

**Notice of City Council
AGENDA**

April 12, 2022 at 6:00 PM

NOTICE IS HEREBY GIVEN that a Meeting of the Montgomery City Council will be held on **Tuesday, April 12, 2022, at 6:00 PM** at the City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas.

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO FLAGS

VISITOR/CITIZENS FORUM:

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

CONSENT AGENDA:

- 1.** Approval of the minutes of the City Council meeting 03-08-2022.
- 2.** Acceptance of Notice of CenterPoint Energy's 2022 GRIP Filing,
- 3.** Consideration and possible action regarding approval of an Escrow Agreement by and between the City of Montgomery, Texas and Nantucket Housing, LLC for a proposed multi-family development (Dev. No. 2204) and authorizing the city engineer to prepare a Feasibility Study for the project.
- 4.** Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and LK POP Holdings, LLC for a proposed Popeye's Louisiana Kitchen (Dev. No. 2201).
- 5.** Consideration and possible action on a resolution related to the annual review and adoption of the Investment Policy for the City of Montgomery.
- 6.** Consideration and possible action on authorizing equipment repair expenses at Cedar Brake Park.
- 7.** Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Cheatham Management, LLC for a proposed Town Creek Storage II (Dev. No. 2205).

CONSIDERATION AND POSSIBLE ACTION:

- 8.** Annual review of contracts with Cody's Lawn Service, LLC for "Grounds Maintenance" and "ROW Mowing and Lift Station Weed Control" regarding the service costs and level of service.
- 9.** Consideration and possible action regarding the following:

- a. Receive the Planning & Zoning Commission Recommendation and Report concerning a Special Use Permit application by Tony Jackson for firewood sales.
- b. Convene into a Public Hearing on the Special Use Permit application.
- c. AN ORDINANCE OF THE CITY OF MONTGOMERY, TEXAS, GRANTING A SPECIAL USE PERMIT TO TONY JACKSON FOR USE OF THE PROPERTY LOCATED ADJACENT TO 22868 FM 1097 EAST, MONTGOMERY, TEXAS 77356 FOR A FIREWOOD BUSINESS; ESTABLISHING CERTAIN TERMS, CONDITIONS AND LIMITATIONS; PROVIDING FOR PENALTY, SEVERABILITY, AND EFFECTIVE DATE.

- 10. An Ordinance of the City Council of the City of Montgomery, Texas, Authorizing the issuance of the City of Montgomery, Texas, Tax Notes, Series 2022.
- 11. Consideration and possible action on the acceptance of public infrastructure and commencement of the one-year warranty period for Town Creek Crossing Section One.
- 12. Consideration and possible action on applicants for Place 3 on the Planning & Zoning Commission.
- 13. Consideration and possible action regarding approval of an Escrow Agreement by and between the City of Montgomery, Texas and Pulte Homes of Texas, LP for a proposed single-family residential development (Dev. No. 2203) and authorizing the city engineer to prepare a Feasibility Study.
- 14. Consideration and possible action on a proposed weekly Montgomery Farmer's Market located on City property at 777 Clepper Street.
- 15. Consideration and possible action on approval of a resolution for the Police Department to apply for grant funding to replace two Police Department vehicles.
- 16. Discuss and consider amending Visitor/Citizens Forum language on City of Montgomery meeting agendas.
- 17. Discussion and consideration of designating Corinne Tilley, Code Enforcement Officer to be the primary point of contract for, and the designated recipient of, permit applications for the City of Montgomery.

DEPARTMENTAL REPORTS:

- 18. City Administrators Report
- 19. Sales Tax Report
- 20. Finance and Quarterly Report
- 21. Police Department Report
- 22. Court Report
- 23. Public Works Report
- 24. Utility Operations Report H20
- 25. February 2022 Utility Report
- 26. City Engineers Report

EXECUTIVE SESSION:

The City Council reserves the right to discuss any of the items listed specifically under this heading or for any items listed above in executive closed session as permitted by law including if they meet the qualifications in Sections 551.071(consultation with attorney), 551.072 (deliberation regarding real property),551.073 (deliberation regarding gifts), 551.074 (personnel matters), , 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Government Code of the State of Texas.

- 27. Adjourn into Closed Executive Session as authorized by the Texas Open Meetings Act, Chapter 551 of the Local Government Code, in accordance with the authority contained in the following:
 - (a) Section 551.072 (deliberation regarding real property).
 - (b) Section 551.074 (Personnel matters) Review of City Administrator

POSSIBLE ACTION FROM EXECUTIVE SESSION:

- 28. Consideration and possible action on real property matters discussed in Executive Session.

COUNCIL INQUIRY:

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

ADJOURNMENT

/s/Nici Browe

Nici Browe, City Secretary

I certify that the attached notice of meeting was posted on the bulletin board at City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas, on April 8, 2022 at 5:15 p.m. I further certify that the following news media was notified of this meeting as stated above: The Courier

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

**MINUTES OF REGULAR MEETING OF
MONTGOMERY CITY COUNCIL
March 08, 2022, at 6:00 PM**

CALL TO ORDER

Mayor Sara Countryman called the meeting to order at 6:00 p.m. Mayor Countryman stated for the record that all Council are present this evening.

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

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

INVOCATION

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

PLEDGE OF ALLEGIANCE TO FLAGS

VISITOR/CITIZENS FORUM:

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

CONSENT AGENDA:

1. Approval of the minutes of the Regular City Council Meeting of February 22, 2022

Councilmember Byron Sanford moved to approve the Consent Agenda as presented. Councilmember Kevin Lacey seconded the motion, the motion carried unanimously. (5-0).

DEPARTMENTAL REPORTS:

No departmental reports for this meeting.

CONSIDERATION AND POSSIBLE ACTION:

2. Approval of an ordinance that allows for on-premises sale and consumption of alcohol in conjunction with the approval of an application for a Wine and Malt Beverage Retail Dealers

On-Premises Permit & Food and Beverage Permit for “The Montgomery Grove,” located at 22016 Eva Street, Montgomery, Texas 77356.

Mr. Tramm provided City Council with the background for this item to include that the owner was seeking an "on-premises" alcohol permit, however the building for this permit needs to be rehabilitated. He added that the owner intends while the construction is ongoing to operate from a mobile unit.

Mr. Tramm informed City Council that the Code of Ordinances does not allow the consumption of alcohol onsite with a mobile unit and it is not practical for the consumption off site.

Staff, spent time consulting with legal counsel and where the application is at today is that City Council can grant an exception in order for the owner to continue to operate and sell alcohol on site, while they bring the current existing building up to the current code.

Mr. Tramm advised Council that today they have the option to :

1. Deny the application/permit outright.
2. Postpone the permit request.
3. Grant the permit by passage of an ordinance; or
4. Grant the permit by passage of an ordinance and impose additional conditions to the ordinance so long as the conditions are not “arbitrary, oppressive, or capricious” and the conditions are “substantially related to the protection of the general health, safety, or welfare of the public”.

Mr. Tramm also stated that the additional hand out they have is the information that has been submitted by Code Enforcement.

Councilmember Kevin Lacey addressed the business owner and asked when they anticipated to open.

Josh Chetham (applicant and co-owner) stated that as soon as they have received all the required permits, they intend to begin operations.

Councilmember Byron Sanford inquired when they applied for their permit.

Josh Chetham stated the alcohol permit was February 2, 2022.

Mike Anderson, applicant, and co-owner stated that originally, they had submitted permit applications to the City in November and December by their third-party agent. He explained that there appeared to be a lot of back and forth with the city at the end of November.

Mayor Countryman, stated so is it that the city is being the bottleneck?

Mr. Tramm responded that staff had received their application in January, but it had taken a lot of research and work with the legal counsel to find an appropriate way for this business to operate while not in compliance with the current ordinance.

Mayor Countryman stated that she is in receipt of all of the emails from Ms. Harrison the third party concerned, and she is rightly frustrated. The mayor inquired why the City could not have submitted a response or an email of some kind acknowledging receipt and that staff is working on the permit. The mayor added that it appears that there is a big lack of communication.

Police Chief, Anthony Solomon stated that there has been a lot going on behind the scenes and its not about who did what or did not do, prior to this the city did not have a Code Enforcement person, however, we do now and there are certain steps to be taken and codes to be adhered to

for this to get approved. TABC requires certain items, and the way the City's Ordinance is written isn't easy to interpret or enforce on this situation.

Mayor Countryman thanked Police Chief for his input, but still felt that during this time, a brief email would have been sufficient to inform the applicant that staff is working through the issues.

Police Chief, Anthony Solomon stated that going forward and with the new Code Enforcement Officer, communication will be stepped up.

Councilmember Byron Sanford inquired about the church next door and TABC permits, he was asking how that measured.

Mr. Chetham, (applicant) stated that it is with a Church the boundary measurements are front door to front door, however, with a school its property line to property line.

Councilmember Kevin Lacey stated he is excited for the grand opening and is looking forward to its successes.

Councilmember Byron Sanford stated that he knows that they have a great reputation and hope that the city and its processes do not hinder them any further.

Mr. Chetham and Mr. Anderson both explained that they want to do things the right way, as they have a long history with Montgomery and wish to pay back to the community by providing a safe family friendly entertainment venue, unlike anything else in the city or surrounding area.

Mayor Countryman agreed with Councilmember Byron Sanford and felt that City Hall processes are broken, there needs to be communication.

Councilmember Julie Davis asked if this action to be taken tonight is changing the ordinance. The handout felt like that's the action being asked of Council.

Mr. Tramm explained that it would not change the ordinance, the action if taken, would be an exception to the ordinance granting the applicant the ability to operate while construction and rehabilitation of the existing and permanent building took place. The handout is all of the steps that are required by Code Enforcement to bring the building into compliance with our ordinance.

Councilmember Byron Sanford asked the applicant that if they were to approve this with item #4 in the handout, would the timeline of 12 months be sufficient for them to do their building.

Mr. Chetham and Mr. Anderson agreed that timeline would be perfect.

Mayor Countryman addressed some of the steps in the handout, in particular the lighting.

"Tilley" the City's Code Enforcement Officer addressed City Council and explained the requirement of the lighting candle footprint.

Councilmember Julie Davis made a motion to approve the item with the requirement of step #3. Councilmember Byron Sanford seconded the motion. The motion passed unanimously. (5-0).

3. Announce the residential and commercial winners of the Texas Flag Celebration contest held on March 5, 2022.

Mayor Countryman spoke about the competition that was held in conjunction with Flag Day in the City and that there were some winners to receive their awards in chambers this evening.

Amy Brown, Events Coordinator announced the winners and runner-up's and presented them with a trophy and checks from the City and the Spirit of Texas Bank.

Commercial

3rd Place - Rustic Cashmere

2nd Place - The Rancher's Daughter

1st Place - The Montgomery Fire Department.

Residential

3rd Place - Angela Love

2nd Place - Randy Burleigh

1st Place - Scott Howard.

- 4. Consideration and possible action regarding award of the Sanitary Sewer & Drainage Improvements on Dr Martin Luther King Jr Drive (GLO CDBG-DR Contract No. 19076-017-B366 – Sewer Facilities) and authorization for the City Administrator to execute the Contract.

Chris Roznovsky, PE (WGA) City Engineer presented the City Council with information regarding the bids received for this project. He gave a brief overview of the intent of the project and declared that the recommendation to go with PM Construction & Rehab, LLC as they came in under budget and satisfied the GLO requirements.

Council Discussion

Council expressed their desires for helping the location with culverts and flow and discussed what the intended deadline is, as the GLO funds expire at a given time. Concerns were raised that work already taken place at that location would not have to be tore back up.

The Engineer responded that the completion is estimated to be 180 days. (November) and confirmed that existing work would not be affected.

Councilmember Byron Sanford made a motion to approve the award to PM Construction & Rehab, LLC for the Sanitary Sewer & Drainage Improvement on Dr. martin Luther King Jr. Drive. Councilmember Kevin Lacey seconded the motion. The motion passed unanimously. (5-0).

- 5. Consideration and possible action regarding award of the Water Plant No. 3 Generator Addition (GLO CDBG-DR Contract No. 19076-017-B366 – Water Facilities) and approval of the authorization for the City Administrator to execute the Contract.

Chris Roznovsky, PE (WGA) City Engineer presented this item to City Council and reminded them that this item is also being funded through GLO funds. He provided Council with the scope of work and that with the purchase of this generator that all equipment at the water plant will have back up power.

He provided a note that he had reached out to the GLO as all bidders were expressing concerns as to the availability in a timely manner for the Generators, given the global supply issue.

He recommended that the bid should be awarded to McDonald Municipal & Industrial who also came in under budget with a lead time of 225 days for completion of the project, which is right at the deadline for GLO.

Council Discussion

Council discussed that to accept an alternative bidder would be futile as it is a global supply issue, they also expressed their concerns that the completion time is critical for funding and urged the Engineer to continue to reach out to the GLO.

Councilmember Byron Sanford made a motion to accept the award of the bid from McDonald Municipal & Industrial. Mayor Pro Tem T.J. Wilkerson seconded the motion. The motion was passed unanimously. (5-0).

6. Consideration and possible action on calling a Public Hearing for April 12, 2022, at 6:00 p.m. regarding a Special Use Permit Application by Mr. Kenneth Pitre and Mr. Tony Jackson to allow continuation of firewood sales on property adjacent to 22868 FM 1097 East Montgomery, Texas 77356, an "R1"-Single Family Residential Zoning District.

Mr. Tramm provided City Council with details on the application for a Specific Use Permit from the applicant to sell Firewood from his current location. He provided some language from the current ordinance and the local government code on the posting requirements for Public Hearings. The proposed Public Hearing would be April 12, 2022.

Mayor Countryman inquired if while we wait on the public hearing, he could continue to sell firewood, event though it is not a permitted use as it stands today.

Mr. Tramm responded that he had been advised that the applicant could continue.

Council Discussion.

Mayor and Council discuss and express their concerns that allowing the applicant to continue to sell, when it is not permitted, just is not right, why make someone go through the Specific Use Permit if the City is just going to allow them to continue as they are.

Mr. Tramm stated that the agenda item was not about continuation or not today, but about setting a Public Hearing.

Councilmember Kevin Lacey made a motion to approve setting the Public Hearing for April 12, 2022, at 6:00 p.m. Councilmember Carol Langley seconded the motion. Motion passed unanimously. (5-0).

7. Acceptance of resignation letter from Allyson Clark from the Planning and Zoning Commission.

Mr. Tramm explained that he had been in receipt of the resignation of one of the current Planning and Zoning Commission members. He would like to post on the website and submit a flyer in the utility bills for new interested parties.

Councilmember Byron Sanford made a motion to accept the resignation of Allyson Clark from the Planning & Zoning Commission. Councilmember Julie Davis seconded the motion. The motion passed unanimously (5-0).

EXECUTIVE SESSION:

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

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

Council moved into Executive Session 6:39 p.m.

8. Adjourn into Closed Executive Session as authorized by the Texas Open Meetings Act, Chapter 551 of the Government Code, in accordance with the authority contained in the following:
 - a) Section 551.071 (consultation with attorney)
 - b) Section 551.072 (deliberation regarding real property)

CITY COUNCIL RECONVENED AT 8:07 p.m.

POSSIBLE ACTION FROM EXECUTIVE SESSION:

9. Consideration and possible action on real property matters discussed in Executive Session.

Councilmember Byron Sanford made a motion to direct Administration and Legal Counsel to execute the real property purchase agreements. Councilmember Carol Langley seconded the motion. The motion passed unanimously (5-0)

COUNCIL INQUIRY:

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Councilmember Byron Sanford inquired if when the city is given notice of water shut offs that people who run businesses are given more than a day's notice so they can adequately prepare.

Mr. Tramm responded that he will get with the Public Works Department to make sure that happens, unless of course it is an emergency.

Mayor Pro Tem, T.J. Wilkerson explained that he had met with visitors from another State and had wanted to give them something that signifies Montgomery, he was unable to find anything.

Mr. Tramm stated that he was working on prototypes, a small Christmas ornament with several images like the flag goat, Texas flag and other historic items.

Councilmember Kevin Lacey requested that there be a selection of items that do not have the goat on them.

Mayor Countryman asked for clarification on how the purchase of a goat works, and if the money charged is covering staff time.

Mr. Tramm responded that they typically wait to collect more than just one goat. Then the team will collect them from the maker and take to the person buying or to the location for any paint that has been requested. He assured the Mayor and Council that the cost of pick up/delivery has been accounted for in the pricing.

Mr. Tramm responded to Council Inquiry on numbers of goats sold thus far: approximately 15.

Mr. Tramm raised the potential ideal date for the Capital Improvement Plan Workshop as March 28, 2022 but would work individually with anyone who cannot make that workshop.

Mayor Pro Tem, T.J. Wilkerson welcomed the new City Secretary, Nici Browe. Mayor and Council congratulated and welcomed her to the City of Montgomery.

ADJOURNMENT

Councilmember Kevin Lacey made a motion to adjourn. Councilmember Byron Sanford seconded the motion. The motion passed unanimously (5-0).

ADJOURNMENT 8:43 P.M.

Submitted by: _____

Date Approved: _____

Nici Browe, City Secretary & Director of Administrative Services.

Sara Countryman, Mayor.

Montgomery City Council
AGENDA REPORT

Meeting Date: April 12, 2022	Budgeted Amount: N/A
Department: Administration	Prepared By: Richard Tramm

Subject

Acceptance of Notice of CenterPoint Energy's 2022 GRIP Filing,

Recommendation

Accept the GRIP Filing from CenterPoint Energy.

Discussion

The City has received the Notice of CenterPoint Energy’s 2022 Gas Reliability Infrastructure Program Filing for the Houston Division. While no formal action is needed for approval, an acceptance of the item is recommended by the City’s legal counsel.

Approved By		
City Administrator	Richard Tramm	Date: March 25, 2022



CenterPoint Energy
1111 Louisiana Street
Houston, TX 77002-5231
P.O. Box 2628
Houston, TX 77252-2628

March 3, 2022

Mayor and City Council
City of Montgomery
Montgomery, Texas

Hand-Delivered

Re: Notice of CenterPoint Energy's 2022 GRIP Filing for the Houston Division

Dear Madam or Sir:

This correspondence notifies the City of Montgomery (the "City") that CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or the "Company"), has filed tariffs and supporting documents with the Railroad Commission of Texas (the "Commission") consistent with Section 7.7101 of the Commission's Gas Services Division Rules and Section 104.301 of the Texas Utilities Code to establish the annual gas reliability infrastructure program ("GRIP") interim rate adjustment (the "IRA") for the customers located in the Company's Houston Division, which includes the City. Because the City has ceded its original jurisdiction over CenterPoint's gas utility rates to the Commission pursuant to Section 103.003(a) of the Texas Utilities Code, the Commission will establish the applicable IRA and the City does not need to take any action.

CenterPoint consistently supplies its customers in the Houston Division with safe and dependable natural gas service by prudently investing in additions and upgrades to its delivery system. The Company will continue to prudently invest in its infrastructure in order to improve its natural gas service to its customers and to anticipate and meet their needs under all operating conditions. The GRIP program enables a gas utility such as CenterPoint to begin recovery of its incremental capital investment in the system, subject to a prudence review in its next rate case. This reduces regulatory lag and incentivizes needed investment.

Pursuant to applicable law, the proposed IRA will become effective on May 2, 2022, unless the Commission acts to suspend that date for a period of up to forty-five (45) days. The IRA approved by the Commission will be applied to the current monthly customer charge and will remain in effect until superseded by the earlier of (1) the effective date of the Company's next annual IRA for the Houston Division; or (2) the issuance of a final order in a formal rate-setting proceeding for the Houston Division.

As detailed in the attached schedules and supporting material, the Company invested \$193,152,387 in its Houston Division in calendar year 2021, and the applicable IRA is:

City of Montgomery

March 3, 2022

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Rate Schedule	Current Customer Charge	Proposed 2022 Interim Rate Adjustment¹	Adjusted Charge	Increase Per Bill
R-2095-I-GRIP 2022; R-2095-U-GRIP 2022 Residential	\$18.38 per customer per month	\$1.36 per customer per month	\$19.74 per customer per month	\$1.36 per customer per month
GSS-2095-I-GRIP 2022; GSS-2095-U-GRIP 2022 General Service Small	\$22.41 per customer per month	\$2.09 per customer per month	\$24.50 per customer per month	\$2.09 per customer per month
GSLV-626-I-GRIP 2022; GSLV-626-U-GRIP 2022 General Service Large Volume	\$247.28 per customer per month	\$42.83 per customer per month	\$290.11 per customer per month	\$42.83 per customer per month

Along with and in support of the proposed IRA, CenterPoint includes an electronic copy of the GRIP filing made with the Commission which includes the following:

- (a) An earnings monitoring report showing the Company's earnings for the Houston Division during the 2021 calendar year (under the "Earnings Monitoring Report" section of the enclosed electronic copy of the filing).
- (b) An Interim Rate Adjustment Application containing accounting schedules and project reports for the GRIP Adjustment Period including a description of (i) the projects undertaken during the GRIP Adjustment Period (ii) the investment to provide utility service in the Houston Division, which were both completed and placed in service during the GRIP Adjustment Period, (iii) the Company's prior utility investments in the Houston Division that were either retired or abandoned during the GRIP Adjustment Period, and (iv) the cost, need and customers benefited by those investments and retirements located in IRAs 12, 13, 14 and 15 which are voluminous and are being provided in electronic form only.
- (c) The Company's calculations of the GRIP Adjustment amount to go into effect on the later of the Planned Effective Date or the end of any suspension period

¹ On December 22, 2017, the Tax Cuts and Jobs Act of 2017 (the "TCJA") was signed into law. The TCJA reduced the federal corporate income tax rate from 35% to 21%. The Company has calculated the GRIP Adjustment using the 35% federal corporate income tax rate approved in GUD No. 10567. The Company has also calculated and is seeking approval of the GRIP Adjustment using the 21% federal corporate income tax rate under the Tax Cuts and Jobs Act of 2017. The Proposed 2022 Interim Rate Adjustment in the table above has been calculated using the reduced corporate income tax rate of 21%.

City of Montgomery
March 3, 2022
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imposed (under the “Interim Rate Adjustment Application” section of the enclosed electronic copy of the filing). The Company has calculated the GRIP Adjustment using the 35% federal corporate income tax rate approved in GUD No. 10567. The Company has also calculated and is seeking approval of the GRIP Adjustment using the 21% federal corporate income tax rate under the Tax Cuts and Jobs Act of 2017.

(d) Affidavits by Stacey Peterson, Kimberly Middleton and Tal R. Centers, Jr. (under the “Affidavits” section of the enclosed electronic copy of the filing).

- Ms. Peterson’s affidavit verifies (i) that the Houston Division’s books and records are kept in accordance with the rules of the Commission and (ii) that the reports enclosed accurately reflect the Houston Division’s books and records related to the information in those reports.
- Ms. Middleton’s affidavit verifies the notice of the GRIP filing through customer bill inserts.
- Mr. Centers’ affidavit concerns the reimbursement of relocation expenses.

Notice of the Company’s GRIP filing will be provided to affected customers in the Houston Division by bill insert or by separate mailing within 45 days after it is filed with the Commission in accordance with the applicable law.

Instead of a binder with a hard copy of the filing, the Company has provided the equivalent in electronic form in the folder called Electronic Copy of Filing.

Although only the unincorporated tariffs are applicable to cities under the Commission’s jurisdiction, the Company has also included in its filing package both incorporated and unincorporated tariffs.

There have been no changes to the IRA forms since the Company’s last filing.

Please do not hesitate to contact me with any questions you may have regarding this filing.

City of Montgomery
March 3, 2022
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Sincerely,



Keith L. Wall
Director of Regulatory Affairs

Attachments

cc: Mr. Tal Centers
Mr. Patrick Peters III
Ms. Gracy Rodriguez

DELIVERED TO:

_____, _____ of
NAME OFFICE (Mayor, City Secretary, etc.)

the City of Montgomery on this ____ day of March 2022.

SIGNATURE

Montgomery City Council
AGENDA REPORT

Meeting Date: April 12, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding approval of an Escrow Agreement by and between the City of Montgomery, Texas and Nantucket Housing, LLC for a proposed multi-family development (Dev. No. 2204) and authorizing the city engineer to prepare a Feasibility Study for the project.

Recommendation

Approve the agreement and authorize the study.

Discussion

Nantucket Housing (Blazer Building) built and manages the apartment complex behind Brookshire Brothers grocery store. The developer is currently looking at a parcel of land north of Pizza Shack for a multi-family residential project. The project site is currently out of the City limits and within the ETJ. The project site is along Stewart Creek and adjacent to existing out-of-City residential development, the Montgomery Junior High campus, and commercial development on SH 105. A location map is attached.

As part of the development process, the developer will request annexation into the City. The site is 33 acres in size and approximately 17 acres of the site is within the 100-year floodplain per FEMA mapping. As a reference, the City currently has two apartment 360 total units. Heritage Apartments is +/-17 acres (208 units) and the Town Creek Apartments is +/-15 acres (152 units) for an average of 11.25 units/acre.

The City currently has approximately 25 undeveloped acres zoned as R-2 Multi-Family Residential. At 11.25 units per acre, this will yield approximately 270 dwelling units if all parcels are built out at capacity without accounting for potentially undevelopable areas like floodplain or steep topography.

Approved By

Asst. City Administrator	Dave McCorquodale	Date: 04/07/2022
City Administrator	Richard Tramm	Date: 04/07/2022

Stewart Creek Feasibility Study

City of Montgomery

(Dev. No. 2204)

Request: Council Authorization on April 12, 2022

This proposal is submitted pursuant to and in accordance with that certain Professional Services Agreement dated May 25, 2021, by and between Ward, Getz & Associates, LLP and the City of Montgomery (the "City").

SCOPE OF WORK

- *Feasibility Study Report – Preparation of a feasibility study report to analyze the feasibility to serve the proposed multifamily 33-acre tract located on Stewart Creek Road north of Pizza Shack. WGA will analyze the City's water, wastewater, and drainage system and note whether any upgrades need to be made or if any utility extensions will be required to serve the 33-acre tract. If any upgrades to the City's facilities are needed or any utility extensions are required, WGA will prepare a cost estimate to be included in this feasibility study. A preliminary site exhibit showing the extent of the multifamily 33-acre tract, and any utility extensions/upgrades necessary to serve the tract will be prepared by WGA to be included in this feasibility study.*

CONSTRUCTION COST

There are no construction costs for this report.

