OPCC on selected Alternative.
 - 2. Review OPCC with design team and Client.
 - 3. OPCC will be ACEE Class III.
 - iii. 90% design –
 - 1. Update OPCC
 - 2. Review OPCC with design team and Client.
 - 3. OPCC will be ACEE Class II.
 - iv. 100% design -
 - 1. Update OPCC.
 - 2. Review OPCC with design team and Client.
 - 3. OPCC will be ACEE Class II.

Services Not Included in this Contract. Services not provided for herein and not generally associated with a project of this type will be paid for under an amendment to this Agreement and for an additional fee. The following list some specific services not included in this Contract:

- Water Quality sampling or analysis
- TCEQ discharge permitting services
- TWDB financing application or utilization/management, except as included in the Basic Services.
- Multiple bid packages beyond one construction package bid and one equipment
- pre-selection bid
- Potable water service to the site
- Electrical service to the site
- Effluent discharge location off site
- Odor Control Facilities/Systems analysis and design

- Environmental coordination, protection, permitting, or other Environmental
- Services, except as included in the Basic Services
- FDP and FEMA permitting for any floodplain filling
- USACE permitting (wetlands, 404, etc.)
- Right of Entry Coordination in addition to mailed letters to property owners
- Tree Survey
- Easement or land acquisition
- Platting
- Site visits or meetings more than number specified
- SUE
- Design for an on-site constructed building
- Construction inspection services
- Design of storm drain facilities
- Design of facilities off-site.
- SCADA design or integration services.
- Design of plant capacity beyond 0.3 mgd.
- Construction services beyond the assumed construction duration.

Compensation/Fees/Costs/Reimbursement:

I. Basic Services Fees – the Basic Fees for the services described herein includes printing, direct costs and computer charges normally associated with production of these services.

a. Lump Sum Fees: The basis of compensation for Basic Fee Lump Sum services shall be as follows:

- I. \$54,700 for Design Management
- II. \$171,200 for Preliminary Design
- V. \$190,100 for 60% Design
- VI. \$258,900 for Final Design

Items shown above will be billed lump sum monthly based on percent completion of the design tasks and may include partial payments of the total amounts designated for each of the items. Basic Services Lump Sum Fees total **\$674,900**. Cost Estimation Services (Item XI) are included in the Basic Services Lump Sum costs shown above.

b. Hourly Fees: The basis of compensation for Basic Services Hourly Fees shall be as follows with the listed not-to-exceed fee amounts:

- VII. \$19,400 for Bid Phase
- VIII. \$54,000 Construction Phase Services

Items shown above will be billed on an hourly basis after written direction from the Client to perform them. Basic Services Hourly Fee costs shall not exceed a total of **\$73,400**.

II. Special Services – The maximum not-to-exceed fee for the Special Services as described herein shall be **\$82,900** which includes printing, direct costs and computer charges normally associated with production of these services. The basis of compensation for Special Services shall be lump sum. The following table summarizes the special services fees.

- III. \$37,400 for Funding Support
- IV. \$14,300 for Surveying
- IX. \$26,600 for Geotechnical Investigations
- X. \$4,600 for Corrosion Protection

III. Miscellaneous Services – The fee for additional services not provided herein will be negotiated based on the scope of work and included in a contract amendment.

a. If the Client determines that the Engineer shall prepare any additional grant applications beyond one is allotted above, that service will be performed on an hourly basis at \$155/hour.

The Total Maximum Fee for all services, excluding Miscellaneous Services, is **\$831,200**.

Schedule:

- A. Completion of Preliminary Design: 90 calendar days from date of notice to proceed
- B. Completion/furnishing of 60% construction package plans, specifications, bid quantities, and construction cost estimate: 90 calendar days from date of Completion of Preliminary Design.
- B. Completion/furnishing of 90% construction package plans, specifications, bid quantities, and construction cost estimate: 120 calendar days from date of Completion of 60% Design.
- F. Completion/furnishing of 100% construction package plans, specifications, bid quantities, and construction cost estimate: 30 calendar days from date of Completion of 90% Design
- G. Bidding services: 40 calendar days from Town’s approval of final plans.
- H. Construction services: In accordance with construction schedule. This scope of work assumes a

construction schedule of 365 calendar days.

I. Closure: 30 calendar days from the date of construction completion.

Deliverables:

- Preliminary Engineering Report
- Design plans, specifications and OPCC at 60%, 90% and 100% milestones
- Record drawings

Service Contacts:

Half Associates, Inc.

Contact Name: Preston Dillard _____

Primary Office Address for Contact: _____ Fort Worth, Texas _____

Telephone: _____ 817.764.7504 _____

Email: _____ pdillard@half.com _____

CITY OF MONTGOMERY

Contact Name: _____

Primary Office Address for Contact: _____

Telephone: _____

Email: _____

Montgomery City Council
AGENDA REPORT

| | |
|---------------------------------------|-----------------------------|
| Meeting Date: January 28, 2025 | Budgeted Amount: N/A |
| Department: Administration | Prepared By: WGA |

Subject

Consideration and possible action on approval of the Final Plat for Montgomery Bend Section 3 (Dev. No. 2203).

Recommendation

WGA recommends approval of the Montgomery Bend Section 3 Final Plat as submitted.

Discussion

The engineer’s memo is attached.

The section includes 85 single family lots and 2 reserves. Section 3 is the 3 of 4 sections to constructed with the Montgomery Bend Subdivision which has a total of 309 proposed homes. The plat being considered includes the following variances, outlined in (1) the executed Developer Agreement, which was approved on September 13, 2022 by City Council, and (2) the variance application approved by City Council on February 14, 2023.

- Side Lots: Minimum side yard measured from the building line to the property line to be 5’.
- Lot Size: Minimum size of the residential lots shall have 45’ lot widths, 120’ lot depths, and a lot area of 5,400sf.

The Section is subject to advanced payment impact fees, as outlined in the executed Development Agreement. The water and wastewater impact fees being assessed for the development would be \$172,805 and \$165,835 respectively.

The final plat was approved by the Planning & Zoning Commission on December 3, 2024.

Approved By

| | | |
|--|-----------------|------------------|
| City Secretary & Director of Administrative Services | Ruby Beaven | Date: 01/24/2025 |
| Interim City Administrator & Chief of Police | Anthony Solomon | Date: 01/22/2025 |



November 26, 2024

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

Re: Submission of Final Plat
 Montgomery Bend Section 3 (Dev. No. 2203)
 City of Montgomery

Dear Commission:

We reviewed the Final Plat submission for Montgomery Bend Section 3, owned by Pulte Homes of Texas, LP ("the Owner"), on behalf of the City of Montgomery. The Owner has requested platting of the tract for the development of 85 single-family residential lots and 2 reserves.

As a reminder, this development includes 309 total single-family residential lots with a mix of 45' and 55' lots widths. The Final Plat submitted for approval include the following variances, as approved in the Development Agreement dated September 13, 2022 and the variances approved by City Council on February 14, 2023.

- Side Lots: Minimum side yard measured from the building line to the property line to be 5'.
- Lot Size: Minimum size of the residential lots shall have 45' lot widths, 120' lot depths, and a lot area of 5,400sf.

Our review was based on The City of Montgomery's Code of Ordinances, Chapter 78, Section 60 and any other applicable chapters. We offer no objection to the plat and recommend the Commission approve the plat as submitted.

The water and wastewater impact fees being assessed for the development would be \$172,805 and \$165,835 respectively.

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

Sincerely,

Katherine Vu, PE, CFM
 City Engineer

KV/zlgt

Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2024\2024.03.25 MEMO to P&Z RE Montgomery Bend Section 2 Final Plat.docx

Submission of Final Plat
Montgomery Bend, Section 3 (Dev. No. 2203)
November 26, 2024

Enclosures: Final Plat – Montgomery Bend Section 3
Cc (via email): The Honorable Mayor and City Council – The City of Montgomery
Mr. Anthony Solomon – City of Montgomery, Interim City Administrator
Ms. Ruby Beaven – City of Montgomery, City Secretary
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Ms. Amanda Gonzalez, PE – Elevation Land Solutions

Montgomery City Council
AGENDA REPORT

| | |
|---------------------------------------|-----------------------------|
| Meeting Date: January 28, 2025 | Budgeted Amount: N/A |
| Department: Administration | Prepared By: WGA |

Subject

Consideration and possible action on acceptance of a Utility and Economic Feasibility Study for the BCS Capital Commercial and Multi-Family Tract (Dev. No. 2415).

Recommendation

WGA recommends that the City accept the findings in the Feasibility Study, as presented.

Discussion

The Engineer’s Memo is attached.

The proposed development falls on a 32-acre tract, directly behind Ransom’s Steakhouse. The Developer is proposing a mixed-use development consisting of multi-family and commercial pads. The subject tract is currently zoned both PD – Planned Development, and B – Commercial, and would require rezoning and approval from the Buffalo Springs Architectural Advisory Committee prior to receiving service. The proposed development would also be subject to impact fees for the required public utility extensions related to the project.

The acceptance of the Feasibility Study does not bind the City to any agreement or obligations to development. The study only outlines the infrastructure improvements, estimated costs, and other general requirements the Developer would be subject to in order to move forward. All terms of the Development would be outlined in a separate Development Agreement, should both parties want to move forward.

Approved By

| | | |
|--|-----------------|------------------|
| City Secretary & Director of Administrative Services | Ruby Beaven | Date: 01/24/2025 |
| Interim City Administrator & Chief of Police | Anthony Solomon | Date: 01/22/2025 |



Montgomery Police Department

Chief: Anthony Solomon



Activity Report

January 1, 2024 – December 31, 2024

Patrol Division

| | | |
|---------------------|---|------|
| • Calls for Service | - | 1061 |
| • Citations Issued | - | 1755 |
| • Warnings Issued | - | 3975 |
| • Total Reports | - | 452 |
| • Arrests | - | 140 |
| • Accidents | - | 147 |

Investigation Division

Total number of assigned cases to C.I.D. for the year: 73

Goals and Objectives for 2024

As a police department, each year we identify objectives and set goals that will help us strengthen our law enforcement skills and achieve career advancement. Goal setting also allows us to improve our work performance and connect with our colleagues and the community as a department.

Below are a list of goals and objectives we wanted to focus on and that we think would foster an officer’s professional growth. These are goals that help our police officers pursue their career goals while benefitting the community.

1. Community Engagement.

This year we launched the Take Me Home program. This provides our agency and other local agencies with information about communicating with individuals who are at risk of wandering off and may have difficulty communicating due to developmental or cognitive disability.

2. Performance Evaluation Improvement.

At the end of each year, every employee is given a performance evaluation that provides them with critiques about what they’re doing well and goals for improvement. This year, we made changes to the annual evaluation and performance form. The changes will help supervisors evaluate the performance of each officer and supervisor more thoroughly.

3. Create a team-oriented work environment.

An important part of a police officer's role involves collaborating with other officers to protect a community. To ensure the safety of police officers, it's essential that they trust each other while performing law enforcement procedures. We set goals to create a team-oriented work environment, which helps our team members rely on one another

and contribute effectively to the team. To achieve this goal, we conducted team-building exercises that were aimed at helping our team members build healthy relationships, which also helped foster trust and improve communication.

4. New Officer Mentoring.

Our mentor program is proving to be a valuable tool in the mentoring of new officers helping them build their skills and grow their confidence. This also provides the new officers with valuable insight into the position's requirements and leadership expectations. This year, we took a long look at our FTO (field training officer) program and made some significant updates that will teach officers to become problem solvers and not officers who just show up at a scene and take a report.

5. Teach the community about law enforcement.

This is a goal for each year that involves teaching the community about law enforcement. Each year, we hold our Citizens Police Academy, our CERT (Citizen's Emergency Response Team) training and educate the community on crime prevention. Through these programs, we can share the importance of law enforcement, standard police procedures and show how to use police equipment. It's useful for the community to have an awareness of law enforcement since they may encounter police officers throughout their daily lives. We again had a very successful Citizens Police Academy

6. Improve police department resources.

Expanding our police department's resources so that our team may serve the community more effectively is a yearly goal of ours. First, we reviewed the resources that our department currently has which helped us to identify our needs. Once we have identified the need, we look at applying for grants to expand our department's budget, and allow us to purchase new equipment, such as vehicles or safety gear. We also look at the use of grants to hire more officers, which would expand our police force and allow for a safer community. In December 2024, we were awarded the Body Worn Camera Grant through the Governor's Office. The funds from this will be used toward replacing our outdated body worn camera system.

We, as a department, are both thankful and grateful that working with city officials to discuss getting access to updated equipment and training has been a success and we can account for the working and use of all equipment. In 2024, City Council and voters approved the creation of a Crime Control and Prevention District (CCPD). This will be a huge win for both the police department and the city as it pertains to the budget.

“We all need people who will give us feedback. That’s how we improve. “ – Bill Gates.



Montgomery Police Department
101 Old Plantersville Rd.
Montgomery, TX 77316
 936-597-6866
montgomerytexas.gov/police



Chief: Anthony Solomon

2024 Annual Training Report

Certificates:

Master Peace Officer — Sgt. Mcrae
 Advanced Peace Officer — Officer Jones and Officer Mayhugh
 Intermediate Peace Officer — Officer Galindo
 Basic Peace Officer — Officer Pagan and Officer Knippa
 Peace Officer — Officer Dowsett

PD hosted LE Training:

Taser Instructor
 Taser User
 Pepperball
 Less Lethal Shotgun
 Response to Threat (defense Tactics)
 Stop Stick User
 SFST Refresher
 Red Dot Handgun
 CPR/AED
 Stop the Bleed

Specialized Training/Titles Earned by Officers:

Professional Standards / Internal Investigations — Lt. Belmares
 Red Dot Handgun Instructor — Sgt. Voytko
 Breath Test Operator — Sgt. Hernandez
 Mental Health Peace Officer — Sgt. Hernandez
 Mental Health Peace Officer — Sgt. Graves
 New Supervisor's Course — Sgt. Graves
 Forensic Photography — Officer D. Jones
 Leadership for Field Training Officers — Officer D. Jones
 Basic Property Technician — Officer D. Jones
 Defense Tactics Instructor — Officer Mayhugh
 Advanced Field Training Officer — Officer Mayhugh
 Unmanned Aircraft/Drone Pilot — Officer Galindo

2024 Annual Training Report contd.

Training totals for calendar year 2024:

| | |
|----------------------|-----|
| Chief Solomon | 0 |
| Lt. Belmares | 85 |
| Sgt. Voytko | 101 |
| Sgt. Hernandez | 120 |
| Sgt. Bauer | 114 |
| Sgt. Mcrae | 117 |
| Sgt. Graves | 101 |
| Officer C. Gutierrez | 87 |
| Officer B. Gutierrez | 112 |
| Officer D. Jones | 183 |
| Officer Mayhugh | 115 |
| Officer Galindo | 107 |
| Officer Knippa | 259 |
| Officer Pagan | 64 |
| Officer S. Jones | 212 |
| Officer Dowsett | 22 |

Total Training Hours: 1,799

Average per officer: 112.43

*Above reflects total training received by each Officer for the calendar year or since Officers' start date with MPD, whichever is most recent. It does not include any training provided to former employees while employed with MPD.



Montgomery Police Department
101 Old Plantersville Rd.
Montgomery, TX 77316
936-597-6866
montgomerytexas.gov/police



Chief: Anthony Solomon

2024 Event Security Report

Number of Events requiring PD security: 11 Events
(Each Events had a full ICS/Ops Plan)

Event list:

| | |
|---------------------------|-----------------------|
| Gran Fondo Bike Race | 8 Officers |
| Christmas Parade | 24 Officers |
| Freedom Fest | 10 Officers |
| Trick or Treat Montgomery | 6 Officers |
| Faith & Blue | 16 Officers |
| Street Dance (3) | 2 Officers each event |
| Ruck for Veterans | 3 Officers |
| Montgomery Snow Party | 2 Officers |
| Easter Car Hop | 1 Officer |

Total number of Officers paid for events in 2024 76 Officers



City of Montgomery
Code Enforcement
 936-597-7662
 ctilley@ci.montgomery.tx.us



Code Enforcement
2024 Annual Report

Mission: To uphold and enforce the Code of Ordinances established and adopted by the City Council to ensure the health, safety, and welfare of residents, property owners, business owners, and visitors by investigating and inspecting public or private locations for compliance through proactive, prompt, and reasonable enforcement of the codes. Code Enforcement emphasizes achieving voluntary code compliance by educating the public via clear and open communication and cooperation.

Cases:

| | | | |
|------------------------------|----|-----------------------|----|
| Abandoned Vehicle | 5 | Open Records Request | 6 |
| Animals | 4 | Outdoor Burning | 1 |
| Building Regulations | 41 | Oversized vehicles | 12 |
| Code Review | 4 | Parking; On-street | 5 |
| Development | 21 | Rubbish and Debris | 10 |
| Erosion and sediment control | 9 | Signs | 48 |
| Events | 4 | Stormwater Management | 3 |
| Follow-up | 2 | Streets | 1 |
| Golf Carts inquiry | 1 | TABC | 1 |
| Home Occupation | 1 | Traffic | 2 |
| Illegal Dumping | 5 | Traffic Hazard | 12 |
| Information | 49 | Training Conference | 1 |
| Junked Vehicles | 3 | Unpermitted work | 2 |
| Noise | 16 | Utilities | 4 |
| Nuisance | 25 | Vendors | 3 |
| Observation | 4 | Weeds and Grass | 14 |
| Open Door | 1 | Wrecker Services | 8 |

Reportees:

| | |
|-------------------|-----|
| Citizen | 169 |
| City Council | 5 |
| Internal | 34 |
| MPD | 22 |
| Officer Initiated | 96 |
| Other agency | 2 |

Notice of Violation issued: 3

Ordinance/Code projects:

Objective 1: Submit a proposal recommending modifications to the city code of ordinances to ensure clarity, alleviate conflicts, diminish inconsistencies, and conform to state laws.

Objective 2: Educate the public regarding the code of ordinances.

Ordinance(s) updated:

Added to Chapter 62; Article IV Sex Offender Residency Restrictions

Delivered code enforcement presentation for MPD Citizens Police Academy

Training received: 44.5 hours



101 OLD PLANTERSVILLE ROAD, MONTGOMERY, TEXAS 77316

Telephone: (936) 597-6434

Public Works Department

Monthly Report for October 2024

Water

- 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.
- Completed 17 work orders for activate/deactivate service.
- Completed 5 work orders for endpoint maintenance issues.
- Completed 17 work orders for water leaks.
- Completed 12 work orders for miscellaneous water issues.
- Completed 18 work orders for water taps.
- Trimmed and removed limbs around Well #2 GST.
- Repaired leaks on Ruby Bend, Eva, College, Caroline, MLK, Clepper, and FM1097 created by contractors.
- Repaired blowoff damaged by contractor on Eva at Prairie.
- Discussed questions and concerns with residents on Old Plantersville Road, Liberty, Racetrack, College, Villa Lane, Lawson, and Terra Vista Circle.
- Replaced meter box lid on Powell Circle.
- Replaced meter box on College due to vehicle damage.
- Backfilled hole at blowoff in front of Hodge Podge Lodge. Installed new street grade meter box.
- Replaced 2-meter boxes on Peninsula Point.
- Moved meter for builder on Peninsula Point and Little Dog.
- Raised meter box and replaced damaged lid on Dina Lane.

Wastewater

- Completed 15 work orders for sewer taps.
- Completed 1 work order for sewer-stop up.
- Assisted business owner with sewer issue due to rain inside complex.
- Removed the 2" extension rings and regouted manhole lid on Little Dog.
- Moved sewer tap on Peninsula Point.
- Repaired sewer leak on MLK and Liberty.
- Removed manhole ring on Eva.
- Removed grease clump from flow line in manhole near FM149 and Flagship.
- Removed temporary 2" bypass at Lift Station #14 on Peninsula Point.



Streets/Drainage/ROW

- Completed 9 work orders for Street ROW – Ditch/Drainage.
- Completed daily utility locates as necessary.
- Completed daily removal of bandit signs as necessary.
- Completed items for weed patrol.
- Replaced damaged 30 MPH sign on Buffalo Springs Dr.
- Replaced 30 mph sign and pole across from Waterstone.
- Re-installed stop sign at FM1097 and Buffalo Springs.
- Remove rip rap, fill in with dirt and sod on Berkley.
- Replace existing culvert with new 18” RCP on Simonton.
- Created trench for drainage on MLK.
- As requested by resident, reviewed ROW on MLK, Baja, Community Center Drive for overgrowth and additional maintenance.
- Installed new light pole next to Community Center stage.
- Cut back brush obstructing the view for vehicles leaving the bus barn on FM149.
- Flail mowed around fire hydrant on Hwy 105.
- Replaced stop sign pole on Houston at Caroline.
- Fill in pothole in the Lincoln Elementary car rider line on MLK.

Building/Facility/Vehicle/Equipment Maintenance

- 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.
- Completed weekly pre-trip inspections of crew trucks.
- Completed monthly check of all irrigation systems and made repairs as necessary.
- Completed 10 work orders for general-City Hall maintenance.
- Changed all AC filters at all facilities.
- Watered plants along north wall of Community Center.
- Assembled new chairs for the Event Coordinator, and administration at City Hall.
- Repaired cabinet door for Utility Billing office.
- Cleaned out administration kitchen sink trap.
- Ran coaxial cable from gate to the PW office.
- Oil and filter change on PW2001.
- Annual state Inspection on PW1701.
- Replaced battery on PW1801.
- Mowed and weeded along bypass bump on FM 1097.
- Repaired toilet at PW shop.

Parks/Recreation

- Posted all park reservation notices.
- Completed 32 work orders for maintenance-parks issues.
- M/W/F cleaning of all restrooms and grounds.
- Fernland docents reported 752 visitors and provided 70 tours for the month.
- Repaired toilet in Women’s restroom at Cedar Brake Park.
- Trimmed and removed low limbs at parks.
- Replaced furniture following removal of holiday decorations at Fernland Historical Park.
- Rehung curtains in the Arnold Simonton House bedroom and re-attached the handle to a drawer on the office desk. Replaced a piece of molding from the front porch of the Hulon House. Hung mirror in the Hulon House living room.
- Pressure washed pergola at Memory Park.
- Delivered and retrieved trailer to Memory Park for Lake Conroe Rotary Club workday.
- Repaired irrigation system leak at Memory Park including flow sensor.



- Backfilled irrigation line near Memory Park stairs and pond.

General

- Attended weekly Leadership Team meetings.
- Completed 7 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.
- Assisted Kristen M. with Movie Night preparation, showing, and cleanup.
- Distributed and removed barricades, cleanup following PD's Faith and Blue event.
- Delivered and retrieved barricades and pedestrian signs for weekly Sip N Stroll.
- Displayed and removed quilts, barricades, and pedestrian signs for Quilt Walk.
- Delivered and removed barricades and pedestrian signs for Trick or Treat.
- Delivered and retrieved chairs for the Historical Society Award Ceremony.
- Treated city first responders to Chili at PW yard for First Responders Day.
- Removed dead possum on Abner Lane.
- Attended weekly SH105 Coordination meetings.
- Attended Trick or Treat Meeting.
- Participated in Into & Website Review – EFM & City of Montgomery PW meeting.
- Gave tour of city facilities for Event Coordinator.





101 OLD PLANTERSVILLE ROAD, MONTGOMERY, TEXAS 77316

Telephone: (936) 597-6434

Public Works Department

Monthly Report for November 2024

Water

- 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.
- Completed 11 work orders for activate/deactivate service.
- Completed 2 work orders for endpoint maintenance issues.
- Completed 6 work orders for water leaks.
- Completed 5 work orders for miscellaneous water issues.
- Completed 21 work orders for water taps.
- Replaced battery for generator at Water Well #2.
- Cut up and hauled off limb by GST at Water Well #2.
- Repaired 6" water main boring contractor damaged on Eva.
- Repaired leak on Liberty and Little Dog.
- Replaced two-meter boxes on Longhorn Run and one on Peninsula Point.
- Assisted resident on McCown locate and turn off meter for leak repair.

Wastewater

- Completed 21 work orders for sewer taps.
- Install wire for gate antenna through fence rungs, verify barb wire around WWTP#2 is free of vines and straight. Check outlet grating for obstructions.

Streets/Drainage/ROW

- Completed 1 work orders for Street ROW – Ditch/Drainage.
- Completed daily utility locates as necessary.
- Completed daily removal of bandit signs as necessary.
- Completed items for weed patrol.
- Replaced stop sign pole on Old Plantersville at Huffman.
- Installed "No Outlet" sign for the road leading to the water well #5. Replaced sign for dead end of Stewart.
- Removed debris including leaves, twigs, and trash from ditches on Baja, McGinnis, and MLK.
- Removed large portion of tire from roadway on MLK.
- Scrape loose asphalt from the roadway north of Lonestar Parkway on Buffalo Springs.
- Re-installed "Sign ahead" sign north of Lonestar Parkway and Buffalo Springs due to accident.

PUBLIC WORKS

FIRST RESPONDER

Building/Facility/Vehicle/Equipment Maintenance

- 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.
- Completed weekly pre-trip inspections of crew trucks.
- Completed monthly check of all irrigation systems and made repairs as necessary.
- Completed 6 work orders for general-City Hall maintenance.
- Replaced window unit in kitchen at the Community Center.
- Refilled the generators at Water Plant #2 and #3, Lift Stations 1, 2 and 6.
- Replaced security light at back of the City Hall building near the Police Dept. door.
- Decorated City Hall and historic downtown Montgomery for the holidays.
- Built, wrapped, and decorated Christmas trees at the Community Center.
- Inspected all AEDs at City Hall and PW crew trucks.
- Assembled lateral 5-drawer file cabinet for Finance Director.
- Removed and hauled off large limb at 213 Prairie.
- Verified all electrical outlets are working at Community Center, stage, and light poles downtown.
- Retrieved and returned large monitor and speaker setup from City Hall and set up at Community Center including cooler of water.
- Cleared rain gutters at the PW office.
- Charged all LED road flare kits.
- Replaced brake-light bulb on backhoe.

Parks/Recreation

- Posted all park reservation notices.
- Completed 33 work orders for maintenance-parks issues.
- M/W/F cleaning of all restrooms and grounds.
- Fernland docents reported 745 visitors and provided 79 tours for the month.
- Decorated Cedar Brake Park for the holidays by installing lights on poles, erect Christmas trees, and wrapped trees with lights.
- Replaced Cedar Brake Park fountain GFI.
- Replaced window glass and warped board near front door of Fernland's Crane Cabin.
- Treated the ant mounds at Cedar Brake Park and Fernland.
- Replaced the deck board on the back porch of the Fernland's Jardine Cabin.
- Delivered 2 loads of dirt and dump trailer to Memory Park for Lake Conroe Rotary Club workday.
- Treated ant mounds throughout Cedar Brake Park per resident request.

General

- Attended weekly Leadership Team meetings.
- Completed 10 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.
- Dropped off and removed barricades and pedestrian signs for Lone Star Street Dance.
- Dropped off and removed barricades and pedestrian signs for weekly Sip N Stroll.
- Delivered Christmas tree to library on November 15, 2024.
- Delivered barricades and pedestrian signs, maintained trash, and assisted Event Coordinator with Christmas events including Christmas Parade, Light up the Park, and Snow Party.
- Removed dead animal from street at the corner of MLK and Liberty.
- Completed trial run Movie Night with Event Coordinator.
- Confirmed Welcome Flag lights are working properly.
- Attended Everbridge meetings.