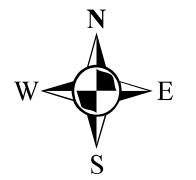
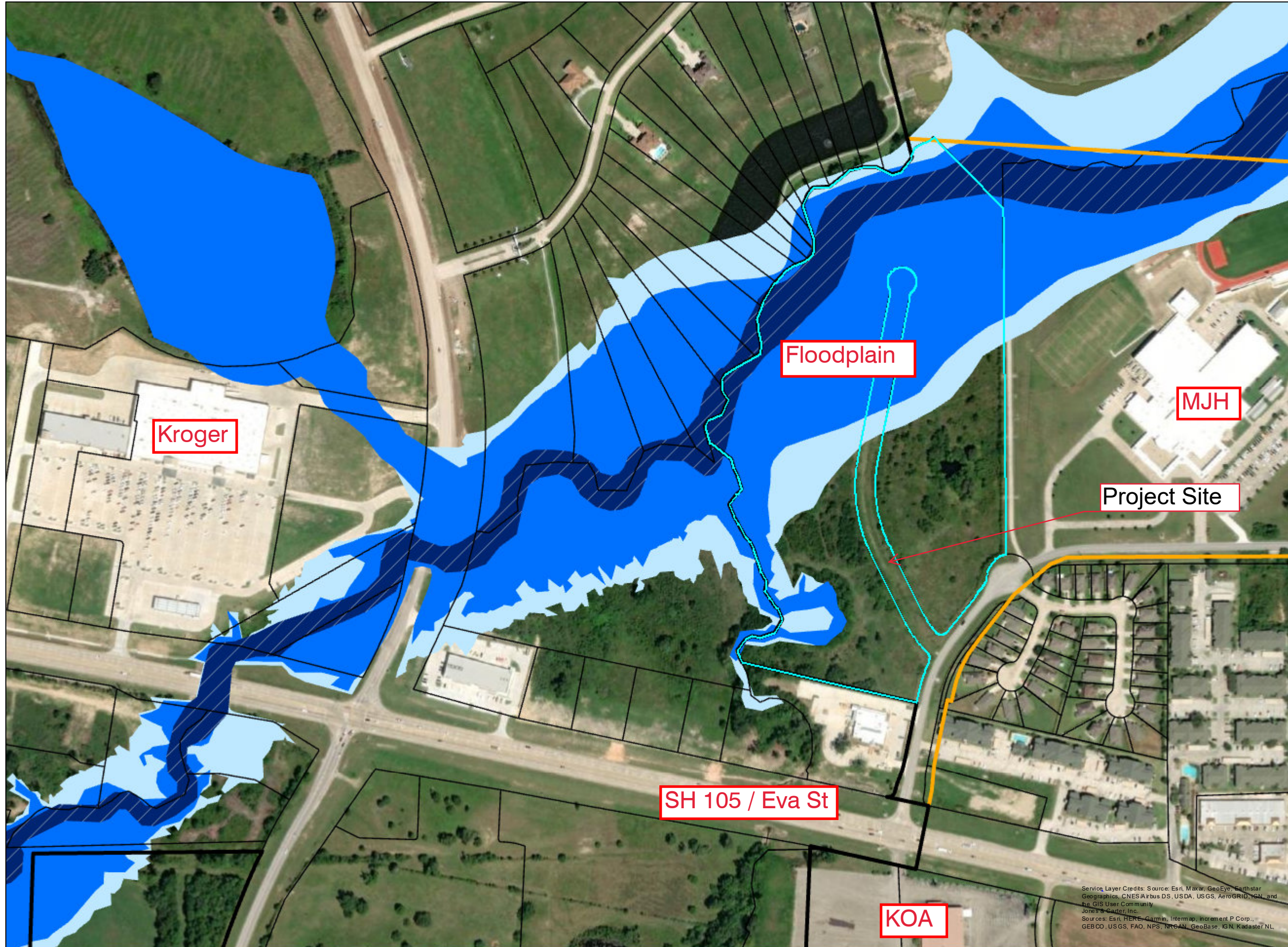
ENGINEERING COST

The cost to perform the Stewart Landing Feasibility Study described above is \$3,500, to be billed lump sum.

SCHEDULE

Milestone 1: Authorization to Proceed	1	calendar day*
Milestone 2: Kick-off Meeting	1	calendar day
Milestone 3: Report Preparation	30	calendar days
TOTAL DURATION	32	calendar days

* If approved, the effective start date is the day all required documents, deposits, and authorization to proceed by the Developer are received.



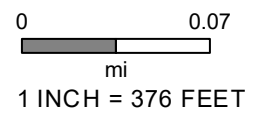
LEGEND

- City Limit
- City ETJ
- MCAD Property Boundaries

FEMA Effective FIRM

- Floodway
- 100-yr
- 100-yr Overflow
- 500-yr

Date: 4/6/2022



Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
 Jones & Carter, Inc.
 Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL

ESCROW AGREEMENT
BY AND BETWEEN
THE CITY OF MONTGOMERY, TEXAS,
AND
Nantucket Housing, LLC
Dev. No. _____

THE STATE OF TEXAS ⊃
COUNTY OF MONTGOMERY ⊃

This Escrow Agreement, is made and entered into as of the _____ day _____, 20__ by and between the CITY OF MONTGOMERY, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "City"), and Nantucket Housing, LLC, a Texas limited liability company Corporation, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a 33.012 acre tract of land sometimes referred to as the Stewart Creek Farms Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

WHEREAS, the City policy requires the Developer to establish an Escrow Fund with the City to reimburse the City for engineering costs, legal fees, consulting fees and administrative expenses incurred for feasibility study, plan reviews, developer coordination, construction management, inspection services to be provided for during the construction phase, and one-year warranty services.

AGREEMENT

ARTICLE I

SERVICES REQUIRED

Section 1.01 The development of the Stewart Creek Farms Tract will require the City to utilize its own personnel, its professionals and consultants; and the Escrow Fund will be used to reimburse the City its costs associated with these services.

Section 1.02 In the event other contract services are required related to the development from third parties, payment for such services will be made by the City and reimbursed by the Developer or paid directly by the Developer as the parties may agree.

ARTICLE II

FINANCING AND SERVICES

Section 2.01 All estimated costs and professional fees needed by City shall be financed by Developer. Developer agrees to advance funds to City for the purpose of funding the required Utility and Economic Feasibility Study ("Study") in the amount of \$6,000.

Section 2.02 Developer agrees to submit payment of the funds for the Utility and Economic Feasibility Study to City no later than ten (10) days after the execution of this Escrow Agreement. No work will begin on the Study until funds have been received and the Study has been authorized by City Council.

Section 2.03 As part of the Study, the estimated additional Escrow Amount will be determined for plan reviews, developer coordination, construction coordination, construction inspection, warranty services, legal expenses, and administrative costs. Developer agrees to submit payment of the Escrow Amount to City no later than thirty (30) days after the acceptance of the Study by City Council. No work outside of the Study will be performed by or on behalf of the City

until the Escrow Amount has been deposited.

Section 2.04 The total amount shown above for the Utility and Economic Feasibility Study and the Escrow Amount determined in the Study is intended to be a "Not to Exceed" amount unless extenuating, unexpected fees are needed. Examples of extenuating circumstances created by the developer that may cause additional fees include, but are not limited to, greater than three plan reviews or drainage analysis reviews; revisions to approved plans; extraordinary number of comments on plans; additional meetings at the request of the developer; variance requests; encroachment agreement requests; construction delays and/or issues; failure to coordinate construction with City; failed testing during construction; failing to address punch list items; and/or excessive warranty repair items. If extenuating circumstances arise, the Developer will be informed, in writing by the City, of the additional deposit amount and explanation of extenuating circumstance. The Developer agrees to tender additional sums within 10 days of receipt of request to cover such costs and expenses. If additional funds are not deposited within 10 days all work by or on behalf of the City will stop until funds are deposited. Any funds which may remain after the completion of the development described in this Escrow Agreement will be refunded to Developer.

ARTICLE III,
MISCELLANEOUS

Section 3.01 City reserves the right to enter into additional contracts with other persons, corporations, or political subdivisions of the State of Texas; provided, however, that City covenants and agrees that it will not so contract with others to an extent as to impair City's ability to perform fully and punctually its obligations under this Escrow Agreement.

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* relied upon to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

Section 3.03 This Escrow Agreement is subject to all rules, regulations and laws which

may be applicable by the United States, the State of Texas or any regulatory agency having jurisdiction.

Section 3.04 No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstance.

Section 3.05 Any notice, communication, request, reply or advice (hereafter referred to as "notice") herein provided or permitted to be given, made, or accepted by either party to the other (except bills) must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective, unless otherwise stated in this Escrow Agreement, from and after the expiration of seven (7) days after it is so deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to City, to:	Director of Planning & Development City of Montgomery 101 Old Plantersville Rd. Montgomery, Texas 77316
-----------------	--

If to Developer, to:	<u>Blazer-Nantucket c/o Matt Fuqua</u> <u>4001 W. Sam Houston Pkwy. N., Suite 100</u> <u>Houston, Texas 77043</u>
----------------------	---

The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen

(15) days written notice to the other party.

Section 3.06 This Escrow Agreement shall be subject to change or modification only in writing and with the mutual consent of the governing body of City and the management of Developer.

Section 3.07 This Escrow Agreement shall bind and benefit City and its legal successors and Developer and its legal successors but shall not otherwise be assignable, in whole or in part, by either party except as specifically provided herein between the parties or by supplemental agreement.

Section 3.08 This Escrow Agreement shall be for the sole and exclusive benefit of City and Developer and is not for the benefit of any third party. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing.

Section 3.09 The provisions of this Escrow Agreement are severable, and if any provision or part of this Escrow Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Escrow Agreement and the application of such provision or part of this Escrow Agreement to other person circumstances shall not be affected thereby.

Section 3.10 This Escrow Agreement and any amendments thereto, constitute all the agreements between the parties relative to the subject matter thereof, and may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original.

Section 3.11 This Agreement shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of Texas without regard to the principles of conflict of laws. This Agreement is performable in Montgomery County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement in three (3) copies, each of which shall be deemed to be an original, as of the date and year first written in this Escrow Agreement.

CITY OF MONTGOMERY, TEXAS

By: _____
Sara Countryman, Mayor

ATTEST:

By: _____
Nici Browe, City Secretary

Nantucket Housing, LLC

Developer

By:  _____
Signature

Title: Vice President

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

BEFORE ME, the undersigned authority, on this day personally appeared Sara Countryman, Mayor of the City of Montgomery, Texas, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20__.

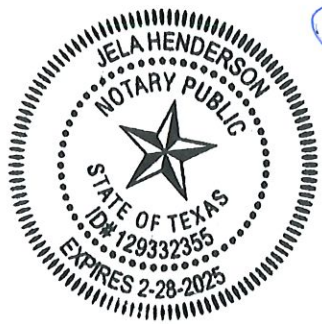
Notary Public, State of Texas

THE STATE OF TEXAS {

COUNTY OF _____ {

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Matt Truqua, Vice President of Nantucket Housing, LLC, a Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated and as the act and deed of said organization.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30 day of March, 2020



Jela Henderson
Notary Public, State of Texas

Montgomery City Council
AGENDA REPORT

Meeting Date: April 12, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and LK POP Holdings, LLC for a proposed Popeye's Louisiana Kitchen (Dev. No. 2201).

Recommendation

Approve the Escrow Agreement by and between the City of Montgomery, Texas and LK POP Holdings, LLC for a proposed Popeye's Louisiana Kitchen (Dev. No. 2201) as presented.

Discussion

The developer is proposing a Popeye's Louisiana Kitchen restaurant adjacent to and west of Blue Wave Express Car Wash. This site is part of the same development as Kroger.

Escrow Agreements are standard form agreements used by the City to ensure engineering, legal and related costs incurred during the development review process are covered by the developer. Escrow Agreements also simplify the billing process by eliminating monthly invoicing to developers and instead drawing on a pre-estimated sum for project costs. Once approved and the developer deposits funds into their escrow account, the City begins the development review process.

Approved By

Asst. City Administrator	Dave McCorquodale	Date: 04/07/2022
City Administrator	Richard Tramm	Date: 04/07/2022

ESCROW AGREEMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

LK POP Holdings, LLC

Dev. No. 2201

THE STATE OF TEXAS ⊃

COUNTY OF MONTGOMERY ⊃

This Escrow Agreement, is made and entered into as of the _____ day _____, 2022 by and between the CITY OF MONTGOMERY, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "City"), and LK POP Holdings, LLC, a Limited Liability Corporation, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a 1.70-Acre Tract, being comprised of restricted reserve H2 in Amended Plat of Buffalo Springs Shopping Center Phase 2, sometimes referred to as the Popeye’s Louisiana Kitchen Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

WHEREAS, the City policy requires the Developer to establish an Escrow Fund with the City to reimburse the City for engineering costs, legal fees, consulting fees and administrative expenses incurred for plan reviews, developer coordination, construction management, inspection

services to be provided for during the construction phase, and one-year warranty services.

AGREEMENT

ARTICLE I

SERVICES REQUIRED

Section 1.01 The development of the Popeye’s Louisiana Kitchen Tract will require the City to utilize its own personnel, its professionals and consultants; and the Escrow Fund will be used to reimburse the City its costs associated with these services.

Section 1.02 In the event other contract services are required related to the development from third parties, payment for such services will be made by the City and reimbursed by the Developer or paid directly by the Developer as the parties may agree.

ARTICLE II

FINANCING AND SERVICES

Section 2.01 All estimated costs and professional fees needed by City shall be financed by Developer. Developer agrees to advance funds to City for the purpose of funding such costs as herein set out:

Administrative	\$1,000
City Engineer	\$4,000
Legal	\$1,000
<hr/>	
TOTAL	\$6,000

Section 2.02 Developer agrees to submit payment of the Escrow Fund no later than ten (10) days after the execution of this Escrow Agreement. No work will begin by or on behalf of the City until funds have been received.

Section 2.03 The total amount shown above for the Escrow Fund is intended to be a “Not to Exceed” amount unless extenuating, unexpected fees are needed. Examples of extenuating circumstances created by the developer that may cause additional fees include, but are not limited to, greater than three plan reviews or drainage analysis reviews; revisions to approved plans; extraordinary number of comments on plans; additional meetings at the request of the developer; variance requests; encroachment agreement requests; construction delays and/or issues; failure to coordinate construction with City; failed testing during construction; failing to address punch list items; and/or excessive warranty repair items. If extenuating circumstances arise, the Developer will be informed, in writing by the City, of the additional deposit amount and explanation of extenuating circumstance. The Developer agrees to tender additional sums within 10 days of receipt of request to cover such costs and expenses. If additional funds are not deposited within 10 days all work by or on behalf of the City will stop until funds are deposited. Any funds which may remain after the completion of the development described in this Escrow Agreement will be refunded to Developer.

ARTICLE III,

MISCELLANEOUS

Section 3.01 City reserves the right to enter into additional contracts with other persons, corporations, or political subdivisions of the State of Texas; provided, however, that City covenants and agrees that it will not so contract with others to an extent as to impair City's ability to perform fully and punctually its obligations under this Escrow Agreement.

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party,

to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* relied upon to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

Section 3.03 This Escrow Agreement is subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any regulatory agency having jurisdiction.

Section 3.04 No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstance.

Section 3.05 Any notice, communication, request, reply or advice (hereafter referred to

by either party except as specifically provided herein between the parties or by supplemental agreement.

Section 3.08 This Escrow Agreement shall be for the sole and exclusive benefit of City and Developer and is not for the benefit of any third party. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing.

Section 3.09 The provisions of this Escrow Agreement are severable, and if any provision or part of this Escrow Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Escrow Agreement and the application of such provision or part of this Escrow Agreement to other person circumstances shall not be affected thereby.

Section 3.10 This Escrow Agreement and any amendments thereto, constitute all the agreements between the parties relative to the subject matter thereof, and may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original.

Section 3.11 This Agreement shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of Texas without regard to the principles of conflict of laws. This Agreement is performable in Montgomery County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement in three (3) copies, each of which shall be deemed to be an original, as of the date and year first written in this Escrow Agreement.

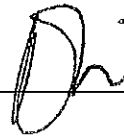
CITY OF MONTGOMERY, TEXAS

By: _____
Sara Countryman, Mayor

ATTEST:

By: _____
Nicola Browe, City Secretary

LK POP Holdings, LLC
Developer

By:  _____
Signature

Title: CEO

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

BEFORE ME, the undersigned authority, on this day personally appeared Sara Countryman, Mayor of the City of Montgomery, Texas, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2022.

Notary Public, State of Texas

THE STATE OF TEXAS {

COUNTY OF Harris {

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared M. Ali Lakhani, CEO of LK POP Holdings LLC, a Taxer Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated and as the act and deed of said organization.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th day of April, 2022.

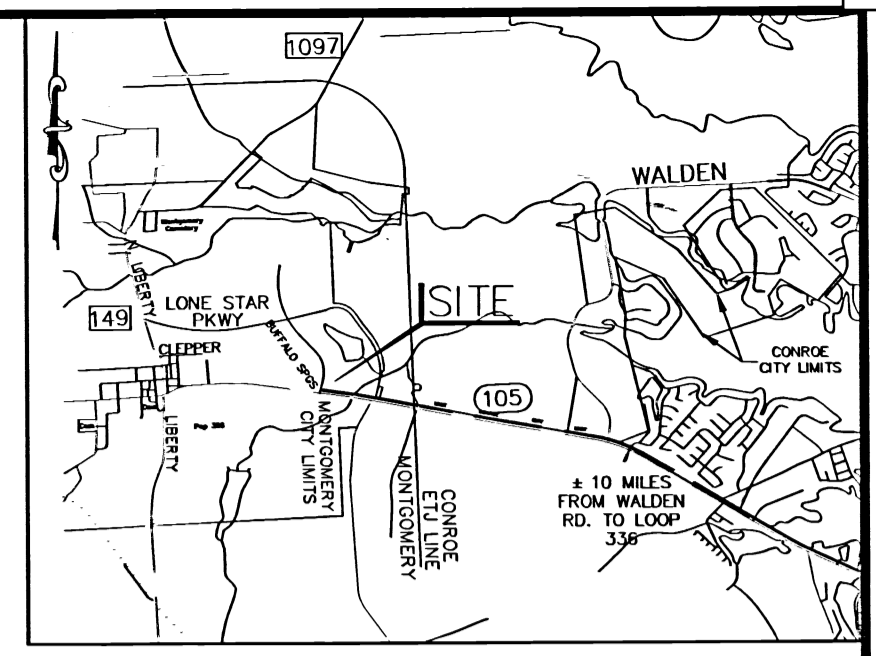
[Signature]
Notary Public, State of Texas



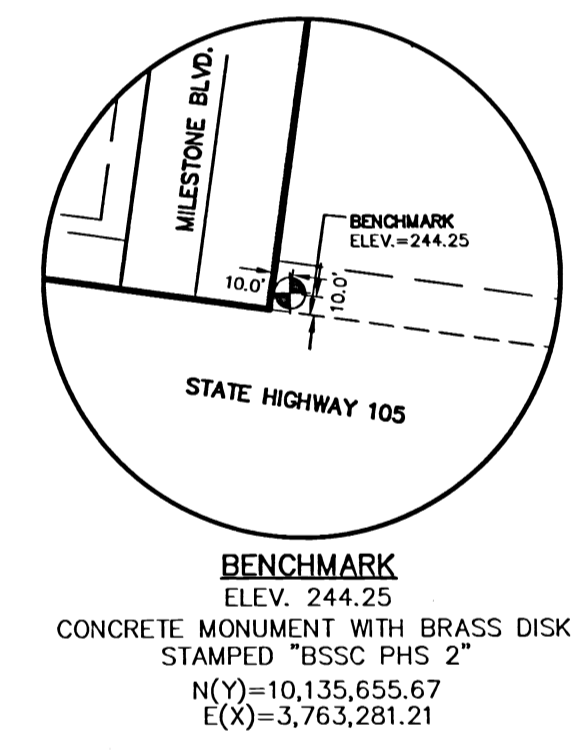
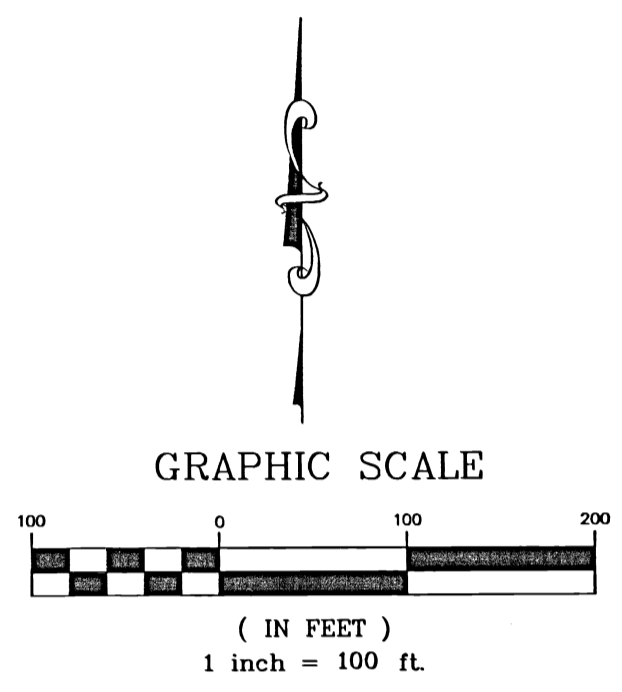
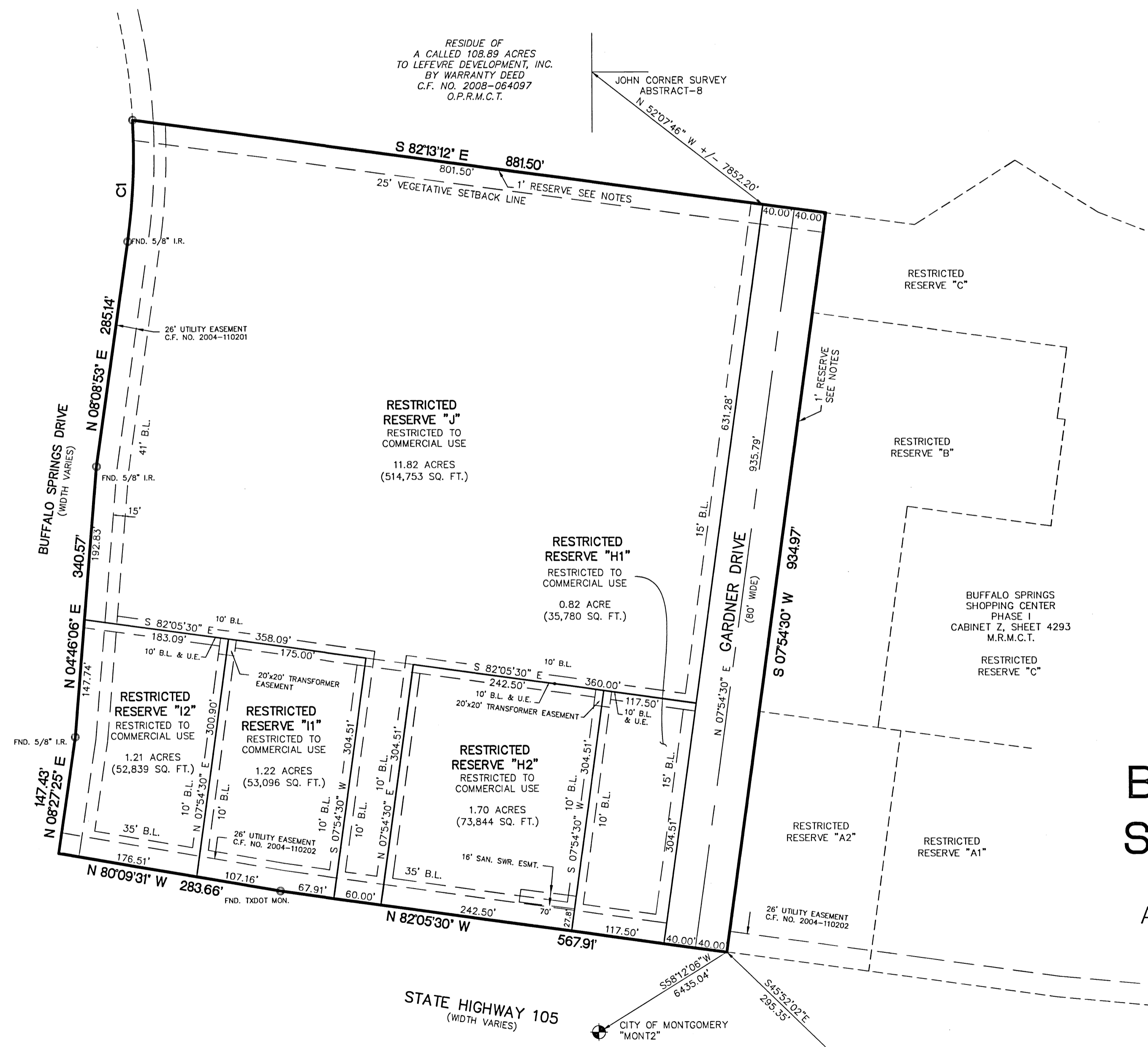
NOTES:

- 1. O.P.R. M.C.T. denotes Official Public Records of Montgomery County, Texas
- 2. M.R.M.C.T. denotes Map Records Montgomery County Texas
- 3. R.O.W. denotes right-of-way
- 4. B.L. denotes building line
- 5. D.E. denotes drainage easement
- 6. U.E. denotes utility easement
- 7. SAN. SWR. ESMT. denotes Sanitary Sewer Easement
- 8. ① denotes block number
- 9. This property is located in "Zone X", determined to be outside 100 year flood plain. This plat does not lie within a designated Special Flood Hazard Area, inundated by 100 year flood or Other Flood Areas.
- 10. All corners are set 5/8 inch iron rods w/cap unless otherwise noted.
- 11. There is a One-foot reserve dedicated as a buffer separation between the side or end of streets where such streets abut adjacent property, the condition of this dedication being that when the adjacent property is subdivided or re-subdivided in a recorded subdivision plat, the one-foot reserve shall thereupon become vested for street right-of-way purposes.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHD. BRG	CHD.
C1	790.00	152.69	11°04'26"	N02°37'29"E	152.45

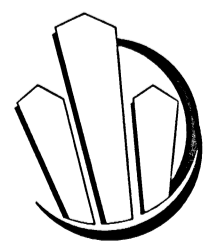


VICINITY MAP
N.T.S.
KEYMAP: 123 U



AMENDED PLAT OF
BUFFALO SPRINGS
SHOPPING CENTER
 PHASE 2
 A COMMERCIAL SUBDIVISION OF
 18.48 ACRES
 (805,182 SQ. FT.)
 IN THE
 JOHN CORNER SURVEY, A-8
 MONTGOMERY COUNTY, TEXAS
1 BLOCK 5 RESERVES
SEPTEMBER 2017

SURVEYOR:



TOWN AND COUNTRY SURVEYORS
2219 SANDUST ROAD, STE. 2003
THE WOODLANDS, TX 77380
(281)465-8730
www.landpoint.net
TBPLS# 10194172

OWNER/DEVELOPER:

MILESTONE PROPERTIES, INC.
10497 TOWN & COUNTRY WAY
SUITE 820
HOUSTON, TX. 77024
PH. (713) 784-3790
FAX (713) 784-8931
EMAIL: jmalca@milestoneco.com

ENGINEER:

DEVELOPMENT SERVICES, INC.
900 TOWN & COUNTRY LANE, SUITE 220
HOUSTON, TEXAS 77024
PH. (713) 647-9211
FAX (713) 647-9113
EMAIL: www.developmentservicesinc.com

DOC # 2017093479
Cabinet 002 Sheet 4804

RWG / RS / JDC

JOB No. 17-1062

SHEET 1 OF 2

H:\2017 Download\17-1062\DWG\BUFFALO SPRINGS SHOPPING CENTER PHASE 2 AMENDED 9-717.dwg

STATE OF TEXAS
COUNTY OF MONTGOMERY
STATE OF TEXAS

That Milestone Properties, Inc., a Texas corporation, as General Partner of Milestone 105 Investments, Ltd., a Texas limited partnership, acting by and through Jacobo Malca, President, does hereby adopt this plat designating the herein described property as the Amended Plat of Buffalo Springs Shopping Center, Phase II, and does hereby make subdivision of said property according to the lines, streets, alleys, parks and easements therein shown, and dedicate to public use forever all areas shown on this plat as streets, alleys, parks, and easements, except those specifically indicated as private; and does hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades and does hereby bind Owner, and Owner's successors and assigns to warrant and forever defend the title to the land so dedicated.

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

There is hereby dedicated a 5' aerial adjacent to all utility easement shown hereon from a plane 20 feet above the ground designated as "U.E. with A.E."

IN TESTIMONY WHEREOF, Milestone Properties, Inc., a Texas corporation, as President of Milestone Properties, a Texas corporation, has caused these presents to be signed by Jacobo Malca, President, thereunto authorized and its common seal hereunto affixed this 27th day of September, 2017.

BY: [Signature]
Jacobco Malca
President

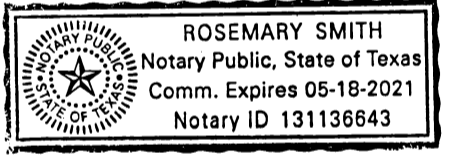
Attest: [Signature]
Michael Pappert, Authorized Agent
Milestone Properties Inc., a Texas corporation

STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Jacobo Malca, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of September, 2017.

[Signature]
Notary Public for Montgomery County, Texas



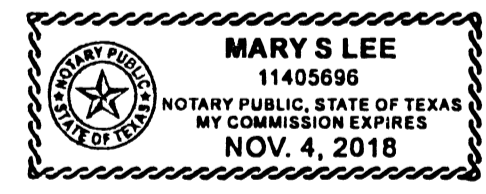
Printed name Rosemary Smith
My commission expires 5-18-21

STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Michael Pappert, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of September, 2017.

[Signature]
Notary Public for Montgomery County, Texas

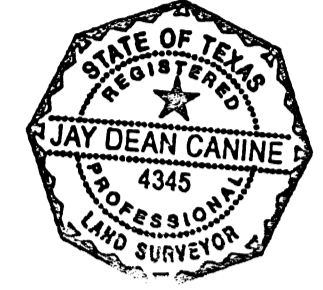


Printed name Mary S. Lee
My commission expires 11-4-18

SURVEYOR'S CERTIFICATION

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

By: [Signature]
Jay Dean Canine
Registered Professional Land Surveyor
Texas Registration No. 4345



CITY OF MONTGOMERY

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

BY: [Signature]
Ed Shackelford
City Engineer - City of Montgomery

This amending plat has been submitted to and considered by the City Administrator of the City of Montgomery, Texas, and is hereby approved as such.

Dated this 13th day of October, 2017.

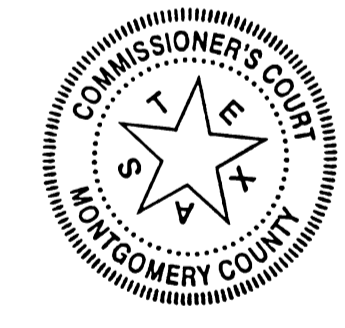
By: [Signature]
City Administrator, Montgomery, Texas

COUNTY CLERK

I, Mark Turnbull, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on 16 day of October, 2017, at 4:14 o'clock P.M., and duly recorded on 16 day of October, 2017, at 4:21 o'clock P.M., in cabinet 2, sheet 484-5 of Records of maps for said County.

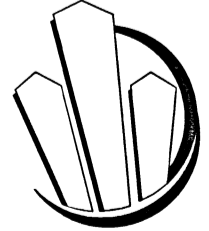
WITNESS MY HAND AND SEAL OF OFFICE, at Conroe, Montgomery County, Texas the day and date last above written.

By: [Signature]
Mark Turnbull, Clerk, County Court,
Montgomery County, Texas



By: [Signature]
Deputy

SURVEYOR:



TOWN AND COUNTRY SURVEYORS
2219 SAWDUST ROAD, STE. 2003
THE WOODLANDS, TX 77380
(281)465-8730
www.landpoint.net
TBPLS# 10194172

OWNER/DEVELOPER:

MILESTONE PROPERTIES, INC.
10497 TOWN & COUNTRY WAY
SUITE 820
HOUSTON, TX. 77024
PH. (713) 784-3790
FAX (713) 784-8931
EMAIL: jmalca@milestoneco.com

ENGINEER:

DEVELOPMENT SERVICES, INC.
900 TOWN & COUNTRY LANE, SUITE 220
HOUSTON, TEXAS 77024
PH. (713) 647-9211
FAX (713) 647-9113
EMAIL: www.developmentsservicesinc.com

AMENDED PLAT OF
BUFFALO SPRINGS
SHOPPING CENTER
PHASE 2

DOC # 2017093479
Cabinet 002 Sheet 4805

RWG / RS / JDC

JOB No. 17-1062

SHEET 2 OF 2

H:\2017 Download\17-1062.DWG\BUFFALO SPRINGS SHOPPING CENTER PHASE 2 AMENDED 9-717.dwg

Montgomery City Council
AGENDA REPORT

Meeting Date: March 22, 2022	Budgeted Amount: N/A
Department: Administration	Prepared By: Richard Tramm

Subject

Consideration and possible action on a resolution related to the annual review and adoption of the Investment Policy for the City of Montgomery.

Recommendation

Adopt the resolution as presented.

Discussion

Attached are the Resolution, Amended Investment Policy (including Appointment of Investment Officer) and the updated List of Authorized Brokers for 2022 for your review. This is a routine item upon which City Council acts each year.

The Investment Policy was reviewed and updated by the City Attorney and the List of Authorized Brokers was provided by Municipal Accounts.

Approved By		
City Administrator	Richard Tramm	Date: March 24, 2022

**AMENDED ORDER ESTABLISHING POLICY FOR
INVESTMENT OF MUNICIPAL FUNDS
AND APPOINTING INVESTMENT OFFICER**

WHEREAS, the City of Montgomery, Texas (the "City") is a body politic and a type A general law municipality of the state of Texas; and

WHEREAS, Chapter 2256, Texas Government Code (sometimes referred to herein as the "Public Funds Investment Act"), requires that the governing body of the City adopt rules, regulations and policies governing the investment of Municipal funds and designate one or more of its officers or employees to be responsible for the investment of such funds;

NOW, THEREFORE, IT IS ORDERED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS, THAT the policies, procedures and provisions set forth herein be and are hereby ADOPTED, and that any order, and every amendment thereto, heretofore adopted by the City Council establishing policies for the investment of City funds and appointing an investment officer shall be and are hereby revoked and superseded effective as of March 22, 2022, the effective date of this Order.

Section 1. Purpose. The purpose of this Order Establishing Policy for Investment of Municipal Funds and Appointing Investment Officer (the "Investment Policy") is to adopt rules and regulations which set forth the City's policies with regard to the investment and security of City funds or funds under the City's control. It is further the purpose of this Investment Policy to ensure that purchases and sales of City investments are initiated by authorized individuals, conform to investment objectives and regulations, and are properly documented and approved, and to provide for the periodic review of City investments to evaluate investment performance and security, all as required by applicable law.

Section 2. Appointment of Investment Officer; Standard of Care. Mr. Mark M. Burton and Ghia Lewis of Municipal Accounts and Consulting, L.P., the City's Bookkeeper, shall be and is hereby individually designated the Investment Officer of the City, responsible for the supervision of investment of City funds pursuant to this Investment Policy. In the administration of his or her duties hereunder, the City's Investment Officer shall exercise the judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of his or her own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived; however, the City Council of the City shall retain ultimate responsibility as fiduciaries of the City's assets. The City Council, Tax Assessor-Collector, Financial Advisor and other consultants shall be authorized to assist the Investment Officer in the carrying out of the duties of Investment Officer.

Section 3. Appointment of Investment Officer and Tax Assessor-Collector for Investment of City Funds. The City Council hereby designates the City's Investment Officer as the authorized representative of the City to (a) invest and reinvest the funds of the City; (b) withdraw City funds from appropriate accounts of the City for the investment of same in accordance with the terms of this Investment Policy; and (c) arrange for adequate security for uninsured deposits or funds of the City

pursuant to and in compliance with a Public Funds Depositor Collateral Security Agreement which shall be substantially in the form attached hereto as Exhibit "B," and to execute said Agreement(s) and any documentation required in connection therewith on behalf of the City. To the extent that the City's Tax Assessor- Collector is required to perform any of the functions set forth in (a), (b) or (c) above, the Tax Assessor-Collector shall do so in accordance with the provisions of the Public Funds Investment Act and this Investment Policy, and under the supervision of and in consultation with the City's Investment Officer.

Section 4. Authority and Duties of Investment Officer. The following rules shall apply to the City's Investment Officer:

- A. The City Council hereby instructs the Investment Officer for the City to maintain the investments of the City in a manner consistent with the rules and regulations set forth in this Investment Policy and the Public Funds Investment Act, as amended.
- B. No persons, other than those designated in Section 3 above, may deposit, invest, transfer, withdraw or otherwise manage City funds without express written authority of the City Council.
- C. The Investment Officer for the City shall invest and reinvest City funds only in those investments authorized under this Investment Policy or by the City Council, and only in the name of and solely for the account of "City of Montgomery, Texas". The Investment Officer for the City shall be authorized to wire transfer funds of the City only (1) for the purchase of investments solely in the name of "City of Montgomery, Texas", (2) for the transfer of all or any portion of the principal of or interest earnings or profits or gains on any investment of the City to one or more previously authorized and established accounts of "City of Montgomery, Texas", (3) for the transfer of City funds to any paying agent of the City for the payment of principal and semiannual interest payments on any outstanding bonds of the City and for the payment of paying agent fees relative to same, or (4) for other purposes, such as the payment of City bills, pursuant to a resolution or other express written instructions of the City Council.
- D. The Investment Officer for the City shall, not later than the first anniversary of the date the Investment Officer takes office or assumes such duties, attend a training session of at least should this not be 10 hours of instruction relating to the Investment Officer's responsibilities under the Public Funds Investment Act, as amended, from an independent source approved by the City Council and thereafter shall attend at least ten hours within each two year period after the first year. Such investment training must include education in investment controls, security risks, diversification of investment portfolio, strategy risks, market risks, and compliance with the provisions of the Public Funds Investment Act, as amended.
- E. Not less frequently than each fiscal quarter, the City's Investment Officer shall prepare and submit to the City Council a written report of investment transactions for all invested funds of the City for the preceding reporting period. Such report must (1) describe in detail the investment position of the City on the date of the report; (2) be prepared by the Investment Officer for the City; (3) be signed by the Investment Officer of the City; (4) contain a summary statement, prepared in compliance with generally accepted

accounting principles, of each pooled fund group, if any has been created by the City, that states the beginning market value for the reporting period, additions and changes to the market value during the period, and ending market value for the period, and fully accrued interest for the reporting period; (5) state the book value and market value of each separately invested asset of the City at the beginning and at the end of the reporting period by the type of asset and fund type invested; (6) state the maturity date of each separately invested asset that has a maturity date; 7) state the account or fund or pooled group fund, if the City has any, for which each individual investment was acquired; and (8) state the compliance of the City's investment portfolio as it relates to the investment strategy for each account of the City as set forth in this Investment Policy and relevant provisions of the Public Funds Investment Act, as amended. Such report must be presented to the City Council within a reasonable period of time after the end of each fiscal quarter. If the City invests in other than (i) money market mutual funds, (ii) investment pools or (iii) accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, all of the type authorized under Section 6 of this Investment Policy, the reports prepared under this Section 4.E. shall be formally reviewed at least annually by an independent auditor, and the result of such review shall be reported to the City Council by that auditor.

- F. In the event City funds are invested or reinvested in Certificates of Deposit, the Bookkeeper or Tax Assessor-Collector, as applicable, shall solicit bids from at least two (2) bidders, either orally, in writing, electronically or in any combination of those methods, for each such investment.
- G. All purchases of investments, except investments in investment pools or in mutual funds, shall be made on a delivery versus payment basis.
- H. Not less frequently than each fiscal quarter, and as close as practicable to the end of such reporting period, the City's Investment Officer shall determine the market value of each City investment. Such market values shall be included in the written reports submitted to the City Council pursuant to Section 4.E hereinabove. The following methods shall be used:
 - (1) Certificates of deposit shall be valued at their face value plus any accrued but unpaid interest.
 - (2) Shares in money market mutual funds and investment pools, if any, shall be valued at par plus any accrued but unpaid interest.
 - (3) Other investment securities may be valued in any of the following ways:
 - (a) The lower of two bids for such security obtained from qualified securities brokers/dealers with whom the City may engage in investment transactions;
 - (b) The average of the bid and asked prices for such security as published in The Wall Street Journal or The New York Times;

- (c) The bid price for such security published by any nationally recognized security pricing service; or
 - (d) The market value quoted by the seller of the security.

- I. A written copy of the City's Investment Policy must be presented to any person offering to engage in an investment transaction with the City and to any investment management firm under contract with the City for the investment and management of its funds. The "qualified representative" of the business organization offering to engage in an investment transaction with the City or an investment management firm shall execute a written instrument in a form acceptable to the City substantially to the effect that the business organization or firm has received and reviewed the Investment Policy of the City and acknowledges that such business organization or firm has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and such organization or firm that are not authorized by the City's Investment Policy, except to the extent that such authorization is dependent on an analysis of the makeup of the City's entire investment portfolio or requires an interpretation of subjective investment standards. The City's Investment Officer may not acquire or otherwise obtain any authorized investment described in Section 6 hereof from a person who has not delivered to the City the written statement acknowledging receipt of this Investment Policy in a form substantially similar to that attached hereto as Exhibit "A" (the "Certificate of Compliance"). For purposes of this Section 4.1., the "qualified representative" of a business organization offering to engage in an investment transaction with the City means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:
 - (1) for a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers;
 - (2) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution;

or

 - (3) for an investment pool, the person authorized to sign the written instrument on behalf of the investment pool by the elected official or board with authority to administer the activities of the investment pool.

The "qualified representative" of an investment management firm under contract with the City for the investment and management of its public funds is a person who is an officer or principal of such firm.

- J. The Investment Officer for the City shall disclose in writing to the City Council any (i) "personal business relationship" that they may have with a business organization offering to engage in an investment transaction with the City, or (ii) any relationship within the

second degree by affinity or consanguinity, as determined by Chapter 573, Texas Government Code, as amended, to any individual seeking to sell an investment to the City. Any written disclosure statement filed with the City Council by the Investment Officer pursuant to this section must also be filed with the Texas Ethics Commission. For purposes of this Section 4.J., the Investment Officer has a "personal business relationship" with a business organization if:

- (1) the Investment Officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- (2) funds received by the Investment Officer from the business organization exceed ten percent of the Investment Officer's gross income for the previous year; or
- (3) the Investment Officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for their personal account.

- K. In conjunction with the City's annual financial audit, a compliance audit of management controls on investments and adherence to this Investment Policy must be performed. In connection with said compliance audit, the City Council shall review on an annual basis this Investment Policy and its investment strategies. In connection with said annual review, the City Council shall adopt a written resolution stating that it has reviewed this Investment Policy and the investment strategies set forth herein, and shall indicate in said resolution either the continuance of this Investment Policy without amendment or the changes made to the Investment Policy and/or the investment strategies herein.

Section 5. General Investment Principles and Objectives. All investments of City funds or funds under the City's control shall be made in accordance with the following general rules, regulations and policies:

- A. Any moneys in any fund of the City or in any fund established by the City Council in connection with the authorization of the City's bonds, including, but not limited to, proceeds from the sale of such bonds, which funds are not required for the payment of obligations due or to become due immediately, shall be invested and reinvested, from time to time, only in the authorized investments specified in Section 6 hereunder; provided, however, that all such investments shall be secured in the manner provided for the security of the funds of municipalities of the State of Texas (The Public Funds Collateral Act, Chapter 2257, Texas Government Code, as amended) or in such other manner as may be authorized by law from time to time and otherwise suitable for the City's needs.
- B. The policy of the City is to invest City funds only in instruments which further the following investment objectives of the City stated in order of importance: (1) preservation and safety of principal; (2) liquidity; and (3) yield. The City will continuously attempt to diversify its portfolio to reduce risks. The type, conditions and maturity date of City investments shall be consistent with the cash flow needs and operating requirements of the City, as determined from time to time by the City Council,

and consistent with the investment strategy for each City account as set forth in Section 7 hereunder; provided, however, that in no event shall the maximum allowable stated maturity of any individual investment owned by the City exceed two (2) years, unless otherwise specifically set forth in this Investment Policy.

- C. If invested in certificates of deposits, the City's funds shall be secured, to the extent that such funds are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, by the pledge to the City of certain types of securities, as determined in the sole discretion of the City, which under the laws of the State of Texas may be used to secure the deposits of municipalities, pursuant to and in compliance with a Public Funds Depositor Collateral Security Agreement which shall be substantially in the form attached hereto as Exhibit "B", the terms and conditions of which are incorporated herein by reference (the "Public Funds Depositor Collateral Security Agreement").
- D. Securities pledged to the City shall be pledged pursuant to and in compliance with a Public Funds Depositor Collateral Security Agreement to be entered into by and between the City and the institution(s) pledging such securities. Securities pledged to the City shall either be deposited and held in safekeeping at the trust or safekeeping department of a commercial banking institution located in the State of Texas not affiliated with the pledging institution(s) or a federal home loan bank, or shall be held in a restricted securities account, joint safekeeping account or other similar account in a branch of the Federal Reserve Bank pursuant to any and all applicable regulations, operating circulars, bulletins and policies of the Federal Reserve Bank, including the terms and conditions of any applicable forms or agreements, as may exist now or hereafter be enacted, promulgated or issued by the Federal Reserve Bank. The City's Investment Officer and Tax Assessor-Collector shall, within the limits of business practicality and consistent with the Federal Deposit Insurance Corporation Statement of Policy dated March 23, 1993, (or any subsequent applicable Statement of Policy issued by the FDIC) relative to the securing of public funds, ensure that the City's uninsured funds are at all times secured as required by the Public Funds Collateral Act (Chapter 2257, Texas Government Code, as amended) and in the manner set forth in the Public Funds Depositor Collateral Security Agreement. The City's Investment Officer and Tax Assessor-Collector are hereby authorized to execute Public Funds Depositor Collateral Security Agreements and any agreements, documents or forms required by the Federal Reserve Bank on behalf of the City, as and when required, and to approve the substitution of securities pledged to the City as collateral pursuant to and in the manner set forth in any Public Funds Depositor Collateral Security Agreement entered into by the City.
- E. The City Council recognizes that, within the framework of the above rules, decisions must be made concerning the type and duration of each investment transaction, and that such decisions are best made by the person responsible for implementing the transaction, based upon the facts and circumstances prevailing at the time. As a guide to making such decisions, it is hereby declared the policy of the City Council that priority should be given to proper security of the City's funds over maximizing the yield on investments. Furthermore, in cases where the rate of return on an investment security offered by competing banking institutions are substantially equivalent, the City's Investment

Officer shall give preference to those investments and investment institutions offering the greatest degree of administrative convenience and proximity, flexibility of investment arrangements and/or similar intangible benefits and community goodwill.

- F. Except as herein provided, nothing herein shall be deemed or construed to authorize the withdrawal, expenditure or appropriation of funds of the City except by check or draft signed by three (3) members of the City Council, or as otherwise provided by applicable statutes or the resolutions, rules, regulations, policies, orders or proceedings of the City Council. Furthermore, the City Council shall retain sole responsibility for establishing and implementing, from time to time, this Investment Policy, and all investment transactions to be undertaken by the City's Investment Officer pursuant to the Investment Policy shall be subject to the further or more specific directions, instructions, orders, resolutions or actions of the City Council.

Section 6. Authorized Investments. The following categories of investment are authorized for investment of City funds:

- A. Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
- B. Direct obligations of the State of Texas or its agencies and instrumentalities;
- C. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas, or the United States or obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, Issued, assumed or guaranteed by the State of Israel or any of their respective agencies and instrumentalities
- D. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
- E. Certificates of deposit issued by a state or national bank domiciled in the State of Texas, a savings bank domiciled in the State of Texas, or a state or federal credit union domiciled in the State of Texas that are:
- (1) Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
 - (2) Secured by obligations of the type described in Section 2256.010(2), Texas Government Code, as amended, or
 - (3) secured in any other manner and amount provided by law for deposits of the City pursuant to a Public Funds Depositor Collateral Security Agreement approved and executed by the City;

- F. Commercial paper with a stated maturity of 270 days or fewer from the date of issuance which meets the requirements set forth in Section 2256.013, Texas Government Code, as amended;
- G. No-load money market mutual funds that:
 - (1) are registered with and regulated by the Securities and Exchange Commission;
 - (2) provide the City with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.);
 - (3) have a dollar-weighted average stated maturity of 90 days or fewer; and
 - (4) include in their investment objectives the maintenance of a stable net asset value of \$1.00 for each share;
- H. Investment pools which meet the requirements set forth in Section and Section 2256.019, Texas Government Code, as amended; and
- I. Fully collateralized repurchase agreements meeting the requirements set forth in Section 2256.011, Texas Government Code, as amended, provided that the maximum maturity of same shall not exceed seven (7) days.

Section 7. Investment Strategies. City investments shall be made upon the evaluation of the specific investment objectives and strategies of each account of the City, with the primary objective for the selection of any City investment being the understanding of the suitability of such investment to the financial requirements of the City. The City's investment strategy for each of its accounts is as follows:

- A. **Operating/General Account:** The operating/general account is used for all operations and maintenance needs of the City and funds therein shall be invested to meet the operating and cash flow requirements of the City as determined by the City Council. The highest priorities for this account are the liquidity and marketability of an investment if the need arises to liquidate the investment before its maturity. Of equal importance is the preservation and safety of the principal of investments in the operating account. When these priorities are met, the yield on investments held in the operating/general account will next be considered.
- B. **Debt Service/Bond Fund Account;** The City's debt service/bond fund account is used to pay the City's debt service on its outstanding bonds. The highest priority for this account is the preservation and safety of principal. Since the City knows the amount of its debt service requirements and when it becomes due, investments for the debt service/bond fund account should be structured to coincide with the amount and timing of the debt service requirements. When the preservation and safety of principal and liquidity considerations for debt service purposes are assured, including the marketability of debt service/bond fund account investments in the event the need arises to liquidate an investment before its maturity, the yield on debt service/bond fund account investments should be considered. Since the amount of City funds in the debt service/bond fund

account can be significant, diversification of the debt service/bond fund account investment portfolio may be necessary. The City may easily liquidate investments in an investment pool and therefore such investments may be appropriate in combination with longer term investments in the debt service/bond fund account.

- C. **Capital Projects/Construction Fund Account:** The capital projects/construction fund account is used to pay for capital improvements of the City. The highest priority for this account is the preservation and safety of principal. In the event that funds held in the capital projects/construction fund account are for particular improvement projects that have been previously identified by the City Council, the City Council will have an idea of the approximate time when disbursements will be required to be made from this account. In this situation, investments in the capital projects/construction fund account should be structured so that they mature or can be liquidated on or about the dates that disbursements are expected to be made. Once the safety of principal and liquidity and marketability of capital projects/construction fund account investments which are to match certain disbursement dates are assured, the yield on such investments may be considered. Since City funds in the capital projects/construction fund account may not be needed for a year or more, longer term instruments should be considered to increase yield. However, if funds available in the City's capital projects/construction fund account are surplus construction funds from prior bond issues or interest earnings on such funds and are not earmarked for specific improvement projects, but rather viewed by the City Council as an emergency reserve fund for major repairs or rehabilitation projects, investments in the capital projects/construction fund account, at least to the extent that they are for emergency reserve purposes, should be kept in relatively short term investments that can be easily marketed and liquidated if necessary, such as investment pools. Alternatively, bond proceeds that may be deposited in the City's capital projects/construction fund account for reimbursement to a developer and which may be in the capital projects/construction fund account for only one or two days, should be kept in the most liquid investment available. Investment diversification for large amounts of City funds that may be deposited into the capital projects/construction fund account for only one or two days may be achieved through the use of an investment pool. Since investment pools are short term in nature, they would normally be used for City funds in this account only if the City knows that it will be dispersing funds in a relative short period of time. However, on some occasions the yield on investment pools is higher than on longer term investments, so their use may be optimal for funds in the capital projects/construction fund account.

Section 8. Miscellaneous.

- A. In the event of any conflict or inconsistency between the terms of this Investment Policy and applicable requirements of law, such conflict or inconsistency will be resolved in favor of the more restrictive of this Investment Policy or the applicable requirements of law. In the event of any ambiguity or uncertainty as to the intent and application of any part, section/ paragraph or provision hereof, a written request for clarification or approval of a proposed action describing such circumstances shall be submitted to the City Council for a decision as to a proper course of action.

- B. Investments which are prohibited by Government Code chapter 2270 Prohibition on Investing Public Money in Certain Investments and SB 253 (85th Legislature Regular Session). That chapter deals primarily with entities conducting business with Sudan, Iran or Foreign Terrorist Organizations. Such “Listed Companies” are prohibited Investments. The Texas Comptroller will regularly update the list of Listed Companies. The Investment Officer will review the updated list when made available by the Comptroller and will follow the requirements of SB 253 with respect to any existing investments in Listed Companies.
- B. The rules, regulations and policies set forth herein shall be and remain in full force and effect unless and until amended, revised, rescinded or repealed by action of the City Council. The City Council specifically reserves the right to change, alter or amend any provision of this Investment Policy at any time.
- C. The provisions of this Investment Policy are severable, and if any provision or part of this Investment Policy or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Investment Policy and the application of such provision or part of this Investment Policy shall not be affected thereby.

The Mayor is authorized to execute and the Secretary to attest this Investment Policy on behalf of the City Council.

PASSED and ADOPTED this the ____ day of March, 2022.

CITY OF MONTGOMERY, TEXAS

By: _____
Sara Countryman, Mayor

ATTEST:

Nici Browe, City Secretary

2022

LIST OF AUTHORIZED BROKERS

ABC Bank	Moody National Bank
Allegiance Bank	New First National Bank
Amegy Bank of Texas, N.A.	North Star Bank of Texas
Austin Capital Bank	Omni Bank N.A.
BB & T	PNC Bank/The PNC Financial Services Group, Inc.
BancorpSouth	Pioneer Bank
Bank of America N.A.	Plains Capital Bank
Bank of New York- Mellon	Plains State Bank
Bank of Texas N.A.	Prosperity Bank
Bank Ozk	R Bank
Cadence Bank	Regions Bank
Capital Bank of Texas	SouthStar Bank
Capital Markets Group	Southwest Securities
Capital One	Spirit of Texas Bank
Central Bank	State Bank of Texas
Chasewood Bank	State Street Bank & Trust Co.
Citibank N.A.	Stifel Nicholas
Comerica Bank	Tex Star Investment Pool
Comerica Securities	Texan Bank
Commercial State Bank	Texas Capital Bank N.A.
Community Bank of Texas	Texas Class
Community Trust Bank	Texas Citizens Bank
Coastal Securities	Texas Exchange Bank
East West Bank	Texas First Bank
First Bank of Texas	Texas Gulf Bank
First Citizens Bank	Texas Regional Bank
First Financial Bank, N.A.	The Independent Bankers Bank
First National Bank of Texas	The Mint National Bank
First Texas Bank	Texas Savings Bank
Frontier Bank of Texas	Texpool/Texpool Prime
Frost National Bank	The Right Bank for Texas
Guaranty Bank & Trust	Third Coast Bank
Hancock Whitney Bank	Trustmark National Bank
Herring Bank	United Bank of El Paso Del Norte
Hometown Bank, N.A.	United Texas Bank
Iberia Bank	Unity National Bank
ICS	U. S. Bank
Independent Bank	Veritex Bank
International Bank of Commerce	Wallis Bank
Inter National Bank	Wells Fargo Bank, N.A.
IntraFi Network Deposits	Wells Fargo Brokerage Services, LLC
JP Morgan Chase	Wells Fargo Trust
Legacy Texas Bank	West Star Bank
Lone Star Bank	Woodforest National Bank
Lone Star Capital Bank	
Lone Star Investment Pool	

RESOLUTION NO. 2022-

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.