- Met with Knapheide representative regarding PW fleet.
- Attended SH 105 – CSJ 0338-02-032 Utility in ROW Exception meeting.
- Attended construction completion inspection of sanitary sewer rehab phase II/00654-011-00 meeting onsite.
- Attended SH 105-CSJ 0338-02-032 Weekly Coordination meeting to resolve conflicting existing infrastructure with TxDOT’s proposed work planned.
- Attended Evergreen focus groups.





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Public Works Department

Monthly Report for December 2025

Water

- 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.
- Completed 8 work orders for activate/deactivate service.
- Completed 1 work order for endpoint maintenance issues.
- Completed 6 work orders for water leaks.
- Completed 5 work orders for miscellaneous water issues.
- Completed 13 work orders for water taps.
- Located and raised "A" boxes in front of Montgomery Bend pavilion on Ruby Bend.
- Replaced broken meter box on Peninsula Point.
- Replaced broken meter box, damaged register, and missing endpoint on Terra Vista Circle.
- Replaced endpoint and register on Terra Vista Circle and endpoint on Waterstone, Brocks Lane, Powell Circle, Dudley, and Abner.
- Began winterizing blow off list.
- Raised meter box on Dina Lane and Ruby Bend.

Wastewater

- Completed 13 work order for sewer taps.
- Repaired leak on force main damaged by boring contractor on Lonestar Parkway.
- Capped off cleanout outside Lonestar Estates.
- Installed entry boot on sewer cleanout on Dina Lane.

Streets/Drainage/ROW

- Completed 2 work orders for Street ROW – Ditch/Drainage.
- Completed daily utility locates as necessary.
- Completed daily removal of bandit signs as necessary.
- Completed items for weed patrol.
- Checked for low hanging wires and limbs for the Christmas parade bus route.
- Cleaned out storm inlet on Houston St and Caroline.
- Repaired stop sign on Town Creek Crossing.
- Reinstall street sign on Town Creek Crossing and Little Dog due to wind.
- Remove debris including leaves, twigs, and trash from ditches on Baja, McGinnis, and MLK.
- Excavated additional drainage on MLK and McGinnis.



- Relocated speed bump sign to original location on Old Plantersville Road north of the train tracks.
- Checked storm inlets throughout the city.
- Filled pothole at Waterstone entrance and exit; in northbound lane of Buffalo Springs at CB Stewart; southbound lane of Lonestar Parkway; and CB Stewart at Clepper.
- Outsourced repair to raise concrete slab sidewalk on Scenic Hills due to equipment needed for the project.

Building/Facility/Vehicle/Equipment Maintenance

- 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.
- Completed weekly pre-trip inspections of crew trucks.
- Completed monthly check of all irrigation systems and made repairs as necessary.
- Completed 15 work orders for general-City Hall maintenance.
- Set up and attended Heavy Trash event. Once completed, removed signage and returned backhoe to PW yard.
- Delivered and removed barricades, set up two pedestrian signs at Liberty and College and turned on the breaker to the stage for the weekly Sip and Stroll events.
- Moved 2 steel bookshelves in the City Secretary's office to Code Enforcement Officer's office and removed the broken small black filing cabinet.
- Swapped the desk in the City Secretary's office with the desk in the Deputy City Secretary's office and switched drawer slides.
- Determined which lights in City Hall Administration offices need to be changed and/or modified.
- Moved the credenza in the City Administrator's office to the City Secretary's office.
- Repaired leak at base of toilet in women's restroom at City Hall.
- Raised desk for PD.
- Assisted Event Coordinator with the setup tables for the Christmas Party.
- Replaced drawer rails in City Secretary's office.
- Relocated visual aid boards and furniture for the Code Enforcement Office.
- Repaired locks to back doors on the Community Center.
- Straightened up dirt pile at WWTP#1 and returned backhoe to the PW yard.
- Cleaned and organized PW shop including tools and sheds.
- Cleaned tools at PW shop.
- Straightened up yard roadways at PW yard.
- Repaired toilet leak in Community Center bathroom.
- Completed inspection of PW1801.
- Replaced windshield wipers on PW1801 and PW2001.
- Greased all equipment at PW yard.
- Picked up asphalt from vendor for street repairs.

Parks/Recreation

- Posted all park reservation notices.
- Completed 30 work orders for maintenance-parks issues.
- M/W/F cleaning of all restrooms and grounds.
- Fernland docents reported 623 visitors and provided 48 tours for the month.
- Test light poles and decorations are working at Cedar Brake Park for Light up the Park.
- Replaced float following drain and clean out at the Cedar Brake Park fountain.
- Cleaned the windows and floors at Fernland Hulon House and Crane Cabin.
- Replaced two deadbolt locks at Fernland's Jardine Cabin.
- Completed decoration of the Fernland facilities for the holidays.



- Repaired wooden door panel, removed excess dirt preventing iron gate from closing in Fernland's blacksmith shop and repaired crack in entry door at Jardine Cabin.
- Delivered and picked up trailer at Memory Park for Lake Conroe Rotary Club

General

- Attended weekly Leadership Team meetings.
- Completed 16 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.
- Lowered flags to half mast to honor former President Jimmy Carter.
- Setup, attended, and returned equipment for our Heavy Trash Weekend.
- Attended weekly SH 105 Coordination meeting.
- Attended 1 Year Warranty Inspection on Flagship Blvd.
- Discussed new uniforms and reinitiating uniform cleaning service with Unifirst.
- Attended TxDOT SH105 Improvements meeting.
- Attended Special Joint Meeting for City Council, Planning & Zoning, and MEDC.





City of Montgomery

Financial Report

As of December 31, 2024



City of Montgomery, TX

Budget Report Group Summary

For Fiscal: 2024-2025 Period Ending: 12/31/2024

| Departmen... | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|--------------------------|-------------------------|---------------------|---------------------|--|----------------------|
| Fund: 100 - General Fund | | | | | | |
| Revenue | | | | | | |
| 00 - Revenue | 6,956,152.00 | 6,956,152.00 | 1,067,180.45 | 2,436,095.72 | -4,520,056.28 | 64.98% |
| Revenue Total: | 6,956,152.00 | 6,956,152.00 | 1,067,180.45 | 2,436,095.72 | -4,520,056.28 | 64.98% |
| Expense | | | | | | |
| 10 - Administration | 2,555,796.00 | 2,555,796.00 | 130,512.51 | 359,137.84 | 2,196,658.16 | 85.95% |
| 11 - Police | 2,707,372.00 | 2,707,372.00 | 174,593.97 | 619,505.76 | 2,087,866.24 | 77.12% |
| 12 - Public Works | 1,184,540.00 | 1,184,540.00 | 89,416.44 | 181,821.91 | 1,002,718.09 | 84.65% |
| 13 - Court | 337,043.00 | 337,043.00 | 26,448.95 | 75,164.91 | 261,878.09 | 77.70% |
| Expense Total: | 6,784,751.00 | 6,784,751.00 | 420,971.87 | 1,235,630.42 | 5,549,120.58 | 81.79% |
| Fund: 100 - General Fund Surplus (Deficit): | 171,401.00 | 171,401.00 | 646,208.58 | 1,200,465.30 | 1,029,064.30 | -600.38% |
| Fund: 150 - Montgomery PID | | | | | | |
| Revenue | | | | | | |
| 00 - Revenue | 46,595.00 | 46,595.00 | 0.00 | 0.00 | -46,595.00 | 100.00% |
| Revenue Total: | 46,595.00 | 46,595.00 | 0.00 | 0.00 | -46,595.00 | 100.00% |
| Expense | | | | | | |
| 15 - Montgomery PID | 45,995.00 | 45,995.00 | 0.00 | 0.00 | 45,995.00 | 100.00% |
| Expense Total: | 45,995.00 | 45,995.00 | 0.00 | 0.00 | 45,995.00 | 100.00% |
| Fund: 150 - Montgomery PID Surplus (Deficit): | 600.00 | 600.00 | 0.00 | 0.00 | -600.00 | 100.00% |
| Fund: 200 - Capital Projects | | | | | | |
| Revenue | | | | | | |
| 00 - Revenue | 0.00 | 0.00 | 35,464.44 | 107,702.56 | 107,702.56 | 0.00% |
| Revenue Total: | 0.00 | 0.00 | 35,464.44 | 107,702.56 | 107,702.56 | 0.00% |
| Expense | | | | | | |
| 20 - Capital Projects | 0.00 | 0.00 | 72,435.01 | 272,631.51 | -272,631.51 | 0.00% |
| Expense Total: | 0.00 | 0.00 | 72,435.01 | 272,631.51 | -272,631.51 | 0.00% |
| Fund: 200 - Capital Projects Surplus (Deficit): | 0.00 | 0.00 | -36,970.57 | -164,928.95 | -164,928.95 | 0.00% |
| Fund: 300 - Water & Sewer | | | | | | |
| Revenue | | | | | | |
| 00 - Revenue | 4,286,753.00 | 4,286,753.00 | 233,141.45 | 806,027.11 | -3,480,725.89 | 81.20% |
| Revenue Total: | 4,286,753.00 | 4,286,753.00 | 233,141.45 | 806,027.11 | -3,480,725.89 | 81.20% |
| Expense | | | | | | |
| 30 - Water & Sewer | 4,286,753.00 | 4,286,753.00 | 239,319.19 | 631,186.92 | 3,655,566.08 | 85.28% |
| Expense Total: | 4,286,753.00 | 4,286,753.00 | 239,319.19 | 631,186.92 | 3,655,566.08 | 85.28% |
| Fund: 300 - Water & Sewer Surplus (Deficit): | 0.00 | 0.00 | -6,177.74 | 174,840.19 | 174,840.19 | 0.00% |
| Fund: 400 - MEDC | | | | | | |
| Revenue | | | | | | |
| 00 - Revenue | 952,000.00 | 952,000.00 | 125,951.69 | 454,912.10 | -497,087.90 | 52.22% |
| Revenue Total: | 952,000.00 | 952,000.00 | 125,951.69 | 454,912.10 | -497,087.90 | 52.22% |
| Expense | | | | | | |
| 40 - MEDC | 931,118.00 | 931,118.00 | 57,843.74 | 130,060.41 | 801,057.59 | 86.03% |
| Expense Total: | 931,118.00 | 931,118.00 | 57,843.74 | 130,060.41 | 801,057.59 | 86.03% |
| Fund: 400 - MEDC Surplus (Deficit): | 20,882.00 | 20,882.00 | 68,107.95 | 324,851.69 | 303,969.69 | -1,455.65% |
| Fund: 500 - Debt Service | | | | | | |
| Revenue | | | | | | |
| 00 - Revenue | 1,167,749.00 | 1,167,749.00 | 241,362.79 | 389,504.51 | -778,244.49 | 66.64% |
| Revenue Total: | 1,167,749.00 | 1,167,749.00 | 241,362.79 | 389,504.51 | -778,244.49 | 66.64% |

Budget Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

| Department... | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|--|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| Expense | | | | | | |
| 50 - Debt Service | 1,159,601.00 | 1,159,601.00 | 0.00 | 0.00 | 1,159,601.00 | 100.00% |
| Expense Total: | 1,159,601.00 | 1,159,601.00 | 0.00 | 0.00 | 1,159,601.00 | 100.00% |
| Fund: 500 - Debt Service Surplus (Deficit): | 8,148.00 | 8,148.00 | 241,362.79 | 389,504.51 | 381,356.51 | -4,680.37% |
| Fund: 700 - Court Security | | | | | | |
| Revenue | | | | | | |
| 00 - Revenue | 7,405.00 | 7,405.00 | 640.94 | 1,823.42 | -5,581.58 | 75.38% |
| Revenue Total: | 7,405.00 | 7,405.00 | 640.94 | 1,823.42 | -5,581.58 | 75.38% |
| Expense | | | | | | |
| 70 - Court Security | 2,300.00 | 2,300.00 | 0.00 | 0.00 | 2,300.00 | 100.00% |
| Expense Total: | 2,300.00 | 2,300.00 | 0.00 | 0.00 | 2,300.00 | 100.00% |
| Fund: 700 - Court Security Surplus (Deficit): | 5,105.00 | 5,105.00 | 640.94 | 1,823.42 | -3,281.58 | 64.28% |
| Fund: 710 - Child Safety | | | | | | |
| Revenue | | | | | | |
| 00 - Revenue | 101.00 | 101.00 | 0.75 | 26.83 | -74.17 | 73.44% |
| Revenue Total: | 101.00 | 101.00 | 0.75 | 26.83 | -74.17 | 73.44% |
| Fund: 710 - Child Safety Total: | 101.00 | 101.00 | 0.75 | 26.83 | -74.17 | 73.44% |
| Fund: 720 - Truancy Prevention | | | | | | |
| Revenue | | | | | | |
| 00 - Revenue | 7,005.00 | 7,005.00 | 626.21 | 1,808.40 | -5,196.60 | 74.18% |
| Revenue Total: | 7,005.00 | 7,005.00 | 626.21 | 1,808.40 | -5,196.60 | 74.18% |
| Fund: 720 - Truancy Prevention Total: | 7,005.00 | 7,005.00 | 626.21 | 1,808.40 | -5,196.60 | 74.18% |
| Fund: 730 - Jury - Local | | | | | | |
| Revenue | | | | | | |
| 00 - Revenue | 126.00 | 126.00 | 11.76 | 34.30 | -91.70 | 72.78% |
| Revenue Total: | 126.00 | 126.00 | 11.76 | 34.30 | -91.70 | 72.78% |
| Fund: 730 - Jury - Local Total: | 126.00 | 126.00 | 11.76 | 34.30 | -91.70 | 72.78% |
| Fund: 750 - Court Technology | | | | | | |
| Revenue | | | | | | |
| 00 - Revenue | 6,090.00 | 6,090.00 | 644.59 | 1,776.54 | -4,313.46 | 70.83% |
| Revenue Total: | 6,090.00 | 6,090.00 | 644.59 | 1,776.54 | -4,313.46 | 70.83% |
| Expense | | | | | | |
| 75 - Court Technology | 1,000.00 | 1,000.00 | 0.00 | 999.62 | 0.38 | 0.04% |
| Expense Total: | 1,000.00 | 1,000.00 | 0.00 | 999.62 | 0.38 | 0.04% |
| Fund: 750 - Court Technology Surplus (Deficit): | 5,090.00 | 5,090.00 | 644.59 | 776.92 | -4,313.08 | 84.74% |
| Fund: 800 - Hotel Occupancy | | | | | | |
| Revenue | | | | | | |
| 00 - Revenue | 3,540.00 | 3,540.00 | 132.14 | 1,241.75 | -2,298.25 | 64.92% |
| Revenue Total: | 3,540.00 | 3,540.00 | 132.14 | 1,241.75 | -2,298.25 | 64.92% |
| Expense | | | | | | |
| 80 - Hotel Occupancy | 3,500.00 | 3,500.00 | 0.00 | 0.00 | 3,500.00 | 100.00% |
| Expense Total: | 3,500.00 | 3,500.00 | 0.00 | 0.00 | 3,500.00 | 100.00% |
| Fund: 800 - Hotel Occupancy Surplus (Deficit): | 40.00 | 40.00 | 132.14 | 1,241.75 | 1,201.75 | -3,004.38% |
| Fund: 850 - Police Asset | | | | | | |
| Revenue | | | | | | |
| 00 - Revenue | 0.00 | 0.00 | 75.21 | 183.72 | 183.72 | 0.00% |
| Revenue Total: | 0.00 | 0.00 | 75.21 | 183.72 | 183.72 | 0.00% |
| Fund: 850 - Police Asset Total: | 0.00 | 0.00 | 75.21 | 183.72 | 183.72 | 0.00% |
| Fund: 860 - Shop w/a Cop | | | | | | |
| Revenue | | | | | | |
| 00 - Revenue | 4,010.00 | 4,010.00 | 5,294.67 | 10,013.42 | 6,003.42 | 149.71% |
| Revenue Total: | 4,010.00 | 4,010.00 | 5,294.67 | 10,013.42 | 6,003.42 | 149.71% |

Budget Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

| Departmen... | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|--|--------------------------|-------------------------|--------------------|---------------------|--|----------------------|
| Expense | | | | | | |
| 86 - Shop w/a Cop | 4,000.00 | 4,000.00 | 4,395.37 | 4,395.37 | -395.37 | -9.88% |
| Expense Total: | 4,000.00 | 4,000.00 | 4,395.37 | 4,395.37 | -395.37 | -9.88% |
| Fund: 860 - Shop w/a Cop Surplus (Deficit): | 10.00 | 10.00 | 899.30 | 5,618.05 | 5,608.05 | 56,080.50% |
| Report Surplus (Deficit): | 218,508.00 | 218,508.00 | 915,561.91 | 1,936,246.13 | 1,717,738.13 | -786.12% |

Item 18.

Budget Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

Fund Summary

| Fund | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) |
|----------------------------------|--------------------------|-------------------------|--------------------|---------------------|--|
| 100 - General Fund | 171,401.00 | 171,401.00 | 646,208.58 | 1,200,465.30 | 1,029,064.30 |
| 150 - Montgomery PID | 600.00 | 600.00 | 0.00 | 0.00 | -600.00 |
| 200 - Capital Projects | 0.00 | 0.00 | -36,970.57 | -164,928.95 | -164,928.95 |
| 300 - Water & Sewer | 0.00 | 0.00 | -6,177.74 | 174,840.19 | 174,840.19 |
| 400 - MEDC | 20,882.00 | 20,882.00 | 68,107.95 | 324,851.69 | 303,969.69 |
| 500 - Debt Service | 8,148.00 | 8,148.00 | 241,362.79 | 389,504.51 | 381,356.51 |
| 700 - Court Security | 5,105.00 | 5,105.00 | 640.94 | 1,823.42 | -3,281.58 |
| 710 - Child Safety | 101.00 | 101.00 | 0.75 | 26.83 | -74.17 |
| 720 - Truancy Prevention | 7,005.00 | 7,005.00 | 626.21 | 1,808.40 | -5,196.60 |
| 730 - Jury - Local | 126.00 | 126.00 | 11.76 | 34.30 | -91.70 |
| 750 - Court Technology | 5,090.00 | 5,090.00 | 644.59 | 776.92 | -4,313.08 |
| 800 - Hotel Occupancy | 40.00 | 40.00 | 132.14 | 1,241.75 | 1,201.75 |
| 850 - Police Asset | 0.00 | 0.00 | 75.21 | 183.72 | 183.72 |
| 860 - Shop w/a Cop | 10.00 | 10.00 | 899.30 | 5,618.05 | 5,608.05 |
| Report Surplus (Deficit): | 218,508.00 | 218,508.00 | 915,561.91 | 1,936,246.13 | 1,717,738.13 |

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Pooled Cash Report

City of Montgomery, TX
For the Period Ending 12/31/2024

Item 18.

| ACCOUNT # | ACCOUNT NAME | BEGINNING BALANCE | CURRENT ACTIVITY | CURRENT BALANCE |
|---------------------------------|---|---------------------|-------------------|---------------------|
| CLAIM ON CASH | | | | |
| 100-11111-00000 | Claim on Cash - General Fund 100 | 1,651,585.56 | 777,869.60 | 2,429,455.16 |
| 150-11111-00000 | Claim on Cash - PID Fund 150 | 825.00 | 0.00 | 825.00 |
| 200-11111-00000 | Claim on Cash - Construction Fund 200 | 518,945.63 | (340,798.54) | 178,147.09 |
| 300-11111-00000 | Claim on Cash - Water & Sewer Fund 300 | 267,566.61 | 14,878.09 | 282,444.70 |
| 400-11111-00000 | Claim on Cash - MEDC Fund 400 | 1,414,940.52 | 16,969.97 | 1,431,910.49 |
| 500-11111-00000 | Claim on Cash - Debt Service Fund 500 | 205,119.90 | 240,973.73 | 446,093.63 |
| 550-11111-00000 | Claim on Cash - General Long Term Debt Fund 550 | 0.00 | 0.00 | 0.00 |
| 600-11111-00000 | Claim on Cash - Grant Acct Fund 600 | 20.10 | 0.00 | 20.10 |
| 700-11111-00000 | Claim on Cash - Court Security Fund 700 | 11,947.39 | 640.94 | 12,588.33 |
| 710-11111-00000 | Claim on Cash - Child Safety | 151.08 | 0.75 | 151.83 |
| 720-11111-00000 | Claim on Cash - Truancy Prevention | 8,791.83 | 626.21 | 9,418.04 |
| 730-11111-00000 | Claim on Cash - Jury-Local | 22.54 | 11.76 | 34.30 |
| 750-11111-00000 | Claim on Cash - Court Technology Fund 750 | 32,578.41 | 644.59 | 33,223.00 |
| 800-11111-00000 | Claim on Cash - Hotel Occupancy Fund 800 | 26,509.28 | 132.14 | 26,641.42 |
| 850-11111-00000 | Claim on Cash - Police Asset Fund 850 | 15,087.37 | 75.21 | 15,162.58 |
| 860-11111-00000 | Claim on Cash - Shop w/a Cop | 4,718.75 | 899.30 | 5,618.05 |
| 870-11111-00000 | Claim on Cash - PD Drug & Misc | 0.00 | 0.00 | 0.00 |
| TOTAL CLAIM ON CASH | | <u>4,158,809.97</u> | <u>712,923.75</u> | <u>4,871,733.72</u> |
| CASH IN BANK | | | | |
| Cash in Bank | | | | |
| 999-11100-00000 | Pooled Cash - Operating | 3,235,321.70 | 711,147.55 | 3,946,469.25 |
| 999-11101-00000 | Pooled Cash - Grant | 0.00 | 0.00 | 0.00 |
| 999-11102-00000 | Pooled Cash - PD Drug & Misc | 0.00 | 0.00 | 0.00 |
| 999-21100-00000 | Pooled Cash - Construction | 259.94 | 0.82 | 260.76 |
| 999-21101-00000 | Pooled Cash - Home Depot Escrow | 141,119.47 | 445.96 | 141,565.43 |
| 999-31100-00000 | Pooled Cash - Water & Sewer | 0.00 | 0.00 | 0.00 |
| 999-41100-00000 | Pooled Cash - MEDC | 725,062.47 | 1,149.14 | 726,211.61 |
| 999-51100-00000 | Pooled Cash - Debt Service | 57,046.39 | 180.28 | 57,226.67 |
| 999-61100-00000 | Pooled Cash - Grant 1 | 0.00 | 0.00 | 0.00 |
| 999-61101-00000 | Pooled Cash - Grant 2 | 0.00 | 0.00 | 0.00 |
| 999-71100-00000 | Pooled Cash - Court Security | 0.00 | 0.00 | 0.00 |
| 999-71101-00000 | Pooled Cash - Court Tech | 0.00 | 0.00 | 0.00 |
| 999-81100-00000 | Pooled Cash - HOT | 0.00 | 0.00 | 0.00 |
| 999-81101-00000 | Pooled Cash - PD Forfeiture | 0.00 | 0.00 | 0.00 |
| TOTAL: Cash in Bank | | <u>4,158,809.97</u> | <u>712,923.75</u> | <u>4,871,733.72</u> |
| Wages Payable | | | | |
| 999-12007-00000 | Wages Payable | 0.00 | 0.00 | 0.00 |
| TOTAL: Wages Payable | | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |
| TOTAL CASH IN BANK | | <u>4,158,809.97</u> | <u>712,923.75</u> | <u>4,871,733.72</u> |
| DUE TO OTHER FUNDS | | | | |
| 999-12320-00000 | Due To Other Funds | 4,158,809.97 | 712,923.75 | 4,871,733.72 |
| TOTAL DUE TO OTHER FUNDS | | <u>4,158,809.97</u> | <u>712,923.75</u> | <u>4,871,733.72</u> |

| ACCOUNT # | ACCOUNT NAME | BEGINNING BALANCE | CURRENT ACTIVITY | CURRENT BALANCE | |
|---------------|--------------|--------------------|------------------|--------------------|--------------|
| Claim on Cash | 4,871,733.72 | Claim on Cash | 4,871,733.72 | Cash in Bank | 4,871,733.72 |
| Cash in Bank | 4,871,733.72 | Due To Other Funds | 4,871,733.72 | Due To Other Funds | 4,871,733.72 |
| Difference | 0.00 | Difference | 0.00 | Difference | 0.00 |

| ACCOUNT # | ACCOUNT NAME | BEGINNING BALANCE | CURRENT ACTIVITY | CURRENT BALANCE | |
|---------------------------------------|--------------------------|-------------------------|---------------------|-----------------------------|-------------|
| ACCOUNTS PAYABLE PENDING | | | | | |
| 100-12099-00000 | Accounts Payable Pending | 266,511.52 | (84,524.68) | 181,986.84 | |
| 150-12099-00000 | Accounts Payable Pending | 0.00 | 0.00 | 0.00 | |
| 200-12099-00000 | Accounts Payable Pending | 294,957.18 | (290,314.68) | 4,642.50 | |
| 300-12099-00000 | Accounts Payable Pending | 36,441.52 | (15,786.71) | 20,654.81 | |
| 400-12099-00000 | Accounts Payable Pending | 43,947.83 | (43,175.86) | 771.97 | |
| 500-12099-00000 | Accounts Payable Pending | 0.00 | 0.00 | 0.00 | |
| 550-12099-00000 | Accounts Payable Pending | 0.00 | 0.00 | 0.00 | |
| 600-12099-00000 | Accounts Payable Pending | 0.00 | 0.00 | 0.00 | |
| 700-12099-00000 | Accounts Payable Pending | 0.00 | 0.00 | 0.00 | |
| 750-12099-00000 | Accounts Payable Pending | 0.00 | 0.00 | 0.00 | |
| 800-12099-00000 | Accounts Payable Pending | 0.00 | 0.00 | 0.00 | |
| 850-12099-00000 | Accounts Payable Pending | 0.00 | 0.00 | 0.00 | |
| TOTAL ACCOUNTS PAYABLE PENDING | | <u>641,858.05</u> | <u>(433,801.93)</u> | <u>208,056.12</u> | |
| DUE FROM OTHER FUNDS | | | | | |
| 999-11320-00000 | Due From Other Funds | (641,858.05) | 433,801.93 | (208,056.12) | |
| TOTAL DUE FROM OTHER FUNDS | | <u>(641,858.05)</u> | <u>433,801.93</u> | <u>(208,056.12)</u> | |
| ACCOUNTS PAYABLE | | | | | |
| 999-12000-00000 | Accounts Payable Control | 641,858.05 | (433,801.93) | 208,056.12 | |
| TOTAL ACCOUNTS PAYABLE | | <u>641,858.05</u> | <u>(433,801.93)</u> | <u>208,056.12</u> | |
| AP Pending | 208,056.12 | AP Pending | 208,056.12 | Due From Other Funds | 208,056.12 |
| Due From Other Funds | 208,056.12 | Accounts Payable | 208,056.12 | Accounts Payable | 208,056.12 |
| Difference | <u>0.00</u> | Difference | <u>0.00</u> | Difference | <u>0.00</u> |