WHEREAS, Chapter 2256 of the Texas Government Code, commonly known as the Public Funds Investment Act (“Act”), requires the City Council of the City of Montgomery (“City”) to adopt a written policy governing the investment of its funds and funds under its control; and

WHEREAS, the Act requires the City to adopt written investment strategies (“Strategies”) for each fund group or group of funds under its control; and

WHEREAS, the City adopted a written investment policy (“Policy”) on October 25, 2005 that complies with the requirements of the Act; and

WHEREAS, the City’s Policy includes investment Strategies for each fund or group of funds under the City’s control; and

WHEREAS, the Act requires the City to review the Policy and Strategies on at least an annual basis and affirm through a Resolution that such review has occurred; and

WHEREAS, any changes to the Policy of the Strategies are required by the Act to be included in this Resolution.

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

Section 1. The City Council hereby affirms that it has reviewed the Policy and the Strategies attached, amending Section 2. Appointment of Investment Officer to add Ghia Lewis of Municipal Accounts; included and attached as Exhibit “A” ;

Section 2. The List of Authorized Brokers is attached as Exhibit “B”; and

Section 3. The Resolution shall take effect immediately from and after its adoption.

PASSED AND ADOPTED by the City Council of the City of Montgomery, Texas on this the ____ day of March, 2022.

APPROVED:

By: _____
Sara Countryman, Mayor

ATTEST:

Nici Browe, City Secretary

Montgomery City Council
AGENDA REPORT

Meeting Date: April 12, 2022	Budgeted Amount: N/A
Department: Public Works	Prepared By: Mike Muckleroy

Subject

Consideration and possible action on authorizing equipment repair expenses at Cedar Brake Park.

Recommendation

Authorize the City Administrator to approve equipment repair expenses in the amount of \$22,315.00 as presented.

Discussion

Public Works asked Safety First Playgrounds to perform playground equipment inspections at Cedar Brake Park. A full list of recommendations was provided and Lone Star Recreation of Texas, LLC. was contacted to provide a quote for all repairs necessary. Lone Star Recreation of Texas, LLC. is the Houston area representative for the Landscape Structures brand of playground equipment which is installed at Cedar Brake Park. This is a complete list and includes all items that are in need of attention in each section of the park.

Approved By

Public Works Director	Mike Muckleroy	Date: 04/04/2022
City Administrator	Richard Tramm	Date: 04/04/2022



Lone Star Recreation of Texas, LLC.

10701 Corporate Drive Suite 390
Stafford, TX 77477
Phone: 281-970-9010

PROPOSAL

Quote # 11322-03

Page 1 of 2

Contact: Eric Standifer
Company: City of Montgomery
Phone: 936-597-3304
Email: estandifer@ci.montgomery.tx.us

Ship To: City of Montgomery
101 Old Plantersville Rd.
Montgomery, TX 77316

Bill To: City of Montgomery
101 Old Plantersville Rd.
Montgomery, TX 77316

Installation Site: Cedar Brake Park
TX-105
Montgomery, TX 77356

Design Number: 1161081-01-02

Date: 3/30/2022
Proposal Expires: 4/30/2022

Terms
INCO Terms: F.O.B. Manufacturing Plant
Estimated Mfg. Lead Time: 12-14 weeks ARO
LSRT Payment Terms:
Equipment: Net 30
Installation: Due upon completion

Proposal Prepared By
Contact: Vanessa Zelaya
Phone: 281-970-9010
Email: vanessa.zelaya@LonestarRecreation.com

Sales
Contact: Auston Fertak
Phone: 281-970-9010
Email: auston.fertak@LonestarRecreation.com

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMT
3	174018B	Belt Seat TenderTuff Chains for 8' Beam Height	\$ 205.00	\$ 615.00
2	176038H	Full Bucket Seat TenderTuff Chains for Toddler Swing	\$ 447.00	\$ 894.00
1	177351B	Molded Bucket Seat w/Harness TenderTuff Chains for 8' Beam	\$ 1,166.00	\$ 1,166.00
1	235756A	Fish Net Climber DB (Rope)	\$ 3,040.00	\$ 3,040.00
1	138438	2-STEP SECTION PVC	\$ 680.00	\$ 680.00
2	100198	BHCS 6LP 3/8x1-1/8i SST	\$ 2.00	\$ 4.00
2	100195	BHCS 6LP 3/8x5/8i SST	\$ 2.00	\$ 4.00
2	100686	BIT HEX SOCKET TPP 5/16i	\$ 2.00	\$ 4.00
2	100686	BIT HEX SOCKET TPP 5/16i	\$ 2.00	\$ 4.00
2	207385	BRACE HEX DECK PNT	\$ 96.00	\$ 192.00
1	152013	CHN 3/16 X 140i PVC	\$ 126.00	\$ 126.00
1	130716	DBL POLY WAVE SLD 48/56	\$ 1,703.00	\$ 1,703.00
1	133781	DK TRANS 1/4 RND PVC	\$ 423.00	\$ 423.00
4	100353	FLG NUT 6LP 3/8-16 SST	\$ 3.00	\$ 12.00
1	129321	HDW 2-HOLE SM DRV ANCH	\$ 9.00	\$ 9.00
1	120439	HDW BERM EXIT PL PB	\$ 20.00	\$ 20.00
1	133310	HDW CLATTERBRIDGE 123i	\$ 271.00	\$ 271.00
1	126982	HDW PB CRVD TRANS MODULE	\$ 115.00	\$ 115.00
1	120203	HDW PB TRIANGULAR DK	\$ 33.00	\$ 33.00
1	111507	HDW PKG CURVED POLY SLD	\$ 23.00	\$ 23.00
1	116943	HDW PKG DBL POLY WAVE SLD	\$ 44.00	\$ 44.00
1	137121	HDW PKG PB HEX DECK	\$ 103.00	\$ 103.00
4	106480	HDW PKG PERM PNL ATT 6-HL	\$ 25.00	\$ 100.00
2	106695	HDW PKG PS SQ DECK	\$ 23.00	\$ 46.00
2	117406	HDW PKG PS TRI-DECK	\$ 12.00	\$ 24.00
1	127148	HDW PKG TRANSFER STEP	\$ 13.00	\$ 13.00
1	125741	HDW XFR STEP SPRT DB	\$ 13.00	\$ 13.00
2	145659	HEX DECK PB	\$ 1,766.00	\$ 3,532.00

SUBTOTAL \$ 13,213.00

Pricing is for the above listed equipment only: NO installation, subgrade, drainage, additional contract terms, additions or deletion, change orders, insured addendum, off loading of equipment, storage of product, site security, retainage, or any applicable taxes, bonds, permits or freight are included unless listed as separate line items. Freight charges will be included with initial invoice.

Tax Exemption Certificate must be supplied with order if applicable

Change orders, cancellation, and/or rescheduling of services will be subject to available schedule and payment for incurred time & expenses, freight and fees.

LSRT reserves the right to apply payments to past due invoices first before applying payments to specific orders.

1.5% per month late payment fee will be applied for late payments

LSRT Terms and Conditions apply unless Subcontract is on file.



Lone Star Recreation of Texas, LLC.

10701 Corporate Drive Suite 390
Stafford, TX 77477

Phone: 281-970-9010

PROPOSAL

Quote # 11322-03

Page 2 of 2

Contact: Eric Standifer
Company: City of Montgomery
Phone: 936-597-3304
Email: estandifer@ci.montgomery.tx.us

Ship To: City of Montgomery
101 Old Plantersville Rd.
Montgomery, TX 77316

Bill To: City of Montgomery
101 Old Plantersville Rd.
Montgomery, TX 77316

Installation Site: Cedar Brake Park
TX-105
Montgomery, TX 77356

Design Number: 1161081-01-02

Date: 3/30/2022
Proposal Expires: 4/30/2022

Terms
INCO Terms: F.O.B. Manufacturing Plant
Estimated Mfg. Lead Time: 12-14 weeks ARO
LSRT Payment Terms:
Equipment: Net 30
Installation: Due upon completion

Proposal Prepared By
Contact: Vanessa Zelaya
Phone: 281-970-9010
Email: vanessa.zelaya@LonestarRecreation.com

Sales
Contact: Auston Fertak
Phone: 281-970-9010
Email: auston.fertak@LonestarRecreation.com

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMT
2	100685	KEY HEX TPP 5/16i	\$ 4.00	\$ 8.00
2	100685	KEY HEX TPP 5/16i	\$ 4.00	\$ 8.00
1	128494	NUT HEX CTRLOCK 3/8-16SST	\$ 2.00	\$ 2.00
1	100327	NUT HEX STD 3/8-16 SST	\$ 1.00	\$ 1.00
24	118959	PL CONN CBRDG PNT	\$ 9.00	\$ 216.00
1	120322	PL RAMP BERM EXIT PVC	\$ 352.00	\$ 352.00
1	116788	SPRING PIN 3/16x1-1/4i SST	\$ 2.00	\$ 2.00
1	123115	THD ROD 3/8-16 X 2-1/16i	\$ 25.00	\$ 25.00
1	122223	TRANS BOT STEP PVC	\$ 427.00	\$ 427.00
1	145657	TRI DECK PB	\$ 887.00	\$ 887.00
2	100365	WASHER FLAT SAE 3/8i SST	\$ 1.00	\$ 2.00
3	119794	HDW SGL HANDLOOP/HBAR PS	\$ 33.00	\$ 99.00
2	122202	HDW SQ DECK KICK PLATE	\$ 14.00	\$ 28.00
1	122201	HDW TRI DECK KICK PLATE	\$ 19.00	\$ 19.00
1	INSTALLATION	Installation of Landscape Structures equipment referenced above by Manufacturer Trained and Certified CPSI Installer w/ 12 month labor warranty	\$ 5,836.00	\$ 5,836.00

By signing this proposal, the customer is agreeing to the scope of work and terms.

EQUIPMENT	\$	15,289.00
INSTALLATION	\$	5,836.00
FREIGHT	\$	1,190.00
SALES TAX		Exempt
TOTAL	\$	22,315.00

Accepted by Customer _____ Date _____

Print Name _____ PO/Ref. # _____ Title _____

Pricing is for the above listed equipment only: NO installation, subgrade, drainage, additional contract terms, additions or deletion, change orders, insured addendum, off loading of equipment, storage of product, site security, retainage, or any applicable taxes, bonds, permits or freight are included unless listed as separate line items. Freight charges will be included with initial invoice.

Tax Exemption Certificate must be supplied with order if applicable

Change orders, cancellation, and/or rescheduling of services will be subject to available schedule and payment for incurred time & expenses, freight and fees.

LSRT reserves the right to apply payments to past due invoices first before applying payments to specific orders.

1.5% per month late payment fee will be applied for late payments

LSRT Terms and Conditions apply unless Subcontract is on file.

ADDITIONAL TERMS AND CONDITIONS

Entire Agreement: This document, including the proposal and any referenced attachments in the proposal, if any, contains the entire agreement and understanding between the parties with respect to the transaction contemplated. This document sets forth all of the promises, agreements, conditions, and understandings between the parties respecting the subject matter hereof, and replaces and supersedes all negotiations, conversations, discussions, correspondence, memorandums, and oral agreements between the parties, as well as any prior writings. Except as set forth in this document, including any attached exhibits, if any, there are no other agreements, representations, warranties, or covenants by or among the parties hereto with respect to the subject matter hereof. This document, including any attached exhibits, if any, supersedes all other agreements, written or oral, between the parties with respect to the transaction contemplated.

Modification: No alteration, amendment, modification, or waiver of any provision of this Agreement shall be valid or effective unless it is in writing and signed by all parties. No oral agreement or course of conduct to the contrary, shall be deemed an alteration, amendment, modification, waiver, or cancellation. No evidence of any alteration, amendment, modification, or waiver shall be offered or received in evidence in any proceeding, mediation, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such alteration, amendment, modification, or waiver is in writing, duly executed by both parties. Any waiver or consent shall be effective only in the specific instance and for the purpose for which it was given.

Severability: If any provision of this Agreement is determined to be invalid or not enforceable, or is prohibited by law for any reason, the invalidity shall not affect the validity of the remaining provisions of this Agreement. The rest of the Agreement will be unaffected.

No Waiver of Rights: No waiver by any party of any of its rights or remedies hereunder shall be considered a waiver of any other subsequent right or remedy of that party. The waiver by any party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of the provision itself. Any course of performance shall not be deemed to amend or limit any provision of this Agreement. The failure of any party at any time to require performance by another party of any provision of this Agreement shall not affect in any way the full right to require the performance at any subsequent time. No delay or omission in the exercise of enforcement by either party of any rights or remedies shall ever be construed as a waiver of any right or remedy of that party. No exercise or enforcement of any rights or remedies shall ever be held to exhaust any right or remedy of any party. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein or therein and in any documents delivered in connection herewith or therewith. Forbearance or neglect on the part of either party to insist upon strict compliance with the terms of this Agreement shall not be construed as or constitute a waiver thereof.

Relationship of Parties: Nothing contained in this Agreement shall be deemed or construed by the parties, or by any third party, to create the relationship of employer/employee, partnership, or joint venture between the parties hereto, it being understood and agreed that no provision contained herein shall be deemed to create any relationship between the parties hereto other than as client and independent contractor.

Compliance with Laws: The parties hereto shall each comply with the provisions of all applicable federal, state, county, and local laws, ordinances, regulations, and codes.

Collaborative Dispute Resolution: The parties hereto shall cooperate with each other to affect the purpose and intent of this Agreement. If a dispute arises concerning this Agreement that cannot be resolved collaboratively, either with or without the assistance of collaborative counsel, the parties will try in good faith to settle the dispute through mediation conducted by a mediator to be mutually selected. The parties will share the cost of the mediator equally, but each party shall remain solely responsible for their own attorneys' fees and costs. The parties will cooperate fully with the mediator and will attempt to reach a mutually satisfactory resolution of the dispute. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, the parties agree that the dispute can proceed to the courts of Harris County, Texas, governed by the laws of the State of Texas for Collaborative Law.

Governing Law: This Agreement, and the rights and obligations of the parties hereunder, is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas applicable to contracts made and to be performed wholly within Texas, without regard to any choice or

conflict of laws rules, shall govern the validity, construction, enforcement, and interpretation of this Agreement. Any litigation arising from this Agreement will be brought in the courts of Harris County.

Attorneys' Fees: Excluding mediation, in the event that an action, litigation, or proceeding results from or arises out of this Agreement or the performance thereof, including any appeal or the collection of any judgment, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled, as allowable by law. A prevailing party is defined as a party who secures a judgment in its own favor through a legal process other than mediation.

Successors and Assigns: Except as specifically provided in this Agreement, no party may assign, delegate, or transfer any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other, which consent will not be unreasonably withheld. The terms hereof are contractual in nature and are not mere recitals, and the obligations created by this Agreement shall be binding upon the successors, legal representatives, and permitted assigns of the parties hereto, forever.

Force Majeure: Neither party shall be liable, nor held in breach of contract, for any loss, damage, and/or any delay in performance that may be suffered as a direct or indirect result of either party being prevented, hindered, or delayed in its performance by circumstances beyond that party's reasonable control due to force majeure, including among others, strikes; lock outs, accidents; trade or labor disputes; natural disasters, including explosions, fire, flood, storm, wind, or drought; war, terrorism, riots, civil commotion, government action, embargoes, and/or acts of civil or military authorities; shortages of transportation, facilities, fuel, energy, labor, or materials; acts of God (specifically including hurricanes and inclement weather that shuts down city services); or any delay or failure resulting from a cause or causes outside either party's reasonable control. If timely completion is prevented by any cause of force majeure, then such failure or delay shall not constitute default.

Escalation: During the performance of this agreement, if the price of materials, equipment or energy are significantly increased, through no fault of Lone Star Recreation of Texas, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant increases. As used herein, a significant price increase shall mean any increase exceeding 5% from the date of the contract signing. Such price escalations shall be documented through change order, quotes, invoices, and/or receipts in accordance with the agreed contract procedure. Where the delivery of material, equipment, or energy is delayed, through no fault of the contractor, as a result of the shortage or unavailability, contractor shall not be liable for any additional costs or damages associated with such delay(s).

Gender and Numbers: Unless the context clearly indicates, whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

No Third-Party Rights: This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, if any, and no other person or entity shall have any right, benefit, priority, or interest hereunder, or because of the existence of this Agreement.

Headings: The section headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning, interpretation, or construction of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement, or the intent of any provisions hereof.

Voluntary Agreement & Advice of Counsel: The parties confirm and agree that each (i) has relied on its own judgment and has not been induced to sign or execute this Agreement by promises, agreements, or representations not expressly stated herein, (ii) has freely and willingly executed this Agreement and hereby expressly disclaims reliance on any fact, promise, undertaking or representation made by any other party, save and except for the express agreements and representations contained in this Agreement, (iii) was not in a significantly disparate bargaining position with regard to any other party, and (iv) has been represented by legal counsel in this matter or has voluntarily waived that right.

Multiple parts: This Agreement may be executed by the parties hereto in any number of separate counterparts, each and all of which taken together shall be deemed for all purposes to be one agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart signed by the party to be charged.

Electronic Signatures: This Agreement may be executed by the parties hereto with electronic signatures, each of which shall be deemed for all purposes to be an original signature. It shall not be necessary in making proof of this Agreement to produce or account for an original signature made with a traditional ink writing instrument.

Montgomery City Council
AGENDA REPORT

Meeting Date: April 12, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding an Escrow Agreement by and between the City of Montgomery, Texas and Cheatham Management, LLC for a proposed Town Creek Storage II (Dev. No. 2205).

Recommendation

Approve the Escrow Agreement as presented.

Discussion

The developer is proposing a second phase of the existing Town Creek Storage project which will be adjacent to the existing storage facility. The project will be situated behind future commercial development along Eva Street / SH 105 with frontage on Giesinger Dr. (leading to the MISD football stadium).

Approved By

Asst. City Administrator	Dave McCorquodale	Date: 04/08/2022
City Administrator	Richard Tramm	Date: 04/08/2022

ESCROW AGREEMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

Cheatham Management, LLC

Dev. No. 2205

THE STATE OF TEXAS ⤵

COUNTY OF MONTGOMERY ⤵

This Escrow Agreement, is made and entered into as of the _____ day _____, 2022 by and between the CITY OF MONTGOMERY, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "City"), and Cheatham Management, a Limited Liability Corporation, (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a 2.2841 sometimes *W TOWN CREEK STORAGE II* referred to as the Town Creek Crossing II Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

WHEREAS, the City policy requires the Developer to establish an Escrow Fund with the City to reimburse the City for engineering costs, legal fees, consulting fees and administrative expenses incurred for plan reviews, developer coordination, construction management, inspection services to be provided for during the construction phase, and one-year warranty services.

AGREEMENT

ARTICLE I

SERVICES REQUIRED

W TOWN CREEK STORAGE II

Section 1.01 The development of the Town Creek Crossing II Tract will require the City to utilize its own personnel, its professionals, and consultants; and the Escrow Fund will be used to reimburse the City its costs associated with these services.

Section 1.02 In the event other contract services are required related to the development from third parties, payment for such services will be made by the City and reimbursed by the Developer or paid directly by the Developer as the parties may agree.

ARTICLE II

FINANCING AND SERVICES

Section 2.01 All estimated costs and professional fees needed by City shall be financed by Developer. Developer agrees to advance funds to City for the purpose of funding such costs as herein set out:

Administrative	\$1,000
City Engineer	\$4,000
Legal	\$1,000
<hr/>	
TOTAL	\$6,000

Section 2.02 Developer agrees to submit payment of the Escrow Fund no later than ten (10) days after the execution of this Escrow Agreement. No work will begin by or on behalf of the City until funds have been received.

Section 2.03 The total amount shown above for the Escrow Fund is intended to be a "Not to Exceed" amount unless extenuating, unexpected fees are needed. Examples of extenuating

circumstances created by the developer that may cause additional fees include, but are not limited to, greater than three plan reviews or drainage analysis reviews; revisions to approved plans; extraordinary number of comments on plans; additional meetings at the request of the developer; variance requests; encroachment agreement requests; construction delays and/or issues; failure to coordinate construction with City; failed testing during construction; failing to address punch list items; and/or excessive warranty repair items. If extenuating circumstances arise, the Developer will be informed, in writing by the City, of the additional deposit amount and explanation of extenuating circumstance. The Developer agrees to tender additional sums within 10 days of receipt of request to cover such costs and expenses. If additional funds are not deposited within 10 days all work by or on behalf of the City will stop until funds are deposited. Any funds which may remain after the completion of the development described in this Escrow Agreement will be refunded to Developer.

ARTICLE III,

MISCELLANEOUS

Section 3.01 City reserves the right to enter into additional contracts with other persons, corporations, or political subdivisions of the State of Texas; provided, however, that City covenants and agrees that it will not so contract with others to an extent as to impair City's ability to perform fully and punctually its obligations under this Escrow Agreement.

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of

any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* relied upon to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

Section 3.03 This Escrow Agreement is subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any regulatory agency having jurisdiction.

Section 3.04 No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstance.

Section 3.05 Any notice, communication, request, reply or advice (hereafter referred to as "notice") herein provided or permitted to be given, made, or accepted by either party to the other (except bills) must be in writing and may be given or be served by depositing the same in the

United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective, unless otherwise stated in this Escrow Agreement, from and after the expiration of seven (7) days after it is so deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to City, to:	City Administrator City of Montgomery 101 Old Plantersville Rd. Montgomery, Texas 77356
If to Developer, to:	Chris Cheatham Cheatham Management, LLC PO Box 234 Montgomery, Texas 77356

The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

Section 3.06 This Escrow Agreement shall be subject to change or modification only in writing and with the mutual consent of the governing body of City and the management of Developer.

Section 3.07 This Escrow Agreement shall bind and benefit City and its legal successors and Developer and its legal successors but shall not otherwise be assignable, in whole or in part,

by either party except as specifically provided herein between the parties or by supplemental agreement.

Section 3.08 This Escrow Agreement shall be for the sole and exclusive benefit of City and Developer and is not for the benefit of any third party. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing.

Section 3.09 The provisions of this Escrow Agreement are severable, and if any provision or part of this Escrow Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Escrow Agreement and the application of such provision or part of this Escrow Agreement to other person circumstances shall not be affected thereby.

Section 3.10 This Escrow Agreement and any amendments thereto, constitute all the agreements between the parties relative to the subject matter thereof, and may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original.

Section 3.11 This Agreement shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of Texas without regard to the principles of conflict of laws. This Agreement is performable in Montgomery County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement in three (3) copies, each of which shall be deemed to be an original, as of the date and year first written in this Escrow Agreement.

CITY OF MONTGOMERY, TEXAS

By: _____
Sara Countryman, Mayor

ATTEST:

By: _____
Nici Browe, City Secretary

TOWN CREEK STORAGE LLC
Developer

By: Yvris Chatham
Signature

Title: PRESIDENT

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

BEFORE ME, the undersigned authority, on this day personally appeared Sara Countryman, Mayor of the City of Montgomery, Texas, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2022.

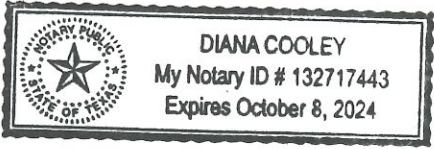
Notary Public, State of Texas

THE STATE OF TEXAS {

COUNTY OF _____ {

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Chris Cheatham, _____ of Cheatham Management, _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated and as the act and deed of said organization.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8th day of April, 2022.



Diana Cooley
Notary Public, State of Texas

Montgomery City Council
AGENDA REPORT

Meeting Date: March 22, 2022	Budgeted Amount: \$112,000.00
Department: Administration	Prepared By: Richard Tramm

Subject

Annual review of contracts with Cody's Lawn Service, LLC for "Grounds Maintenance" and "ROW Mowing and Lift Station Weed Control" regarding the service costs and level of service.

Recommendation

Award yearly renewal of both contracts with a 7% fuel surcharge for each, in accordance with contract for the services provided.

Discussion

The contracts for services were signed on March 13, 2020. between the City and Cody's Lawn Service, LLC. Item number 13 states that City Council shall review and authorize renewal annually regarding costs and level of service. A meeting was held with Mike Muckleroy and Mr. Cody Skyvarna to discuss any additional needs such as new streets or facilities. It was concluded that there was not a need to increase a level of service at this point. Mr. Skyvarna is asking for a basic inflation/fuel increase of 7% to cover the rising cost of fuel. This increase is in place of the 3% granted last year and not in addition to it.

The full price of both contracts combined for the year is \$109,140.00 which would add a maximum increase of \$7,639.80. Cody's services have been exceptional to this point and communication levels have maintained constant.

Approved By

Director of Public Works	Mike Muckleroy	Date: March 14, 2022
City Administrator	Richard Tramm	Date: March 14, 2022

CONTRACTOR AGREEMENT

“Grounds Maintenance”

This agreement entered into this 13th day of March, 2020, by and between the City of Montgomery, Texas hereinafter “Montgomery”, and Cody’s Lawn Service, LLC, hereinafter “Contractor” at Montgomery County, Texas.

WHEREAS, Contractor is self-employed and in the business of providing the following services: Mowing, weed eating, and/or weed control of grass according to work specified and further described in Exhibit “A” of this Agreement; and

WHEREAS, Montgomery does, from time to time, contract with Contractor to perform services.

1. That in performing services in Montgomery, Contractor will act as an independent contractor at all times, and Contractor agrees that no relationship of employer – employee exists, and Contractor shall never represent to any third party that he is an employee of Montgomery.
2. Contractor agrees that he will provide labor and materials for the accomplishments of contracted work in a workmanlike manner in accordance with the specifications for the job. Montgomery will not exercise control or supervision over physical details of work, except such inspection as necessary to ensure compliance with specifications.
3. Contractor represents that he is duly authorized to perform the work contracted for, and that he is liable for any federal or state taxes, social security contributions, unemployment compensation taxes, or other taxes imposed by governmental entities or employers, and that he is exempt as an independent contractor under Texas Workers’ Compensation Act. Contractor agrees to indemnify and hold harmless Montgomery from any injuries to any persons arising under the course of this Agreement. Contractor shall not be obligated to indemnify Montgomery for claims arising solely from allegations of negligence by Contractor. Contractor shall maintain general liability insurance with limits of \$500,000 throughout the term of this Agreement.
4. The method of compensation for the contracted work by Contractor shall be a per-job fee to be negotiated in advance. No part of the agreed compensation is to be considered a salary or commission.
5. The labor and material which Contractor agrees to provide under this Agreement shall be provided by Contractor in accordance with accepted industry standards and in a workmanlike manner, But. Contractor shall apply his own methods and

manner, free from control and direction of Montgomery, except as to inspection and acceptance of the product and service.

- 6. Contractor shall provide services as defined in Exhibit "A" attached.
- 7. Contractor or Montgomery may terminate this Agreement for any reason upon giving written notice, except the indemnity provisions of this Agreement shall survive a termination and continue until the applicable statute of limitations has run on all potential claims.
- 8. This Agreement shall not be assigned by either party, except with express written consent of the non-assigning party.
- 9. Contractor agrees to indemnify and hold harmless Montgomery from any injuries to any persons arising under the course of this Agreement.
- 10. To the extent permitted by Paragraph 9, this Agreement shall be binding on heirs, personal representatives, legatees and devisees of the parties.
- 11. This Agreement shall be construed in accordance with and governed by the ordinances of the City of Montgomery, and the laws of the State of Texas.
- 12. The parties understand and acknowledge that this Agreement contains all the understandings of the parties and constitutes the full agreement of the parties.
- 13. **The three (3) year term of this agreement shall be reviewed and authorized for renewal annually by City Council regarding the service costs and level of services as attached in Exhibit "A".**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This agreement expires March 13, 2023.

City of Montgomery

Cody's Lawn Service, LLC

X Richard Tramm

X Cody Skyvarna

Richard Tramm, City Administrator

Represented by: Cody Skyvarna

ATTEST:

Susan Hensley
Susan Hensley, City Secretary



EXHIBIT "A"

Contractor will be paid upon completion of work performed upon city acceptance. Based on the proposals attached on the next four pages.



City of Montgomery

Request for Proposals

Grounds Maintenance

January 2020

CITY OF MONTGOMERY
REQUEST FOR PROPOSALS
BID – GROUNDS MAINTENANCE

PROJECT DESCRIPTION

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

1.) GROUNDS MAINTENANCE

AREAS TO BE MAINTAINED:

Includes eleven (11) sites detailed in Schedule 1.

DESCRIPTION OF WORK TO BE PERFORMED:

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

FERTILIZER PROGRAM: (Coordinated with mowing schedule)

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

SCHEDULE:

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

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

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

Location	Price per occurrence
1. City Hall	\$75
2. Cedar Brake Park	\$360
3. Homecoming Park	\$100
4. Community Building	\$100
5. Fernland Park	\$125
6. Memory Park (mowing and trimming only)	\$60
7. Jenny Adams Lot/Nat Hart Davis Museum	\$50
Fertilizer application cost for all 7 weekly facilities (Twice per year maximum)	\$765

Attached forms to be submitted with Bid:

- **Form 1295 Instructions**
- **Israel Prohibition on boycotting Israel Verification Form**

Sealed bids are due by 2:00 p.m. on February 28, 2020 to:

By Mail or hand-delivered:
Susan Hensley, City Secretary
City of Montgomery
101 Old Plantersville Road
Montgomery, TX 77316

Bid opening on February 28, 2020 at 2:05 p.m.

Montgomery City Hall
Conference Room
101 Old Plantersville Road
Montgomery, TX 77316

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

Prohibition on Boycotting Israel Verification

This Verification is hereby incorporated into the terms of the contract by and between (Owner) **City of Montgomery** and [Contractor] Coaly Skynore entered into this the 28 day of February, 2020.

1. **Contractor**, in conjunction with the execution of the above referenced contract and in accordance with Chapter 2270 of the Texas Government Code, effective September 1, 2017, does hereby agree, confirm, and verify that it:
 - A. Does not Boycott Israel; and
 - B. Will not Boycott Israel during the term of the contract.

"Boycott Israel" has the meaning given to it in Chapter 808 of Subtitle A, Title 8 of the Texas Government Code. As of the effective date of the statute, the term means "refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action make for ordinary business purposes."

2. Contractor hereby acknowledges and agrees that this verification is a material term of the contract and Owner is expressly relying on this verification in agreeing to enter into the contract with Contractor.
3. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ALL CLAIMS, CAUSES OF ACTION, LEGAL PROCEEDINGS, DAMAGES, COSTS, FEES AND EXPENSES ARISING OUT OF OR RELATED TO AN ACTUAL OR ALLEGED MISREPRESENTATION BY CONTRACTOR PROVIDED HEREUNDER.**

[Signatures on Following Page]

Prohibition on Boycotting Israel Verification [Continued]

Cody Skypers

Name: Cody Skypers

State of Texas
County of Montgomery

Before me, a notary public, on this day personally appeared Cody Skypers, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained in Paragraph 1A and B are true and correct.

(Personalized Seal)

[Signature]
Notary Public's Signature





Receipt and incorporation into the above referenced contract hereby agreed to and acknowledged by:

[Signature]
Richard Tramm, City Administrator
City of Montgomery, Texas

From: citycopier@ci.montgomery.tx.us

Date: Feb 5, 2020 at 3:41:59 PM

To: cskyvara@icloud.com

CERTIFICATE OF INTERESTED PARTIES		FORM 1295				
		1 of 1				
Complete Nos. 1-4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY				
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Cody's Lawn Service Montgomery, TX United States		CERTIFICATION OF FILING Certificate Number: 2020-684606 Date Filed: 02/06/2020 Date Acknowledged: 03/13/2020				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Montgomery						
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 2020-gm Grounds Maintenance						
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)				
Cody, Skyvara	Montgomery, TX United States	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Controlling</th> <th style="width: 50%;">Intermediary</th> </tr> <tr> <td style="text-align: center;">X</td> <td></td> </tr> </table>	Controlling	Intermediary	X	
Controlling	Intermediary					
X						
RECEIVED BY: FEB 05 2020 2:20 pm HAILEY CIULLA City of Montgomery						
5 Check only if there is NO interested Party. <input type="checkbox"/>						
6 UNSWORN DECLARATION My name is <u>Cody Skyvara</u> and my date of birth is <u>12/16/1990</u> My address is <u>13728 Austin Mikomb rd</u> <u>Montgomery</u> <u>TX</u> <u>77316</u> <u>U.S.</u> <small>(street) (city) (state) (zip code) (country)</small> I declare under penalty of perjury that the foregoing is true and correct. Executed in <u>Montgomery</u> County, State of <u>Texas</u> , on the <u>5</u> day of <u>February</u> , 20 <u>20</u> <small>(county) (year)</small>  <div style="text-align: right; margin-top: 10px;">  Signature of authorized agent of contracting business entity <small>(EXECUTE)</small> </div>						



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Insurance Services - Jasper & Montgomery 300 S Wheeler St Jasper TX 75951 INSURED CODY'S LAWN SERVICE, LLC 13728 AUSTIN MCCOMB RD MONTGOMERY TX 77316-2479	CONTACT NAME: Rachel Habert PHONE (A/O, No. Ext): (409) 384-5761 FAX (A/O, No): (409) 384-3341 E-MAIL ADDRESS: rhabert@1stinsurance.net <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">(INSURER(S) AFFORDING COVERAGE)</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Market Insurance Company</td> <td style="text-align: center;">38970</td> </tr> <tr> <td>INSURER B: Service Lloyds Insurance Company</td> <td style="text-align: center;">43389</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	(INSURER(S) AFFORDING COVERAGE)	NAIC #	INSURER A: Market Insurance Company	38970	INSURER B: Service Lloyds Insurance Company	43389	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
(INSURER(S) AFFORDING COVERAGE)	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: CL2031108866** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	BUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1000 Ded-Bi, PD Combined -- Per Occurrence GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PCG221402	12/6/2019	12/6/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SLXCWC0062100	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER mmuckleroy@ci.montgomery.tx.v CITY OF MONTGOMERY 101 OLD PLANTERSVILLE RD MONTGOMERY, TX 77316	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kyle Yeary/CKREN
--	--

CONTRACTOR AGREEMENT

“ROW Mowing and Lift Station Weed Control”

This agreement entered into this 13th day of March, 2020, by and between the City of Montgomery, Texas hereinafter “Montgomery”, and Cody’s Lawn Service, LLC, hereinafter “Contractor” at Montgomery County, Texas.

WHEREAS, Contractor is self-employed and in the business of providing the following services: Mowing, weed eating, and/or weed control of grass according to work specified and further described in Exhibit “A” of this Agreement; and

WHEREAS, Montgomery does, from time to time, contract with Contractor to perform services.

1. That in performing services in Montgomery, Contractor will act as an independent contractor at all times, and Contractor agrees that no relationship of employer – employee exists, and Contractor shall never represent to any third party that he is an employee of Montgomery.
2. Contractor agrees that he will provide labor and materials for the accomplishments of contracted work in a workmanlike manner in accordance with the specifications for the job. Montgomery will not exercise control or supervision over physical details of work, except such inspection as necessary to ensure compliance with specifications.
3. Contractor represents that he is duly authorized to perform the work contracted for, and that he is liable for any federal or state taxes, social security contributions, unemployment compensation taxes, or other taxes imposed by governmental entities or employers, and that he is exempt as an independent contractor under Texas Workers’ Compensation Act. Contractor agrees to indemnify and hold harmless Montgomery from any injuries to any persons arising under the course of this Agreement. Contractor shall not be obligated to indemnify Montgomery for claims arising solely from allegations of negligence by Contractor. Contractor shall maintain general liability insurance with limits of \$500,000 throughout the term of this Agreement.
4. The method of compensation for the contracted work by Contractor shall be a per-job fee to be negotiated in advance. No part of the agreed compensation is to be considered a salary or commission.
5. The labor and material which Contractor agrees to provide under this Agreement shall be provided by Contractor in accordance with accepted industry standards and in a workmanlike manner, But. Contractor shall apply his own methods and

- manner, free from control and direction of Montgomery, except as to inspection and acceptance of the product and service.
6. Contractor shall provide services as defined in Exhibit "A" attached.
 7. Contractor or Montgomery may terminate this Agreement for any reason upon giving written notice, except the indemnity provisions of this Agreement shall survive a termination and continue until the applicable statute of limitations has run on all potential claims.
 8. This Agreement shall not be assigned by either party, except with express written consent of the non-assigning party.
 9. Contractor agrees to indemnify and hold harmless Montgomery from any injuries to any persons arising under the course of this Agreement.
 10. To the extent permitted by Paragraph 9, this Agreement shall be binding on heirs, personal representatives, legatees and devisees of the parties.
 11. This Agreement shall be construed in accordance with and governed by the ordinances of the City of Montgomery, and the laws of the State of Texas.
 12. The parties understand and acknowledge that this Agreement contains all the understandings of the parties and constitutes the full agreement of the parties.
 13. **The three (3) year term of this agreement shall be reviewed and authorized for renewal annually by City Council regarding the service costs and level of services as attached in Exhibit "A".**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This agreement expires March 13, 2023.

City of Montgomery
 X Richard Tramm
 Richard Tramm, City Administrator

Cody's Lawn Service, LLC
 X Cody Skyvarna
 Represented by: Cody Skyvarna

ATTEST:
Susan Hensley
 Susan Hensley, City Secretary

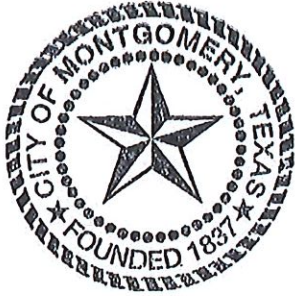


EXHIBIT "A"

Contractor will be paid upon completion of work performed upon city acceptance. Based on the proposals attached on the next seven pages.



City of Montgomery

Request for Proposals

Right of Way Mowing

&

Lift Station Weed Control

January 2020

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

PROJECT DESCRIPTION

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

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

AREAS TO BE MAINTAINED:

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

DESCRIPTION OF WORK TO BE PERFORMED:

- Mowing of approximately 17.39 miles of ROW (includes Hwy 105, FM 1097, and FM 149 inside the City Limits) and ROW Facilities owned by the City.
- Monofilament trimming of all borders – concrete, along fence lines, around trees in ditches, and any other obstacles.
- Sweep/power blow to clean up landscaped grass. Clippings shall not be blown into any street or roadway as this can cause a hazard to bicycles and motorcycles.
- Remove all trash from ROW areas.

SCHEDULE:

- Monthly from October to March and bi-weekly from April to September, as proposed by contractor (not to exceed 18 times per year).

2.) LIFT STATION WEED CONTROL**AREAS TO BE MAINTAINED:**

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

DESCRIPTION OF WORK TO BE PERFORMED:

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

SCHEDULE:

- Monthly as needed.

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

PRICE SCHEDULE**1.) ROW FACILITIES:**

Location	Price per occurrence
1. Water Plant No. 2 – Stewart St.	\$60
2. Water Plant No. 3 – FM 1097	\$75
3. Town Creek WWTP – Liberty St.	\$100
4. Stewart Creek WWTP – South Buffalo Springs Drive	\$60

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

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

2.) STREET NAMES:

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

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

Total Feet	91,845
Total Miles	17.39
Price for ROW mowing per occurrence	\$3,800

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

3.) LIFT STATION WEED CONTROL:

Lift Station	Address
#3	13790 Liberty St.
#4	651 Old Plantersville Rd.
#5	2150 Eva St.
#6	22678 Eva St.
#7	2510 Lone Star Pkwy.
#8	1600 Lone Star Pkwy.
#9	1355 Buffalo Springs Dr.
#10	1191 Buffalo Springs Dr.
#12	300 CB Stewart Dr.
#13	22400 FM 1097
#14	115 Peninsula Pt.

Total price per occurrence as needed	\$215
---	--------------

Attached forms to be submitted with Bid:

- **Form 1295 Instructions**
- **Israel Prohibition on boycotting Israel Verification Form**

Sealed bids are due by 2:00 p.m. on February 28, 2020 to:

By Mail or hand-delivered:

Susan Hensley, City Secretary
City of Montgomery
101 Old Plantersville Road
Montgomery, TX 77316

Bid opening on February 28, 2020 at 2:05 p.m.

Montgomery City Hall
Conference Room
101 Old Plantersville Road
Montgomery, TX 77316

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

Prohibition on Boycotting Israel Verification

This Verification is hereby incorporated into the terms of the contract by and between (Owner) **City of Montgomery** and [Contractor] Colby Skye entered into this the 27 day of February, 2020.

1. **Contractor**, in conjunction with the execution of the above referenced contract and in accordance with Chapter 2270 of the Texas Government Code, effective September 1, 2017, does hereby agree, confirm, and verify that it:
 - A. Does not Boycott Israel; and
 - B. Will not Boycott Israel during the term of the contract.

"Boycott Israel" has the meaning given to it in Chapter 808 of Subtitle A, Title 8 of the Texas Government Code. As of the effective date of the statute, the term means "refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action make for ordinary business purposes."

2. Contractor hereby acknowledges and agrees that this verification is a material term of the contract and Owner is expressly relying on this verification in agreeing to enter into the contract with Contractor.
3. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ALL CLAIMS, CAUSES OF ACTION, LEGAL PROCEEDINGS, DAMAGES, COSTS, FEES AND EXPENSES ARISING OUT OF OR RELATED TO AN ACTUAL OR ALLEGED MISREPRESENTATION BY CONTRACTOR PROVIDED HEREUNDER.**

[Signatures on Following Page]

Prohibition on Boycotting Israel Verification [Continued]

Cody Stevens

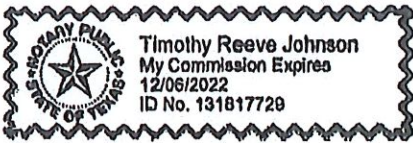
Name: *Cody Stevens*

State of Texas
County of Montgomery

Before me, a notary public, on this day personally appeared *Cody Stevens*, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained in Paragraph 1A and B are true and correct.

(Personalized Seal)

[Signature]
Notary Public's Signature



Receipt and incorporation into the above referenced contract hereby agreed to and acknowledged by:

[Signature]
Richard Tramm, City Administrator
City of Montgomery, Texas

From: citycopier@ci.montgomery.tx.us

Date: Feb 5, 2020 at 3:41:59 PM

To: cskyvara@icloud.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1-4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-584606

Date Filed:
02/05/2020

Date Acknowledged:
03/13/2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

City's Lawn Service
Montgomery, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Montgomery

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract and provide a description of the services, goods, or other property to be provided under the contract.

2020-ym
Grounds Maintenance

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
City, Skyvara	Montgomery, TX United States	X	

RECEIVED BY:

FEB 05 2020 2:29 pm

HAILEY CHILLA
City of Montgomery

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Lady Skyvara and my date of birth is 10/16/1999

My address is 13728 Austin Michael Rd Montgomery TX 77116 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Montgomery County, State of Texas, on the 5 day of February, 2020



[Signature]
Signature of authorized agent of contracting business entity (Required)

Montgomery City Council
AGENDA REPORT

Meeting Date: April 12, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding the following:

- a. Receive the Planning & Zoning Commission Recommendation and Report concerning a Special Use Permit application by Tony Jackson for firewood sales.
- b. Convene into a Public Hearing on the Special Use Permit application.
- c. AN ORDINANCE OF THE CITY OF MONTGOMERY, TEXAS, GRANTING A SPECIAL USE PERMIT TO TONY JACKSON FOR USE OF THE PROPERTY LOCATED ADJACENT TO 22868 FM 1097 EAST, MONTGOMERY, TEXAS 77356 FOR A FIREWOOD BUSINESS; ESTABLISHING CERTAIN TERMS, CONDITIONS AND LIMITATIONS; PROVIDING FOR PENALTY, SEVERABILITY, AND EFFECTIVE DATE.

Recommendation

Accept the P&Z Recommendation and Report, conduct the Public Hearing, and discuss and take action as appropriate on the Ordinance.

Discussion

Mr. Tony Jackson has sold firewood next to his family home on FM 1097 East for a number of years (on vacant land zoned as residential). R1-Single Family Residential does not allow for commercial activity except for limited indoor uses. In order to continue to operate the business, Mr. Jackson needs to obtain a Special Use Permit to allow firewood sales on the property.

The Special Use Permit application has been received by the applicant and signed by the property owner. P&Z's Recommendation and Report is attached, along with a location map, a Code Review by the City Code Enforcement Officer, and a draft SUP Ordinance.

Approved By

Asst. City Administrator	Dave McCorquodale	Date: 04/08/2022
City Administrator	Richard Tramm	Date: 04/08/2022

PLANNING & ZONING COMMISSION RECOMMENDATION AND REPORT

TO: MONTGOMERY MAYOR AND CITY COUNCIL

FROM: MONTGOMERY PLANNING & ZONING COMMISSION

CC: RICHARD TRAMM, CITY ADMINISTRATOR
DAVE MCCORQUODALE, ASSISTANT CITY ADMINISTRATOR

SUBJECT: REPORT CONCERNING A SPECIAL USE PERMIT APPLICATION FOR
FIREWOOD SALES ON PROPERTY ADJACENT TO 22868 FM 1097 EAST,
MONTGOMERY, TEXAS 77356

Mayor and Members of City Council,

Pursuant to Sections 98-27 and 98-88 of the City of Montgomery Code of Ordinances (“the Code”), the Montgomery Planning and Zoning Commission met on March 1, 2022 to consider an application from Tony Jackson for a Special Use Permit for a firewood sales business located on vacant property adjacent to at 22868 FM 1097 East, Montgomery, Texas 77356.

After reviewing the request and studying the matter, the Commission thereby found:

- The business has been in operation for a number of years with no perceived negative effects on the surrounding properties.
- Commercial use of the property is consistent with nearby properties and with the City’s Future Land Use Plan along FM 1097.
- By a unanimous vote of the members present (4-0) and pursuant to Section 98-27 of the Code, the Planning and Zoning Commission hereby presents this Report recommending approval of the Special Use Permit subject to all the terms, provisions, and limitations of the Ordinance granting the Special Use Permit with the following conditions:
 - Ensure an all-weather surface for vehicles entering and exiting the property.
 - All activity must be located outside of the road right-of-way
 - All equipment used must be behind the 35-foot Building Line applicable to commercial properties along a major street in the City
 - Annual review by the City to ensure compliance

I, Jeffrey Waddell, Chairman of the Montgomery Planning and Zoning Commission, on this 7th day of April 2022, certify the above Report to be true and correct to the best of my knowledge.

Signed: 
Jeffrey Waddell, Chairman

Attest: 
Nici Browe, City Secretary

Jackson Firewood Sales SUP Location Map

Item 9.

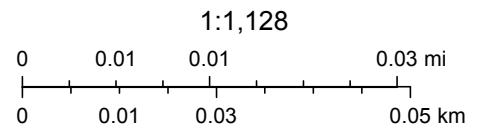


2/7/2022, 4:40:38 PM

- Abstracts
- Parcels
- Lot Lines

Location of
Firewood sales

Jackson Family
Residence



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

Code Review

Project address: 22868 FM 1097 East
A0036 SHANNON OWEN, TRACT 7, MH SERIAL # N223036A, LABEL # TEX0499062, ACRES 0.250

Project contact: Tony Jackson

Project description:

Firewood sales

Seasonal? Days and Hours of operation?

Zoning: Residential / Corridor Enhancement

Surrounded by Residential zoning

Except for the Historic, Institutional and PD district to the south across W FM 1097

Is the proposed use permitted? permitted with conditions? nonconforming? not permitted?

Sec. 98-88. – Table of permitted uses and special uses.

(b)Any use not specifically permitted in this table or in the use regulations of each district, shall require a special use permit, after approval by city council.

- The proposed use is not specifically permitted in the use table under the residential zoning district.
- The uses found to be close to similar in use regulations in a district are listed as follows:
 - Fruit and vegetable stand or store - first permitted in B
 - Garden specialty store - first permitted in B
 - Greenhouse/nursery - first permitted in B

Sec. 98-27. - Special use permits.

(a)The city council, by an affirmative four-fifths vote, may by ordinance grant a special permit for special uses in any district, for those uses listed under "CC" in the table of permitted uses in section 98-88, or which are otherwise not expressly permitted by this chapter, and may impose appropriate conditions and safeguards, including a specified period of time for the permit, to protect property and property values in the neighborhood. A special use permit may be revoked or canceled by the city council upon violation of any permit granted. Before authorization of any of such special uses, the request therefor shall be referred to the planning and zoning commission for study and report concerning the effect of the proposed use on the comprehensive plan and on the character and development of the neighborhood. A public hearing shall be held in relation thereto before the city council, and notice and publication of the time and place for which shall conform to the procedure prescribed in subsection (b) of this section.

- To be addressed by the Planning and Zoning Commission:
 - Effect of the proposed use(s) on the comprehensive plan
According to the Comprehensive Plan guiding principles, the plan is to ensure quality new development that’s balanced to provide a healthy community, protect and enhance existing neighborhoods, and provide clear direction on land use decisions.
By allowing the continued commercial use of firewood sales on a residentially zoned property, we are creating a perception that a commercial use is allowed in a residential zone. The commercial use is conducted outdoors. There is no visual screening/landscaping to buffer the outdoor storage of wood piles.
This finding is not met.
 - Effect of the proposed use on the character and development of the neighborhood
Applying home occupation standards:

The use is not conducted within the principal dwelling;
The operator of the business is not a resident residing on the premises;
The outside appearance is altered;
The use possibly occupies more than 600 sq. ft;
The use occurs outside.
This finding is not met.

(b) A public hearing shall be held by the city council before adopting any proposed special use permit. Notice of such hearing shall be given by publication one time in a newspaper of general circulation in the city stating the time and place of hearing, which time shall not be earlier than 15 days from the date of publication.

Conclusion:

At this time, code enforcement staff does not recommend approval of the request for special use permit.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MONTGOMERY, TEXAS, GRANTING A SPECIAL USE PERMIT TO TONY JACKSON FOR USE OF THE PROPERTY LOCATED ADJACENT TO 22868 FM 1097 EAST, MONTGOMERY, TEXAS 77356 FOR A FIREWOOD BUSINESS; ESTABLISHING CERTAIN TERMS, CONDITIONS AND LIMITATIONS; PROVIDING FOR PENALTY, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City of Montgomery has received a request from Tony Jackson for a special use permit pursuant to Section 98-27 of the Code of Ordinances of the City of Montgomery, Texas, authorizing the use of the herein below referenced real property as a firewood business; and

WHEREAS, the matter was referred to the City of Montgomery Planning and Zoning Commission for consideration and recommendation, and the Planning and Zoning Commission, after due notice, did consider and make a report on the request for the special use permit, as provided by Section 98-27(a) of the Code of Ordinances; and

WHEREAS, the City Secretary caused to be issued and published the notice of public hearing required by the City of Montgomery Zoning Ordinance and laws of the State of Texas applicable thereto; and

WHEREAS, the City Council, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the proposed special use permit, on the 12th day of April, 2022; and

WHEREAS, the City Council, after determining that all legal requirements of notice and hearing have been met, is of the opinion and finds that the requested special use of the property described herein is authorized by Section 98-27 of the Code of Ordinances; and

WHEREAS, the City Council further finds that the granting of a special use permit to Tony Jackson will not have an adverse effect on the City’s comprehensive zoning plan or on the character and development of the neighborhood in which the property is situated, so long as the City imposes appropriate conditions and safeguards;

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

SECTION 1. Grant of Permit. A special use permit is hereby granted to Tony Jackson to use the property located adjacent to at 22868 FM 1097 East, Montgomery, Texas 77356 (the “Premises”), for a firewood business. The special use permit is granted upon and subject to the terms, provisions and limitations specified in Section 2.

SECTION 2. Terms, Provisions and Limitations. The special use permit herein granted is expressly subject to the following terms, provisions, and limitations, each of which is hereby deemed to be a condition precedent to the grant and continued effectiveness of the permit:

- (a) All firewood sales shall be conducted on the Premises.
- (b) The firewood being sold shall be located completely off the right-of-way for FM 1097, and shall be stored and sold at a safe distance from the FM 1097 pavement.
- (c) The entryway to the Premises and the firewood sales area should be an all-weather surface sufficient to allow for vehicles to remain completely clear of the right-of-way and all parking relative to the firewood sales should occur on the Premises, and completely removed from the FM 1097 right-of-way.
- (d) The Premises shall be kept clean and attractive and shall not create a nuisance in any regard.
- (e) All equipment used must be located behind the 35-foot front Building Line applicable to commercial properties along a major street in the City.
- (f) The Premises should have adequate lighting during nightly business hours to clearly illuminate the sales area, but said lighting shall not be intrusive, offensive or annoying to neighboring property owners.
- (g) No more than one additional person, other than residents residing on the Premises, shall be employed, or engaged in the sale of firewood on the Premises.
- (I) There shall be no alteration or change to the outside appearance, character, or use of the Premises.
- (j) No articles or materials used in connection with the firewood sales, other than the stacked firewood, shall be stored outside on the Premises.
- (k) Tony Jackson shall be bonded and shall maintain general liability insurance in an amount required by City during the entire term of the permit.
- (l) The City shall have the authority to inspect the Property from time to time to confirm Tony Jackson's compliance with the terms and conditions of this special use permit.
- (m) This permit shall expire three years from the date of its issuance, subject to City's right to renew the permit upon request by Tony Jackson. In the event of a violation by Tony Jackson of the terms and provisions of this special use permit, and the continuation of such violation after ten (10) days written notice from the City to Tony Jackson, at the option of City Council, this permit shall be revoked and shall be of no further force or effect. Such revocation will be

effective immediately upon action by City Council.