Pooled Cash Report

City of Montgomery, TX
For the Period Ending 12/31/2024

| ACCOUNT # | ACCOUNT NAME | BEGINNING BALANCE | CURRENT ACTIVITY | CURRENT BALANCE | |
|---------------------------------|--|---------------------------|------------------|---------------------------|---------------|
| CLAIM ON CASH | | | | | |
| 100-11201-00000 | Claim on Pooled Investments - General Fund | 2,879,299.79 | 11,153.65 | 2,890,453.44 | |
| 150-11201-00000 | Claim on Pooled Investments - PID | 0.00 | 0.00 | 0.00 | |
| 200-11201-00000 | Claim on Pooled Investments - Construction | 4,852,428.22 | 18,796.95 | 4,871,225.17 | |
| 300-11201-00000 | Claim on Pooled Investments - Water & Sewer | 1,944,699.00 | 7,152.25 | 1,951,851.25 | |
| 400-11201-00000 | Claim on Pooled Investments - MEDC | 2,055,404.68 | 7,962.12 | 2,063,366.80 | |
| 500-11201-00000 | Claim on Pooled Investments - Debt Service | 2,072.19 | 389.06 | 2,461.25 | |
| 550-11201-00000 | Claim on Pooled Investments - Long Term Debt | 0.00 | 0.00 | 0.00 | |
| 600-11201-00000 | Claim on Pooled Investments - Grants | 0.00 | 0.00 | 0.00 | |
| 800-11201-00000 | Claim on Pooled Investments - HOT | 0.00 | 0.00 | 0.00 | |
| 850-11201-00000 | Claim on Pooled Investments - Police Assets | 0.00 | 0.00 | 0.00 | |
| TOTAL CLAIM ON CASH | | <u>11,733,903.88</u> | <u>45,454.03</u> | <u>11,779,357.91</u> | |
| CASH IN BANK | | | | | |
| Cash in Bank | | | | | |
| 997-11210-00000 | Pooled Inv - General Fund Reimb | 396,917.39 | 1,537.54 | 398,454.93 | |
| 997-11230-00000 | Pooled Inv - General Fund | 2,482,382.40 | 9,616.11 | 2,491,998.51 | |
| 997-21110-00000 | Pooled Inv - ARPA | 376,652.62 | 1,459.04 | 378,111.66 | |
| 997-21140-00000 | Pooled Inv - Infrastructure | 52,315.70 | 202.66 | 52,518.36 | |
| 997-21150-00000 | Pooled Inv - Mobility | 11,202.42 | 43.35 | 11,245.77 | |
| 997-21160-00000 | Pooled Inv - Building Fund | 769,349.68 | 2,980.25 | 772,329.93 | |
| 997-21170-00000 | Pooled Inv - TR C of O 2024 | 3,642,907.80 | 14,111.65 | 3,657,019.45 | |
| 997-31200-00000 | Pooled Inv - Utility Fund | 1,863,032.35 | (27,847.75) | 1,835,184.60 | |
| 997-41110-00000 | Pooled Inv - MEDC General | 1,566,237.09 | 6,067.17 | 1,572,304.26 | |
| 997-41120-00000 | Pooled Inv - MEDC Reimb | 265,101.52 | 1,026.96 | 266,128.48 | |
| 997-41130-00000 | Pooled Inv - MEDC Downtown | 224,066.07 | 867.99 | 224,934.06 | |
| 997-51110-00000 | Pooled Inv - Debt Service TWDB | 83,738.84 | 35,389.06 | 119,127.90 | |
| TOTAL: Cash in Bank | | <u>11,733,903.88</u> | <u>45,454.03</u> | <u>11,779,357.91</u> | |
| TOTAL CASH IN BANK | | <u>11,733,903.88</u> | <u>45,454.03</u> | <u>11,779,357.91</u> | |
| DUE TO OTHER FUNDS | | | | | |
| 997-12320-00000 | Due To Other Funds | 11,733,903.88 | 45,454.03 | 11,779,357.91 | |
| TOTAL DUE TO OTHER FUNDS | | <u>11,733,903.88</u> | <u>45,454.03</u> | <u>11,779,357.91</u> | |
| Claim on Cash | 11,779,357.91 | Claim on Cash | 11,779,357.91 | Cash in Bank | 11,779,357.91 |
| Cash in Bank | 11,779,357.91 | Due To Other Funds | 11,779,357.91 | Due To Other Funds | 11,779,357.91 |
| Difference | <u>0.00</u> | Difference | <u>0.00</u> | Difference | <u>0.00</u> |

| ACCOUNT # | ACCOUNT NAME | BEGINNING BALANCE | CURRENT ACTIVITY | CURRENT BALANCE |
|-----------|--------------|----------------------|---------------------|--------------------|
|-----------|--------------|----------------------|---------------------|--------------------|



City of Montgomery, TX

Check Report

By Check Number

Date Range: 10/01/2024 - 12/31/2024

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|--|---|--------------|--------------|-----------------|----------------|--------|
| Bank Code: AP General-AP General Fund | | | | | | |
| 5392 | Emerge Services LLC | 10/03/2024 | EFT | 0.00 | 111,332.50 | 51 |
| 5205 | CivicPlus | 10/07/2024 | EFT | 0.00 | 8,948.94 | 52 |
| 5311 | JustFOIA, Inc. | 10/07/2024 | EFT | 0.00 | 6,548.86 | 53 |
| 5554 | Kendig Keast Collaborative | 10/07/2024 | EFT | 0.00 | 2,811.25 | 54 |
| 3431 | MCCi, LLC | 10/07/2024 | EFT | 0.00 | 7,117.35 | 55 |
| 5598 | Parsons McEntire McCleary PLLC | 10/07/2024 | EFT | 0.00 | 26,124.50 | 56 |
| 4088 | Rick Hanna, CBO Partners LLC | 10/07/2024 | EFT | 0.00 | 13,391.90 | 57 |
| 5571 | Scythe Construction LLC | 10/07/2024 | EFT | 0.00 | 117,103.19 | 58 |
| 4351 | Speed Printing & Office Supply | 10/07/2024 | EFT | 0.00 | 34.00 | 59 |
| 5606 | Omega Glass Tinting and Blinds Inc | 10/16/2024 | EFT | 0.00 | 1,500.00 | 60 |
| 5598 | Parsons McEntire McCleary PLLC | 10/16/2024 | EFT | 0.00 | 21,195.78 | 61 |
| 5049 | Ward, Getz and Associates | 10/16/2024 | EFT | 0.00 | 96,731.81 | 62 |
| 4700 | TML - IRP | 10/16/2024 | EFT | 0.00 | 26,213.27 | 63 |
| 5392 | Emerge Services LLC | 10/28/2024 | EFT | 0.00 | 175.00 | 64 |
| 5619 | John A Holas | 10/28/2024 | EFT | 0.00 | 950.00 | 65 |
| 5205 | CivicPlus | 10/28/2024 | EFT | 0.00 | 1,995.00 | 66 |
| 4088 | Rick Hanna, CBO Partners LLC | 10/28/2024 | EFT | 0.00 | 14,578.46 | 67 |
| 5392 | Emerge Services LLC | 11/09/2024 | EFT | 0.00 | 4,450.00 | 68 |
| 5627 | Everbridge, Inc | 11/12/2024 | EFT | 0.00 | 5,637.65 | 69 |
| 5554 | Kendig Keast Collaborative | 11/12/2024 | EFT | 0.00 | 31,410.24 | 70 |
| 5598 | Parsons McEntire McCleary PLLC | 11/12/2024 | EFT | 0.00 | 2,600.00 | 71 |
| 4088 | Rick Hanna, CBO Partners LLC | 11/12/2024 | EFT | 0.00 | 15,874.28 | 72 |
| 4233 | Schier Construction Company LLC | 11/12/2024 | EFT | 0.00 | 128,970.00 | 73 |
| 5571 | Scythe Construction LLC | 11/12/2024 | EFT | 0.00 | 49,044.24 | 74 |
| 4700 | TML - IRP | 11/12/2024 | EFT | 0.00 | 15,563.27 | 75 |
| 5623 | Eagle Business Credit LLC | 11/25/2024 | EFT | 0.00 | 931.10 | 76 |
| 5631 | Evergreen Solutions LLC | 11/25/2024 | EFT | 0.00 | 4,875.00 | 77 |
| 4088 | Rick Hanna, CBO Partners LLC | 11/25/2024 | EFT | 0.00 | 14,450.66 | 78 |
| 1133 | Amazon Capital Services | 12/10/2024 | EFT | 0.00 | 773.11 | 79 |
| 5582 | Bull-G Construction Limited Liability Company | 12/10/2024 | EFT | 0.00 | 100,875.60 | 80 |
| 4233 | Schier Construction Company LLC | 12/10/2024 | EFT | 0.00 | 36,540.00 | 81 |
| 4839 | URETEK USA Inc | 12/10/2024 | EFT | 0.00 | 15,000.00 | 82 |
| 5598 | Parsons McEntire McCleary PLLC | 12/11/2024 | EFT | 0.00 | 4,932.75 | 83 |
| 4088 | Rick Hanna, CBO Partners LLC | 12/11/2024 | EFT | 0.00 | 10,015.81 | 84 |
| 4700 | TML - IRP | 12/11/2024 | EFT | 0.00 | 15,563.27 | 85 |
| 4810 | UBEO Business Services | 12/11/2024 | EFT | 0.00 | 389.37 | 86 |
| 1133 | Amazon Capital Services | 12/13/2024 | EFT | 0.00 | 244.80 | 87 |
| 1133 | Amazon Capital Services | 12/13/2024 | EFT | 0.00 | 77.34 | 88 |
| 5601 | The FA Bartlett Tree Company | 12/13/2024 | EFT | 0.00 | 6,795.00 | 89 |
| 5049 | Ward, Getz and Associates | 12/13/2024 | EFT | 0.00 | 85,653.20 | 90 |
| 5049 | Ward, Getz and Associates | 12/16/2024 | EFT | 0.00 | 73,264.26 | 91 |
| 5205 | CivicPlus | 12/20/2024 | EFT | 0.00 | 2,400.00 | 92 |
| 5554 | Kendig Keast Collaborative | 12/20/2024 | EFT | 0.00 | 17,170.94 | 93 |
| 1038 | Accurate Utility Supply, LLC | 10/04/2024 | Regular | 0.00 | 1,237.00 | 35104 |
| 1133 | Amazon Capital Services | 10/04/2024 | Regular | 0.00 | 374.25 | 35105 |
| 5502 | Areli Meza | 10/04/2024 | Regular | 0.00 | 480.00 | 35106 |
| 5524 | Cavendars Stores | 10/04/2024 | Regular | 0.00 | 130.49 | 35107 |
| 1727 | City of Montgomery - GF | 10/04/2024 | Regular | 0.00 | 3,959.48 | 35108 |
| 5068 | Conroe McCaffety Electric Co. Inc. | 10/04/2024 | Regular | 0.00 | 6,813.00 | 35109 |
| 1939 | Dataprose LLC | 10/04/2024 | Regular | 0.00 | 1,922.82 | 35110 |
| 2067 | Dog Waste Depot | 10/04/2024 | Regular | 0.00 | 299.98 | 35111 |
| 1966 | Fortress Confidential Services LLC | 10/04/2024 | Regular | 0.00 | 49.89 | 35112 |
| 2402 | Ger Nay Pest Control | 10/04/2024 | Regular | 0.00 | 212.00 | 35113 |
| 2610 | Houston Chronicle | 10/04/2024 | Regular | 0.00 | 285.80 | 35114 |

Check Report

Date Range: 10/01/2024 - 12/31/2024

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|---|--------------|--------------|-----------------|----------------|--------|
| 5610 | Jenny Duke | 10/04/2024 | Regular | 0.00 | 150.00 | 35115 |
| 5482 | Maria Carmen Machado | 10/04/2024 | Regular | 0.00 | 300.00 | 35116 |
| 3778 | Optimum Computer Solutions, Inc | 10/04/2024 | Regular | 0.00 | 2,000.00 | 35117 |
| 3818 | Optiquest Internet Services, Inc | 10/04/2024 | Regular | 0.00 | 1,114.03 | 35118 |
| 5609 | Pulte Group | 10/04/2024 | Regular | 0.00 | 2,119.50 | 35119 |
| 5243 | RCI Technologies Inc. | 10/04/2024 | Regular | 0.00 | 600.00 | 35120 |
| 4023 | Rebecca Huss | 10/04/2024 | Regular | 0.00 | 350.00 | 35121 |
| 4801 | Tyler Technologies | 10/04/2024 | Regular | 0.00 | 504.75 | 35122 |
| 4844 | USA BlueBook | 10/04/2024 | Regular | 0.00 | 486.02 | 35123 |
| 4927 | Waste Management (2) | 10/04/2024 | Regular | 0.00 | 1,404.24 | 35124 |
| 1548 | Card Service Center | 10/09/2024 | Regular | 0.00 | 6,911.99 | 35125 |
| 1548 | Card Service Center | 10/09/2024 | Regular | 0.00 | -6,911.99 | 35125 |
| 1266 | Auto Trust Repairs | 10/14/2024 | Regular | 0.00 | 1,472.93 | 35126 |
| 1284 | Badger Meter | 10/14/2024 | Regular | 0.00 | 1,496.95 | 35127 |
| 1778 | Coburn's Conroe Inc. | 10/14/2024 | Regular | 0.00 | 469.70 | 35128 |
| 2206 | Entergy | 10/14/2024 | Regular | 0.00 | 8,804.89 | 35129 |
| 1786 | Frank Cody Skyvara | 10/14/2024 | Regular | 0.00 | 13,310.00 | 35130 |
| 2610 | Houston Chronicle | 10/14/2024 | Regular | 0.00 | 1,199.50 | 35131 |
| 2850 | Jim's Hardware | 10/14/2024 | Regular | 0.00 | 672.06 | 35132 |
| 3226 | LDC | 10/14/2024 | Regular | 0.00 | 116.50 | 35133 |
| 3561 | Moffitt Services | 10/14/2024 | Regular | 0.00 | 2,223.08 | 35134 |
| 3761 | Northwest Pest Patrol | 10/14/2024 | Regular | 0.00 | 1,125.00 | 35135 |
| 3766 | Nova Medical Centers | 10/14/2024 | Regular | 0.00 | 434.13 | 35136 |
| 2130 | PVS DX, Inc. | 10/14/2024 | Regular | 0.00 | 120.00 | 35137 |
| 4371 | Staples Business Credit | 10/14/2024 | Regular | 0.00 | 159.98 | 35138 |
| 4551 | Texas Excavation Safety System, Inc. | 10/14/2024 | Regular | 0.00 | 366.85 | 35139 |
| 5550 | The Reinalt-Thomas Corporation | 10/14/2024 | Regular | 0.00 | 1,296.88 | 35140 |
| 4822 | UniFirst Holdings, Inc. | 10/14/2024 | Regular | 0.00 | 244.44 | 35141 |
| 4859 | Verizon | 10/14/2024 | Regular | 0.00 | 482.06 | 35142 |
| 4860 | Verizon Connect NWF, Inc | 10/14/2024 | Regular | 0.00 | 95.70 | 35143 |
| 4887 | Virginia Lee Adams | 10/14/2024 | Regular | 0.00 | 4,338.21 | 35144 |
| 4926 | Waste Management | 10/14/2024 | Regular | 0.00 | 23,973.40 | 35145 |
| 4975 | Wex Bank | 10/14/2024 | Regular | 0.00 | 1,231.11 | 35146 |
| 1133 | Amazon Capital Services | 10/14/2024 | Regular | 0.00 | 41.49 | 35147 |
| 3273 | Linda Thomas | 10/14/2024 | Regular | 0.00 | 75.00 | 35148 |
| 3763 | Notary Public Underwriters Agcy of Texas, | 10/14/2024 | Regular | 0.00 | 167.95 | 35149 |
| 5526 | Conroe Golf Cars | 10/14/2024 | Regular | 0.00 | -907.00 | 35150 |
| 5526 | Conroe Golf Cars | 10/14/2024 | Regular | 0.00 | 907.00 | 35150 |
| 5616 | Cox Communities LLC (2) | 10/14/2024 | Regular | 0.00 | 100.00 | 35151 |
| 5255 | Domaine Des Hospitaueres LLC | 10/14/2024 | Regular | 0.00 | 200.00 | 35152 |
| 5615 | Harold & Heather Vines | 10/14/2024 | Regular | 0.00 | 100.00 | 35153 |
| 2851 | Jim's Hardware | 10/14/2024 | Regular | 0.00 | 100.00 | 35154 |
| 5614 | Karen Pichotta | 10/14/2024 | Regular | 0.00 | 100.00 | 35155 |
| 5275 | Kimberly Baird | 10/14/2024 | Regular | 0.00 | 100.00 | 35156 |
| 5271 | Kimberly Turner | 10/14/2024 | Regular | 0.00 | 100.00 | 35157 |
| 5613 | Kristen Eakes | 10/14/2024 | Regular | 0.00 | 100.00 | 35158 |
| 5618 | Patricia M Roebuck | 10/14/2024 | Regular | 0.00 | 100.00 | 35159 |
| 5617 | Perfect Blend Coffee Shop & Boutique | 10/14/2024 | Regular | 0.00 | 100.00 | 35160 |
| 5256 | Petz Whze | 10/14/2024 | Regular | 0.00 | 100.00 | 35161 |
| 5265 | Shannon Matlock | 10/14/2024 | Regular | 0.00 | 100.00 | 35162 |
| 5268 | Wine & Design Montgomery | 10/14/2024 | Regular | 0.00 | 100.00 | 35163 |
| 1038 | Accurate Utility Supply, LLC | 10/25/2024 | Regular | 0.00 | 19,425.00 | 35180 |
| 1133 | Amazon Capital Services | 10/25/2024 | Regular | 0.00 | 138.22 | 35181 |
| 5624 | Blinn College | 10/25/2024 | Regular | 0.00 | 2,500.00 | 35182 |
| 1694 | City of Conroe | 10/25/2024 | Regular | 0.00 | 1,845.89 | 35183 |
| 1778 | Coburn's Conroe Inc. | 10/25/2024 | Regular | 0.00 | 902.80 | 35184 |
| 1829 | Conroe/Lake Conroe Chamber of Commerce | 10/25/2024 | Regular | 0.00 | 20.00 | 35185 |
| 2206 | Entergy | 10/25/2024 | Regular | 0.00 | 8,732.99 | 35186 |
| 2245 | Ewing Irrigation Products, Inc. | 10/25/2024 | Regular | 0.00 | 483.81 | 35187 |
| 5559 | Gauge Engineering | 10/25/2024 | Regular | 0.00 | 636.72 | 35188 |
| 5597 | Harris Group LLC | 10/25/2024 | Regular | 0.00 | 970.00 | 35189 |

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Date Range: 10/01/2024 - 12/31/2024

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|---|--------------|--------------|-----------------|----------------|--------|
| 3364 | Magna Flow International, Inc | 10/25/2024 | Regular | 0.00 | 8,568.58 | 35190 |
| 3436 | McCoy's Building Supply Corporation | 10/25/2024 | Regular | 0.00 | 19.98 | 35191 |
| 3629 | Montgomery Independent School District | 10/25/2024 | Regular | 0.00 | 359.41 | 35192 |
| 3806 | Omnibase Services of Texas, LP | 10/25/2024 | Regular | 0.00 | 237.29 | 35193 |
| 3818 | Optiquest Internet Services, Inc | 10/25/2024 | Regular | 0.00 | 1,273.00 | 35194 |
| 3775 | O'Reilly Automotive, Inc. | 10/25/2024 | Regular | 0.00 | 146.49 | 35195 |
| 3893 | Perdue, Brandon, Fielder, Collins, & Mott | 10/25/2024 | Regular | 0.00 | 1,647.53 | 35196 |
| 4371 | Staples Business Credit | 10/25/2024 | Regular | 0.00 | 54.62 | 35197 |
| 5611 | Stephen Trevor Howard | 10/25/2024 | Regular | 0.00 | -9,731.46 | 35198 |
| 5611 | Stephen Trevor Howard | 10/25/2024 | Regular | 0.00 | 9,731.46 | 35198 |
| 4414 | Stowe's Collision Repair LLC | 10/25/2024 | Regular | 0.00 | 572.47 | 35199 |
| 4508 | Techline Pipe, L.P. | 10/25/2024 | Regular | 0.00 | 23.01 | 35200 |
| 4584 | Texas Top Cop Shop | 10/25/2024 | Regular | 0.00 | 126.65 | 35201 |
| 4955 | Weisinger Materials, Inc. | 10/25/2024 | Regular | 0.00 | 5,308.00 | 35202 |
| 5581 | Xylem Dewatering Solutions Inc | 10/25/2024 | Regular | 0.00 | 7,258.13 | 35203 |
| 1125 | Always Answer | 10/25/2024 | Regular | 0.00 | 51.32 | 35204 |
| 1133 | Amazon Capital Services | 10/25/2024 | Regular | 0.00 | 408.92 | 35205 |
| 5502 | Arelí Meza | 10/25/2024 | Regular | 0.00 | 480.00 | 35206 |
| 1266 | Auto Trust Repairs | 10/25/2024 | Regular | 0.00 | 100.50 | 35207 |
| 5622 | Caitlyn Beck | 10/25/2024 | Regular | 0.00 | 50.00 | 35208 |
| 5524 | Cavendars Stores | 10/25/2024 | Regular | 0.00 | 395.98 | 35209 |
| 5236 | Chad Peace | 10/25/2024 | Regular | 0.00 | 1,000.00 | 35210 |
| 5540 | Cherry Crushed Concrete | 10/25/2024 | Regular | 0.00 | 124.99 | 35211 |
| 1831 | Consolidated Communications | 10/25/2024 | Regular | 0.00 | 1,793.10 | 35212 |
| 1876 | Crown Paper and Chemical Inc. | 10/25/2024 | Regular | 0.00 | 278.50 | 35213 |
| 2001 | Dell Marketing L.P. | 10/25/2024 | Regular | 0.00 | 11,342.36 | 35214 |
| 2074 | Dominion Pool Group, Inc. | 10/25/2024 | Regular | 0.00 | 75.00 | 35215 |
| 5323 | Flock Safety | 10/25/2024 | Regular | 0.00 | 25,000.00 | 35216 |
| 1966 | Fortress Confidential Services LLC | 10/25/2024 | Regular | 0.00 | 28.82 | 35217 |
| 5485 | Hays Utility North Corporation | 10/25/2024 | Regular | 0.00 | 66,094.66 | 35218 |
| 2718 | Jacob McRae | 10/25/2024 | Regular | 0.00 | 200.00 | 35219 |
| 2788 | Jean Henderson | 10/25/2024 | Regular | 0.00 | 150.00 | 35220 |
| 2906 | John M. Blankenship | 10/25/2024 | Regular | 0.00 | 3,000.00 | 35221 |
| 5145 | Kevin Smith. | 10/25/2024 | Regular | 0.00 | 525.00 | 35222 |
| 3450 | Medical Air Services Association | 10/25/2024 | Regular | 0.00 | 168.00 | 35223 |
| 3496 | Michael Shirley | 10/25/2024 | Regular | 0.00 | 450.00 | 35224 |
| 3778 | Optimum Computer Solutions, Inc | 10/25/2024 | Regular | 0.00 | 2,000.00 | 35225 |
| 3848 | Pathmark Traffic Equipment | 10/25/2024 | Regular | 0.00 | 260.40 | 35226 |
| 2130 | PVS DX, Inc. | 10/25/2024 | Regular | 0.00 | 1,711.68 | 35227 |
| 5588 | Raylie Pagan | 10/25/2024 | Regular | 0.00 | 200.00 | 35228 |
| 4023 | Rebecca Huss | 10/25/2024 | Regular | 0.00 | 841.18 | 35229 |
| 5626 | Shannon Jones | 10/25/2024 | Regular | 0.00 | 200.00 | 35230 |
| 4344 | Southwest Solutions Group, Inc. | 10/25/2024 | Regular | 0.00 | 162.80 | 35231 |
| 5625 | Stephanie Fox | 10/25/2024 | Regular | 0.00 | 150.00 | 35232 |
| 5233 | Sterling Regard Photography. | 10/25/2024 | Regular | 0.00 | 200.00 | 35233 |
| 4414 | Stowe's Collision Repair LLC | 10/25/2024 | Regular | 0.00 | 692.21 | 35234 |
| 4501 | Texas Commission on Law Enforcement | 10/25/2024 | Regular | 0.00 | 35.00 | 35235 |
| 4584 | Texas Top Cop Shop | 10/25/2024 | Regular | 0.00 | 197.90 | 35236 |
| 4663 | Thomas Printing & Publishing | 10/25/2024 | Regular | 0.00 | 128.04 | 35237 |
| 4685 | Timothy Bauer | 10/25/2024 | Regular | 0.00 | 200.00 | 35238 |
| 5470 | Top Notch Tinting | 10/25/2024 | Regular | 0.00 | 2,250.00 | 35239 |
| 4743 | Tracker Products LLC | 10/25/2024 | Regular | 0.00 | 4,300.00 | 35240 |
| 4801 | Tyler Technologies | 10/25/2024 | Regular | 0.00 | 1,787.26 | 35241 |
| 4830 | United Tactical Systems, LLC | 10/25/2024 | Regular | 0.00 | 480.00 | 35242 |
| 5298 | Weatherby Parent, LLC | 10/25/2024 | Regular | 0.00 | 2,795.00 | 35243 |
| 4975 | Wex Bank | 10/25/2024 | Regular | 0.00 | 5,110.17 | 35244 |
| 5611 | Stephen Trevor Howard | 10/28/2024 | Regular | 0.00 | 4,928.18 | 35252 |
| 1038 | Accurate Utility Supply, LLC | 11/07/2024 | Regular | 0.00 | 27.00 | 35253 |
| 1133 | Amazon Capital Services | 11/07/2024 | Regular | 0.00 | 83.34 | 35254 |
| 1266 | Auto Trust Repairs | 11/07/2024 | Regular | 0.00 | 74.49 | 35255 |
| 1284 | Badger Meter | 11/07/2024 | Regular | 0.00 | 1,552.46 | 35256 |

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Date Range: 10/01/2024 - 12/31/2024

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|---|--------------|--------------|-----------------|----------------|--------|
| 1727 | City of Montgomery - GF | 11/07/2024 | Regular | 0.00 | 2,876.94 | 35257 |
| 1778 | Coburn's Conroe Inc. | 11/07/2024 | Regular | 0.00 | 863.56 | 35258 |
| 1831 | Consolidated Communications | 11/07/2024 | Regular | 0.00 | 170.53 | 35259 |
| 2206 | Entergy | 11/07/2024 | Regular | 0.00 | 12,225.81 | 35260 |
| 1786 | Frank Cody Skyvara | 11/07/2024 | Regular | 0.00 | 8,685.00 | 35261 |
| 2498 | H2O Innovation | 11/07/2024 | Regular | 0.00 | -31,011.66 | 35262 |
| 2498 | H2O Innovation | 11/07/2024 | Regular | 0.00 | 31,011.66 | 35262 |
| 2595 | Home Depot | 11/07/2024 | Regular | 0.00 | 44.06 | 35263 |
| 2661 | Information Professionals, Inc. | 11/07/2024 | Regular | 0.00 | 5,580.00 | 35264 |
| 3761 | Northwest Pest Patrol | 11/07/2024 | Regular | 0.00 | 900.00 | 35265 |
| 2130 | PVS DX, Inc. | 11/07/2024 | Regular | 0.00 | 1,522.38 | 35266 |
| 4031 | Red Wing Shoes Inc. | 11/07/2024 | Regular | 0.00 | 445.99 | 35267 |
| 4822 | UniFirst Holdings, Inc. | 11/07/2024 | Regular | 0.00 | 305.55 | 35268 |
| 4975 | Wex Bank | 11/07/2024 | Regular | 0.00 | 792.53 | 35269 |
| 4975 | Wex Bank | 11/07/2024 | Regular | 0.00 | -792.53 | 35269 |
| 5581 | Xylem Dewatering Solutions Inc | 11/07/2024 | Regular | 0.00 | 14,516.26 | 35270 |
| 5433 | Angel Armor, LLC | 11/07/2024 | Regular | 0.00 | 4,313.92 | 35271 |
| 5628 | Cypress Creek Automotive Services Inc | 11/07/2024 | Regular | 0.00 | 3,995.00 | 35272 |
| 5597 | Harris Group LLC | 11/07/2024 | Regular | 0.00 | 11,041.00 | 35273 |
| 2653 | Impact Promotional Services LLC | 11/07/2024 | Regular | 0.00 | 933.59 | 35274 |
| 3778 | Optimum Computer Solutions, Inc | 11/07/2024 | Regular | 0.00 | 2,000.00 | 35275 |
| 5178 | Pura Flo Corporation | 11/07/2024 | Regular | 0.00 | 42.70 | 35276 |
| 4371 | Staples Business Credit | 11/07/2024 | Regular | 0.00 | 1,129.51 | 35277 |
| 4414 | Stowe's Collision Repair LLC | 11/07/2024 | Regular | 0.00 | 369.75 | 35278 |
| 4801 | Tyler Technologies | 11/07/2024 | Regular | 0.00 | 14,265.91 | 35279 |
| 1133 | Amazon Capital Services | 11/08/2024 | Regular | 0.00 | 304.37 | 35280 |
| 5502 | Areli Meza | 11/08/2024 | Regular | 0.00 | 480.00 | 35281 |
| 1939 | Dataprose LLC | 11/08/2024 | Regular | 0.00 | 1,123.93 | 35282 |
| 3500 | Michael Voytko | 11/08/2024 | Regular | 0.00 | 200.00 | 35283 |
| 3766 | Nova Medical Centers | 11/08/2024 | Regular | 0.00 | 100.31 | 35284 |
| 3778 | Optimum Computer Solutions, Inc | 11/08/2024 | Regular | 0.00 | 2,000.00 | 35285 |
| 3818 | Optiquest Internet Services, Inc | 11/08/2024 | Regular | 0.00 | 5,137.18 | 35286 |
| 4371 | Staples Business Credit | 11/08/2024 | Regular | 0.00 | 359.94 | 35287 |
| 4685 | Timothy Bauer | 11/08/2024 | Regular | 0.00 | 200.00 | 35288 |
| 4801 | Tyler Technologies | 11/08/2024 | Regular | 0.00 | 41.00 | 35289 |
| 4887 | Virginia Lee Adams | 11/08/2024 | Regular | 0.00 | 865.05 | 35290 |
| 4926 | Waste Management | 11/08/2024 | Regular | 0.00 | 19,354.22 | 35291 |
| 4927 | Waste Management (2) | 11/08/2024 | Regular | 0.00 | 1,496.30 | 35292 |
| 2498 | H2O Innovation | 11/08/2024 | Regular | 0.00 | 31,010.66 | 35293 |
| 1125 | Always Answer | 11/15/2024 | Regular | 0.00 | 74.78 | 35294 |
| 1831 | Consolidated Communications | 11/15/2024 | Regular | 0.00 | 1,793.17 | 35295 |
| 5420 | Dri-Tex LLC | 11/15/2024 | Regular | 0.00 | 11,318.48 | 35296 |
| 2206 | Entergy | 11/15/2024 | Regular | 0.00 | 6,913.94 | 35297 |
| 2245 | Ewing Irrigation Products, Inc. | 11/15/2024 | Regular | 0.00 | 222.97 | 35298 |
| 3226 | LDC | 11/15/2024 | Regular | 0.00 | 108.90 | 35299 |
| 3306 | Lone Star Groundwater Conservation Dist | 11/15/2024 | Regular | 0.00 | 31,343.75 | 35300 |
| 3775 | O'Reilly Automotive, Inc. | 11/15/2024 | Regular | 0.00 | 46.47 | 35301 |
| 2130 | PVS DX, Inc. | 11/15/2024 | Regular | 0.00 | 120.00 | 35302 |
| 4152 | Rothco Tree Service, LLC | 11/15/2024 | Regular | 0.00 | 395.00 | 35303 |
| 4342 | Southern Tractor | 11/15/2024 | Regular | 0.00 | 109.00 | 35304 |
| 4495 | TCEQ | 11/15/2024 | Regular | 0.00 | 2,869.70 | 35305 |
| 4551 | Texas Excavation Safety System, Inc. | 11/15/2024 | Regular | 0.00 | 303.60 | 35306 |
| 5550 | The Reinalt-Thomas Corporation | 11/15/2024 | Regular | 0.00 | 793.40 | 35307 |
| 4859 | Verizon | 11/15/2024 | Regular | 0.00 | 910.04 | 35308 |
| 5461 | Adandy Cabling | 11/15/2024 | Regular | 0.00 | 200.00 | 35309 |
| 1133 | Amazon Capital Services | 11/15/2024 | Regular | 0.00 | 316.15 | 35310 |
| 5502 | Areli Meza | 11/15/2024 | Regular | 0.00 | 480.00 | 35311 |
| 2443 | Gordon B. Dudley, Jr. | 11/15/2024 | Regular | 0.00 | 450.00 | 35312 |
| 2610 | Houston Chronicle | 11/15/2024 | Regular | 0.00 | 2,164.00 | 35313 |
| 5145 | Kevin Smith. | 11/15/2024 | Regular | 0.00 | 962.50 | 35314 |
| 5630 | Macayla Haines | 11/15/2024 | Regular | 0.00 | 150.00 | 35315 |

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| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|--|--------------|--------------|-----------------|----------------|--------|
| 3496 | Michael Shirley | 11/15/2024 | Regular | 0.00 | 450.00 | 35316 |
| 5629 | North County Young Life | 11/15/2024 | Regular | 0.00 | 150.00 | 35317 |
| 3818 | Optiquest Internet Services, Inc | 11/15/2024 | Regular | 0.00 | 1,273.00 | 35318 |
| 4218 | Sara Countryman | 11/15/2024 | Regular | 0.00 | 296.36 | 35319 |
| 4663 | Thomas Printing & Publishing | 11/15/2024 | Regular | 0.00 | 269.00 | 35320 |
| 1636 | Cheatham Management, LLC | 11/15/2024 | Regular | 0.00 | 161,938.57 | 35321 |
| 3578 | Montgomery Central Appraisal District | 11/22/2024 | Regular | 0.00 | 4,277.00 | 35322 |
| 3761 | Northwest Pest Patrol | 11/22/2024 | Regular | 0.00 | 1,575.00 | 35323 |
| 4618 | The Kroger Co. | 11/22/2024 | Regular | 0.00 | 487,944.76 | 35324 |
| 1101 | All Traffic Solutions, Inc. | 11/22/2024 | Regular | 0.00 | 5,326.65 | 35325 |
| 1133 | Amazon Capital Services | 11/22/2024 | Regular | 0.00 | 81.95 | 35326 |
| 1829 | Conroe/Lake Conroe Chamber of Commerce | 11/22/2024 | Regular | 0.00 | 40.00 | 35327 |
| 2206 | Entergy | 11/22/2024 | Regular | 0.00 | 1,279.48 | 35328 |
| 2270 | Firestone Complete Auto Care Conroe | 11/22/2024 | Regular | 0.00 | 1,441.28 | 35329 |
| 2850 | Jim's Hardware | 11/22/2024 | Regular | 0.00 | 940.17 | 35330 |
| 3436 | McCoy's Building Supply Corporation | 11/22/2024 | Regular | 0.00 | 99.97 | 35331 |
| 3450 | Medical Air Services Association | 11/22/2024 | Regular | 0.00 | 168.00 | 35332 |
| 5632 | Misty Fulgiun | 11/22/2024 | Regular | 0.00 | 150.00 | 35333 |
| 3695 | NAPA Auto Parts | 11/22/2024 | Regular | 0.00 | 316.99 | 35334 |
| 4414 | Stowe's Collision Repair LLC | 11/22/2024 | Regular | 0.00 | 220.29 | 35335 |
| 4844 | USA BlueBook | 11/22/2024 | Regular | 0.00 | 394.47 | 35336 |
| 4975 | Wex Bank | 11/22/2024 | Regular | 0.00 | 5,537.66 | 35337 |
| 5498 | Workquest | 11/22/2024 | Regular | 0.00 | 237.00 | 35338 |
| 5638 | Alyse Leibel | 12/05/2024 | Regular | 0.00 | 75.00 | 35339 |
| 5332 | Brienne Thome | 12/05/2024 | Regular | 0.00 | 100.00 | 35340 |
| 5316 | David P Rice | 12/05/2024 | Regular | 0.00 | 300.00 | 35341 |
| 5639 | Evan Ballew | 12/05/2024 | Regular | 0.00 | 50.00 | 35342 |
| 5639 | Evan Ballew | 12/05/2024 | Regular | 0.00 | -50.00 | 35342 |
| 5637 | Gracepoint Homes | 12/05/2024 | Regular | 0.00 | 50.00 | 35343 |
| 2810 | Jennifer Brown | 12/05/2024 | Regular | 0.00 | 200.00 | 35344 |
| 2851 | Jim's Hardware | 12/05/2024 | Regular | 0.00 | 25.00 | 35345 |
| 5145 | Kevin Smith. | 12/05/2024 | Regular | 0.00 | 350.00 | 35346 |
| 5640 | Linda Fox | 12/05/2024 | Regular | 0.00 | 25.00 | 35347 |
| 5640 | Linda Fox | 12/05/2024 | Regular | 0.00 | -25.00 | 35347 |
| 4174 | Russell Skinner | 12/05/2024 | Regular | 0.00 | 75.00 | 35348 |
| 5528 | Terry Wilson | 12/05/2024 | Regular | 0.00 | 150.00 | 35349 |
| 1038 | Accurate Utility Supply, LLC | 12/10/2024 | Regular | 0.00 | 4,322.00 | 35350 |
| 1284 | Badger Meter | 12/10/2024 | Regular | 0.00 | 1,585.22 | 35351 |
| 1831 | Consolidated Communications | 12/10/2024 | Regular | 0.00 | 179.06 | 35352 |
| 1876 | Crown Paper and Chemical Inc. | 12/10/2024 | Regular | 0.00 | 570.00 | 35353 |
| 5231 | Fastest Labs - The Woodlands | 12/10/2024 | Regular | 0.00 | 295.00 | 35354 |
| 5231 | Fastest Labs - The Woodlands | 12/10/2024 | Regular | 0.00 | -295.00 | 35354 |
| 1786 | Frank Cody Skyvara | 12/10/2024 | Regular | 0.00 | 6,890.00 | 35355 |
| 2595 | Home Depot | 12/10/2024 | Regular | 0.00 | 213.95 | 35356 |
| 3343 | Luxury Air Commercial Services | 12/10/2024 | Regular | 0.00 | 1,304.00 | 35357 |
| 3895 | Performance Tinters | 12/10/2024 | Regular | 0.00 | 520.00 | 35358 |
| 4551 | Texas Excavation Safety System, Inc. | 12/10/2024 | Regular | 0.00 | 258.75 | 35359 |
| 4822 | UniFirst Holdings, Inc. | 12/10/2024 | Regular | 0.00 | 244.44 | 35360 |
| 4860 | Verizon Connect NWF, Inc | 12/10/2024 | Regular | 0.00 | 95.70 | 35361 |
| 5502 | Areli Meza | 12/10/2024 | Regular | 0.00 | 480.00 | 35374 |
| 1939 | Dataprose LLC | 12/10/2024 | Regular | 0.00 | 1,356.77 | 35375 |
| 2455 | Grant Works | 12/10/2024 | Regular | 0.00 | 4,625.00 | 35376 |
| 3578 | Montgomery Central Appraisal District | 12/10/2024 | Regular | 0.00 | 4,732.00 | 35377 |
| 3778 | Optimum Computer Solutions, Inc | 12/10/2024 | Regular | 0.00 | 2,000.00 | 35378 |
| 3818 | Optiquest Internet Services, Inc | 12/10/2024 | Regular | 0.00 | 1,279.84 | 35379 |
| 5596 | Traf-Tex LLC | 12/10/2024 | Regular | 0.00 | 152,496.74 | 35380 |
| 4801 | Tyler Technologies | 12/10/2024 | Regular | 0.00 | 41.00 | 35381 |
| 4926 | Waste Management | 12/10/2024 | Regular | 0.00 | 22,518.74 | 35382 |
| 4927 | Waste Management (2) | 12/10/2024 | Regular | 0.00 | 1,449.15 | 35383 |
| 5119 | Abel Aguirre. | 12/10/2024 | Regular | 0.00 | 200.00 | 35384 |
| 5184 | Bobby Smalley | 12/10/2024 | Regular | 0.00 | 200.00 | 35385 |

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| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|------------------------------------|--------------|--------------|-----------------|----------------|--------|
| 5343 | Charles Mistic | 12/10/2024 | Regular | 0.00 | 200.00 | 35386 |
| 5642 | Clifton Carter Robinson | 12/10/2024 | Regular | 0.00 | 200.00 | 35387 |
| 5316 | David P Rice | 12/10/2024 | Regular | 0.00 | 600.00 | 35388 |
| 5504 | Edward Fisher III | 12/10/2024 | Regular | 0.00 | 200.00 | 35389 |
| 5504 | Edward Fisher III | 12/10/2024 | Regular | 0.00 | -200.00 | 35389 |
| 5644 | Eli Bryand | 12/10/2024 | Regular | 0.00 | 200.00 | 35390 |
| 5514 | Hector Gonzalez | 12/10/2024 | Regular | 0.00 | 200.00 | 35391 |
| 5508 | Jacorey Dozier | 12/10/2024 | Regular | 0.00 | 200.00 | 35392 |
| 5185 | Jessica Edelman | 12/10/2024 | Regular | 0.00 | 200.00 | 35393 |
| 5586 | Jimmy E Drummond | 12/10/2024 | Regular | 0.00 | 200.00 | 35394 |
| 5641 | Joshua P Franklin | 12/10/2024 | Regular | 0.00 | 200.00 | 35395 |
| 5145 | Kevin Smith. | 12/10/2024 | Regular | 0.00 | 350.00 | 35396 |
| 5646 | LaTasha Coleman | 12/10/2024 | Regular | 0.00 | 200.00 | 35397 |
| 5511 | Matthew A Lopez | 12/10/2024 | Regular | 0.00 | 200.00 | 35398 |
| 5648 | Michael Fulton | 12/10/2024 | Regular | 0.00 | 200.00 | 35399 |
| 5346 | Norris L. Hayter | 12/10/2024 | Regular | 0.00 | 200.00 | 35400 |
| 4037 | Reed Edelman | 12/10/2024 | Regular | 0.00 | 200.00 | 35401 |
| 5647 | Richard Reynosa | 12/10/2024 | Regular | 0.00 | 200.00 | 35402 |
| 5516 | Savouth Uch | 12/10/2024 | Regular | 0.00 | -200.00 | 35403 |
| 5516 | Savouth Uch | 12/10/2024 | Regular | 0.00 | 200.00 | 35403 |
| 5522 | Thomas A Santellana | 12/10/2024 | Regular | 0.00 | 200.00 | 35404 |
| 5522 | Thomas A Santellana | 12/10/2024 | Regular | 0.00 | -200.00 | 35404 |
| 5645 | Thomas Tyree | 12/10/2024 | Regular | 0.00 | 200.00 | 35405 |
| 5643 | Timothy Lloyd Vaughn | 12/10/2024 | Regular | 0.00 | 200.00 | 35406 |
| 4764 | Travis Lawson | 12/10/2024 | Regular | 0.00 | 200.00 | 35407 |
| 1038 | Accurate Utility Supply, LLC | 12/12/2024 | Regular | 0.00 | 8,006.00 | 35408 |
| 1727 | City of Montgomery - GF | 12/12/2024 | Regular | 0.00 | 3,495.44 | 35409 |
| 1831 | Consolidated Communications | 12/12/2024 | Regular | 0.00 | 1,789.48 | 35410 |
| 2206 | Entergy | 12/12/2024 | Regular | 0.00 | 10,230.49 | 35411 |
| 3226 | LDC | 12/12/2024 | Regular | 0.00 | 119.66 | 35412 |
| 4495 | TCEQ | 12/12/2024 | Regular | 0.00 | 3,079.65 | 35413 |
| 4859 | Verizon | 12/12/2024 | Regular | 0.00 | 473.33 | 35414 |
| 2928 | Johnson Petrov LLP | 12/12/2024 | Regular | 0.00 | 44,930.84 | 35415 |
| 3645 | Montgomery SH 105 Associates, LLC | 12/12/2024 | Regular | 0.00 | 85,595.65 | 35416 |
| 5502 | Areli Meza | 12/12/2024 | Regular | 0.00 | 480.00 | 35417 |
| 5236 | Chad Peace | 12/12/2024 | Regular | 0.00 | 2,000.00 | 35418 |
| 5492 | Cody Watson Orum | 12/12/2024 | Regular | 0.00 | 200.00 | 35419 |
| 2443 | Gordon B. Dudley, Jr. | 12/12/2024 | Regular | 0.00 | 900.00 | 35420 |
| 5513 | Johnathan W West | 12/12/2024 | Regular | 0.00 | 200.00 | 35421 |
| 5451 | Katherine Ferguson | 12/12/2024 | Regular | 0.00 | 200.00 | 35422 |
| 3496 | Michael Shirley | 12/12/2024 | Regular | 0.00 | 450.00 | 35423 |
| 3818 | Optiquet Internet Services, Inc | 12/12/2024 | Regular | 0.00 | 1,273.00 | 35424 |
| 3981 | R.A.D. Systems | 12/12/2024 | Regular | 0.00 | 75.00 | 35425 |
| 5649 | Randolph Jack Glick | 12/12/2024 | Regular | 0.00 | 200.00 | 35426 |
| 4371 | Staples Business Credit | 12/12/2024 | Regular | 0.00 | 21.15 | 35427 |
| 4663 | Thomas Printing & Publishing | 12/12/2024 | Regular | 0.00 | 396.83 | 35428 |
| 5651 | Donald McCullough | 12/13/2024 | Regular | 0.00 | 200.00 | 35429 |
| 5650 | Marc Cody Payne | 12/13/2024 | Regular | 0.00 | 200.00 | 35430 |
| 2928 | Johnson Petrov LLP | 12/13/2024 | Regular | 0.00 | 7,090.50 | 35431 |
| 5516 | Savouth Uch | 12/16/2024 | Regular | 0.00 | 200.00 | 35432 |
| 1125 | Always Answer | 12/19/2024 | Regular | 0.00 | 88.88 | 35433 |
| 5526 | Conroe Golf Cars | 12/19/2024 | Regular | 0.00 | 661.00 | 35434 |
| 5068 | Conroe McCaffety Electric Co. Inc. | 12/19/2024 | Regular | 0.00 | 3,310.00 | 35435 |
| 5437 | Diamond Ice Company Inc | 12/19/2024 | Regular | 0.00 | 14,000.00 | 35436 |
| 2117 | DSHS Central Lab MC2004 | 12/19/2024 | Regular | 0.00 | 414.00 | 35437 |
| 2178 | Electrical Field Services, Inc. | 12/19/2024 | Regular | 0.00 | 2,152.50 | 35438 |
| 2206 | Entergy | 12/19/2024 | Regular | 0.00 | 7,203.56 | 35439 |
| 5485 | Hays Utility North Corporation | 12/19/2024 | Regular | 0.00 | 41,344.77 | 35440 |
| 2610 | Houston Chronicle | 12/19/2024 | Regular | 0.00 | 220.05 | 35441 |
| 2718 | Jacob McRae | 12/19/2024 | Regular | 0.00 | 250.00 | 35442 |
| 2850 | Jim's Hardware | 12/19/2024 | Regular | 0.00 | 1,024.75 | 35443 |

Check Report

Date Range: 10/01/2024 - 12/31/2024

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|---|--------------|--------------|-----------------|----------------|------------|
| 5145 | Kevin Smith. | 12/19/2024 | Regular | 0.00 | 700.00 | 35444 |
| 3761 | Northwest Pest Patrol | 12/19/2024 | Regular | 0.00 | 675.00 | 35445 |
| 3916 | Pizza Shack | 12/19/2024 | Regular | 0.00 | 588.00 | 35446 |
| 2130 | PVS DX, Inc. | 12/19/2024 | Regular | 0.00 | 2,391.56 | 35447 |
| 5588 | Raylie Pagan | 12/19/2024 | Regular | 0.00 | 250.00 | 35448 |
| 4246 | Secretary of State of Texas | 12/19/2024 | Regular | 0.00 | 3.00 | 35449 |
| 5529 | Sherry Imhoff | 12/19/2024 | Regular | 0.00 | 400.00 | 35450 |
| 5653 | Stephanie Johnson | 12/19/2024 | Regular | 0.00 | 484.83 | 35451 |
| 4501 | Texas Commission on Law Enforcement | 12/19/2024 | Regular | 0.00 | 35.00 | 35452 |
| 4663 | Thomas Printing & Publishing | 12/19/2024 | Regular | 0.00 | 584.86 | 35453 |
| 4910 | Waller County Asphalt | 12/19/2024 | Regular | 0.00 | 375.00 | 35454 |
| 5581 | Xylem Dewatering Solutions Inc | 12/19/2024 | Regular | 0.00 | 7,258.13 | 35455 |
| 3450 | Medical Air Services Association | 12/31/2024 | Regular | 0.00 | 19.38 | 35456 |
| 3450 | Medical Air Services Association | 12/31/2024 | Regular | 0.00 | 134.62 | 35457 |
| 3789 | Office of the Attorney General | 10/04/2024 | Bank Draft | 0.00 | 830.77 | DFT0000670 |
| 2174 | IRS - EFTPS | 10/09/2024 | Bank Draft | 0.00 | 23,848.67 | DFT0000671 |
| 3963 | Purchase Power | 10/04/2024 | Bank Draft | 0.00 | 300.00 | DFT0000672 |
| 4709 | TMRS | 10/14/2024 | Bank Draft | 0.00 | 35,310.18 | DFT0000676 |
| 5612 | Robert Half Inc | 10/11/2024 | Bank Draft | 0.00 | 458.31 | DFT0000677 |
| 5612 | Robert Half Inc | 10/11/2024 | Bank Draft | 0.00 | 769.50 | DFT0000678 |
| 3789 | Office of the Attorney General | 10/18/2024 | Bank Draft | 0.00 | 830.77 | DFT0000679 |
| 2174 | IRS - EFTPS | 10/23/2024 | Bank Draft | 0.00 | 22,388.38 | DFT0000680 |
| 4591 | Texas Workforce Commission | 10/29/2024 | Bank Draft | 0.00 | 409.12 | DFT0000681 |
| 5612 | Robert Half Inc | 10/24/2024 | Bank Draft | 0.00 | 764.58 | DFT0000682 |
| 5612 | Robert Half Inc | 10/24/2024 | Bank Draft | 0.00 | 769.50 | DFT0000683 |
| 3914 | Pitney Bowes Global Financial Srvs, LLC | 10/24/2024 | Bank Draft | 0.00 | 538.92 | DFT0000684 |
| 3789 | Office of the Attorney General | 11/01/2024 | Bank Draft | 0.00 | 830.77 | DFT0000685 |
| 2174 | IRS - EFTPS | 11/06/2024 | Bank Draft | 0.00 | 22,298.61 | DFT0000686 |
| 1072 | Aflac | 10/29/2024 | Bank Draft | 0.00 | 2,088.82 | DFT0000687 |
| 4975 | Wex Bank | 11/07/2024 | Bank Draft | 0.00 | 792.53 | DFT0000688 |
| 5612 | Robert Half Inc | 11/08/2024 | Bank Draft | 0.00 | 782.43 | DFT0000689 |
| 5612 | Robert Half Inc | 11/08/2024 | Bank Draft | 0.00 | 772.27 | DFT0000690 |
| 5612 | Robert Half Inc | 11/08/2024 | Bank Draft | 0.00 | 1,108.08 | DFT0000691 |
| 5612 | Robert Half Inc | 11/08/2024 | Bank Draft | 0.00 | 1,662.12 | DFT0000692 |
| 3789 | Office of the Attorney General | 11/15/2024 | Bank Draft | 0.00 | 830.77 | DFT0000694 |
| 2174 | IRS - EFTPS | 11/20/2024 | Bank Draft | 0.00 | 22,385.50 | DFT0000695 |
| 2174 | IRS - EFTPS | 11/27/2024 | Bank Draft | 0.00 | 2,202.41 | DFT0000696 |
| 5633 | Next Level Medical | 11/05/2024 | Bank Draft | 0.00 | 2,100.00 | DFT0000697 |
| 5612 | Robert Half Inc | 11/21/2024 | Bank Draft | 0.00 | 954.18 | DFT0000698 |
| 5612 | Robert Half Inc | 11/21/2024 | Bank Draft | 0.00 | 1,846.80 | DFT0000699 |
| 3789 | Office of the Attorney General | 11/29/2024 | Bank Draft | 0.00 | 830.77 | DFT0000702 |
| 2174 | IRS - EFTPS | 12/04/2024 | Bank Draft | 0.00 | 20,565.95 | DFT0000703 |
| 4705 | TX Health Benefits | 10/07/2024 | Bank Draft | 0.00 | 37,284.03 | DFT0000704 |
| 4975 | Wex Bank | 12/06/2024 | Bank Draft | 0.00 | 1,863.03 | DFT0000705 |
| 3963 | Purchase Power | 11/15/2024 | Bank Draft | 0.00 | 300.00 | DFT0000706 |
| 5612 | Robert Half Inc | 12/10/2024 | Bank Draft | 0.00 | 561.74 | DFT0000707 |
| 5612 | Robert Half Inc | 12/10/2024 | Bank Draft | 0.00 | 307.80 | DFT0000708 |
| 3789 | Office of the Attorney General | 12/13/2024 | Bank Draft | 0.00 | 830.77 | DFT0000709 |
| 2174 | IRS - EFTPS | 12/18/2024 | Bank Draft | 0.00 | 23,936.70 | DFT0000710 |
| 4709 | TMRS | 11/12/2024 | Bank Draft | 0.00 | 34,748.98 | DFT0000711 |
| 4709 | TMRS | 12/12/2024 | Bank Draft | 0.00 | 51,634.38 | DFT0000712 |
| 5612 | Robert Half Inc | 12/12/2024 | Bank Draft | 0.00 | 1,385.10 | DFT0000713 |
| 1548 | Card Service Center | 10/30/2024 | Bank Draft | 0.00 | 131.63 | DFT0000714 |
| 1548 | Card Service Center | 12/16/2024 | Bank Draft | 0.00 | -27.00 | DFT0000715 |
| 1548 | Card Service Center | 12/16/2024 | Bank Draft | 0.00 | 27.00 | DFT0000715 |
| 1548 | Card Service Center | 12/16/2024 | Bank Draft | 0.00 | 1,368.00 | DFT0000716 |
| 1548 | Card Service Center | 12/16/2024 | Bank Draft | 0.00 | -1,368.00 | DFT0000716 |
| 1548 | Card Service Center | 12/16/2024 | Bank Draft | 0.00 | -1,734.98 | DFT0000717 |
| 1548 | Card Service Center | 12/16/2024 | Bank Draft | 0.00 | 1,734.98 | DFT0000717 |
| 1548 | Card Service Center | 10/30/2024 | Bank Draft | 0.00 | 1,026.98 | DFT0000718 |
| 1548 | Card Service Center | 10/30/2024 | Bank Draft | 0.00 | 1,769.25 | DFT0000719 |