SECTION 3. Any person, firm, or corporation violating a provision of this Ordinance, upon conviction, is guilty of an offense punishable as provided in the Montgomery Code of Ordinances, as amended, by a fine not to exceed two thousand dollars (\$2,000.00); and each day or portion thereof during which the violation is committed, continued or permitted shall be a separate offense.

SECTION 4. It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable and the invalidity of any section, clause or provision or part or portion of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 5. This Ordinance shall become effective immediately upon its passage.

PASSED AND APPROVED this ____ day of April, 2022.

CITY OF MONTGOMERY, TEXAS

By: _____
Sara Countryman, Mayor

ATTEST:

By: _____
Nici Browe, City Secretary

APPROVED AS TO FORM:

By: _____
Alan P. Petrov, City Attorney

Montgomery City Council
AGENDA REPORT

Meeting Date: April 12, 2022	Budgeted Amount: N/A
Department: Administration	Prepared By: Richard Tramm

Subject

An Ordinance of the City Council of the City of Montgomery, Texas, Authorizing the issuance of the City of Montgomery, Texas, Tax Notes, Series 2022.

Recommendation

Consider approval of the ordinance to issue the Tax Notes.

Discussion

James Gilley of U.S. Capital Advisors LLC, the City’s Financial Advisor, will present the results of the bids for Series 2022 Tax Notes that were received by his office earlier on this day. The Ordinance will be prepared the day of the City Council Meeting as it will contain the sale information that is available on that date.

Approved By

City Administrator	Richard Tramm	Date: April 8, 2022

Montgomery City Council
AGENDA REPORT

Meeting Date: April 12, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on the acceptance of public infrastructure and commencement of the one-year warranty period for Town Creek Crossing Section One.

Recommendation

Accept the public infrastructure and commence the one-year warranty period.

Discussion

The engineer’s memo is attached for review and the engineer will be at the meeting to answer any questions or discuss specific items.

Approved By

Asst. City Administrator	Dave McCorquodale	Date: 04/08/2022
City Administrator	Richard Tramm	Date: 04/08/2022



April 8, 2022

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

Re: Acceptance of Public Infrastructure
Town Creek Crossing Section 1 (Dev. No. 2008)
City of Montgomery

Dear Mayor and City Council:

We have conducted a final inspection of the referenced development and find it to be substantially complete in accordance with the approved plans and specifications. The developer has provided the required maintenance bond for the infrastructure. We recommend the City accept the public water, sanitary, sewer and paving infrastructure and begin the one-year warranty period, which will end on March 31, 2023.

Sincerely,

A handwritten signature in blue ink that reads "Chris Roznovsky". The signature is written in a cursive, flowing style.

Chris Roznovsky, PE
Engineer for the City

CVR/zlgt

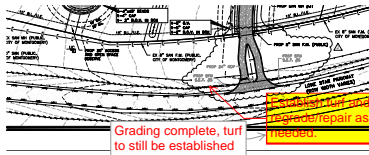
Z:\00574 (City of Montgomery)_900 General Consultation\Correspondence\Letters\2022.04.07 MEMO to Council RE Town Creek Crossing Section 1 Acceptance.docx

Enclosures: Final Punchlist Summary
Certificate of Acceptance

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

021722 Follow-up Inspection R1.pdf Markup Summary

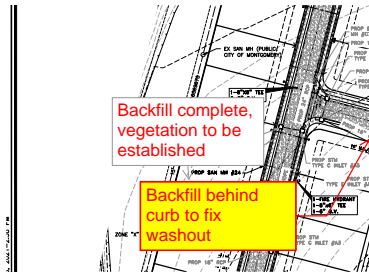
Dirtwork (2)



Subject: Dirtwork
Page Label: [9] 09 WATER AND SANITARY SEWER PLAN 1 OF 2
Date: 2/21/2022 4:48:57 PM
Color: ■ Grading complete, turf to still be established

COMPLETE

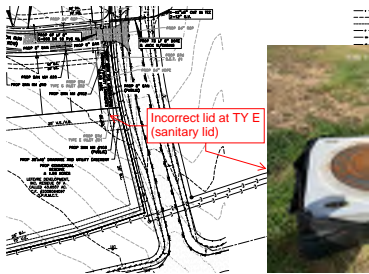
*Water sod as needed



Subject: Dirtwork
Page Label: [9] 09 WATER AND SANITARY SEWER PLAN 1 OF 2
Date: 2/21/2022 4:50:17 PM
Color: ■ Backfill complete, vegetation to be established

COMPLETE

Drainage (1)



Subject: Drainage
Page Label: [9] 09 WATER AND SANITARY SEWER PLAN 1 OF 2
Date: 3/7/2022 5:03:57 PM
Color: ■ Incorrect lid at TY E (sanitary lid)

COMPLETE

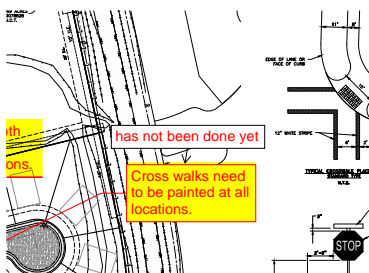
Paving (6)



Subject: Paving
Page Label: [8] 08 TRAFFIC CONTROL PLAN 2 OF 2
Date: 3/7/2022 5:07:08 PM
Color: ■ exposed rebar & ponding @ curb/ramp transition

COMPLETE

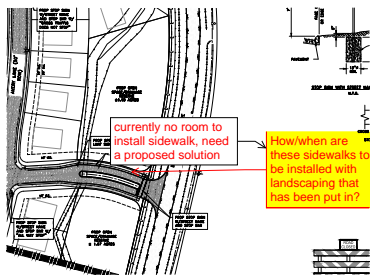
*Review ponding at 1 yr



Subject: Paving
Page Label: [8] 08 TRAFFIC CONTROL PLAN 2 OF 2
Date: 2/21/2022 4:42:00 PM
Color: ■ has not been done yet

COMPLETE

*Will be inspected at 1 yr

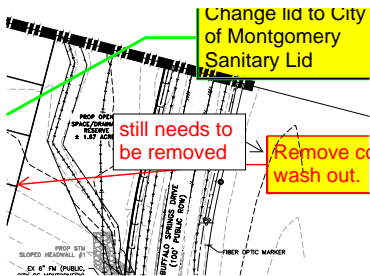


Subject: Paving
Page Label: [8] 08 TRAFFIC CONTROL PLAN 2 OF 2
Date: 2/21/2022 4:43:22 PM
Color: ■

currently no room to install sidewalk, need a proposed solution

INCOMPLETE

*Not to be installed. No sidewalks on Buffalo Springs.

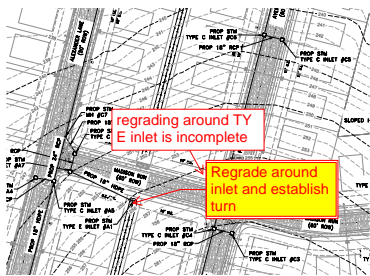


Subject: Paving
Page Label: [9] 09 WATER AND SANITARY SEWER PLAN 1 OF 2
Date: 3/7/2022 5:14:54 PM
Color: ■

still needs to be removed

INCOMPLETE

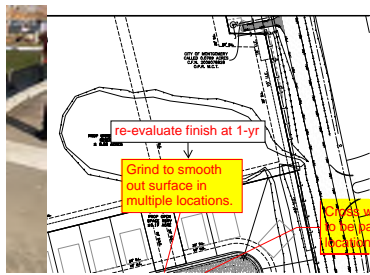
*to be completed by homebuilder



Subject: Paving
Page Label: [13] 13 STORM SEWER PLAN 1 OF 3
Date: 3/7/2022 5:14:21 PM
Color: ■

regrading around TY E inlet is incomplete

COMPLETE



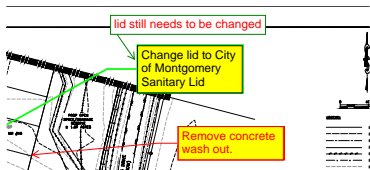
Subject: Paving
Page Label: [8] 08 TRAFFIC CONTROL PLAN 2 OF 2
Date: 3/7/2022 5:16:03 PM
Color: ■

re-evaluate finish at 1-yr

COMPLETE

*Will be inspected at 1 yr

Sanitary (1)



Subject: Sanitary
Page Label: [9] 09 WATER AND SANITARY SEWER PLAN 1 OF 2
Date: 3/7/2022 5:13:00 PM
Color: ■

lid still needs to be changed

COMPLETE



CERTIFICATE OF ACCEPTANCE

April 7, 2022

Jerrico Contractors Inc.
25520 Candy Ln,
Magnolia, TX 77355

Re: Final Inspection
Construction of Town Creek Crossing Section 1
The City of Montgomery

Dear Mayor and Council:

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, PLLC, and understands that a guarantee shall cover a period of one-year beginning, March 31, 2023.

Signature: _____
Mr. Richard Tramm
City of Administrator, City of Montgomery

Date Approved: _____

cc (via email):

- Mr. Richard Tramm – City of Montgomery, City Administrator
- Ms. Nici Browe – City of Montgomery, City Secretary
- Mr. Dave McCorquodale – City of Montgomery, Director of Planning & Development
- Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
- Mr. Chris Roznovsky, PE – Ward, Getz, and Associates PLCC, City Engineer
- Mr. Jonathan White, PE – L Squared Engineering

Montgomery City Council
AGENDA REPORT

Meeting Date: April 12, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on applicants for Place 3 on the Planning & Zoning Commission.

Recommendation

Review the applications and discuss the appointment of one of them to Place 3 on the Planning & Zoning Commission to fill the unexpired term.

Discussion

As you are aware, Allyson Clark resigned her position on the Commission in early March (which expires on September 30, 2023). City staff advertised the open position in the City utility bill, on the City website and the City LED message sign. Three applications have been received and are included for review. It is worth noting that one of the applicants has a degree in urban planning and has previously applied for appointment to P&Z (in June 2021).

If City Council does not select one of the applicants, staff can continue to advertise the open position at the direction of City Council.

Approved By

Asst. City Administrator	Dave McCorquodale	Date: 04/05/2022
City Administrator	Richard Tramm	Date: 04/05/2022

City of Montgomery Application for Consideration of Appointment

Name of Board/Commission/Committee: Planning and Zoning Place 3

Name: Davis Timothy John
(Last) (First) (Middle)

Home Address: 201 Womack Cemetery Rd. 281-660-4677
(Street) (Home Phone No.)

Email Address: tdavis@cymetrix-tech.com

Mailing Address: same as home 936-441-7833

Employer: Bleyl Engineering 100 Nugent St., Conroe, TX 77301
(Name/Address) (Business Phone /Fax)

Occupation: IT Manager

Do you live inside the city limits of Montgomery?* Yes No If So, How Long? 7 years

Are you a business owner/operator/employee in the City of Montgomery?* Yes No

If So, How Long? 7 years Name of Business Tim Davis IT Consulting

So the council may know more about you, please complete the following:

Education: Associates of Applied Science - LoneStar College

Related Experience/Community Service: I work for a civil engineering firm and have access to several engineers who can provide info in assisting Planning and Zoning make informed and wise decisions. Of course the city engineer does that as well. Community service:

Volunteer at Hope's Bridge Resource Center, former BSA Cubmaster, former deacon at a local church


Areas of Interests Related to this Committee: Redbird Meadows is across the street from my house and will have a significant impact on my family and neighbors. I believe my input could be valuable in addressing the needs of the city.

Please specify membership on any other governmental board/commission/committee:

Former vice chairman of Montgomery County MUD 142

Please provide a brief narrative outlining your reasons for seeking appointment to this board/commission.

As a resident of the City, I'd like to serve the community by being part of the committee that helps to shape the City. I'm excited about the City's growth and future and would love to be a part of that.


Signature

3-23-2022
Date

*Some (not all) boards/commissions/committees require members to reside within the city limits. Please return completed form to the City Secretary's office for processing, P.O. Box 708 (mailing); 101 Old Plantersville Rd. (physical), Montgomery, TX 77356. Your application will be kept on file for 12 months. NOTE: When filed at city hall, this will become a public document that may be disclosed per the Texas Public Information Act. NOTE: The city council will receive only this page of information; no attachments will be retained or forwarded.

City of Montgomery Application for Consideration of Appointment

Name of Board/Commission/Committee: Planning and Zoning Commission

Name: Gazda Daniel John Goodrich
(Last) (First) (Middle)

Home Address: 167 Harley Drive, Montgomery, Texas 77356 210-414-7147
(Street) (Home Phone No.)

Email Address: daniel.jg.gazda@gmail.com

Mailing Address: 167 Harley Drive, Montgomery, Texas 77356
(Business Phone /Fax)

Employer: Vaughn Construction Company
(Name/Address)

Occupation: Commercial Construction Project Manager

Do you live inside the city limits of Montgomery?* Yes No If So, How Long? 1.5 Years

Are you a business owner/operator/employee in the City of Montgomery?* Yes No

If So, How Long? N/A Name of Business N/A

So the council may know more about you, please complete the following:

Education: Texas A&M Bachelors Degree in Construction Science & Minor in Urban Planning

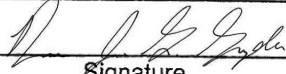
Related Experience/Community Service: I have worked in construction for nearly 6 years while attending many Planning and Zone Committees' meetings in the cities that I have worked. While at A&M I also volunteered for College Station's Historical Marker Program and Project HOLD.

Areas of Interests Related to this Committee: I would like to see downtown improvements, increased outdoor recreation, and universal code enforcement.

Please specify membership on any other governmental board/commission/committee:
N/A

Please provide a brief narrative outlining your reasons for seeking appointment to this board/ commission.

I am not originally from Montgomery, but have fallen in love with the town since I moved my family here. I would like to be active in shaping the future of our city that my children will grow up in.


Signature

04/04/2022
Date

*Some (not all) boards/commissions/committees require members to reside within the city limits. Please return completed form to the City Secretary's office for processing, P.O. Box 708 (mailing); 101 Old Plantersville Rd. (physical), Montgomery, TX 77356. Your application will be kept on file for 12 months. NOTE: When filed at city hall, this will become a public document that may be disclosed per the Texas Public Information Act. NOTE: The city council will receive only this page of information; no attachments will be retained or forwarded.



City of Montgomery Application for Consideration of Appointment

Date of Application: 3/31/22

Name of Board/Commission/Committee: Planning & Zoning Commission

Name: Nicholas Haddad Voter Registration No. _____

Home Address: 102 Anna Springs Ln., Montgomery, TX 77356

Mailing Address: "

Phone Number: 713-534-3748 Email: Nick.haddad@outlook.com

Occupation: Director of QA

Education: Some College

Related Experience/Community Service: Previously on neighborhood ACC (Architectural Control Committee) for several years.

Areas of Interests Related to this Committee: Reviewing of plans for upcoming businesses, neighborhoods etc. and ensure they meet city ordinances & regulations.

List Membership on any other Governmental Board/Commission/Committee: N/A

Please provide a brief narrative outlining your reasons for seeking appointment to this Board/Commission.

I have lived in the city of Montgomery since 2015 and am interested in joining P+Z to help keep the historical values of the city and help the city grow in the ^{best} best way possible.

Signature

03/31/22
Date

Some (not all) Boards/Commissions/Committees require members to reside in the City of Montgomery and be a current registered voter. Please return the completed form to the City Secretary's Office for processing either via email at shensley@ci.montgomery.tx.us or via mail 101 Old Plantersville Road, Montgomery, Texas 77316. **Please note when this is filed with City Hall the information included will become public information that may be disclosed per the Texas Public Information Act. City Council will receive this information And no attachments will be retained or forwarded.**

Montgomery City Council
AGENDA REPORT

Meeting Date: April 12, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action regarding approval of an Escrow Agreement by and between the City of Montgomery, Texas and Pulte Homes of Texas, LP for a proposed single-family residential development (Dev. No. 2203) and authorizing the city engineer to prepare a Feasibility Study.

Recommendation

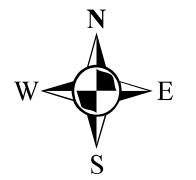
Consider the information provided, give feedback to staff and the engineer, and take action on the Agreement and Feasibility study as appropriate based on discussion at the meeting.

Discussion





The developer is proposing a single-family residential project in the northeast corner of the City. See attached location map for reference. As the engineer’s memo states, roughly 90-acres is within the City’s ETJ and roughly 112-acres is within Conroe’s ETJ. Staff and the engineer would like direction from City Council regarding the portion of the project located outside the City ETJ.

Approved By

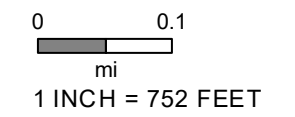
Asst. City Administrator	Dave McCorquodale	Date: 04/08/2022
City Administrator	Richard Tramm	Date: 04/08/2022



LEGEND

-  City Limit
-  City ETJ
-  MCAD Property Boundaries
-  Road Label

Date: 4/8/2022



Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones & Carter, Inc. concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.

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 Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL

Pulte Group Mabry and Faulkner Tracts (202 Ac) City of Montgomery (Dev. No. 2203)

Request: Council Authorization on April 12, 2022

This proposal is submitted pursuant to and in accordance with that certain Professional Services Agreement dated May 25, 2021, by and between Ward, Getz & Associates, LLP and the City of Montgomery (the “City”).

SCOPE OF WORK

- *Feasibility Study Report – Preparation of a feasibility study report to analyze the feasibility to serve the proposed single family development located on approximately 202-acre tract located on FM 1097 northeast of the City limits. Of the 202 – ac, approximately 90-acres is located with the City of Montgomery ETJ and 112-acres is located within the City of Conroe ETJ. WGA will analyze the City’s water, wastewater, and drainage system and note whether any upgrades need to be made or if any utility extensions will be required to serve the portion of the tract within the City of Montgomery ETJ. Pending discussion with City Council, we may also analyze the ability for the City to provide out of City water and sanitary sewer service to the portion within the City of Conroe ETJ if the City is interested. If any upgrades to the City’s facilities are needed or any utility extensions are required, WGA will prepare a cost estimate to be included in this feasibility study. A preliminary site exhibit showing the extent of the 202-acre tract, and any utility extensions/upgrades necessary to serve the tract will be prepared by WGA to be included in this feasibility study.*

CONSTRUCTION COST

There are no construction costs for this report.

ENGINEERING COST

The cost to perform the Pulte Group Feasibility Study described above is \$6,000, to be billed lump sum.

SCHEDULE

Milestone 1: Authorization to Proceed	1	calendar day*
Milestone 2: Kick-off Meeting	1	calendar day
Milestone 3: Report Preparation	30	calendar days
TOTAL DURATION	32	calendar days

* If approved, the effective start date is the day all required documents, deposits, and authorization to proceed by the Developer are received.



ESCROW AGREEMENT
BY AND BETWEEN
THE CITY OF MONTGOMERY, TEXAS,
AND
Pulte Homes of Texas, LP
Dev. No. 2203

THE STATE OF TEXAS ⊃
COUNTY OF MONTGOMERY ⊃

This Escrow Agreement, is made and entered into as of the _____ day _____, 2022 by and between the CITY OF MONTGOMERY, TEXAS, a body politic, and a municipal corporation created and operating under the general laws of the State of Texas (hereinafter called the "City"), and Pulte Homes of Texas, LP, a Texas limited partnership (hereinafter called the "Developer").

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of the 80-Acre and 123-Acre Tracts, sometimes referred to as the Mabry and Faulkner Tracts, respectively, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

WHEREAS, the City policy requires the Developer to establish an Escrow Fund with the City to reimburse the City for engineering costs, legal fees, consulting fees and administrative expenses incurred for feasibility study, plan reviews, developer coordination, construction management, inspection services to be provided for during the construction phase, and one-year

warranty services.

AGREEMENT

ARTICLE I

SERVICES REQUIRED

Section 1.01 The development of the Mabry and Faulkner Tracts will require the City to utilize its own personnel, its professionals and consultants; and the Escrow Fund will be used to reimburse the City its costs associated with these services.

Section 1.02 In the event other contract services are required related to the development from third parties, payment for such services will be made by the City and reimbursed by the Developer or paid directly by the Developer as the parties may agree.

ARTICLE II

FINANCING AND SERVICES

Section 2.01 All estimated costs and professional fees needed by City shall be financed by Developer. Developer agrees to advance funds to City for the purpose of funding the required Utility and Economic Feasibility Study (“Study”) in the amount of \$10,000.

Section 2.02 Developer agrees to submit payment of the funds for the Utility and Economic Feasibility Study to City no later than ten (10) days after the execution of this Escrow Agreement. No work will begin on the Study until funds have been received and the Study has been authorized by City Council.

Section 2.03 As part of the Study, the estimated additional Escrow Amount will be determined for plan reviews, developer coordination, construction coordination, construction

inspection, warranty services, legal expenses, and administrative costs. Developer agrees to submit payment of the Escrow Amount to City no later than thirty (30) days after the acceptance of the Study by City Council. No work outside of the Study will be performed by or on behalf of the City until the Escrow Amount has been deposited.

Section 2.04 The total amount shown above for the Utility and Economic Feasibility Study and the Escrow Amount determined in the Study is intended to be a "Not to Exceed" amount unless extenuating, unexpected fees are needed. Examples of extenuating circumstances created by the developer that may cause additional fees include, but are not limited to, greater than three plan reviews or drainage analysis reviews; revisions to approved plans; extraordinary number of comments on plans; additional meetings at the request of the developer; variance requests; encroachment agreement requests; construction delays and/or issues; failure to coordinate construction with City; failed testing during construction; failing to address punch list items; and/or excessive warranty repair items. If extenuating circumstances arise, the Developer will be informed, in writing by the City, of the additional deposit amount and explanation of extenuating circumstance. The Developer agrees to tender additional sums within 10 days of receipt of request to cover such costs and expenses. If additional funds are not deposited within 10 days all work by or on behalf of the City will stop until funds are deposited. Any funds which may remain after the completion of the development described in this Escrow Agreement will be refunded to Developer.

ARTICLE III,
MISCELLANEOUS

Section 3.01 City reserves the right to enter into additional contracts with other persons, corporations, or political subdivisions of the State of Texas; provided, however, that City covenants and agrees that it will not so contract with others to an extent as to impair City's ability to perform fully and punctually its obligations under this Escrow Agreement.

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* relied upon to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due

diligence and care.

Section 3.03 This Escrow Agreement is subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any regulatory agency having jurisdiction.

Section 3.04 No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstance.

Section 3.05 Any notice, communication, request, reply or advice (hereafter referred to as "notice") herein provided or permitted to be given, made, or accepted by either party to the other (except bills) must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective, unless otherwise stated in this Escrow Agreement, from and after the expiration of seven (7) days after it is so deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to City, to: City Administrator
City of Montgomery
101 Old Plantersville Rd.
Montgomery, Texas 77356

If to Developer, to: Pulte Homes of Texas, LP
1311 Broadfield Blvd Suite 100
Houston, TX 77084

The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

Section 3.06 This Escrow Agreement shall be subject to change or modification only in writing and with the mutual consent of the governing body of City and the management of Developer.

Section 3.07 This Escrow Agreement shall bind and benefit City and its legal successors and Developer and its legal successors but shall not otherwise be assignable, in whole or in part, by either party except as specifically provided herein between the parties or by supplemental agreement.

Section 3.08 This Escrow Agreement shall be for the sole and exclusive benefit of City and Developer and is not for the benefit of any third party. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing.

Section 3.09 The provisions of this Escrow Agreement are severable, and if any provision or part of this Escrow Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Escrow Agreement and the application of such provision or part of this Escrow Agreement to other person circumstances shall not be affected thereby.

Section 3.10 This Escrow Agreement and any amendments thereto, constitute all the agreements between the parties relative to the subject matter thereof, and may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original.

Section 3.11 This Agreement shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of Texas without regard to the principles of conflict of laws. This Agreement is performable in Montgomery County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement in three (3) copies, each of which shall be deemed to be an original, as of the date and year first written in this Escrow Agreement.

CITY OF MONTGOMERY, TEXAS

By: _____
Sara Countryman, Mayor

ATTEST:

By: _____
Nicola Browe, City Secretary

Developer:
Pulte Homes of Texas, LP, by Pulte
Nevada I LLC, its General Partner

By: Connor R. Young

Name: CONNOR R. YOUNG

Title: LAND PLANNING & ENTITLEMENTS MGR

STATE OF TEXAS {

COUNTY OF MONTGOMERY {

BEFORE ME, the undersigned authority, on this day personally appeared Sara Countryman, Mayor of the City of Montgomery, Texas, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2022.

Notary Public, State of Texas

THE STATE OF TEXAS {

COUNTY OF _____ {

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of _____, a _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated and as the act and deed of said organization.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2022.

Notary Public, State of Texas

[Handwritten notes in cursive, including "Small of name" and "notary seal"]



Montgomery City Council
AGENDA REPORT

Meeting Date: April 12, 2022	Budgeted Amount: N/A
Department: Admin	Prepared By: Dave McCorquodale

Subject

Consideration and possible action on a proposed weekly Montgomery Farmer’s Market located on City property at 777 Clepper Street.

Recommendation

Consider the information and provide direction to staff as appropriate.

Discussion

Joshua Reed, the operator of the Montgomery Farmer’s Market that is currently held every Saturday at Ransom’s Steakhouse, approached the City about using the property at 777 Clepper Street as a new home for the event. Attached is an overview of the proposal along with a site map of the proposed event. Before moving forward, staff would like the direction of City Council. If City Council is agreeable to the request, staff will work with the city attorney to ensure any agreements are prepared and City staff to ensure appropriate measures are in place to ensure a workable solution for the City and for the operator of the event.

This item is to get direction from City Council on the proposal, and any necessary agreements will be drafted and brought back to City Council for review and approval.

Approved By

Asst. City Administrator	Dave McCorquodale	Date: 04/08/2022
City Administrator	Richard Tramm	Date: 04/08/2022

The Montgomery Farmers Market has been operating on the Ransom's Steakhouse parking lot for the past six months. Joshua Reed reached out to the city looking for a larger location so they can increase the number of vendors, classes and eventually add food trucks during the Saturday markets.

The City has been in discussions with Mr. Reed to possibly allow the Farmers Market to use the city property at 777 Clepper Street. The property is currently only being used during the heavy trash pick up days, once a quarter, and for the City Snow Party during Christmas.