Check Report

Date Range: 10/01/2024 - 12/31/2024

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|--------------------------------|--------------|--------------|-----------------|----------------|------------|
| 1548 | Card Service Center | 10/30/2024 | Bank Draft | 0.00 | 125.74 | DFT0000720 |
| 1548 | Card Service Center | 10/30/2024 | Bank Draft | 0.00 | 870.52 | DFT0000721 |
| 1548 | Card Service Center | 10/30/2024 | Bank Draft | 0.00 | 787.33 | DFT0000722 |
| 1548 | Card Service Center | 10/30/2024 | Bank Draft | 0.00 | 64.80 | DFT0000723 |
| 1548 | Card Service Center | 10/30/2024 | Bank Draft | 0.00 | 527.10 | DFT0000724 |
| 1548 | Card Service Center | 10/30/2024 | Bank Draft | 0.00 | 250.00 | DFT0000725 |
| 1548 | Card Service Center | 10/30/2024 | Bank Draft | 0.00 | 907.00 | DFT0000726 |
| 1548 | Card Service Center | 10/30/2024 | Bank Draft | 0.00 | 7,642.72 | DFT0000727 |
| 1548 | Card Service Center | 10/30/2024 | Bank Draft | 0.00 | 3,871.97 | DFT0000728 |
| 4705 | TX Health Benefits | 11/01/2024 | Bank Draft | 0.00 | 38,679.61 | DFT0000733 |
| 5633 | Next Level Medical | 12/02/2024 | Bank Draft | 0.00 | 2,100.00 | DFT0000734 |
| 5652 | Enterprise FM Trust | 11/20/2024 | Bank Draft | 0.00 | 2,958.24 | DFT0000735 |
| 5652 | Enterprise FM Trust | 12/20/2024 | Bank Draft | 0.00 | 6,627.76 | DFT0000736 |
| 2174 | IRS - EFTPS | 12/18/2024 | Bank Draft | 0.00 | 19.95 | DFT0000737 |
| 1072 | Aflac | 12/18/2024 | Bank Draft | 0.00 | -73.08 | DFT0000738 |
| 3789 | Office of the Attorney General | 12/27/2024 | Bank Draft | 0.00 | 830.77 | DFT0000741 |
| 1548 | Card Service Center | 10/30/2024 | Bank Draft | 0.00 | 3,129.98 | DFT0000746 |
| 1548 | Card Service Center | 11/27/2024 | Bank Draft | 0.00 | 15,944.01 | DFT0000747 |
| 1072 | Aflac | 12/31/2024 | Bank Draft | 0.00 | 2,399.86 | DFT0000748 |
| 4705 | TX Health Benefits | 12/05/2024 | Bank Draft | 0.00 | 40,633.67 | DFT0000749 |
| 1072 | Aflac | 12/02/2024 | Bank Draft | 0.00 | 3,098.58 | DFT0000750 |
| 1548 | Card Service Center | 12/30/2024 | Bank Draft | 0.00 | 13,704.91 | DFT0000765 |

Bank Code AP General Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|----------------|---------------|---------------|-------------|---------------------|
| Regular Checks | 555 | 319 | 0.00 | 1,698,737.69 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 11 | 0.00 | -50,324.64 |
| Bank Drafts | 192 | 69 | 0.00 | 470,152.54 |
| EFT's | 123 | 43 | 0.00 | 1,100,253.70 |
| | 870 | 442 | 0.00 | 3,218,819.29 |

Check Report

Date Range: 10/01/2024 - 12/31/2024

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|------------------------------------|------------------|--------------|--------------|-----------------|----------------|--------|
| Bank Code: AP MEDC-AP MEDC Account | | | | | | |
| 5526 | Conroe Golf Cars | 10/14/2024 | Regular | 0.00 | -907.00 | 2535 |
| 5526 | Conroe Golf Cars | 10/14/2024 | Regular | 0.00 | 907.00 | 2535 |

Bank Code AP MEDC Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|----------------|---------------|---------------|-------------|-------------|
| Regular Checks | 1 | 1 | 0.00 | 907.00 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 1 | 0.00 | -907.00 |
| Bank Drafts | 0 | 0 | 0.00 | 0.00 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 1 | 2 | 0.00 | 0.00 |

All Bank Codes Check Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|----------------|---------------|---------------|-------------|---------------------|
| Regular Checks | 556 | 320 | 0.00 | 1,699,644.69 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 12 | 0.00 | -51,231.64 |
| Bank Drafts | 192 | 69 | 0.00 | 470,152.54 |
| EFT's | 123 | 43 | 0.00 | 1,100,253.70 |
| | 871 | 444 | 0.00 | 3,218,819.29 |

Fund Summary

| Fund | Name | Period | Amount |
|------|-------------------------|---------|---------------------|
| 999 | Pooled Cash - Operating | 10/2024 | 896,157.00 |
| 999 | Pooled Cash - Operating | 11/2024 | 1,312,925.68 |
| 999 | Pooled Cash - Operating | 12/2024 | 1,009,736.61 |
| | | | 3,218,819.29 |

Item 18.

Budget Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|--|---|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| Expense | | | | | | | |
| Department: 15 - Montgomery PID | | | | | | | |
| 150-15-17500-0000000 | Montgomery PID - Property Tax Re... | 45,995.00 | 45,995.00 | 0.00 | 0.00 | 45,995.00 | 100.00 % |
| Department: 15 - Montgomery PID Total: | | 45,995.00 | 45,995.00 | 0.00 | 0.00 | 45,995.00 | 100.00% |
| Expense Total: | | 45,995.00 | 45,995.00 | 0.00 | 0.00 | 45,995.00 | 100.00% |
| Fund: 150 - Montgomery PID Surplus (Deficit): | | 600.00 | 600.00 | 0.00 | 0.00 | -600.00 | 100.00% |
| Fund: 200 - Capital Projects | | | | | | | |
| Revenue | | | | | | | |
| Department: 00 - Revenue | | | | | | | |
| 200-00-24003-0000000 | Transfer from MEDC - Other | 0.00 | 0.00 | 16,666.67 | 49,999.97 | 49,999.97 | 0.00 % |
| 200-00-24500-0000000 | Interest Earned on Investments | 0.00 | 0.00 | 18,797.77 | 57,702.59 | 57,702.59 | 0.00 % |
| Department: 00 - Revenue Total: | | 0.00 | 0.00 | 35,464.44 | 107,702.56 | 107,702.56 | 0.00% |
| Revenue Total: | | 0.00 | 0.00 | 35,464.44 | 107,702.56 | 107,702.56 | 0.00% |
| Expense | | | | | | | |
| Department: 20 - Capital Projects | | | | | | | |
| 200-20-16217-0000500 | Eng - Old Plantersville Force Main E... | 0.00 | 0.00 | 1,638.75 | 1,638.75 | -1,638.75 | 0.00 % |
| 200-20-16217-0001100 | Eng - Sanitary Sewer & Manhole Re... | 0.00 | 0.00 | 1,442.50 | 1,442.50 | -1,442.50 | 0.00 % |
| 200-20-16217-0001400 | Eng - Buffalo Springs Dr. Road Impr. | 0.00 | 0.00 | 1,734.25 | 1,734.25 | -1,734.25 | 0.00 % |
| 200-20-16217-0001500 | Eng - Buffalo Springs Dr & SH-105 T... | 0.00 | 0.00 | 4,639.25 | 4,639.25 | -4,639.25 | 0.00 % |
| 200-20-16217-0001600 | Eng - WP #2 Improvements | 0.00 | 0.00 | 6,567.63 | 6,567.63 | -6,567.63 | 0.00 % |
| 200-20-16217-0001700 | Eng - FM 1097 Sanitary Sewer Impr... | 0.00 | 0.00 | 8,035.63 | 8,035.63 | -8,035.63 | 0.00 % |
| 200-20-17001-0000400 | Misc - Old Plantersville Waterline Ext | 0.00 | 0.00 | 0.00 | 5,271.00 | -5,271.00 | 0.00 % |
| 200-20-26400-0001600 | Cons - WP #2 Improvements | 0.00 | 0.00 | 40,600.00 | 183,900.00 | -183,900.00 | 0.00 % |
| 200-20-26500-0001400 | Cons - Buffalo Springs Dr Road Impr | 0.00 | 0.00 | 0.00 | 51,625.50 | -51,625.50 | 0.00 % |
| 200-20-26500-0001500 | Cons- Buffalo Springs Dr & SH 105 T... | 0.00 | 0.00 | 7,777.00 | 7,777.00 | -7,777.00 | 0.00 % |
| Department: 20 - Capital Projects Total: | | 0.00 | 0.00 | 72,435.01 | 272,631.51 | -272,631.51 | 0.00% |
| Expense Total: | | 0.00 | 0.00 | 72,435.01 | 272,631.51 | -272,631.51 | 0.00% |
| Fund: 200 - Capital Projects Surplus (Deficit): | | 0.00 | 0.00 | -36,970.57 | -164,928.95 | -164,928.95 | 0.00% |
| Fund: 300 - Water & Sewer | | | | | | | |
| Revenue | | | | | | | |
| Department: 00 - Revenue | | | | | | | |
| 300-00-34110-0000000 | Water Revenue | 916,000.00 | 916,000.00 | 75,101.80 | 286,968.40 | -629,031.60 | 68.67 % |
| 300-00-34130-0000000 | Lone Star Ground Water Revenue | 9,360.00 | 9,360.00 | 824.39 | 3,310.58 | -6,049.42 | 64.63 % |
| 300-00-34140-0000000 | Application Fee | 6,000.00 | 6,000.00 | 660.00 | 2,220.00 | -3,780.00 | 63.00 % |
| 300-00-34150-0000000 | Disconnect Reconnect | 4,000.00 | 4,000.00 | 800.00 | 2,550.00 | -1,450.00 | 36.25 % |
| 300-00-34160-0000000 | Sewer Revenue | 887,000.00 | 887,000.00 | 66,274.05 | 224,625.40 | -662,374.60 | 74.68 % |
| 300-00-34170-0000000 | Tap Fees/Inspections | 450,000.00 | 450,000.00 | 28,317.50 | 84,345.00 | -365,655.00 | 81.26 % |
| 300-00-34180-0000000 | Grease Trap Inspections | 35,000.00 | 35,000.00 | 2,860.00 | 8,515.00 | -26,485.00 | 75.67 % |
| 300-00-34190-0000000 | Late Charges | 18,200.00 | 18,200.00 | 2,066.78 | 6,949.20 | -11,250.80 | 61.82 % |
| 300-00-34200-0000000 | Returned Check Fee | 500.00 | 500.00 | 0.00 | 0.00 | -500.00 | 100.00 % |
| 300-00-34210-0000000 | Backflow Testing | 1,000.00 | 1,000.00 | 0.00 | 0.00 | -1,000.00 | 100.00 % |
| 300-00-34220-0000000 | Solid Waste Revenue | 285,300.00 | 285,300.00 | 25,725.04 | 76,575.07 | -208,724.93 | 73.16 % |
| 300-00-34320-0000000 | Groundwater Reduction Revenue | 213,200.00 | 213,200.00 | 19,432.05 | 78,035.10 | -135,164.90 | 63.40 % |
| 300-00-34420-0000000 | Impact Fees - Capital Cost | 1,170,000.00 | 1,170,000.00 | 0.00 | 0.00 | -1,170,000.00 | 100.00 % |
| 300-00-34430-0000000 | Interest Income | 1,000.00 | 1,000.00 | 1,410.28 | 3,552.95 | 2,552.95 | 355.30 % |
| 300-00-34440-0000000 | Interest earned on Investments | 80,000.00 | 80,000.00 | 7,152.25 | 22,079.04 | -57,920.96 | 72.40 % |
| 300-00-34450-0000000 | Meter Box Replacement | 1,500.00 | 1,500.00 | 0.00 | 0.00 | -1,500.00 | 100.00 % |
| 300-00-34460-0000000 | EndPoint Charge | 500.00 | 500.00 | 0.00 | 0.00 | -500.00 | 100.00 % |
| 300-00-34470-0000000 | Miscellaneous Revenue & ETS Reve... | 10,000.00 | 10,000.00 | 1,962.50 | 5,472.50 | -4,527.50 | 45.28 % |
| 300-00-34500-0000000 | Use of Surplus Funds | 196,193.00 | 196,193.00 | 0.00 | 0.00 | -196,193.00 | 100.00 % |
| 300-00-34530-0000000 | Utility Contracts | 2,000.00 | 2,000.00 | 554.81 | 828.87 | -1,171.13 | 58.56 % |
| Department: 00 - Revenue Total: | | 4,286,753.00 | 4,286,753.00 | 233,141.45 | 806,027.11 | -3,480,725.89 | 81.20% |
| Revenue Total: | | 4,286,753.00 | 4,286,753.00 | 233,141.45 | 806,027.11 | -3,480,725.89 | 81.20% |

1/23/2025 11:55:45 AM

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Item 18.

Budget Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|--|--|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| Expense | | | | | | | |
| Department: 70 - Court Security | | | | | | | |
| 700-70-76120-0000000 | Contracted Services - Security Servi... | 2,300.00 | 2,300.00 | 0.00 | 0.00 | 2,300.00 | 100.00 % |
| | Department: 70 - Court Security Total: | 2,300.00 | 2,300.00 | 0.00 | 0.00 | 2,300.00 | 100.00% |
| | Expense Total: | 2,300.00 | 2,300.00 | 0.00 | 0.00 | 2,300.00 | 100.00% |
| | Fund: 700 - Court Security Surplus (Deficit): | 5,105.00 | 5,105.00 | 640.94 | 1,823.42 | -3,281.58 | 64.28% |
| Fund: 710 - Child Safety | | | | | | | |
| Revenue | | | | | | | |
| Department: 00 - Revenue | | | | | | | |
| 710-00-14340-0000000 | MC-Child Safety Fees | 100.00 | 100.00 | 0.00 | 25.00 | -75.00 | 75.00 % |
| 710-00-14670-0000000 | Interest Income | 1.00 | 1.00 | 0.75 | 1.83 | 0.83 | 183.00 % |
| | Department: 00 - Revenue Total: | 101.00 | 101.00 | 0.75 | 26.83 | -74.17 | 73.44% |
| | Revenue Total: | 101.00 | 101.00 | 0.75 | 26.83 | -74.17 | 73.44% |
| | Fund: 710 - Child Safety Total: | 101.00 | 101.00 | 0.75 | 26.83 | -74.17 | 73.44% |
| Fund: 720 - Truancy Prevention | | | | | | | |
| Revenue | | | | | | | |
| Department: 00 - Revenue | | | | | | | |
| 720-00-14341-0000000 | MC-Truancy Prevention Fees | 7,000.00 | 7,000.00 | 582.39 | 1,702.86 | -5,297.14 | 75.67 % |
| 720-00-14670-0000000 | Interest Income | 5.00 | 5.00 | 43.82 | 105.54 | 100.54 | 2,110.80 % |
| | Department: 00 - Revenue Total: | 7,005.00 | 7,005.00 | 626.21 | 1,808.40 | -5,196.60 | 74.18% |
| | Revenue Total: | 7,005.00 | 7,005.00 | 626.21 | 1,808.40 | -5,196.60 | 74.18% |
| | Fund: 720 - Truancy Prevention Total: | 7,005.00 | 7,005.00 | 626.21 | 1,808.40 | -5,196.60 | 74.18% |
| Fund: 730 - Jury - Local | | | | | | | |
| Revenue | | | | | | | |
| Department: 00 - Revenue | | | | | | | |
| 730-00-14342-0000000 | MC-Jury Fees | 125.00 | 125.00 | 11.65 | 34.06 | -90.94 | 72.75 % |
| 730-00-14670-0000000 | Interest Income | 1.00 | 1.00 | 0.11 | 0.24 | -0.76 | 76.00 % |
| | Department: 00 - Revenue Total: | 126.00 | 126.00 | 11.76 | 34.30 | -91.70 | 72.78% |
| | Revenue Total: | 126.00 | 126.00 | 11.76 | 34.30 | -91.70 | 72.78% |
| | Fund: 730 - Jury - Local Total: | 126.00 | 126.00 | 11.76 | 34.30 | -91.70 | 72.78% |
| Fund: 750 - Court Technology | | | | | | | |
| Revenue | | | | | | | |
| Department: 00 - Revenue | | | | | | | |
| 750-00-74120-0000000 | Court Technology Fees | 6,000.00 | 6,000.00 | 482.20 | 1,381.06 | -4,618.94 | 76.98 % |
| 750-00-74210-0000000 | Interest Income | 40.00 | 40.00 | 162.39 | 395.48 | 355.48 | 988.70 % |
| 750-00-74400-0000000 | Court Efficiency Fees | 50.00 | 50.00 | 0.00 | 0.00 | -50.00 | 100.00 % |
| | Department: 00 - Revenue Total: | 6,090.00 | 6,090.00 | 644.59 | 1,776.54 | -4,313.46 | 70.83% |
| | Revenue Total: | 6,090.00 | 6,090.00 | 644.59 | 1,776.54 | -4,313.46 | 70.83% |
| Expense | | | | | | | |
| Department: 75 - Court Technology | | | | | | | |
| 750-75-76320-0000000 | Computer Technology | 1,000.00 | 1,000.00 | 0.00 | 999.62 | 0.38 | 0.04 % |
| | Department: 75 - Court Technology Total: | 1,000.00 | 1,000.00 | 0.00 | 999.62 | 0.38 | 0.04% |
| | Expense Total: | 1,000.00 | 1,000.00 | 0.00 | 999.62 | 0.38 | 0.04% |
| | Fund: 750 - Court Technology Surplus (Deficit): | 5,090.00 | 5,090.00 | 644.59 | 776.92 | -4,313.08 | 84.74% |
| Fund: 800 - Hotel Occupancy | | | | | | | |
| Revenue | | | | | | | |
| Department: 00 - Revenue | | | | | | | |
| 800-00-84110-0000000 | Taxes and Franchise Fees - Hotel Oc... | 3,500.00 | 3,500.00 | 0.00 | 922.28 | -2,577.72 | 73.65 % |
| 800-00-84210-0000000 | Interest Income | 40.00 | 40.00 | 132.14 | 319.47 | 279.47 | 798.68 % |
| | Department: 00 - Revenue Total: | 3,540.00 | 3,540.00 | 132.14 | 1,241.75 | -2,298.25 | 64.92% |
| | Revenue Total: | 3,540.00 | 3,540.00 | 132.14 | 1,241.75 | -2,298.25 | 64.92% |

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Page 8 of 10

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Budget Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

| | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|--------------------------|-------------------------|--------------------|---------------------|--|----------------------|
| Expense | | | | | | |
| Department: 80 - Hotel Occupancy | | | | | | |
| 800-80-86200-0000000 Tourism Expenses | 3,500.00 | 3,500.00 | 0.00 | 0.00 | 3,500.00 | 100.00 % |
| Department: 80 - Hotel Occupancy Total: | 3,500.00 | 3,500.00 | 0.00 | 0.00 | 3,500.00 | 100.00% |
| Expense Total: | 3,500.00 | 3,500.00 | 0.00 | 0.00 | 3,500.00 | 100.00% |
| Fund: 800 - Hotel Occupancy Surplus (Deficit): | 40.00 | 40.00 | 132.14 | 1,241.75 | 1,201.75 | -3,004.38% |
| Fund: 850 - Police Asset | | | | | | |
| Revenue | | | | | | |
| Department: 00 - Revenue | | | | | | |
| 850-00-84130-0000000 Interest Income | 0.00 | 0.00 | 75.21 | 183.72 | 183.72 | 0.00 % |
| Department: 00 - Revenue Total: | 0.00 | 0.00 | 75.21 | 183.72 | 183.72 | 0.00% |
| Revenue Total: | 0.00 | 0.00 | 75.21 | 183.72 | 183.72 | 0.00% |
| Fund: 850 - Police Asset Total: | 0.00 | 0.00 | 75.21 | 183.72 | 183.72 | 0.00% |
| Fund: 860 - Shop w/a Cop | | | | | | |
| Revenue | | | | | | |
| Department: 00 - Revenue | | | | | | |
| 860-00-14600-0000000 Shop w/a Cop Donations | 4,000.00 | 4,000.00 | 5,245.00 | 9,945.00 | 5,945.00 | 248.63 % |
| 860-00-14670-0000000 Interest Income | 10.00 | 10.00 | 49.67 | 68.42 | 58.42 | 684.20 % |
| Department: 00 - Revenue Total: | 4,010.00 | 4,010.00 | 5,294.67 | 10,013.42 | 6,003.42 | 149.71% |
| Revenue Total: | 4,010.00 | 4,010.00 | 5,294.67 | 10,013.42 | 6,003.42 | 149.71% |
| Expense | | | | | | |
| Department: 86 - Shop w/a Cop | | | | | | |
| 860-86-17010-0000000 Shop w/a Cop | 4,000.00 | 4,000.00 | 4,395.37 | 4,395.37 | -395.37 | -9.88 % |
| Department: 86 - Shop w/a Cop Total: | 4,000.00 | 4,000.00 | 4,395.37 | 4,395.37 | -395.37 | -9.88% |
| Expense Total: | 4,000.00 | 4,000.00 | 4,395.37 | 4,395.37 | -395.37 | -9.88% |
| Fund: 860 - Shop w/a Cop Surplus (Deficit): | 10.00 | 10.00 | 899.30 | 5,618.05 | 5,608.05 | 56,080.50% |
| Report Surplus (Deficit): | 218,508.00 | 218,508.00 | 915,561.91 | 1,936,246.13 | 1,717,738.13 | -786.12% |

Item 18.

Budget Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

Fund Summary

| Fund | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) |
|----------------------------------|--------------------------|-------------------------|--------------------|---------------------|--|
| 100 - General Fund | 171,401.00 | 171,401.00 | 646,208.58 | 1,200,465.30 | 1,029,064.30 |
| 150 - Montgomery PID | 600.00 | 600.00 | 0.00 | 0.00 | -600.00 |
| 200 - Capital Projects | 0.00 | 0.00 | -36,970.57 | -164,928.95 | -164,928.95 |
| 300 - Water & Sewer | 0.00 | 0.00 | -6,177.74 | 174,840.19 | 174,840.19 |
| 400 - MEDC | 20,882.00 | 20,882.00 | 68,107.95 | 324,851.69 | 303,969.69 |
| 500 - Debt Service | 8,148.00 | 8,148.00 | 241,362.79 | 389,504.51 | 381,356.51 |
| 700 - Court Security | 5,105.00 | 5,105.00 | 640.94 | 1,823.42 | -3,281.58 |
| 710 - Child Safety | 101.00 | 101.00 | 0.75 | 26.83 | -74.17 |
| 720 - Truancy Prevention | 7,005.00 | 7,005.00 | 626.21 | 1,808.40 | -5,196.60 |
| 730 - Jury - Local | 126.00 | 126.00 | 11.76 | 34.30 | -91.70 |
| 750 - Court Technology | 5,090.00 | 5,090.00 | 644.59 | 776.92 | -4,313.08 |
| 800 - Hotel Occupancy | 40.00 | 40.00 | 132.14 | 1,241.75 | 1,201.75 |
| 850 - Police Asset | 0.00 | 0.00 | 75.21 | 183.72 | 183.72 |
| 860 - Shop w/a Cop | 10.00 | 10.00 | 899.30 | 5,618.05 | 5,608.05 |
| Report Surplus (Deficit): | 218,508.00 | 218,508.00 | 915,561.91 | 1,936,246.13 | 1,717,738.13 |

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Page 10 of 10

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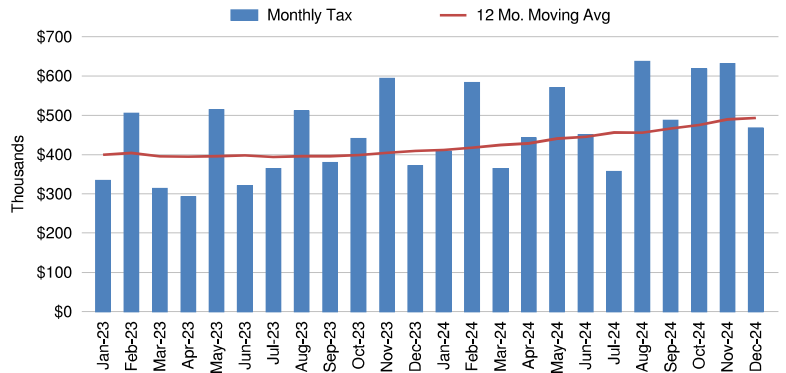
SALES TAX SNAPSHOT Montgomery

Dec-24

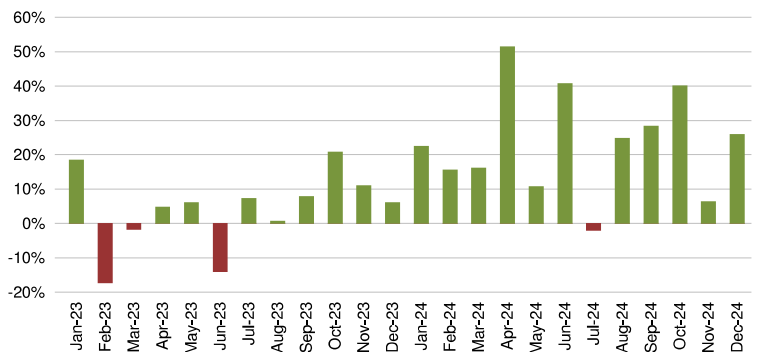
Sales Tax Net Payments

| FY Mo. | FY2024 | FY2025 | YoY % Change |
|-----------------|---------------------|---------------------|--------------|
| Oct | \$ 440,686 | \$ 617,255 | 40.1% |
| Nov | \$ 593,535 | \$ 631,085 | 6.3% |
| Dec | \$ 371,287 | \$ 467,262 | 25.8% |
| Jan | \$ 408,207 | | |
| Feb | \$ 582,824 | | |
| Mar | \$ 363,747 | | |
| Apr | \$ 441,669 | | |
| May | \$ 569,427 | | |
| Jun | \$ 449,977 | | |
| Jul | \$ 356,246 | | |
| Aug | \$ 636,689 | | |
| Sep | \$ 486,519 | | |
| FYTD | \$ 1,405,508 | \$ 1,715,602 | 22.1% |
| FY Total | \$ 5,700,814 | | |

Sales Tax Net Payments Trend



Sales Tax Net Payments Change - YoY



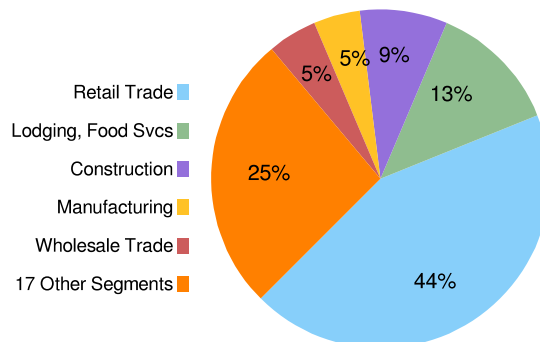
Top 10 Taxpayers

| Rank | Company | FYTD Collections | % Total |
|-------------------------|------------------------------------|---------------------|---------------|
| 1 | KROGER TEXAS L.P. | | |
| 2 | MCCOY CORPORATION | | |
| 3 | PATTERSON-UTI DRILLING COMPANY LLC | | |
| 4 | THE OTHER SIDE INC. | | |
| 5 | GOOGLE LLC | | |
| 6 | RISE COLLECTIVE LLC | | |
| 7 | ENTERGY TEXAS INC. | | |
| 8 | AZZIP ENTERPRISES INC. | | |
| 9 | HOME DEPOT U.S.A. INC. | | |
| 10 | EMJ CONSTRUCTION LLC | | |
| Top 10 Companies | | \$ 602,552 | 34.4% |
| 6266 | Other Large Companies | \$ 1,122,049 | 64.1% |
| | Small Companies/Other | \$ 6,107 | 0.3% |
| | Single Local Tax Rate (SLT) | \$ 19,511 | 1.1% |
| Total | | \$ 1,750,218 | 100.0% |

Industry Segment Collections Trend - YoY % Chg

| SEGMENT | Jul | Aug | Sep | Oct | Nov | Dec |
|---------------------------|--------------|--------------|--------------|--------------|-------------|--------------|
| Retail Trade | 14.3% | 5.4% | 30.3% | 51.5% | -27.7% | 34.2% |
| Lodging, Food Svcs | 22.0% | 11.9% | 7.3% | 16.6% | 2.9% | 29.8% |
| Construction | 79.0% | -26.6% | 77.2% | -4.5% | 35.3% | -26.1% |
| Mining, Oil/Gas Extr | -97.2% | 4302.4% | 922.6% | 136.8% | 196.2% | -69.9% |
| Information excl. Telecom | 21.1% | 9.7% | 30.0% | 15.9% | -0.2% | 30.7% |
| All Others | -49.6% | 16.2% | -10.6% | 4.9% | 18.8% | 34.6% |
| Total Collections | -2.7% | 25.0% | 28.1% | 40.2% | 5.1% | 25.7% |

Sales Tax Collections by Industry Segment

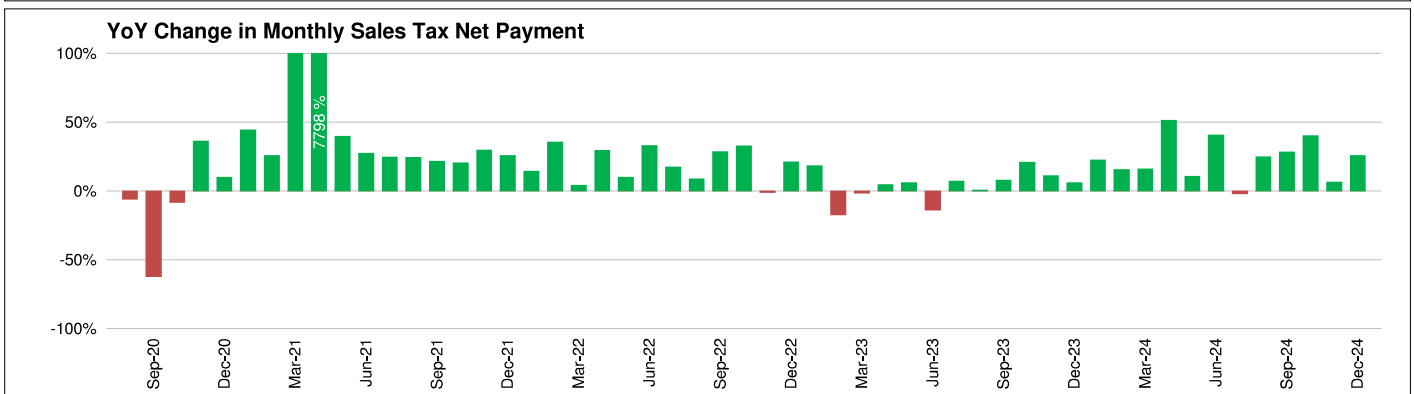
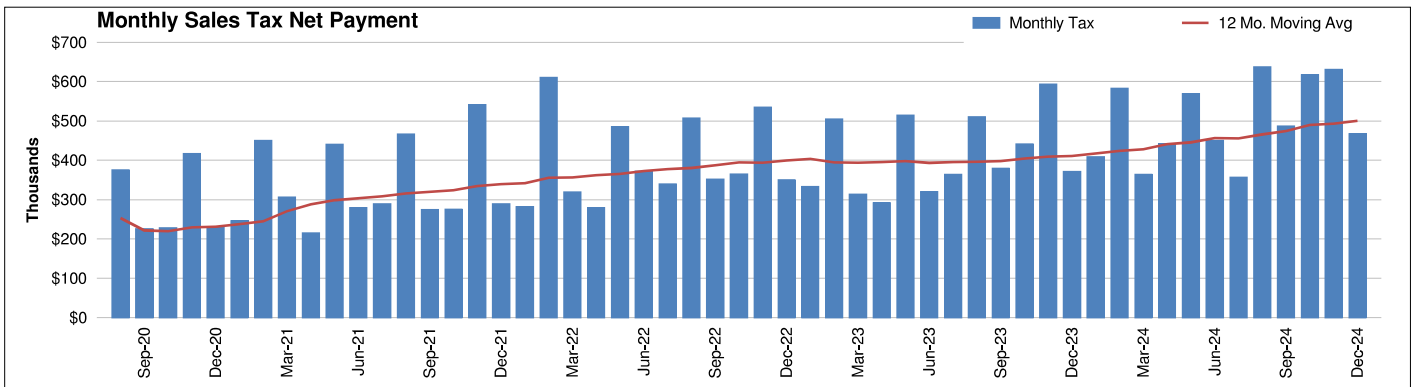
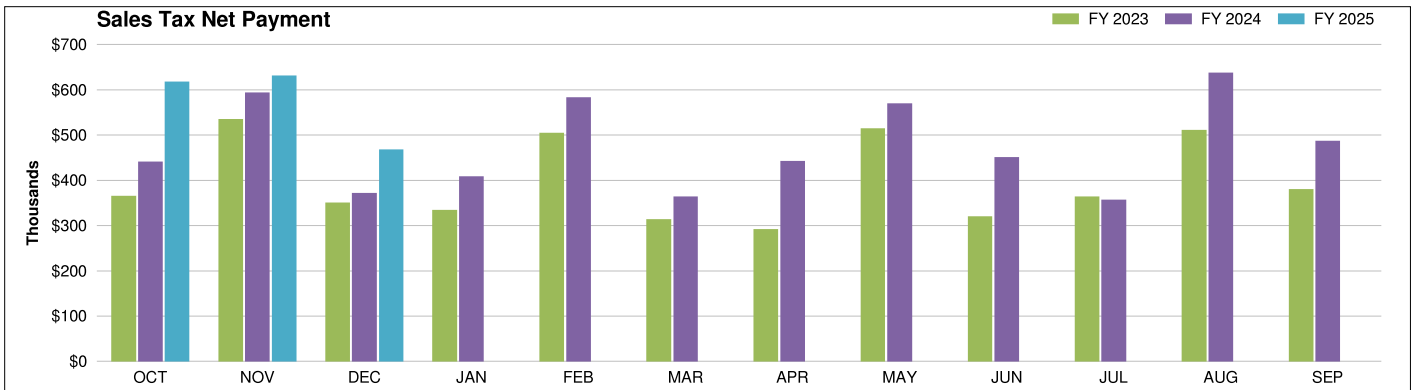


Montgomery - Sales Tax Net Payment Trend

| | FISCAL YEAR | | | | |
|-------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | 2021 | 2022 | 2023 | 2024 | 2025 |
| Oct | \$ 227,918 | \$ 274,763 | \$ 364,693 | \$ 440,686 | \$ 617,255 |
| Nov | \$ 416,557 | \$ 540,960 | \$ 534,537 | \$ 593,535 | \$ 631,085 |
| Dec | \$ 229,774 | \$ 288,958 | \$ 349,954 | \$ 371,287 | \$ 467,262 |
| Jan | \$ 246,167 | \$ 281,477 | \$ 333,333 | \$ 408,207 | |
| Feb | \$ 450,079 | \$ 610,440 | \$ 504,516 | \$ 582,824 | |
| Mar | \$ 306,202 | \$ 318,775 | \$ 313,269 | \$ 363,747 | |
| Apr | \$ 215,207 | \$ 278,593 | \$ 291,741 | \$ 441,669 | |
| May | \$ 440,193 | \$ 484,877 | \$ 514,234 | \$ 569,427 | |
| Jun | \$ 279,583 | \$ 371,795 | \$ 319,648 | \$ 449,977 | |
| Jul | \$ 288,879 | \$ 339,254 | \$ 363,681 | \$ 356,246 | |
| Aug | \$ 466,306 | \$ 506,664 | \$ 510,407 | \$ 636,689 | |
| Sep | \$ 273,784 | \$ 351,555 | \$ 379,179 | \$ 486,519 | |
| YEAR | \$ 3,840,647 | \$ 4,648,110 | \$ 4,779,193 | \$ 5,700,814 | \$ 1,715,602 |

| Change: FY '25/'24 | | | |
|--------------------|-------|--------------|-------|
| Month | | Year-to-Date | |
| \$ | % | \$ | YTD % |
| \$ 176,569 | 40.1% | \$ 176,569 | 40.1% |
| \$ 37,550 | 6.3% | \$ 214,119 | 20.7% |
| \$ 95,975 | 25.8% | \$ 310,094 | 22.1% |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

YoY Change 21.0% 2.8% 19.3% na



Montgomery
SALES TAX PAYMENT DETAIL

Dec-24

Fiscal Year: Oct-Sep

| COLLECTIONS | Dec-23 | Dec-24 | Chg. \$ Chg. % | Prior FYTD | Current FYTD | Chg. \$ Chg. % |
|-----------------------|----------------|----------------|---------------------------|-----------------------|-------------------------|---------------------------|
| Current Period | 354,827 | 449,150 | 94,323 26.6% | 1,316,670 | 1,552,834 | 236,164 17.9% |
| Prior Period | 9,142 | 8,270 | (872) -9.5% | 34,772 | 17,914 | (16,858) -48.5% |
| Future Period | 13 | 1,164 | 1,151 8789.5% | 33,977 | 135,269 | 101,293 298.1% |
| Audit | 8,072 | 9,439 | 1,368 16.9% | 35,846 | 23,900 | (11,946) -33.3% |
| Unidentified | 342 | 152 | (190) -55.5% | 721 | 791 | 70 9.7% |
| Single Local Tax Rate | 1,775 | 5,205 | 3,430 193.2% | 12,007 | 19,511 | 7,504 62.5% |
| TOTAL | 374,171 | 473,381 | 99,210 26.5% | 1,433,993 | 1,750,218 | 316,225 22.1% |
| Service Fee | (7,483) | (9,468) | (1,984) 26.5% | (28,680) | (35,004) | (6,325) 22.1% |
| Current Retained | (7,334) | (9,278) | (1,945) 26.5% | (28,106) | (34,304) | (6,198) 22.1% |
| Prior Retained | 11,933 | 12,626 | 694 5.8% | 28,301 | 34,693 | 6,391 22.6% |
| NET PAYMENT | 371,287 | 467,262 | 95,975 25.8% | 1,405,508 | 1,715,602 | 310,094 22.1% |

Montgomery
TOP 30 COMPANIES RANK and CHANGE SUMMARY
Dec-24

Fiscal Year: Oct-Sep

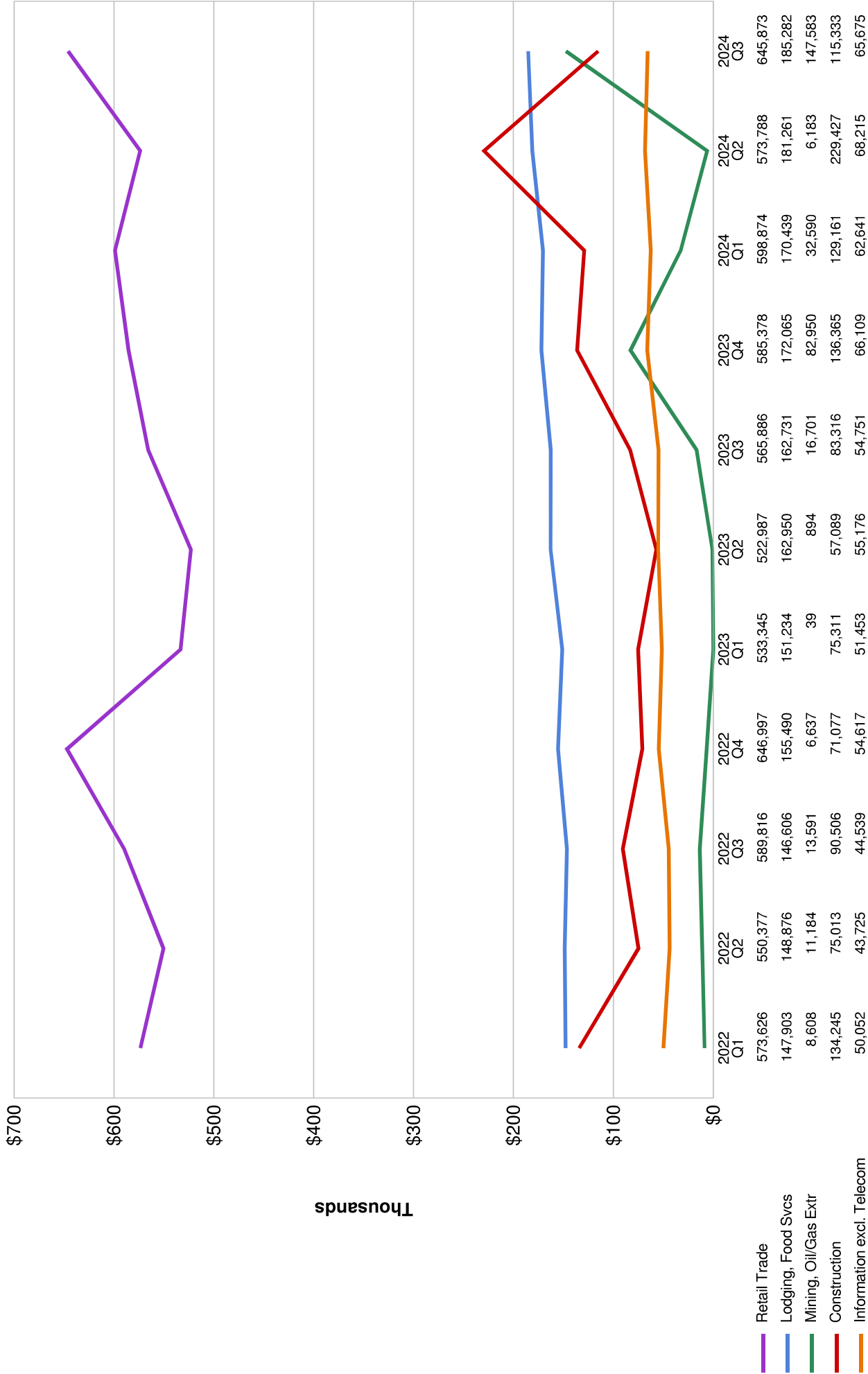
| Rank* | Company | NAICS Key | Prior Fiscal YTD Sales Tax Collections | Current Fiscal YTD Sales Tax Collections | Change \$ | Change % | Current Fiscal YTD % Total Collections |
|--|---------------------------------------|--------------|---|---|----------------|---------------|---|
| 1 | KROGER TEXAS L.P. | 9 | | | | | |
| 2 | MCCOY CORPORATION | 9 | | | | | |
| 3 | PATTERSON-UTI DRILLING COMPANY LLC | 2 | | | | | |
| 4 | THE OTHER SIDE INC. | 22 | | | | | |
| 5 | GOOGLE LLC | 11 | | | | | |
| 6 | RISE COLLECTIVE LLC | 4 | | | | | |
| 7 | ENTERGY TEXAS INC. | 3 | | | | | |
| 8 | AZZIP ENTERPRISES INC. | 22 | | | | | |
| 9 | HOME DEPOT U.S.A. INC. | 9 | | | | | |
| 10 | EMJ CONSTRUCTION LLC | 4 | | | | | |
| TOP 10 LARGE** COMPANIES | | | 508,436 | 602,552 | 94,116 | 18.5% | 34.4% |
| 11 | BROOKSHIRE BROTHERS INC. | 9 | | | | | |
| 12 | K. HOVNIANIAN OF HOUSTON II L.L.C. | 4 | | | | | |
| 13 | MCKINNEY RESTAURANT 21141 LLC | 22 | | | | | |
| 14 | AMAZON.COM SERVICES INC (MARKETPLACE) | 9 | | | | | |
| 15 | JIM'S HARDWARE INC. | 9 | | | | | |
| 16 | SCHULTZ PET SUPPLY LLC | 9 | | | | | |
| 17 | WHALECO INC | 9 | | | | | |
| 18 | ECKINGER CONSTRUCTION COMPANY | 4 | | | | | |
| 19 | CHEWY INC. | 9 | | | | | |
| 20 | O'REILLY AUTO ENTERPRISES LLC | 9 | | | | | |
| 21 | BFI WASTE SERVICES OF TEXAS LP | 18 | | | | | |
| 22 | SPAN CONSTRUCTION & ENGINEERING INC. | 4 | | | | | |
| 23 | DISCOUNT TIRE COMPANY OF TEXAS INC. | 9 | | | | | |
| 24 | LOWE'S HOME CENTERS LLC | 9 | | | | | |
| 25 | STARBUCKS CORPORATION | 22 | | | | | |
| 26 | JEETHO BUSINESS INC. | 9 | | | | | |
| 27 | FUBO TV MEDIA INC | 12 | | | | | |
| 28 | WAL-MART.COM USA LLC (MARKETPLACE) | 9 | | | | | |
| 29 | NEW CINGULAR WIRELESS PCS LLC | 12 | | | | | |
| 30 | AMAZON.COM SERVICES LLC | 9 | | | | | |
| TOP 30 LARGE COMPANIES | | | 726,435 | 933,507 | 207,072 | 28.5% | 53.3% |
| TOP 100 LARGE COMPANIES | | | 1,033,390 | 1,280,078 | 246,688 | 23.9% | 73.1% |
| 6,175 OTHER LARGE COMPANIES | | | 385,710 | 444,523 | 58,813 | 15.2% | 25.4% |
| SMALL COMPANIES & OTHER | | | 2,886 | 6,107 | 3,220 | 111.6% | 0.3% |
| SINGLE LOCAL TAX RATE COLLECTIONS (SLT) | | | 12,007 | 19,511 | 7,504 | 62.5% | 1.1% |
| TOTAL COLLECTIONS | | | 1,433,993 | 1,750,218 | 316,225 | 22.1% | 100.0% |
| STATE COMPTRROLLER FEES | | | 28,485 | 34,616 | 6,131 | 21.5% | 2.0% |
| NET PAYMENTS | | | 1,405,508 | 1,715,602 | 310,094 | 22.1% | 98.0% |

* Ranked by Total of Last Fiscal Year + Current Fiscal YTD

** Businesses whose detailed sales tax data is available

Montgomery

INDUSTRY SEGMENT SALES TAX TREND



Data Source: Texas Comptroller of Public Accounts
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Montgomery INDUSTRY SEGMENT RANK & CHANGE

Dec-24

Fiscal Year: Oct-Sep

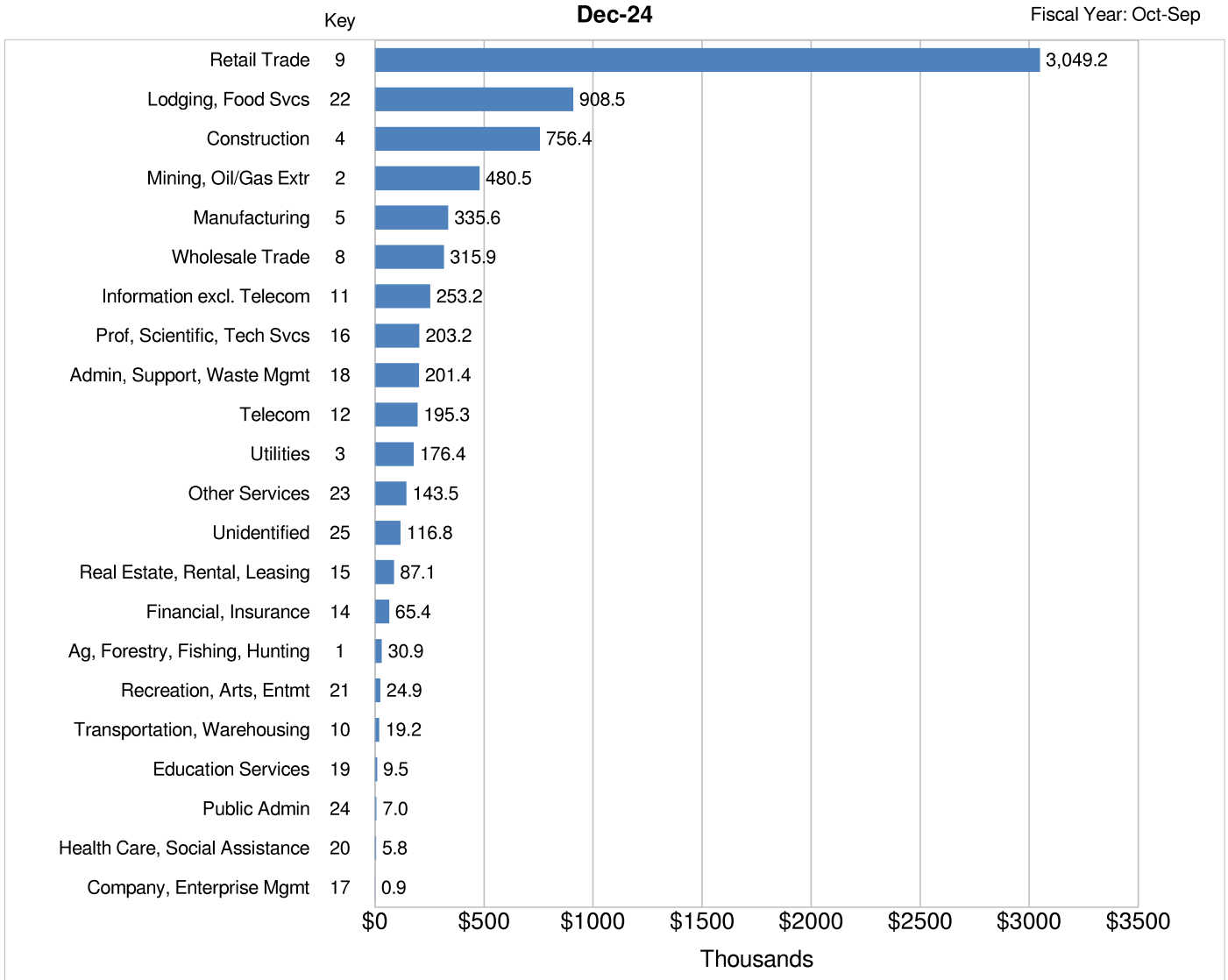
| INDUSTRY SEGMENT* | % Total Current YTD Collections | Prior Fiscal YTD Sales Tax Collections | Current Fiscal YTD Sales Tax Collections | Change | |
|--------------------------------|---------------------------------|--|--|----------------|--------------|
| | | | | \$ | % |
| Retail Trade | 37.4% | 585,378 | 645,310 | 59,932 | 10.2% |
| Lodging, Food Svcs | 11.6% | 172,065 | 199,494 | 27,429 | 15.9% |
| Construction | 8.5% | 136,365 | 146,088 | 9,723 | 7.1% |
| Mining, Oil/Gas Extr | 12.2% | 82,950 | 211,167 | 128,217 | 154.6% |
| Information excl. Telecom | 4.4% | 66,109 | 75,800 | 9,691 | 14.7% |
| Top 5 | 74.1% | 1,042,866 | 1,277,860 | 234,993 | 22.5% |
| Manufacturing | 4.1% | 71,260 | 71,322 | 63 | 0.1% |
| Wholesale Trade | 4.2% | 61,358 | 73,181 | 11,823 | 19.3% |
| Prof, Scientific, Tech Svcs | 3.9% | 35,360 | 67,834 | 32,474 | 91.8% |
| Admin, Support, Waste Mgmt | 2.2% | 38,324 | 38,518 | 194 | 0.5% |
| Telecom | 2.3% | 42,386 | 39,967 | (2,419) | -5.7% |
| Utilities | 2.4% | 39,404 | 41,049 | 1,645 | 4.2% |
| Other Services | 1.7% | 31,560 | 29,132 | (2,428) | -7.7% |
| Unidentified | 1.9% | 20,850 | 32,617 | 11,767 | 56.4% |
| Real Estate, Rental, Leasing | 0.9% | 12,902 | 14,871 | 1,969 | 15.3% |
| Financial, Insurance | 1.1% | 7,066 | 19,153 | 12,088 | 171.1% |
| Ag, Forestry, Fishing, Hunting | 0.3% | 4,619 | 5,053 | 433 | 9.4% |
| Recreation, Arts, Entmt | 0.2% | 4,899 | 3,647 | (1,252) | -25.6% |
| Transportation, Warehousing | 0.3% | 2,984 | 5,646 | 2,662 | 89.2% |
| Education Services | 0.1% | 588 | 1,961 | 1,373 | 233.3% |
| Public Admin | 0.1% | 1,293 | 1,489 | 196 | 15.2% |
| Health Care, Social Assistance | 0.1% | 1,240 | 1,041 | (198) | -16.0% |
| Company, Enterprise Mgmt | 0.0% | 141 | 259 | 118 | 84.2% |
| All Other | 25.9% | 376,233 | 446,741 | 70,508 | 18.7% |
| TOTAL COLLECTIONS | 100.0% | 1,419,099 | 1,724,601 | 305,501 | 21.5% |

| INDUSTRY SEGMENT | % Change from same month Prior Year | | | | | |
|---------------------------|-------------------------------------|--------------|--------------|--------------|-------------|--------------|
| | Jul | Aug | Sep | Oct | Nov | Dec |
| Retail Trade | 14.3% | 5.4% | 30.3% | 51.5% | -27.7% | 34.2% |
| Lodging, Food Svcs | 22.0% | 11.9% | 7.3% | 16.6% | 2.9% | 29.8% |
| Construction | 79.0% | -26.6% | 77.2% | -4.5% | 35.3% | -26.1% |
| Mining, Oil/Gas Extr | -97.2% | 4302.4% | 922.6% | 136.8% | 196.2% | -69.9% |
| Information excl. Telecom | 21.1% | 9.7% | 30.0% | 15.9% | -0.2% | 30.7% |
| All Others | -49.6% | 16.2% | -10.6% | 4.9% | 18.8% | 34.6% |
| TOTAL COLLECTIONS | -2.7% | 25.0% | 28.1% | 40.2% | 5.1% | 25.7% |