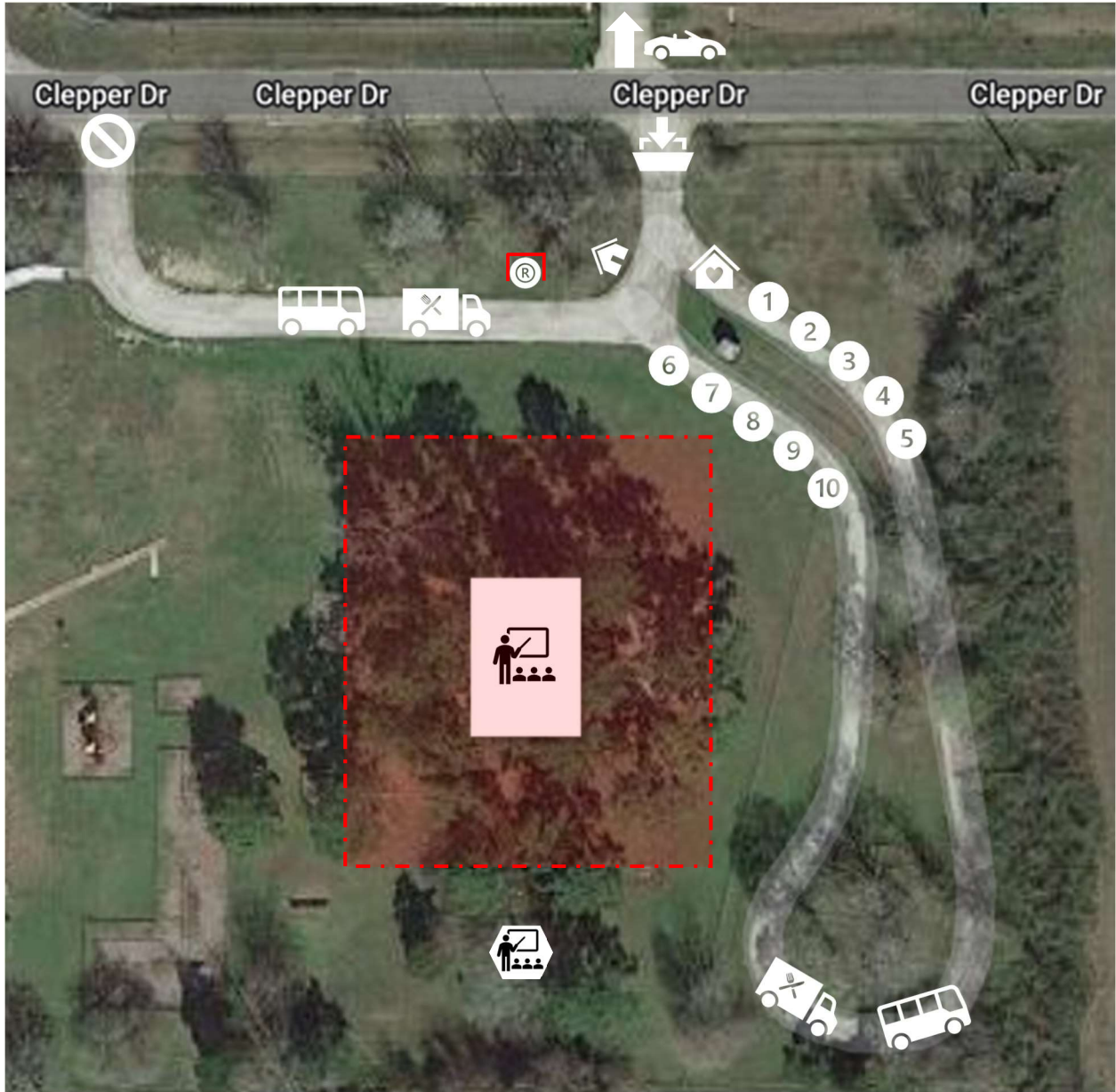
The Farmers Market would like to place their 10' x 10' storage building on the property. This portable building is used to house their tents during the week and needs to be located onsite. Mr. Reed has agreed to sign a waiver of liability relieving the City of any responsibility for the storage building.

They have also agreed to do minor upkeep on the property, but will not be adding any permanent structures to the property, and will provide and maintain a portable toilet for public use.

A site map has been provided and attendees have been authorized to use the Lefevre parking lot across the street.



Montgomery Farmer's Market Site Plan & Vendor Map



Legend:

	Home Tent		Food Truck Area
	Shed		Art Bus
	Restroom		Parking
	Market Entrance		Class Area
	No Entry		Vendor Tents

Montgomery City Council
AGENDA REPORT

Meeting Date: March 22, 2022	Budgeted Amount:
Department: Police Department	Prepared By: Anthony Solomon

Subject

Consideration and possible action on approval of a resolution for the Police Department to apply for grant funding to replace two Police Department vehicles.

Recommendation

Approve the resolution for the Police Department to apply for a Grant to replace 2 Police Department vehicles

Discussion

The Police Department is looking to replace 2 of our older and higher mileage vehicles in their fleet. One of these vehicles has ongoing issues that have been difficult to diagnose. Replacing higher mileage vehicles will also reduce repair and maintenance costs. We are asking for \$125,000 from the Department of Justice’s Edward Byrne Memorial Justice Assistance Grant Program, which will cover the cost of the 2 vehicles, including all necessary equipment and installation.

Approved By

Police Chief	Anthony Solomon	Date: March 18, 2022
City Administrator	Richard Tramm	Date: March 18, 2022

RESOLUTION NO, _____

WHEREAS, the City of Montgomery, Texas City Council (the "City Council") finds it in the best interest of the citizens of Montgomery, (Geographic Area) that the Update Patrol Fleet Project be operated for the year 2022; and

WHEREAS, the City of Montgomery agreed to provide applicable matching funds for the said project as required by the Edward Byrne Memorial Justice Assistance Grants grant application; and

WHEREAS, the City of Montgomery agrees that in the event of loss or misuse of the Office of the Governor funds, City of Montgomery assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Montgomery designates the City Administrator as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the gran on behalf of the applicant agency.

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

The City Council approves submission of the grant application for the Update Patrol Fleet Project to the Office of the Governor.

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

CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

ATTEST:

Nici Browe, City Secretary

Montgomery City Council
AGENDA REPORT

Meeting Date: March 22, 2022	Budgeted Amount: N/A
Department: Administration	Prepared By: Richard Tramm

Subject

Discuss and consider amending Visitor/Citizens Forum language on City of Montgomery meeting agendas.

Recommendation

Consider the item and act as you deem appropriate.

Discussion

The Mayor recently spoke to me regarding concerns with the agenda language being too broad and allowing comments that were not related to the current agenda or City business. During this discussion she cited the language used by the City of Shenandoah. After reviewing that language, I propose amending the current language used by the City of Montgomery for the Visitor/Citizens Forum to read as:

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

This language has been reviewed by the City Attorney’s Office, who advised that changing this language would need City Council approval. For reference, I have included the current City of Montgomery language and the City of Shenandoah language for this item on the included sheet.

Approved By

City Administrator	Richard Tramm	Date: March 18, 2022

Current City of Montgomery Language

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

City of Shenandoah Language

Citizens are invited to speak for three (3) minutes on matters relating to city government that relate to agenda and non-agenda items. Speakers are asked to stand up and approach the podium to address Council and give their name and address before sharing their comments.

Revised language for consideration

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

Montgomery City Council
AGENDA REPORT

Meeting Date: March 22, 2022	Budgeted Amount: N/A
Department: Administration	Prepared By: Richard Tramm

Subject

Discussion and consideration of designating Corinne Tilley, Code Enforcement Officer to be the primary point of contact for, and the designated recipient of, permit applications for the City of Montgomery

Recommendation

Act as you deem appropriate.

Discussion

This agenda item was requested by Mayor Sara Countryman.

Approved By

City Administrator	Richard Tramm	Date: March 17, 2022



City Administrator Report – March 22, 2022, City Council Meeting

We are finally pulling past the colder winter weather here in Montgomery, with a busy year ahead. Commercial and residential development in the City continues to move forward as does City capital development with construction continuing to progress at Water Plant No. 3 and new project work preparing to begin on the north side of the City, including drainage and sanitary sewer improvements.

I expect by now you have all had the opportunity to meet the new City Secretary Nicola “Nici” Browe. If for some reason you have not yet had that opportunity, I encourage each of you to take to time to introduce yourselves to her. She has joined the City with many things going full speed and is already making an impact with the City.

The Capital Improvement Planning documents have been previously distributed and the City Engineer will lead a presentation of these items at a City Council Workshop at 6:00 pm, Monday, March 28, 2022.

City staff, primarily through the work of Anthony Lasky, has been working with the auditor on the City’s annual audit. We will have a final draft available for City Council to review ahead of the April 12, 2022, City Council Meeting. The auditing firm will also provide their presentation to City Council at that meeting.

We have started advertising for candidates for the open Planning and Zoning Commission (Place 3) position vacated by Allyson Clark. The open period to receive applications will be at least 30 days with the intent to have candidates available for City Council at the April 26, 2022, City Council Meeting for a possible decision in filling the position.

March events at the City got off to a big start with many residents and businesses participating this year. Once again Spirit of Texas Bank,

who cosponsored the event with the City, placed an enormous number of flags at their location. Also, coming up the last weekend of the month is the Montgomery Music & Mudbugs Festival, which will be near Ransom's Steakhouse on the City's east side.

Please see the Development Report for an update on development activities through February 2022, including an update on the most recent Planning and Zoning Commission meeting.

The Montgomery Economic Development Corporation's February Meeting included approving a \$5,000.00 grant request for Reflective Life Ministries for their public showing of "Breaking Strongholds", Episodes 1 and 2, on April 16, 2022, at the City Community Center in the Historic Downtown area. They approved a proposal from Sterling Regard Photography for three professional photo shoot opportunities of historic locations in the City for use by the MEDC. The MEDC Board discussed the potential timing for Downtown Master Plan Development projects, which I expect to lead into a future RFQ for design services related to a portion of the project that would be funded by MEDC.

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

Respectfully submitted,

Richard Tramm

City Administrator

Record Number	Date Received	Requestor	Open Records Requests Action	Date Completed
RR - 2022-01	01/04/22	Mayor Countryman	Incident Report - Napolitano weapon	01/04/22
RR - 2022-02	01/05/22	Janet Bettcher	Solid Waste Contract - emailed	01/05/22
RR - 2022-03	1/6/2022	Angie Napolitano	Police audit info	1/21/2022
RR - 2022-04	1/7/2022	Mayor Countryman	Dave McCorquodale position change	1/7/2022
RR - 2022-05	1/10/2022	Mayor Countryman	Cares Act cancelled check	1/10/2022
RR - 2022-06	1/12/2022	Mayor Countryman	Andrew James Riley termination records as well as Texas Rangers. Provide separation agreement (Kristen Goode replied to Mayor)	1/25/2022
RR - 2022-07	1/12/2022	John Balite	Out of City request - sending response	1/12/2022
RR - 2022-08	1/12/2022	Dave McCorquodale	All applications, resumes, documents submitted by applicants for the City Secretary and Director of Administrative Services position	1/21/2022
RR - 2022-09	1/12/2022	American Transparency	All payment transactions for 2021 (10-01-20 through 09-30-21) Anthony Lasky responded	1/14/2022
RR - 2022-10	1/13/2022	Momentum Engineering	20180 Eva Street infrastructure and detention pond plans (to Dave McCorquodale)	1/25/2022
RR - 2022-11	1/14/2022	Mindi Heintz	Thoroughfare Plan and Lone Star Parkway	Pending
RR - 2022-12	1/19/2022	Jessica Shorten	Copy of application, check, and any info received from Bill Clevenger/Texas Twist & Shakes regarding renewal of mobile food vendor pe	1/26/2022
RR - 2022-13	1/21/2022	Shelly Shilts	Traffic or criminal cases - referred to police department	No records on file
RR - 2022-14	1/21/2022	Reyna Rios-Starr	Copy of certificate of liability insurance for contractor Trans Tex Construction	Not in city limits
RR - 2022-15	1/28/2022	Kris Woodward	Requesting newest towing ordinance	1/31/2022
RR - 2022-16	1/31/2022	Jasmine Gascon	List of residential property addresses of those who rec'd code violation notices (Jan 1-31, 2022) and water shut offs (Jan 1-31, 2022)	2/2/2022
RR - 2022-17	2/7/2022	Claudia Cantu	Requested to take defensive driving before court date - referred to court	2/7/2022
RR - 2022-18	2/8/2022	Juwan Taylor	Copies of public records within the County that have all code violations for the past six months	2/8/2022
RR - 2022-19	2/10/2022	Michele Kellebrew, JNR Adjustment	Copy of cert of ins for Jayco Construction, Montgomery, TX. Does City keep records of liability insurance for permitting/licensing/registr	2/10/2022
RR - 2022-20	2/15/2022	Alexandra Patino, AEI Consultants	Permits or records regarding the property at VWC Research Forest Dr., and FM 2978 Rd., Magnolia, TX 77345	Not in city limits
RR - 2022-21	2/17/2022	Nicholas Poulter, GeoEngineers	Requesting records for property identified by Montgomery County Parcel #R519385 in Magnolia, TX	Not in city limits
RR - 2022-22	2/17/2022	Bev Evans, Phase Engineering, LLC	Building records, environmental health records, fire/UST records for NEC Lone Star Parkway and Emma's Way, Montgomery, TX 77356	2/18/2022
RR - 2022-23	2/17/2022	Bev Evans, Phase Engineering, LLC	Building records, environmental health records, fire/UST records for 21966 Eva Street, Montgomery, TX 77356	2/18/2022
RR - 2022-24	2/18/2022	Zach Robinson	Requesting building permit holder for 16617, 16621, and 16625 Lynbrook Montgomery, TX 77316 (not located within City limits)	2/24/2022
RR - 2022-25	2/22/2022	Sharon Waldrum	Plot survey lot 417 & 418	2/24/2022
RR - 2022-26	2/22/2022	Jeffrey Moyers	45-60 mph people driving down Emerson Drive; has complained to police, nothing has changed (forwarding to PD - not in City limits)	2/24/2022
RR - 2022-27	2/23/2022	Hannah Lovato, Brown and Caldwe	Environmental incidents or spills, records of water wells and/or septic systems on 19012 Keenan Cut Off Road, Montgomery, Texas (Pro	2/24/2022
RR - 2022-28	2/25/2022	Maegan Kirby, Community Impact	Number of reports of family violence to Montgomery PD annually for 2019, 2020, and 2021 (forwarding to PD)	Pending
RR - 2022-29				
RR - 2022-30				
RR - 2022-31				
RR - 2022-32				
RR - 2022-33				
RR - 2022-34				
RR - 2022-35				
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RR - 2022-45				
RR - 2022-46				



Development Report March 2022

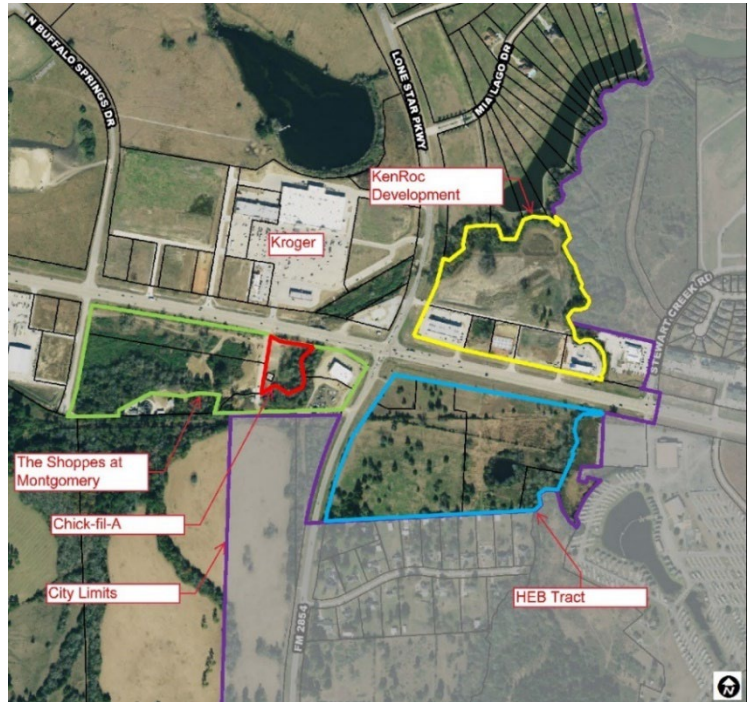
Richard Tramm, City Administrator
Dave McCorquodale, CPM, Assistant City Administrator and
Director of Planning & Development

March continues the trend of high activity in residential and commercial markets. Residential lot inventory in the City is on the rise with additional homesites recently made available. New developments coming online this year will ensure attractive homesites remain available and infill construction in existing neighborhoods is increasing. Commercial construction activity continues within existing developments on the east end of the City. As the year progresses, we expect an increase in the pace and intensity of new development in the City and are preparing to meet the additional demand on City services.

Commercial Development

East End Commercial –

Construction on the east end of Montgomery continues at a steady pace. The 26-acre Shoppes at Montgomery is building a second retail center to accommodate new businesses. Discount Tire is in under engineering review and several other businesses have expressed interest in properties near the Kroger Shopping Center.



Central Business District & Historic Downtown –

No new activity to report.



City Development Activities

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

- Downtown + SH105 Waterline (*completed*) to improve water flow to the west side of town.
- Water Plant #3 (*underway*) to increase the capacity of the water system.
- Lift Station #1 (*completed*) to increase the efficiency of the sewer system.

General Land Office Severe Flood Mitigation Grant – In 2018, the City was awarded \$2.2 million from the Texas General Land Office (GLO) for flood-related damages associated with 2016-2018 flooding events, which included the Memorial & Tax Day floods and Hurricane Harvey. The water and sewer lines on Dr. Martin Luther King Jr. Drive were replaced and a standby generator is being added at Water Plant #3 as part of this project. Due to changes in environmental regulations associated with the grant, the City is currently evaluating options to pursue drainage improvements outside of the grant program.

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

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

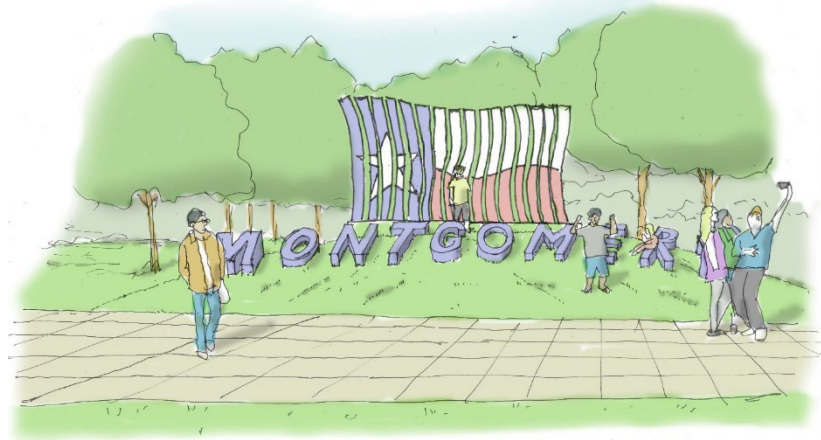
Transportation & Mobility – Several projects are underway to improve mobility in the City for both vehicular traffic and pedestrians.

- FM149 turn lane: The City has been working with TxDOT on a turn lane at the intersection of SH105 & FM149 since early 2019. The turn lane will serve northbound traffic on FM149 turning east on SH105. Due to TxDOT delays as well as disaster-related emergency work in Entergy’s network (i.e., Entergy contractors being tasked with hurricane repairs in Louisiana), work is expected to be completed in September 2022.
- TxDOT 2022 Safe Routes to School Call for Projects: The City submitted two grant applications last year for TxDOT’s program to improve pedestrian and bicycle facilities on or near TxDOT roads: one along Martin Luther King, Jr. Drive from FM149 to the City limits, and one connecting the downtown to the public library and Memory Park on Bessie Price Owens Drive. The City was not awarded either grant, though TxDOT has announced additional funding and we are watching for updates. In addition to this grant program, TxDOT offers a Safe Routes to School grant program that the City will submit projects for.
- TxDOT SH 105 Access Management Project: TxDOT plans to begin construction of raised medians in key locations between FM 2854 in Montgomery and I-45 in Conroe. This multi-year project will improve safety by reducing cross-traffic turning locations and providing dedicated single-direction turn lanes where the project study identified a need for them. More about the project can be found at: <https://www.txdot.gov/inside-txdot/projects/studies/houston/sh105-access.html>. Click on the Project Tracker to see project details. TxDOT is almost complete with a new westbound-to-northbound turn lane from SH 105 to Lone Star Parkway. They are now working on a new eastbound-to-southbound turn lane for the intersection.
- Clepper Street Sidewalk Project: The City and MEDC are moving forward with a sidewalk project to connect the historic downtown to Fernland Historical Park, the public library, and Memory Park. The design plans are substantially complete. Bidding and project construction will follow.

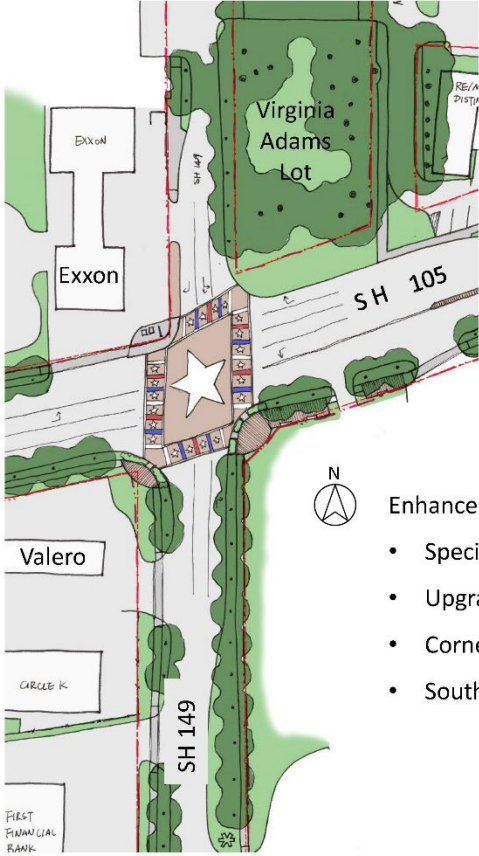
Downtown Improvement Plan – This MEDC-funded project to improve the downtown area began in November 2020 and was adopted by the MEDC and City Council in November 2021. The MEDC worked with TAMU landscape architecture students on visioning for the project and contracted with the Gunda Corporation/White Oak Studio team to lead the design efforts. The team presented the final project document to MEDC on November 1st. Several of the slides from the design team’s work are included below. Initial steps to move key projects forward are underway. Initial projects are being identified and the City’s Capital Improvement Plan update will address the aging water and sewer lines in advance of new street construction.



Sketch of Liberty Street



Monument Concept

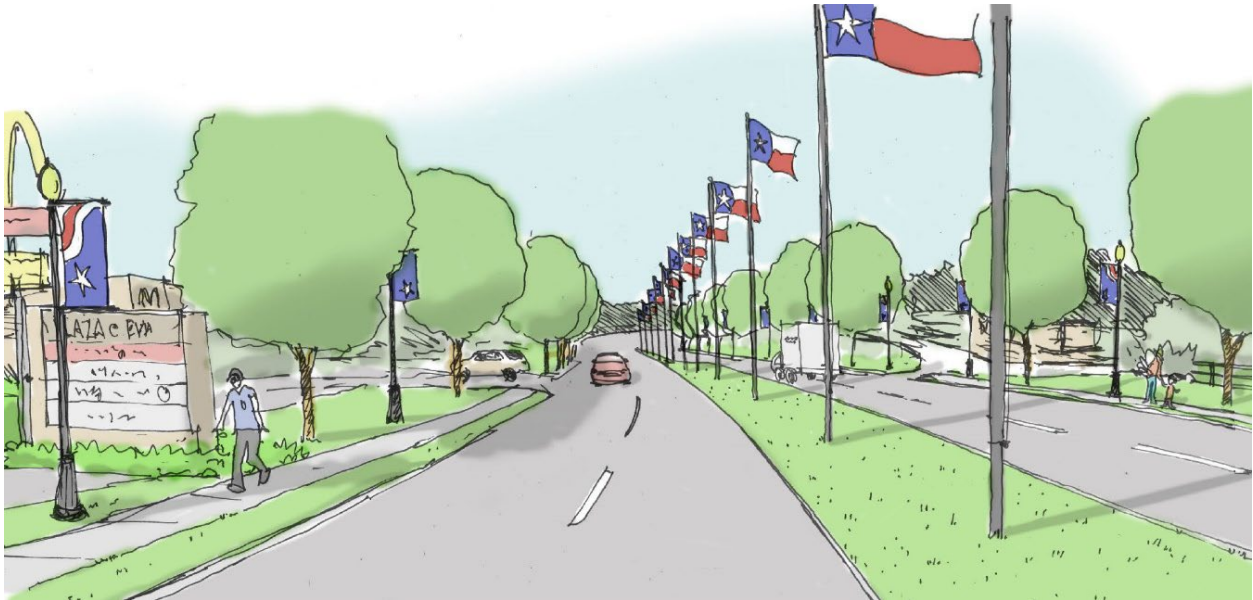


Example of Intersection and Corner Development

Enhance Downtown Gateway and Increase Awareness of Downtown:

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

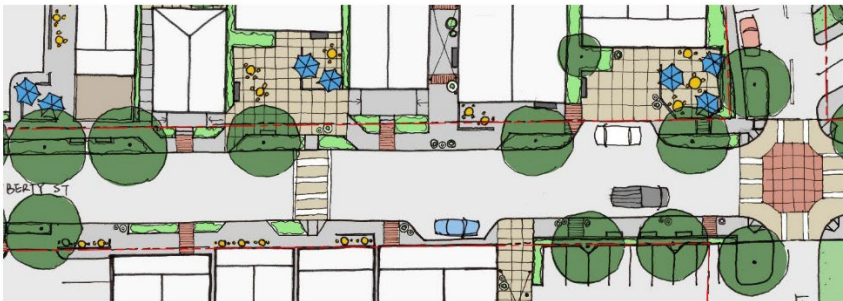
SH 105 / SH 149 INTERSECTION IMPROVEMENTS



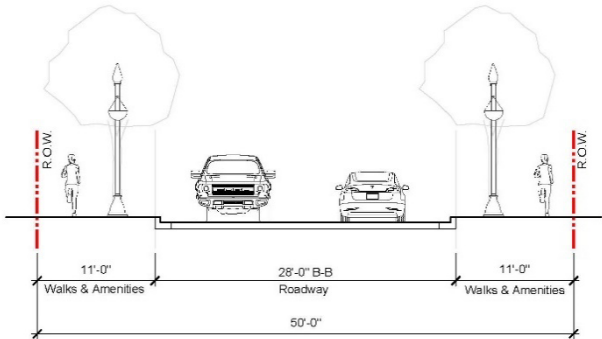
Conceptual sketch of 105/Eva Street at downtown



Downtown concept drawing

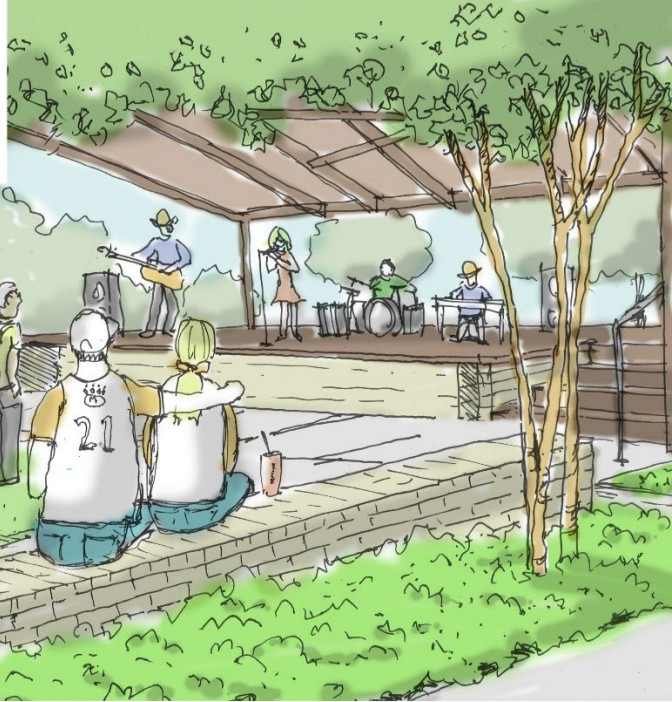


Liberty Street concept drawings





City Centre – Houston



JACOBS LOT PAVILION & FESTIVAL LAWN



MCCOWN STREET PEDESTRIAN IMPROVEMENTS

Businesses Opened in 2022

Symmetry Brows – 21065 Eva Street Suite C





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

Commissioners:

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

Regular Meeting held on March 1, 2022 with Allyson Clark absent. The Commission met at the Montgomery Community Building in downtown since City Hall was used as a polling location for Election Day.