* Ranked by Current + Prior YTD Collections

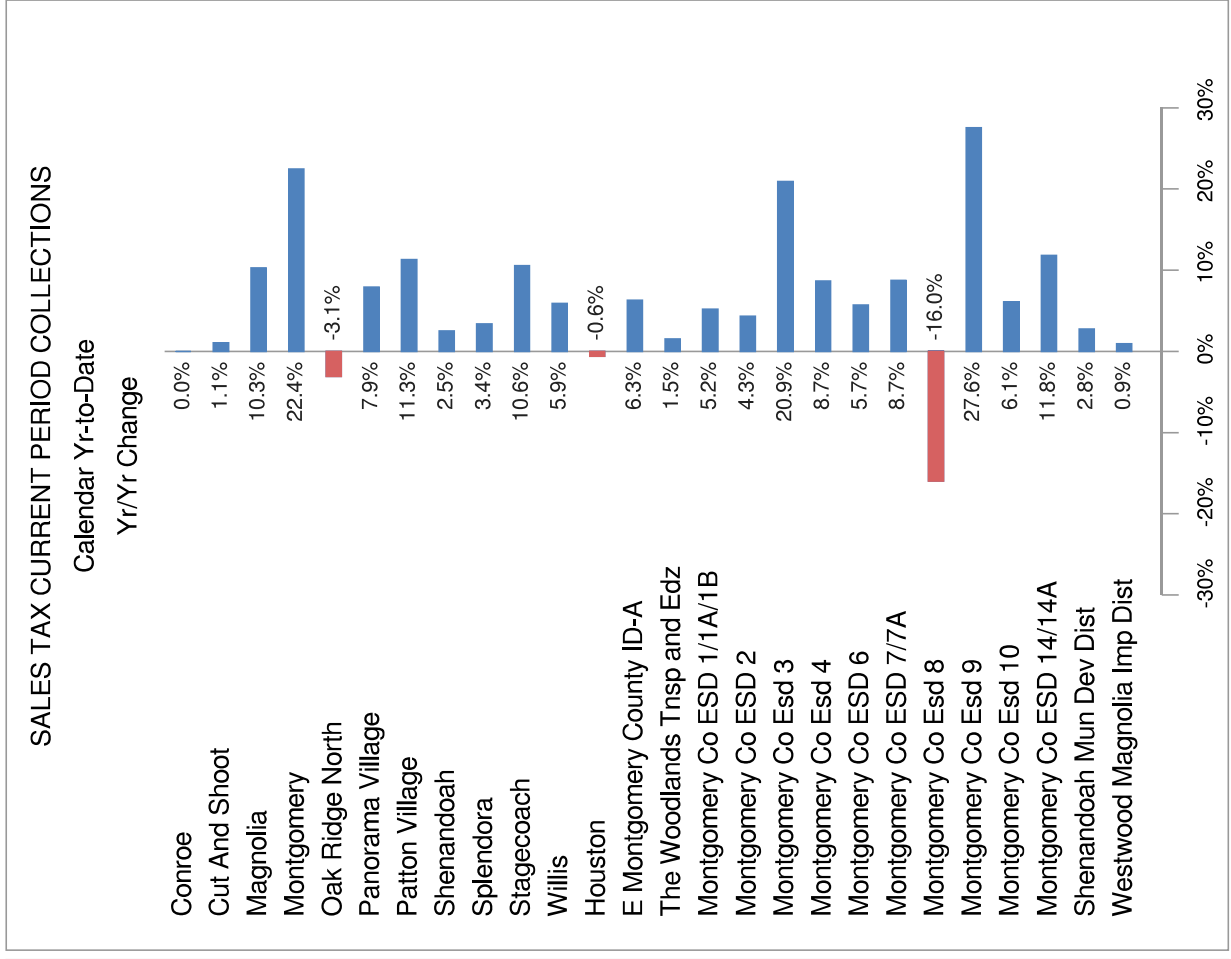
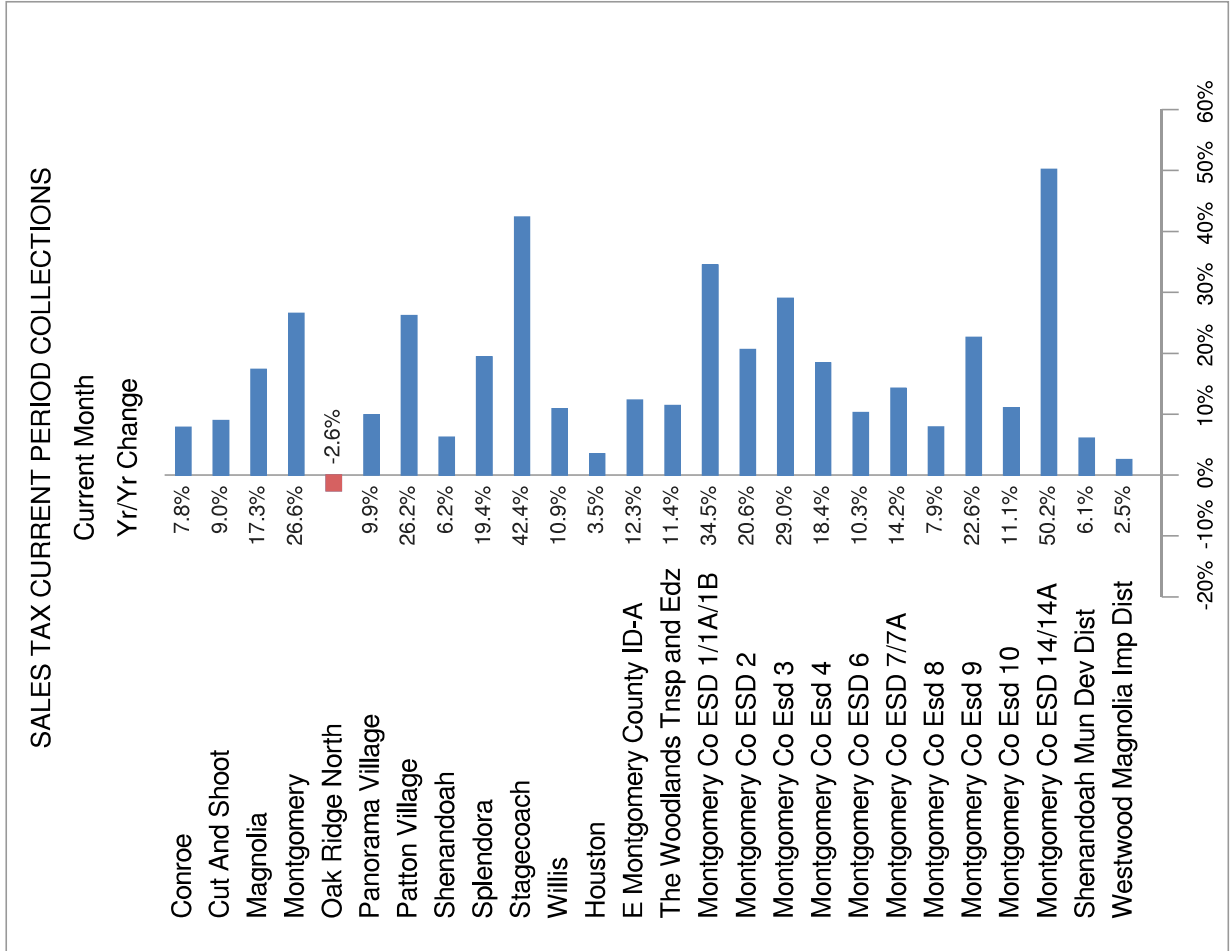
HdL Companies
Montgomery

INDUSTRY SEGMENT SALES TAX RANK & DISTRIBUTION
(Prior Fiscal Year + Current Fiscal Year-to-Date)



Data Source:
Texas Comptroller of Public Accounts

SALES TAX TREND MONTGOMERY COUNTY Dec-24



NAICS KEY

| Code | Industry Segment |
|-------------|--------------------------------|
| 1 | Ag, Forestry, Fishing, Hunting |
| 2 | Mining, Oil/Gas Extr |
| 3 | Utilities |
| 4 | Construction |
| 5 | Manufacturing |
| 6 | Included in Key No. 5 |
| 7 | Included in Key No. 5 |
| 8 | Wholesale Trade |
| 9 | Retail Trade |
| 10 | Transportation, Warehousing |
| 11 | Information excl. Telecom |
| 12 | Telecom |
| 13 | Included in Key No. 11 |
| 14 | Financial, Insurance |
| 15 | Real Estate, Rental, Leasing |
| 16 | Prof, Scientific, Tech Svcs |
| 17 | Company, Enterprise Mgmt |
| 18 | Admin, Support, Waste Mgmt |
| 19 | Education Services |
| 20 | Health Care, Social Assistance |
| 21 | Recreation, Arts, Entmt |
| 22 | Lodging, Food Svcs |
| 23 | Other Services |
| 24 | Public Admin |
| 25 | Unidentified |

UTILITY/GENERAL FUND REPORT – October 2024

| UTILITY ACCOUNT ARREARS | | | |
|-------------------------|----------|---------|--------------------|
| | 60 Days | 90 Days | 120+ Days |
| Amount | \$502.85 | \$14.64 | \$10,072.04 |
| GRAND TOTAL: | | | \$10,589.53 |

| MONTHLY PERMIT TRANSACTIONS | | |
|---|---------------------|--------------|
| Type | Revenue | Permit Count |
| Building-Residential Addition, Generators | \$ 29,634.00 | 17 |
| Plumbing | \$ 2,775.00 | 12 |
| Irrigation | \$ 1,625.00 | 13 |
| Building-Commercial Remodel | \$ 16,675.00 | 3 |
| Solar | \$ 350.00 | 1 |
| Pool | \$ 650.00 | 1 |
| Sign | \$ 250.00 | 5 |
| Mechanical | \$ 3,075.00 | 15 |
| Electrical | \$ 1,975.00 | 8 |
| TOTAL | \$ 57,009.00 | 75 |

| UTILITY SERVICE ACCOUNTS | |
|--------------------------------------|-------------|
| New Water Accts. | 26 |
| Disconnected Water Accts. | 12 |
| Total Number of Active Accts. | 1149 |



City of Montgomery, TX

Receipt Listing by Product Code

General Ledger Distribution Account Summary

Date Range: 10/01/2024 - 10/31/2024

| Distribution GL Account Number | Distribution Amount |
|--|----------------------|
| Fund: 100 | |
| 100-00-14020-0000000 - Franchise Tax | -1,329.67 |
| 100-00-14110-0000000 - Building Permits/MEP | -56,623.00 |
| 100-00-14120-0000000 - Vendor/Beverage Permits | -800.00 |
| 100-00-14130-0000000 - Sign Fees | -200.00 |
| 100-00-14140-0000000 - Plats, Zoning, Misc. | -588.43 |
| 100-00-14210-0000000 - Community Building Rental | -1,075.00 |
| 100-00-14530-0000000 - Wrecker Service Fees | -30.00 |
| 100-00-14650-0000000 - Unanticipated Income | -1,727.22 |
| 100-00-14660-0000000 - Credit Card Fees | -676.78 |
| 100-10-17021-0000000 - CC Merchant Fees | -40.00 |
| 100-11-16503-0000000 - Travel & Training Staff | -590.00 |
| 100-12009-00000 - Community Building Rental Deposits | -300.00 |
| 100-12030-00000 - Sales Tax Payable | -11.78 |
| 100-12100-00000 - Escrow Account | -1,341,174.50 |
| 100 Subtotal: | -1,405,166.38 |
| Fund: 300 | |
| 300-00-34470-0000000 - Miscellaneous Revenue & ETS Revenue | -1,070.00 |
| 300 Subtotal: | -1,070.00 |
| Fund: 400 | |
| 400-00-44300-0000000 - Events Revenue | -75.00 |
| 400 Subtotal: | -75.00 |
| Fund: 860 | |
| 860-00-14600-0000000 - Shop w/a Cop Donations | -500.00 |
| 860 Subtotal: | -500.00 |
| Grand Total: | -1,406,811.38 |

UTILITY/GENERAL FUND REPORT – November 2024

| UTILITY ACCOUNT ARREARS | | | |
|-------------------------|-------------|---------|--------------------|
| | 60 Days | 90 Days | 120+ Days |
| Amount | \$10,386.94 | \$96.10 | \$10,165.45 |
| GRAND TOTAL: | | | \$20,648.49 |

| MONTHLY PERMIT TRANSACTIONS | | |
|---|---------------------|--------------|
| Type | Revenue | Permit Count |
| Building-Residential Addition, Generators | \$ 12,774.00 | 9 |
| Plumbing | \$ 3,475.00 | 14 |
| Irrigation | \$ 2,500.00 | 20 |
| Building-Commercial Remodel | \$ - | 1 |
| Solar | \$ 350.00 | 1 |
| Pool | \$ 750.00 | 1 |
| Sign | \$ 50.00 | 1 |
| Mechanical | \$ 1,075.00 | 5 |
| Electrical | \$ 5,075.00 | 18 |
| TOTAL | \$ 26,049.00 | 70 |

| UTILITY SERVICE ACCOUNTS | |
|--------------------------------------|-------------|
| New Water Accts. | 31 |
| Disconnected Water Accts. | 5 |
| Total Number of Active Accts. | 1168 |



Product Code

Product Code Description

10 Building Permits/MEP

| Receipt Number | Date | EOD Packet Number | Payor Name | Distribution GL Account Number | Distribution Amount |
|----------------|------------|--|-------------------------------|--|---------------------|
| R00185262 | 11/1/2024 | CLPKT01099 - 11/01/2024 EOD -Posted | Brazos Land Design | 100-00-14110-0000000 - Building Permits/MEP | -125.00 |
| R00185275 | 11/1/2024 | CLPKT01099 - 11/01/2024 EOD -Posted | Daniel Harper | 100-00-14110-0000000 - Building Permits/MEP | -770.00 |
| R00185300 | 11/4/2024 | CLPKT01103 - 11/04/2024 EOD -Posted | IES Residential | 100-00-14110-0000000 - Building Permits/MEP | -1,925.00 |
| R00185361 | 11/4/2024 | CLPKT01103 - 11/04/2024 EOD -Posted | ARS | 100-00-14110-0000000 - Building Permits/MEP | -125.00 |
| R00185390 | 11/5/2024 | CLPKT01105 - 11/05/2024 EOD -Posted | ACH Mechanical | 100-00-14110-0000000 - Building Permits/MEP | -200.00 |
| R00185436 | 11/6/2024 | CLPKT01107 - 11/06/2024 EOD -Posted | Richards Total Backyard Solut | 100-00-14110-0000000 - Building Permits/MEP | -650.00 |
| R00185446 | 11/6/2024 | CLPKT01107 - 11/06/2024 EOD -Posted | IES Residential | 100-00-14110-0000000 - Building Permits/MEP | -225.00 |
| R00185498 | 11/7/2024 | CLPKT01109 - 11/07/2024 EOD -Posted | IES Res. | 100-00-14110-0000000 - Building Permits/MEP | -75.00 |
| R00185503 | 11/7/2024 | CLPKT01109 - 11/07/2024 EOD -Posted | Jolt Electrical Solutions | 100-00-14110-0000000 - Building Permits/MEP | -275.00 |
| R00185512 | 11/8/2024 | CLPKT01111 - 11/08/2024 EOD -Posted | IES Residential | 100-00-14110-0000000 - Building Permits/MEP | -275.00 |
| R00185513 | 11/8/2024 | CLPKT01111 - 11/08/2024 EOD -Posted | Joe Swartz Electric | 100-00-14110-0000000 - Building Permits/MEP | -275.00 |
| R00185519 | 11/8/2024 | CLPKT01111 - 11/08/2024 EOD -Posted | Freedom Forever TX | 100-00-14110-0000000 - Building Permits/MEP | -550.00 |
| R00185540 | 11/8/2024 | CLPKT01111 - 11/08/2024 EOD -Posted | Jolt Electrical | 100-00-14110-0000000 - Building Permits/MEP | -275.00 |
| R00185542 | 11/8/2024 | CLPKT01111 - 11/08/2024 EOD -Posted | Walls Plumbing | 100-00-14110-0000000 - Building Permits/MEP | -2,000.00 |
| R00185543 | 11/8/2024 | CLPKT01111 - 11/08/2024 EOD -Posted | Walls Plumbing | 100-00-14110-0000000 - Building Permits/MEP | -275.00 |
| R00185549 | 11/8/2024 | CLPKT01111 - 11/08/2024 EOD -Posted | American Eagle Electric | 100-00-14110-0000000 - Building Permits/MEP | -550.00 |
| R00185551 | 11/8/2024 | CLPKT01111 - 11/08/2024 EOD -Posted | DW Electric | 100-00-14110-0000000 - Building Permits/MEP | -200.00 |
| R00185596 | 11/12/2024 | CLPKT01116 - 11/12/2024 EOD -Posted | Long Air Conditioning | 100-00-14110-0000000 - Building Permits/MEP | -200.00 |
| R00185620 | 11/12/2024 | CLPKT01116 - 11/12/2024 EOD -Posted | Pat Morgan Plumbing | 100-00-14110-0000000 - Building Permits/MEP | -275.00 |
| R00185644 | 11/12/2024 | CLPKT01116 - 11/12/2024 EOD -Posted | Pulte | 100-00-14110-0000000 - Building Permits/MEP | -75.00 |
| R00185666 | 11/13/2024 | CLPKT01118 - 11/13/2024 EOD -Posted | ARS Rescue Rooter | 100-00-14110-0000000 - Building Permits/MEP | -200.00 |
| R00185667 | 11/13/2024 | CLPKT01118 - 11/13/2024 EOD -Posted | ER Plumbing Services | 100-00-14110-0000000 - Building Permits/MEP | -200.00 |
| R00185679 | 11/13/2024 | CLPKT01118 - 11/13/2024 EOD -Posted | Pulte | 100-00-14110-0000000 - Building Permits/MEP | -1,624.00 |
| R00185679 | 11/13/2024 | CLPKT01118 - 11/13/2024 EOD -Posted | Pulte | 100-00-14110-0000000 - Building Permits/MEP | -1,849.00 |

Item 18.

City of Montgomery, TX

Receipt Listing by Product Code

General Ledger Distribution Account Summary

Date Range: 12/01/2024 - 12/31/2024

| Distribution GL Account Number | Distribution Amount |
|--|---------------------|
| Fund: 100 | |
| 100-00-14110-0000000 - Building Permits/MEP | -37,450.50 |
| 100-00-14120-0000000 - Vendor/Beverage Permits | -150.00 |
| 100-00-14140-0000000 - Plats, Zoning, Misc. | -784.00 |
| 100-00-14210-0000000 - Community Building Rental | -600.00 |
| 100-00-14650-0000000 - Unanticipated Income | -282.54 |
| 100-00-14660-0000000 - Credit Card Fees | -582.15 |
| 100-12009-00000 - Community Building Rental Deposits | -450.00 |
| 100-12030-00000 - Sales Tax Payable | -5.54 |
| 100-12100-00000 - Escrow Account | -269,000.00 |
| 100 Subtotal: | -309,304.73 |
| Fund: 300 | |
| 300-00-34220-0000000 - Solid Waste Revenue | -101.43 |
| 300-00-34470-0000000 - Miscellaneous Revenue & ETS Revenue | -1,005.00 |
| 300-12030-00000 - Sales Tax Payable | -8.22 |
| 300 Subtotal: | -1,114.65 |
| Fund: 400 | |
| 400-00-44300-0000000 - Events Revenue | -25.00 |
| 400 Subtotal: | -25.00 |
| Fund: 860 | |
| 860-00-14600-0000000 - Shop w/a Cop Donations | -5,245.00 |
| 860 Subtotal: | -5,245.00 |
| Grand Total: | -315,689.38 |

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Water and Wastewater Operations and Management
 375 Lake Meadows Drive, Montgomery, Texas 77356
 Ph:936-588-1166

CITY OF MONTGOMERY
MONTHLY OPERATIONS REPORT

DATE
 11/20/24

| <u>METER COUNT</u> | |
|--------------------|--------------|
| <i>Total</i> | 1,272 |

| <u>CONSUMPTION</u> | | |
|--------------------|-----------|-------------------|
| <u>09/30/24</u> | <u>to</u> | <u>10/31/24</u> |
| Billed Consumption | | 20,513,818 |
| Estimated Flushing | | 340,000 |
| Total | | 20,853,818 |

Plant Pumpage 22,402,100

Accountability **93.09%**

| | <u>Well #2</u> | <u>Well #3</u> | <u>Well #4</u> |
|---------------------|----------------|----------------|----------------|
| Well Pumpage | N/A | 15,131,100 | 7,271,000 |
| Calculated Well GPM | N/A | 516 | 1252 |
| Avg Well Run Hours | N/A | 16.7 | 3.3 |

CITY OF MONTGOMERY

DATE
11/20/24

MONTHLY OPERATIONS SUMMARY

WASTEWATER TREATMENT PLANT

October 2024

TPDES Permit # WQ0014737001

Expires: 06/01/2027

NPDES Permit # TX0128031

| | Effluent Quality Data: Reported for | | October-24 | Excursion |
|---------------|-------------------------------------|------------------|-----------------------|-----------|
| | <u>Reported</u> | <u>Permitted</u> | <u>Annual Average</u> | |
| BOD 5 Average | 2.54 mg/l | 10.00 mg/l | 3.01 mg/l | NO |
| TSS Average | 1.17 mg/l | 15.00 mg/l | 6.76 mg/l | NO |
| NH3 | 0.04 mg/l | 2.00 mg/l | 0.06 mg/l | NO |
| CL2 Res Min | 1.12 mg/l | 1.00 mg/l | 1.10 mg/l | NO |
| CL2 Res Max | 3.51 mg/l | 4.00 mg/l | 3.67 mg/l | NO |
| Oxygen | 7.44 mg/l | 4.00 mg/l | 7.48 mg/l | NO |
| Flow Average | 0.200 mgd | 0.400 mgd | 0.226 mgd | NO |

Effluent Quality Compliant with Discharge Permit ? YES

The plant was operated within all parameters of our permit.
No violation notices were received from any other local agency.

CITY OF MONTGOMERY
MONTHLY OPERATIONS SUMMARY
 GROUND WATER PERMIT PUMPAGE
 October 2024

LONE STAR GROUNDWATER CONSERVATION DISTRICT
 PERMIT #OP-04072101D/HUP040 & 13012801B AWS - 01/01/24 - 12/31/24

| | "Gulf Coast Aquifer" - Jasper | | Catahoula Aquifer | |
|-----------------------------------|-------------------------------|--------|--------------------|--------|
| Jan-24 | 2,623,000 | | 7,890,000 | |
| Feb-24 | 2,380,000 | | 7,436,000 | |
| Mar-24 | 3,244,100 | | 8,714,000 | |
| Apr-24 | 3,161,600 | | 9,650,000 | |
| May-24 | 3,134,600 | | 8,942,000 | |
| Jun-24 | 4,151,900 | | 9,667,000 | |
| Jul-24 | 6,942,400 | | 7,839,000 | |
| Aug-24 | 1,495,800 | | 15,051,000 | |
| Sep-24 | 8,279,300 | | 8,348,000 | |
| Oct-24 | 15,554,300 | | 7,508,000 | |
| Nov-24 | | | | |
| Dec-24 | | | | |
| Total Pumpage | 50,967,000 | 26.67% | 91,045,000 | 47.61% |
| <u>2024 Permitted Withdrawal:</u> | <u>191,081,000</u> | | <u>191,250,000</u> | |

Permit Summary Gulf Coast Aquifer

| | |
|-------------------------------|------------|
| Historical Use Permit Amount: | 92,930,000 |
| 2024 Permitted Withdrawal: | 92,930,000 |

Alternative Water Summary

| | |
|---|------------|
| City of Montgomery - Alternate Water Source Permit: | 90,000,000 |
| Total 2024 GRP AWS Permitted Withdrawal: | 90,000,000 |



Water and Wastewater Operations and Management
 375 Lake Meadows Drive, Montgomery, Texas 77356
 Ph:936-588-1166

CITY OF MONTGOMERY
MONTHLY OPERATIONS REPORT

DATE
 12/17/24

| <u>METER COUNT</u> | |
|--------------------|--------------|
| <i>Total</i> | 1,272 |

| <u>CONSUMPTION</u> | | |
|--------------------|-----------|-------------------|
| 10/31/24 | to | 11/30/24 |
| Billed Consumption | | 13,620,068 |
| Estimated Flushing | | 450,000 |
| Total | | 14,070,068 |

Plant Pumpage 16,474,100

Accountability **85.41%**

| | <u>Well #2</u> | <u>Well #3</u> | <u>Well #4</u> |
|---------------------|----------------|----------------|----------------|
| Well Pumpage | N/A | 9,430,100 | 7,044,000 |
| Calculated Well GPM | N/A | 538 | 1260 |
| Avg Well Run Hours | N/A | 6.3 | 3.1 |

CITY OF MONTGOMERY

DATE
12/17/24

MONTHLY OPERATIONS SUMMARY

WASTEWATER TREATMENT PLANT November 2024

TPDES Permit # WQ0014737001

Expires: 06/01/2027

NPDES Permit # TX0128031

| | Effluent Quality Data: Reported for | | November-24 | Excursion |
|---------------|-------------------------------------|------------------|-----------------------|-----------|
| | <u>Reported</u> | <u>Permitted</u> | <u>Annual Average</u> | |
| BOD 5 Average | 2.18 mg/l | 10.00 mg/l | 2.99 mg/l | NO |
| TSS Average | 1.75 mg/l | 15.00 mg/l | 6.34 mg/l | NO |
| NH3 | 0.04 mg/l | 2.00 mg/l | 0.36 mg/l | NO |
| CL2 Res Min | 1.28 mg/l | 1.00 mg/l | 1.12 mg/l | NO |
| CL2 Res Max | 3.45 mg/l | 4.00 mg/l | 3.63 mg/l | NO |
| Oxygen | 7.59 mg/l | 4.00 mg/l | 7.49 mg/l | NO |
| Flow Average | 0.224 mgd | 0.400 mgd | 0.228 mgd | NO |

Effluent Quality Compliant with Discharge Permit ? YES

The plant was operated within all parameters of our permit.
No violation notices were received from any other local agency.

CITY OF MONTGOMERY
MONTHLY OPERATIONS SUMMARY
 GROUND WATER PERMIT PUMPAGE
 November 2024

LONE STAR GROUNDWATER CONSERVATION DISTRICT
 PERMIT #OP-04072101D/HUP040 & 13012801B AWS - 01/01/24 - 12/31/24

| | "Gulf Coast Aquifer" - Jasper | | Catahoula Aquifer | |
|-----------------------------------|-------------------------------|--------|--------------------|--------|
| Jan-24 | 2,623,000 | | 7,890,000 | |
| Feb-24 | 2,380,000 | | 7,436,000 | |
| Mar-24 | 3,244,100 | | 8,714,000 | |
| Apr-24 | 3,161,600 | | 9,650,000 | |
| May-24 | 3,134,600 | | 8,942,000 | |
| Jun-24 | 4,151,900 | | 9,667,000 | |
| Jul-24 | 6,942,400 | | 7,839,000 | |
| Aug-24 | 1,495,800 | | 15,051,000 | |
| Sep-24 | 8,279,300 | | 8,348,000 | |
| Oct-24 | 15,554,300 | | 7,508,000 | |
| Nov-24 | 9,006,900 | | 6,807,000 | |
| Dec-24 | | | | |
| Total Pumpage | 59,973,900 | 31.39% | 97,852,000 | 51.16% |
| <u>2024 Permitted Withdrawal:</u> | <u>191,081,000</u> | | <u>191,250,000</u> | |

Permit Summary Gulf Coast Aquifer

| | |
|-------------------------------|------------|
| Historical Use Permit Amount: | 92,930,000 |
| 2024 Permitted Withdrawal: | 92,930,000 |

Alternative Water Summary

| | |
|---|------------|
| City of Montgomery - Alternate Water Source Permit: | 90,000,000 |
| Total 2024 GRP AWS Permitted Withdrawal: | 90,000,000 |



Water and Wastewater Operations and Management
375 Lake Meadows Drive, Montgomery, Texas 77356
Ph:936-588-1166

CITY OF MONTGOMERY MONTHLY OPERATIONS REPORT

DATE
01/22/25

| <u>METER COUNT</u> | |
|--------------------|--------------|
| <i>Total</i> | 1,272 |

| <u>CONSUMPTION</u> | | |
|--------------------|-----------|-------------------|
| 11/30/24 | to | 12/30/24 |
| Billed Consumption | | 10,874,771 |
| Estimated Flushing | | <u>450,000</u> |
| Total | | 11,324,771 |

Plant Pumpage 12,689,400

Accountability **89.25%**

| | <u>Well #2</u> | <u>Well #3</u> | <u>Well #4</u> |
|---------------------|----------------|----------------|----------------|
| Well Pumpage | N/A | 5,875,400 | 6,814,000 |
| Calculated Well GPM | N/A | 538 | 1260 |
| Avg Well Run Hours | N/A | 6.3 | 3.1 |

CITY OF MONTGOMERY

DATE
01/22/25

MONTHLY OPERATIONS SUMMARY

WASTEWATER TREATMENT PLANT

December 2024

TPDES Permit # WQ0014737001

Expires: 06/01/2027

NPDES Permit # TX0128031

| | Effluent Quality Data: Reported for | | December-24 | Excursion |
|---------------|-------------------------------------|------------------|-----------------------|-----------|
| | <u>Reported</u> | <u>Permitted</u> | <u>Annual Average</u> | |
| BOD 5 Average | 2.60 mg/l | 10.00 mg/l | 2.90 mg/l | NO |
| TSS Average | 2.35 mg/l | 15.00 mg/l | 4.93 mg/l | NO |
| NH3 | 0.05 mg/l | 2.00 mg/l | 0.07 mg/l | NO |
| CL2 Res Min | 1.35 mg/l | 1.00 mg/l | 1.15 mg/l | NO |
| CL2 Res Max | 3.69 mg/l | 4.00 mg/l | 3.63 mg/l | NO |
| Oxygen | 7.94 mg/l | 4.00 mg/l | 7.60 mg/l | NO |
| Flow Average | 0.257 mgd | 0.400 mgd | 0.227 mgd | NO |

Effluent Quality Compliant with Discharge Permit ? YES

The plant was operated within all parameters of our permit.
No violation notices were received from any other local agency.

CITY OF MONTGOMERY
MONTHLY OPERATIONS SUMMARY
 GROUND WATER PERMIT PUMPAGE
 December 2024

LONE STAR GROUNDWATER CONSERVATION DISTRICT
 PERMIT #OP-04072101D/HUP040 & 13012801B AWS - 01/01/24 - 12/31/24

| | "Gulf Coast Aquifer" - Jasper | | Catahoula Aquifer | |
|-----------------------------------|-------------------------------|--------|--------------------|--------|
| Jan-24 | 2,623,000 | | 7,890,000 | |
| Feb-24 | 2,380,000 | | 7,436,000 | |
| Mar-24 | 3,244,100 | | 8,714,000 | |
| Apr-24 | 3,161,600 | | 9,650,000 | |
| May-24 | 3,134,600 | | 8,942,000 | |
| Jun-24 | 4,151,900 | | 9,667,000 | |
| Jul-24 | 6,942,400 | | 7,839,000 | |
| Aug-24 | 1,495,800 | | 15,051,000 | |
| Sep-24 | 8,279,300 | | 8,348,000 | |
| Oct-24 | 15,554,300 | | 7,508,000 | |
| Nov-24 | 9,006,900 | | 6,807,000 | |
| Dec-24 | 6,103,600 | | 7,004,000 | |
| Total Pumpage | 66,077,500 | 34.58% | 104,856,000 | 54.83% |
| <u>2024 Permitted Withdrawal:</u> | <u>191,081,000</u> | | <u>191,250,000</u> | |

Permit Summary Gulf Coast Aquifer

| | |
|-------------------------------|------------|
| Historical Use Permit Amount: | 92,930,000 |
| 2024 Permitted Withdrawal: | 92,930,000 |

Alternative Water Summary

| | |
|---|------------|
| City of Montgomery - Alternate Water Source Permit: | 90,000,000 |
| Total 2024 GRP AWS Permitted Withdrawal: | 90,000,000 |



CITY OF MONTGOMERY MUNICIPAL COURT

OCTOBER 2024

NOVEMBER 2024

DECEMBER 2024

KIMBERLY DUCKETT, COURT ADMINISTRATOR

Comparison Chart

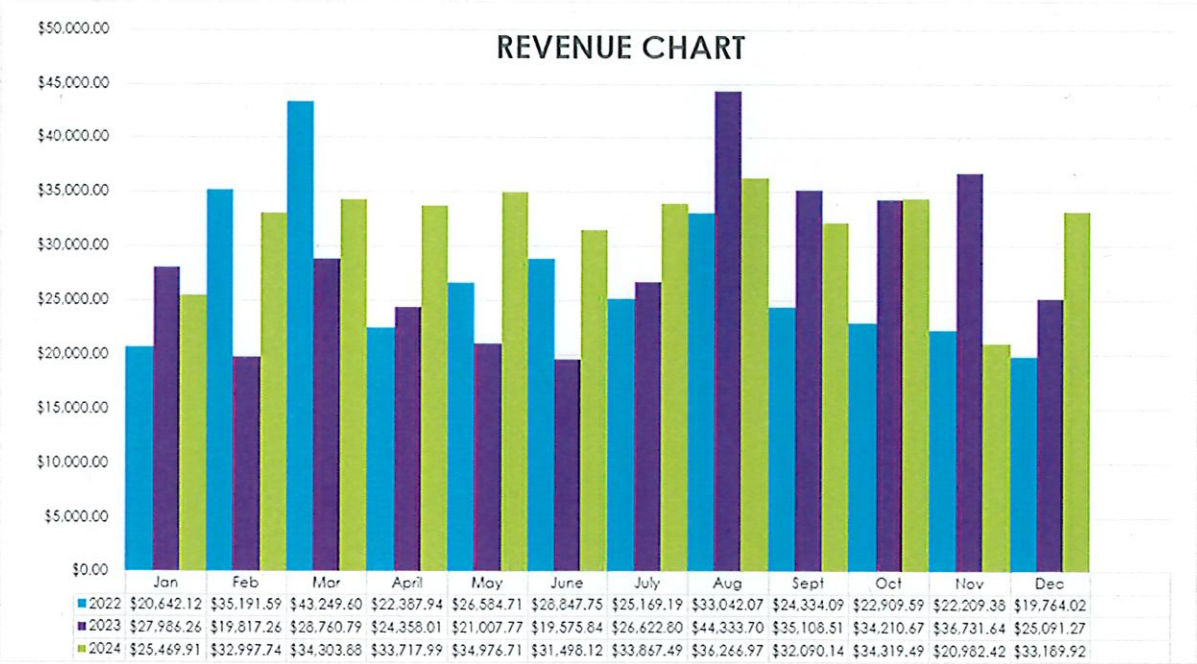
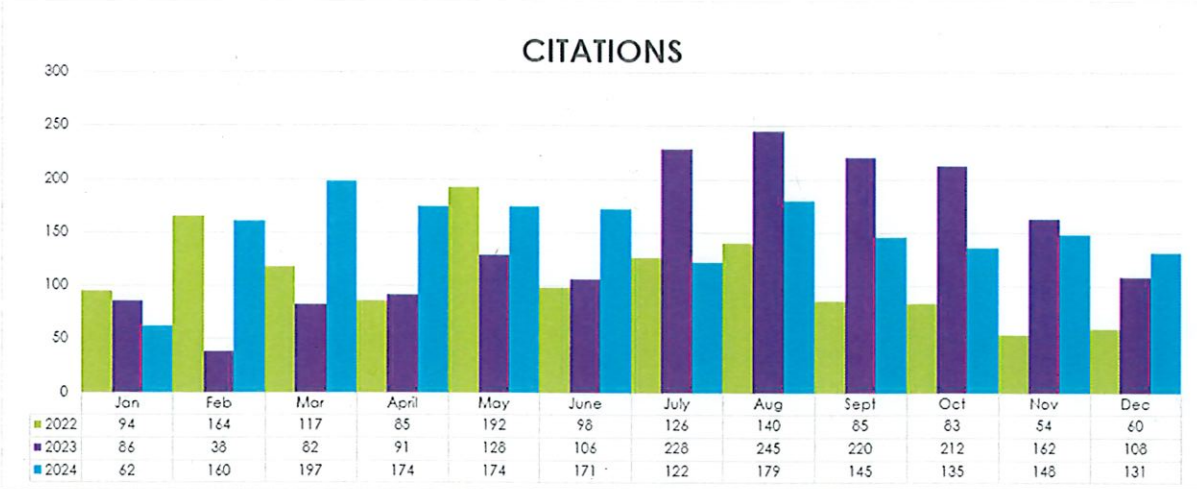
Citations and Revenue January 2022 - 2024

| | 2022 | 2023 | 2024 |
|--------------|------|------|------|
| Jan | 94 | 86 | 62 |
| Feb | 164 | 38 | 160 |
| Mar | 117 | 82 | 197 |
| April | 85 | 91 | 174 |
| May | 192 | 128 | 174 |
| June | 98 | 106 | 171 |
| July | 126 | 228 | 122 |
| Aug | 140 | 245 | 179 |
| Sept | 85 | 220 | 145 |
| Oct | 83 | 212 | 135 |
| Nov | 54 | 162 | 148 |
| Dec | 60 | 108 | 131 |

Totals 1298 1706 1798

| | 2022 | 2023 | 2024 |
|--------------|-------------|-------------|-------------|
| Jan | \$20,642.12 | \$27,986.26 | \$25,469.91 |
| Feb | \$35,191.59 | \$19,817.26 | \$32,997.74 |
| Mar | \$43,249.60 | \$28,760.79 | \$34,303.88 |
| April | \$22,387.94 | \$24,358.01 | \$33,717.99 |
| May | \$26,584.71 | \$21,007.77 | \$34,976.71 |
| June | \$28,847.75 | \$19,575.84 | \$31,498.12 |
| July | \$25,169.19 | \$26,622.80 | \$33,867.49 |
| Aug | \$33,042.07 | \$44,333.70 | \$36,266.97 |
| Sept | \$24,334.09 | \$35,108.51 | \$32,090.14 |
| Oct | \$22,909.59 | \$34,210.67 | \$34,319.49 |
| Nov | \$22,209.38 | \$36,731.64 | \$20,982.42 |
| Dec | \$19,764.02 | \$25,091.27 | \$33,189.92 |

Totals \$324,332.05 \$343,604.52 \$383,680.78





January 22, 2025

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

Re: Monthly Engineering Report
City Council Meeting January 28, 2025

Dear Mayor and Council:

The following is a brief summary that describes our activities since the October 22, 2024 Council Meeting:

Capital Projects:

- 1. Water Plant No. 2 Improvements** – We received Pay Estimate No. 3 in the amount of \$17,550. The contractor is 30% complete by time and 8% complete by value as of November 27th. The contractor completed the demolition of the existing ground storage tank (“GST”) and is proceeding with the well plugging. Upon completion of the contractor’s evaluation of the GST foundation, it was determined that a new foundation was required. The cost for this was included in the contract as a supplemental item. The contractor is working with their subconsultant on the design of the foundation. We have requested an updated schedule to reflect their new scope and will provide once received.



January 14, 2025
Drilling the New Well

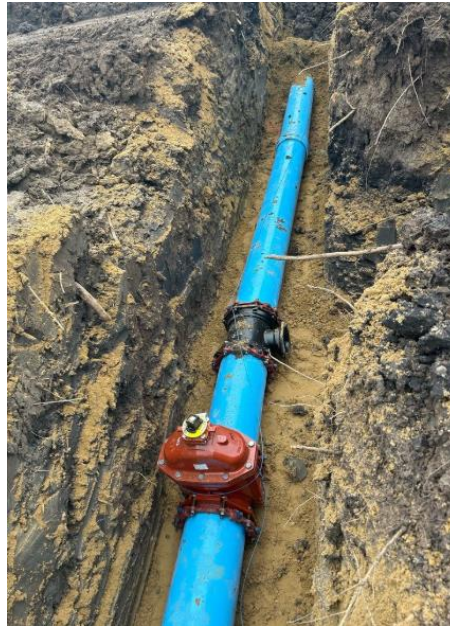
- 2. FM 1097 Sanitary Sewer Rehabilitation** – We held the pre-construction meeting on December 2nd and issued the notice to proceed at that time. The contractor has mobilized on site and plans to begin work this week. Per their current schedule, they plan to be substantially complete with the project by late February. As a reminder the project was awarded to Bull-G Construction in the amount of \$103,254.00 and 30 calendar days at the October 22nd Council meeting. This project aims to repair the failed sanitary sewer line along FM 1097, west of Buffalo Springs that failed due to erosion along Town Creek this past summer.



*January 15, 2025
SWPPP Installation*

- 3. 2023 Sanitary Sewer Rehabilitation Phase I** – We did not receive a pay estimate or change order this month. The contractor is working to complete outstanding fieldwork and supply all CCTV videos and close-out documents.
- 4. 2023 Sanitary Sewer Rehabilitation Phase II** – We received Pay Estimate Nos. 1 and 2 & Final in the amounts of \$100,875.00 and \$12,335.40, respectively. The contractor has addressed all punchlist items identified at the November 11th punchlist inspection. The infrastructure was accepted by City Council at their December 10th meeting. The one-year warranty is scheduled to end on December 3rd, 2025.
- 5. Old Plantersville Force Main Extension** – We have received Pay Estimate Nos. 5 & 6 in the amounts of \$16,452.00 and \$17,603.83. We performed a final inspection on September 12th and issued the punchlist at that time. The contractor is continuing to address the site restoration concerns and has planted the required winter mix. The contractor will establish permanent vegetation during the Spring of this year. As a reminder, this project is being funded by Redbird Meadows.

- 6. Old Plantersville Waterline Extension** – We held the preconstruction meeting with the contractor on November 6th and issued the notice to proceed at that time. The contractor has mobilized on site and is continuing with the installation of the waterline. As a reminder, the project was awarded to Bull-G Construction LLC., in the amount of \$1,023,795.00 and 120 calendar days. This project is being funded by Redbird Meadows.



*January 14, 2025
Waterline Installation*

- 7. TPDES Permit Amendment (Town Creek Wastewater Treatment Plant)** – The completed application for the permit amendment was submitted to the TCEQ in September 2023. It is our understanding that TCEQ is experiencing significant delays in processing permits, and we are following up regularly to determine the status of the City’s permit. We have received some comments on the preliminary site plan and the draft permit for our review TCEQ and are working internally on to provide a response this week. Based on correspondence from the TCEQ, we are expecting final permit approval in April 2025.
- 8. McCown St. and Caroline St. Waterline Replacement** – No design updates. The design is on hold pending completion of the design for the Downtown Improvements project.
- 9. Town Creek Wastewater Plant Expansion to 0.3 MGD** – As a reminder, City Council authorized Halff Associates to complete the design of the Town Creek Wastewater Treatment Plant expansion to 0.3 MGD at the April 23rd Council meeting. We have finalized the contract and design scope and plan to discuss this as a separate agenda item during this meeting.
- 10. Water Plant No. 4 Request for Qualifications** – We received 3 statements of qualifications on October 10th and are continuing our review. We plan to bring our recommendation to the February 11th Council meeting.

11. Buffalo Springs Dr. Road Reconstruction – We received Pay Estimates Nos. 5, 6 and 7 & Final in the amounts of \$117,103.19, \$49,044.24, \$30,536.53, respectively. The contractor has addressed all outstanding punchlist items. The roadway is substantially complete and was accepted by the City at the January 14th Council meeting. The One-Year warranty period will end on September 12, 2025. As a reminder, the project is being funded by The Home Depot.

12. Buffalo Springs Dr. & SH-105 Traffic Signal – We received Pay Estimate No. 5 in the amount of \$6,999.30. The contractor is 135% complete by time and 96% complete by value as of September 25th. The contractor is substantially complete with the construction of the signal. It is our understanding that the contractor has completed all punchlist items and TxDOT is preparing to fully accept the infrastructure. As a reminder, the project is being funded by The Home Depot.

Developments:

1. Feasibility Studies –

- a. **BCS Capital (Multi-Family/Commercial):** As authorized at the December 10th Council meeting, we have prepared our analysis and plan to discuss this as a separate agenda item during this meeting.
- b. **Jack in the Box:** As authorized at the January 14th Council meeting, we are continuing with our feasibility study. We plan to present our findings at the February 25th Council meeting.

2. Plan Reviews

- a. **MISD Athletic Complex Improvements** – We received revised plans on November 13th and provided plan approval on November 19th.
- b. **Lone Star Ridge Mass Grading and Detention** – We revised plans on November 12th and are provided comments on November 27th. We received revised plans on December 3rd and provided plan approval on January 14th.
- c. **Lone Star Ridge Drainage Impact Study** – We received a revised drainage study on November 12th and provided study approval on November 27th.
- d. **Lone Star Ridge Section 1 WSD&P** – We have not received revised plans.
- e. **Lone Star Ridge Section 2 WSD&P** – We received revised plans December 10th and provided comments on January 14th.
- f. **Heritage Grove Drainage Impact Study** – We received further revised plans on December 6th and provided comments on January 21st.
- g. **Heritage Grove Mass Grading and Detention** – We received plans for review on December 12th and provided comments on January 21st.

h. Redbird Meadows PH 1B WSD&P – We have not received revised plans.

i. Lone Star Cowboy Church – We have not received revised plans.

3. Plat Reviews

a. Superior Properties Preliminary Plat – We did not receive a revised plat this month.

b. MISD Athletic Complex Development Plat – We received a revised plat for review on October 25th and provided comments on November 7th. We received a further revised plat on November 11th and provided comments on November 12th. We received a revised plat on January 10th and are proceeding with our review.

c. Hills of Town Creek Section 5 Final Plat – We received the final plat for review on October 3rd and provided comments on October 28th. We received the revised plat on November 5th and provided comments on November 21st. We received a further revised plat on November 25th and provided plat approval same day. The Planning & Zoning Commission recommended plat approval at their December 3rd meeting. The final plat was then approved at the January 14th Council meeting.

d. Montgomery Bend Section 3 Final Plat – We received the final plat for review on October 7th and provided comments on October 30th. We received a further revised plat on November 25th and provided plat approval same day. The Planning & Zoning Commission recommended plat approval at their December 3rd meeting. We plan to discuss this further during this meeting, as a separate agenda item.

e. Montgomery Bend Section 4 Final Plat – We received the final plat for review on October 7th and provided comments on October 30th. We received a revised plat on November 25th and found no issues with the plat. As a part of Pulte’s Traffic Impact Analysis, they are required to construct a traffic signal at the subdivision entrance prior to this plat being recorded. We plan to withhold approval of this final plat until the signal has been constructed.

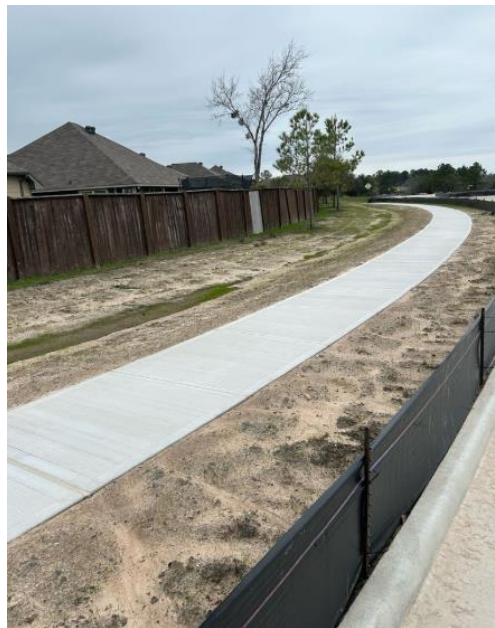
f. Heritage Grove Preliminary Plat – We received a preliminary plat for review on October 24th and provided comments on November 14th. We have not received a revised plat.

g. 1005 College St. Partial Re-Plat– We received a preliminary plat for review on January 7th and are proceeding with our review.

h. Redbird Phase 1B (Sections 4-6) – We received preliminary plats for review on January 9th and are proceeding with our review.

4. Ongoing Construction

- a. **MUD No. 224 (Montgomery Bend) Lift Station (City of Montgomery Lift Station No. 15)** – The contractor has addressed all outstanding punchlist items and the lift station has entered the one-year warranty period which ends on October 21, 2025.
- b. **Montgomery Bend Section 2 Water, Sanitary, Drainage, and Paving** – The contractor has addressed all outstanding punchlist items and the project has formally entered into the one-year warranty period which ends on October 21, 2025.
- c. **Hills of Town Creek Section 5** – The contractor has completed the construction of the water, sanitary, drainage and paving to serve the single-family development. We attended a final walkthrough on December 17th and issued the punchlist at that time. The Developer has since addressed all outstanding punchlist items. We plan to discuss this item further as a separate agenda item.



January 2, 2025

Newly Constructed Sidewalk

- d. **MUD No. 215 (Redbird Meadows) Lift Station (City of Montgomery Lift Station No. 16)** – It is our understanding that the contractor is continuing construction of the lift station.
- e. **Redbird Meadows Phase 1A Water, Sanitary, Drainage, and Paving** – The contractor is continuing construction of water, sanitary sewer, storm sewer and paving for the site.



January 10, 2025
Storm Sewer Inlet Installation

5. One-Year Warranty Inspections

- a. **Town Creek Crossing Section 1** – We held a warranty re-inspection on October 10, 2023. The developer and contractor have been non-responsive to addressing the punchlist items. We are pursuing the maintenance bond and plan to coordinate with the City Attorney to have the work completed.
- b. **Flagship Blvd. Storm Sewer and Paving** – We held the one-year warranty inspection with the City on December 5th and issued the punchlist to the contractor the same day. The contractor is actively addressing all outstanding items, and we are working with the contractor on identifying a schedule of when the work will be complete for re-inspection.

General Ongoing Activities:

1. TxDOT:

- a. **FM 1097 & Atkins Creek Drainage Improvements** – We are continuing to coordinate with TxDOT on their timeline of a fully designed improvements project. It is our understanding that TxDOT has acquired all of the necessary right-of-way to complete the improvements.
- b. **FM 1097 and Buffalo Springs Drive Traffic Signal** – It is our understanding the signal is in design. TxDOT does not currently have a construction schedule, but they do not expect construction to begin for a few years. There were no further updates on the project from TxDOT at the June 18th bi-annual coordination meeting.

Honorable Mayor and City Council
City of Montgomery
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January 22, 2025

- c. Access Management along SH-105 from Grimes County Line to Shepperd Street** – We met with TxDOT on December 17th to discuss the timing of this project. It is our understanding that TxDOT is experiencing delays finalizing their design and has pushed back the project to 2028, with a tentative let date of September 2027. We are continuing coordination with TxDOT and their engineer on the required utility relocations for the proposed roadway expansion.
- 2. Biweekly Operations Call** – We are continuing the biweekly operations calls with City Staff and City’s operator, Hays Utility North Corporation.
- 3. Fiscal Year 2025 CIP Snapshot & Rate Order Analysis-** We presented our rate study analysis to Council at their January 13th CIP Workshop. We are working on updating our analysis based on comments received and plan to coordinate with the City’s Financial Advisor to discuss additional funding mechanisms.
- 4. Kendig Keast Unified Development Ordinance-** Kendig Keast presented their draft ordinance at the December 9th Workshop. Based on feedback from the City we are coordinating with Kendig Keast to provide them with comments on the proposed Development Ordinance.

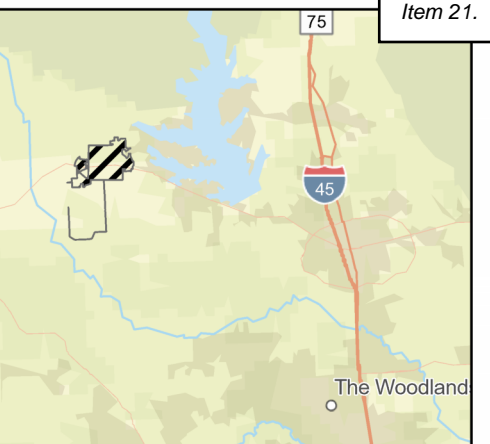
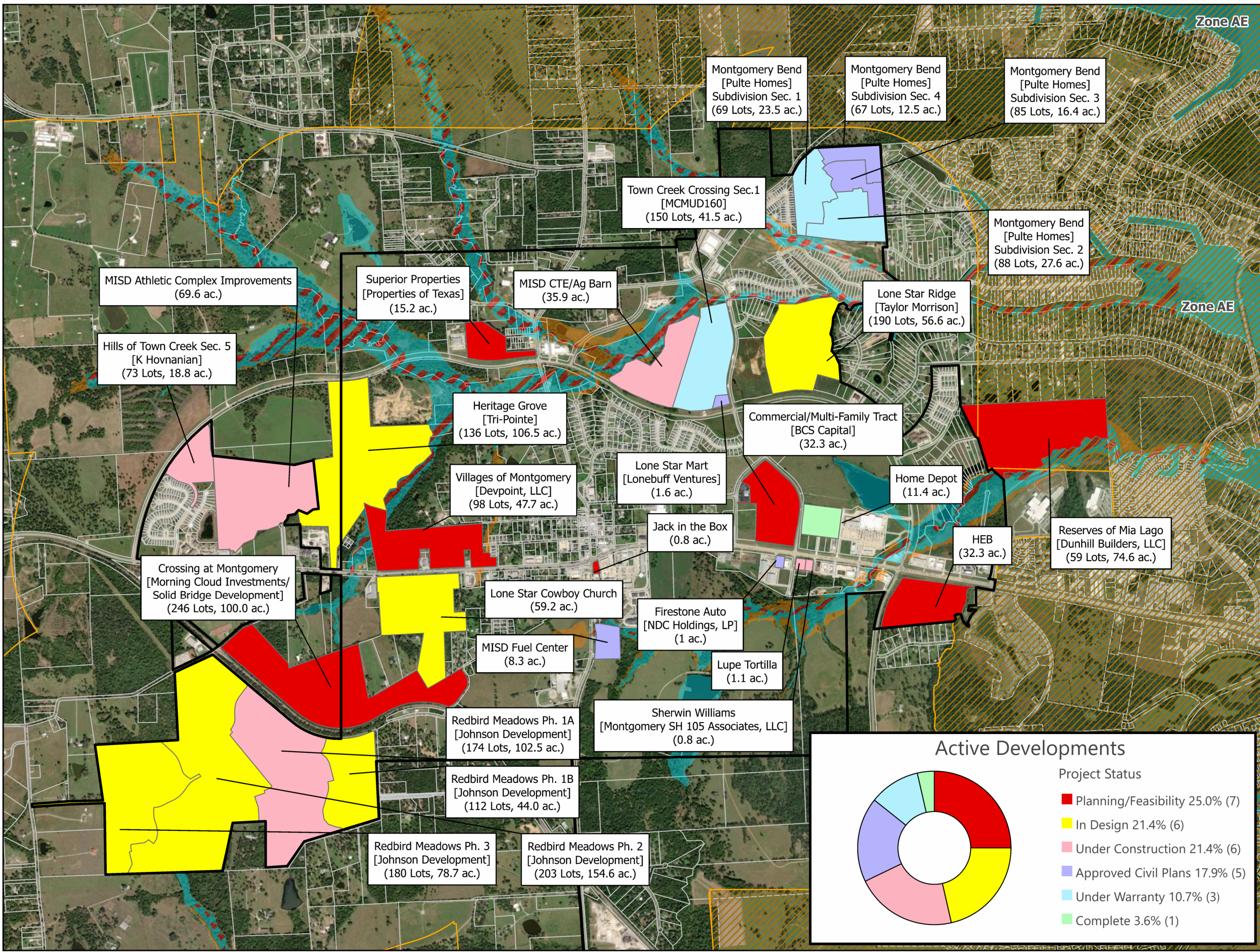
Please let me know if you have any questions.

Sincerely,



Chris Roznovsky, PE
City Engineer

Attachments – Active Developments Map
Cc (via email): The Planning and Zoning Commission – City of Montgomery
Mr. Anthony Solomon – City of Montgomery, Interim City Administrator
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney



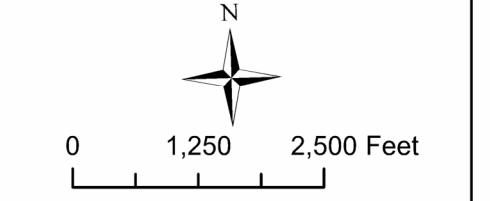
Legend

- Montgomery City Limits
- Montgomery ETJ

Development Status

- Complete/Under Warranty
- In Design
- In Design/Construction
- Planning/Feasibility
- Under Construction
- <Null>
- Approved Civil Plans
- Complete
- Under Warranty
- Conroe ETJ
- Floodway
- 100-year
- 500-year

This exhibit only includes Developments that have either executed Development Agreements, or Escrow accounts with the City of Montgomery



**Active Developments Map
January 2025**



Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.