- Reviewed a proposed balcony roof for the Kemifer Building at 401 College Street in the Historic Preservation District. Approved conditional on applicant complying with City Building Codes.
- Reviewed a Special Use Permit Application to allow continuation of firewood sales by Mr. Tony Jackson on property adjacent to 22868 FM 1097 East. The Commission's recommendation is to approve the SUP conditional on several traffic safety items being met.

Upcoming P&Z items:

- The developer for the proposed Porter Farms has not submitted revised plans for engineering review. P&Z will review once city engineer approves preliminary plat.



CITY OF MONTGOMERY, TEXAS

Sales and Use Tax Allocation Report

March 2022

Sales Taxpayer Information through March

A review of the monthly reports provided by the Comptroller of Public Accounts reflects **5,210** active taxpayer accounts coded to the City of Montgomery. Many of the accounts are either E-Commerce related, or are coded as active but have not made a sale yet, and therefore are not reflected in the monthly report(s).

Total Sales Tax Payers by Month

YEAR	MONTH	SALES TAX FILERS
2021	March	1,965
2021	April	1,874
2021	May	2,159
2021	June	2,058
2021	July	2,051
2021	August*	2,194
2021	September	2,045
2021	October	2,058
2021	November	2,207
2021	December	2,098
2022	January	2,232
2022	February	2,296
2022	March	2,157

The number of taxpayers filing local taxes fluctuates throughout the year. February and quarterly filing months have traditionally reflected the highest number of sales tax payers. Represented here is a listing of each month and the number of taxpayer returns filed in the District, quarterly filing months are listed in **BOLD**.

Average number of taxpayers filing each month: 2,107
10% increase in taxpayers over **March 2021**

Sales Tax Allocations through March 2022

Sales tax receipts for Calendar Year 2022 total **\$1,210,372.43**

Reviewing the past twelve month reporting period, the City of Montgomery sales tax receipts were derived from an average of **2,107** taxpayers filing local tax returns each month with **February 2022** reflecting the highest taxpayer count of **2,296**.

Top 25 Sales Tax Filers - Twelve Months Combined

No.	Permit Name	NAICS
1	MCCOY'S BUILDING SUPPLY CENTER #113	5330280
2	KROGER # 142	1780440
3	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR	8670156
4	PIZZA SHACK	8670132
5	BROOKSHIRE BROTHERS #73	1780440
6	ENTERGY TEXAS INC.	1326732
7	STEEFAB INC.	
8	MACSOUTH FOREST PRODUCTS LLC	3635120
9	JIM'S HARDWARE INC.	5329560
10	RISE COLLECTIVE LLC	236220
11	O'REILLY AUTO PARTS #1838	5295720
12	MCDONALD'S 25405	8670156
13	PET SUPPLIES PLUS #4134	5446920
14	GOOGLE LLC	6218520
15	ALLEYTON RESOURCE COMPANY LLC	2547852
16	CHEWY INC.	5446920
17	STARBUCKS COFFEE #62996	8670180
18	AMAZON.COM SERVICES INC (MARKETPLACE)	5449320
19	EXPRESSWAY	5365320
20	FLORES PRODUCE	1000971
21	RANSOM'S	7946510
22	AT&T #R1AS	6207744
23	CIRCLE K #2742316	5365320
24	BURGER KING	8670156
25	INTUIT INC.	4015368

Top 25 Sales Tax Filers - March 2022

No.	Permit Name	NAICS
1	MCCOY'S BUILDING SUPPLY CENTER #113	444190
2	SUMMIT PRECAST CONCRETE LLC	237310
3	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR	722513
4	PIZZA SHACK	722511
5	HAWK INSTALLATION AND CONSTRUCTION INC.	238292
6	GOOGLE LLC	518210
7	PET SUPPLIES PLUS #4134	453910
8	MCDONALD'S 25405	722513
9	JIM'S HARDWARE INC.	444130
10	PANDA EXPRESS #3466	722513
11	O'REILLY AUTO PARTS #1838	441310
12	EPIQ CORPORATE RESTRUCTURING LLC	541519
13	AUTOMOTIVE RENTALS INC.	532120
14	CHEWY INC.	453910
15	AMAZON.COM SERVICES INC (MARKETPLACE)	454110
16	COBURN SUPPLY COMPANY INC.	423720
17	AT&T #R1AS	517312
18	INTUIT INC.	334614
19	WENDY'S #86	722513
20	STARBUCKS COFFEE #62996	722515
21	EXPRESSWAY	447110
22	BFI WASTE SERVICES OF TEXAS LP	562111
23	RESTORATION HARDWARE INC.	442110
24	ALLEYTON RESOURCE COMPANY LLC	212321
25	AMAZON.COM SERVICES LLC	454110

March 2022 | February 2022 Top 25 Taxpayer Comparison

March 2022

1	MCCOY'S BUILDING SUPPLY CENTER #113
2	SUMMIT PRECAST CONCRETE LLC
3	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR
4	PIZZA SHACK
5	HAWK INSTALLATION AND CONSTRUCTION INC.
6	GOOGLE LLC
7	PET SUPPLIES PLUS #4134
8	MCDONALD'S 25405
9	JIM'S HARDWARE INC.
10	PANDA EXPRESS #3466
11	O'REILLY AUTO PARTS #1838
12	EPIQ CORPORATE RESTRUCTURING LLC
13	AUTOMOTIVE RENTALS INC.
14	CHEWY INC.
15	AMAZON.COM SERVICES INC (MARKETPLACE)
16	COBURN SUPPLY COMPANY INC.
17	AT&T #R1AS
18	INTUIT INC.
19	WENDY'S #86
20	STARBUCKS COFFEE #62996
21	EXPRESSWAY
22	BFI WASTE SERVICES OF TEXAS LP
23	RESTORATION HARDWARE INC.
24	ALLEYTON RESOURCE COMPANY LLC
25	AMAZON.COM SERVICES LLC

Non-Quarterly Filer Month

February 2022

1	KROGER # 142
2	RISE COLLECTIVE LLC
3	MCCOY'S BUILDING SUPPLY CENTER #113
4	ENTERGY TEXAS INC.
5	BROOKSHIRE BROTHERS #73
6	SWIFT INDUSTRIAL POWER INC
7	CHICK-FIL-A AT 105 & LONESTAR PKWY. FSR
8	COLD STORAGE CONSTRUCTION SERVICES INC.
9	PIZZA SHACK
10	MOODY'S ANALYTICS INC
11	VERDANTIS INC.
12	JIM'S HARDWARE INC.
13	PET SUPPLIES PLUS #4134
14	GRAFF DIAMONDS (NEW YORK) INC.
15	MACSOUTH FOREST PRODUCTS LLC
16	MCDONALD'S 25405
17	PROTEINSIMPLE
18	AMAZON.COM SERVICES INC (MARKETPLACE)
19	O'REILLY AUTO PARTS #1838
20	GOOGLE LLC
21	AT&T #R1AS
22	CHEWY INC.
23	DAMON KERRY PIERCE
24	BMC WEST LLC
25	STRICKSCAPES INC.

Quarterly Filer Month

February 2022 | 2021 Comparison

Receipts of Sales Tax Were as Follows:	March 2022*	March 2021
	\$318,775.25	\$306,201.64

Total Sales Tax Allocations Received:	2022 FYTD	2022 Budget	% of Budget
	\$2,315,372.43	\$2,200,000	105%

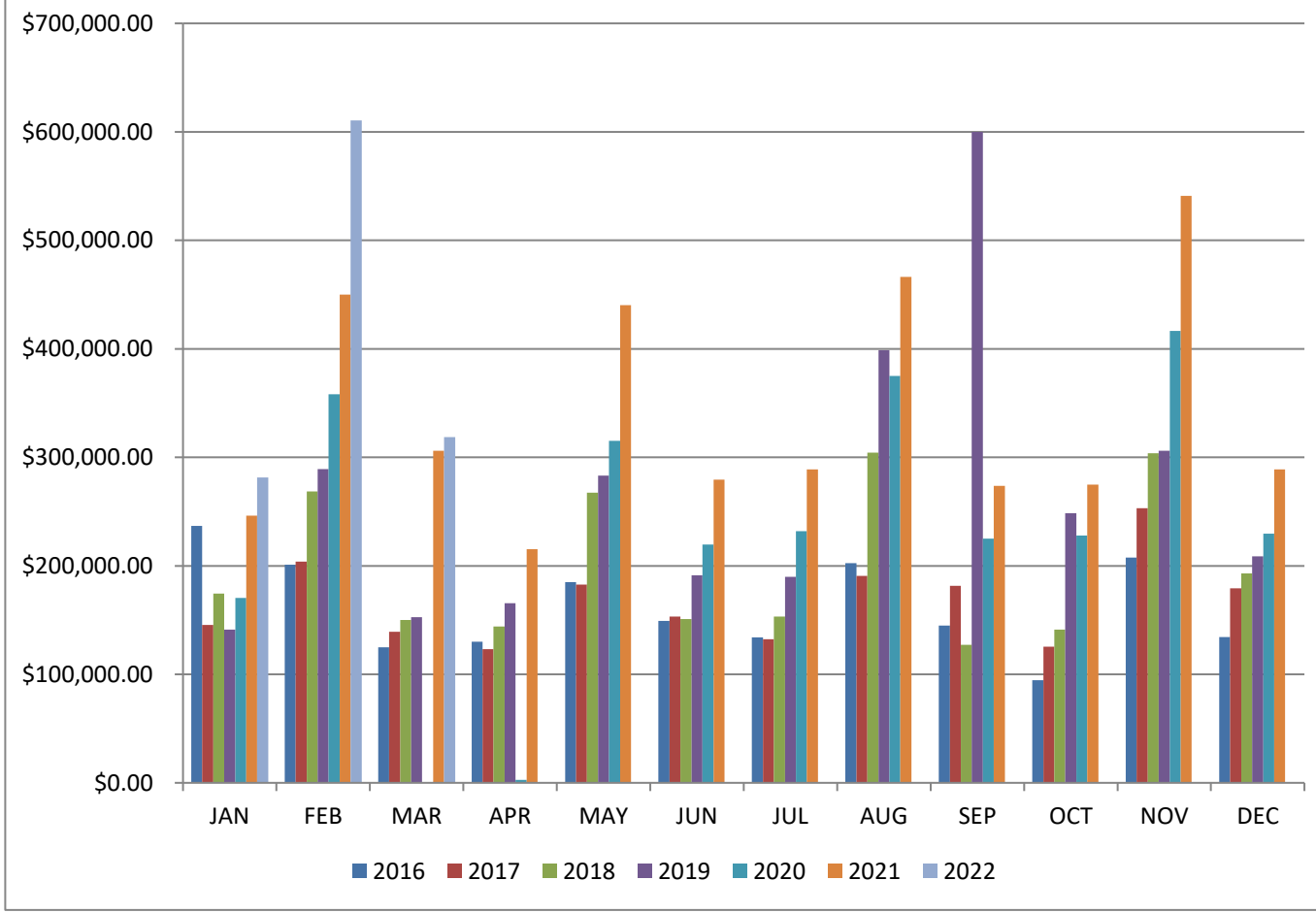
Fiscal Year Date Range: October-September

FY 2019 Total Allocations	FY 2018 Total Allocations	FY 2017 Total Allocations	FY 2016 Total Allocations	FY 2015 Total Allocations	2014 Total Allocations
\$3,049,090.59	\$2,298,289.34	\$1,889,285.60	\$1,867,030.18	\$1,699,926.42	\$1,688,374.26
FY 2020 Total Allocations	FY 2021 Total Allocations				
\$2,661,447.47	\$3,840,647.17				

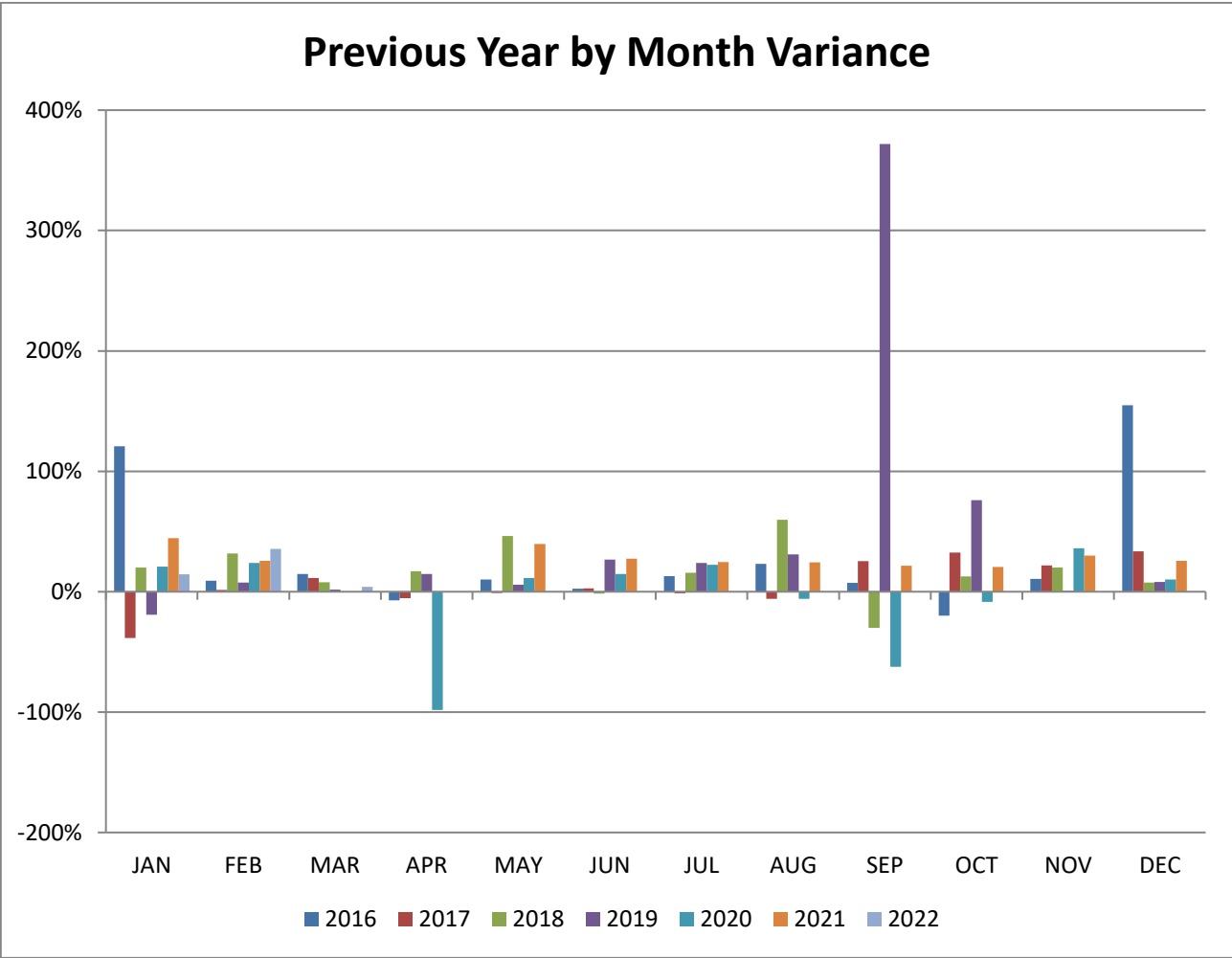
Total Allocations, 1995-Present
\$38,264,848.92

Calendar Year 2022 Sales Tax Averages		Calendar Year 2021 Sales Tax Averages	
Total: \$1,210,691.93		Total: \$4,071,078.89	
Mean Allocation:	\$403,563.98	Mean Allocation:	\$339,256.57
Median Allocation:	\$318,775.25	Median Allocation:	\$288,918.62

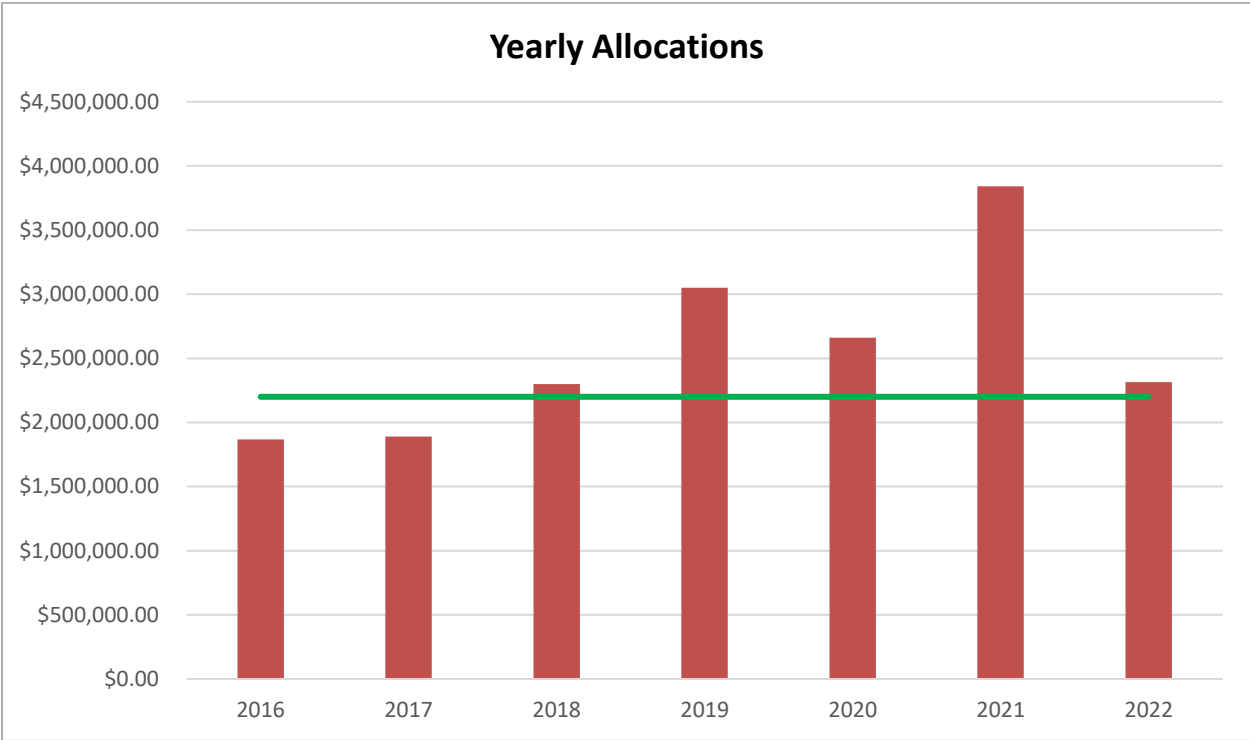
Monthly Allocations



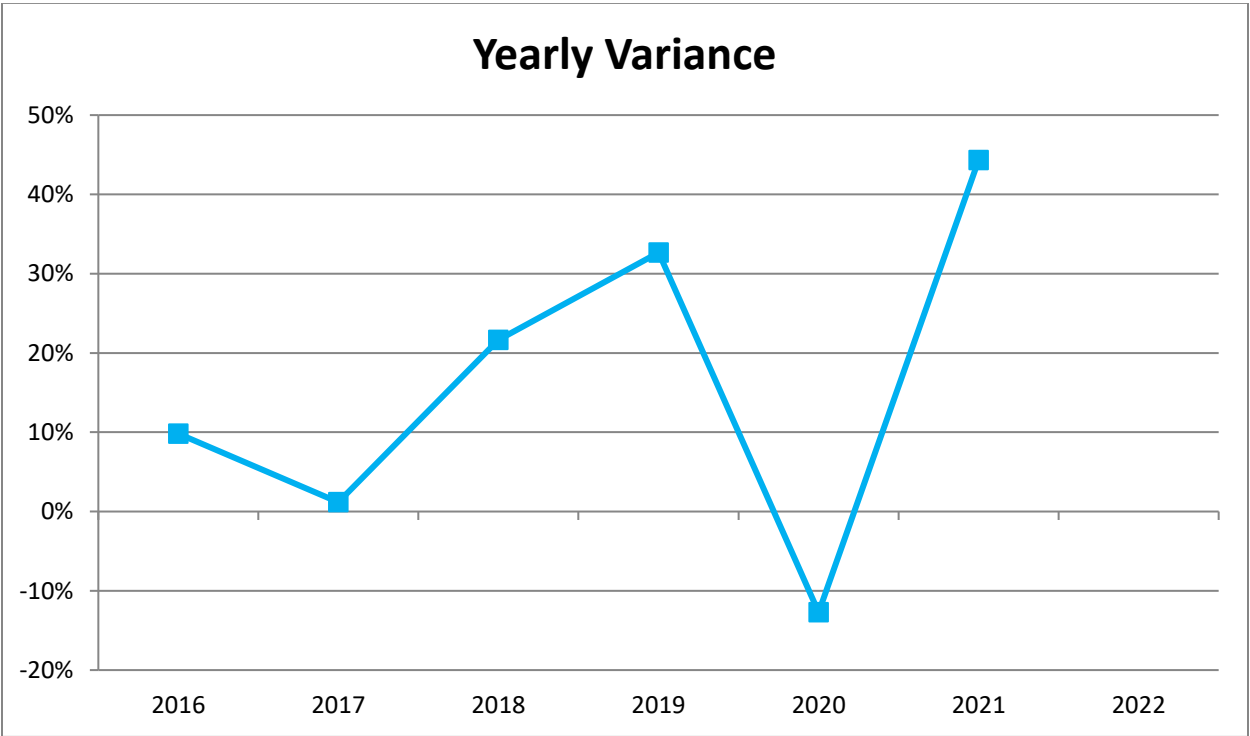
	2016	2017	2018	2019	2020	2021	2022
JAN	\$236,764.92	\$145,488.55	\$174,487.10	\$141,238.00	\$170,531.07	\$246,166.57	\$281,476.57
FEB	\$200,985.71	\$204,006.24	\$268,635.98	\$289,215.49	\$358,073.66	\$450,079.02	\$610,440.11
MAR	\$125,057.26	\$139,225.65	\$149,964.30	\$152,607.97	\$0.00	\$306,201.64	\$318,775.25
APR	\$130,098.69	\$123,234.01	\$144,205.61	\$165,516.81	\$2,724.55	\$215,206.50	
MAY	\$184,955.47	\$182,757.15	\$267,397.74	\$283,049.52	\$315,099.96	\$440,192.71	
JUN	\$149,145.60	\$153,336.53	\$151,071.81	\$191,260.13	\$219,615.98	\$279,583.10	
JUL	\$134,137.44	\$132,394.32	\$153,156.83	\$189,741.79	\$231,928.50	\$288,879.49	
AUG	\$202,380.82	\$190,648.43	\$304,422.57	\$398,641.13	\$375,019.12	\$466,305.61	
SEP	\$144,903.50	\$181,625.33	\$127,165.52	\$599,991.27	\$225,114.39	\$273,783.75	
OCT	\$94,652.13	\$125,361.52	\$141,162.59	\$248,593.82	\$227,917.54	\$274,762.64	
NOV	\$207,611.58	\$253,111.48	\$303,708.43	\$305,939.66	\$416,557.44	\$540,960.11	
DEC	\$134,305.68	\$179,308.88	\$192,957.46	\$208,806.76	\$229,773.80	\$288,957.75	

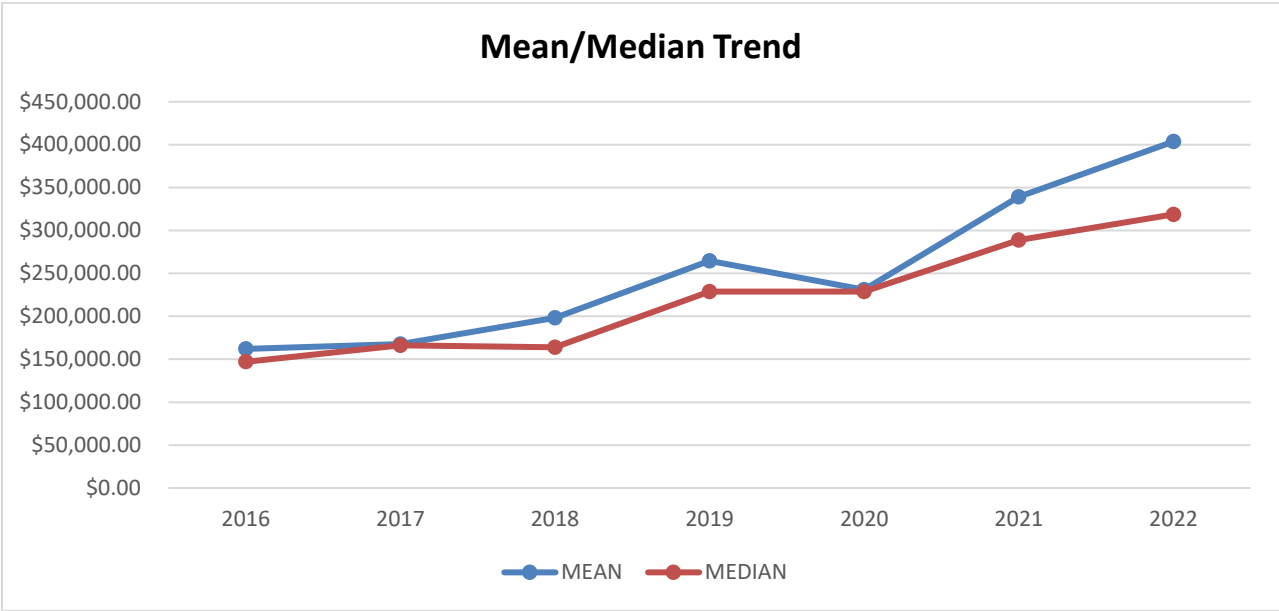


	2016	2017	2018	2019	2020	2021	2022
JAN	121%	-39%	20%	-19%	21%	44%	14%
FEB	9%	2%	32%	8%	24%	26%	36%
MAR	15%	11%	8%	2%	N/A	N/A	4%
APR	-7%	-5%	17%	15%	-98%	N/A	
MAY	10%	-1%	46%	6%	11%	40%	
JUN	3%	3%	-1%	27%	15%	27%	
JUL	13%	-1%	16%	24%	22%	25%	
AUG	23%	-6%	60%	31%	-6%	24%	
SEP	7%	25%	-30%	372%	-62%	22%	
OCT	-20%	32%	13%	76%	-8%	21%	
NOV	11%	22%	20%	1%	36%	30%	
DEC	155%	34%	8%	8%	10%	26%	

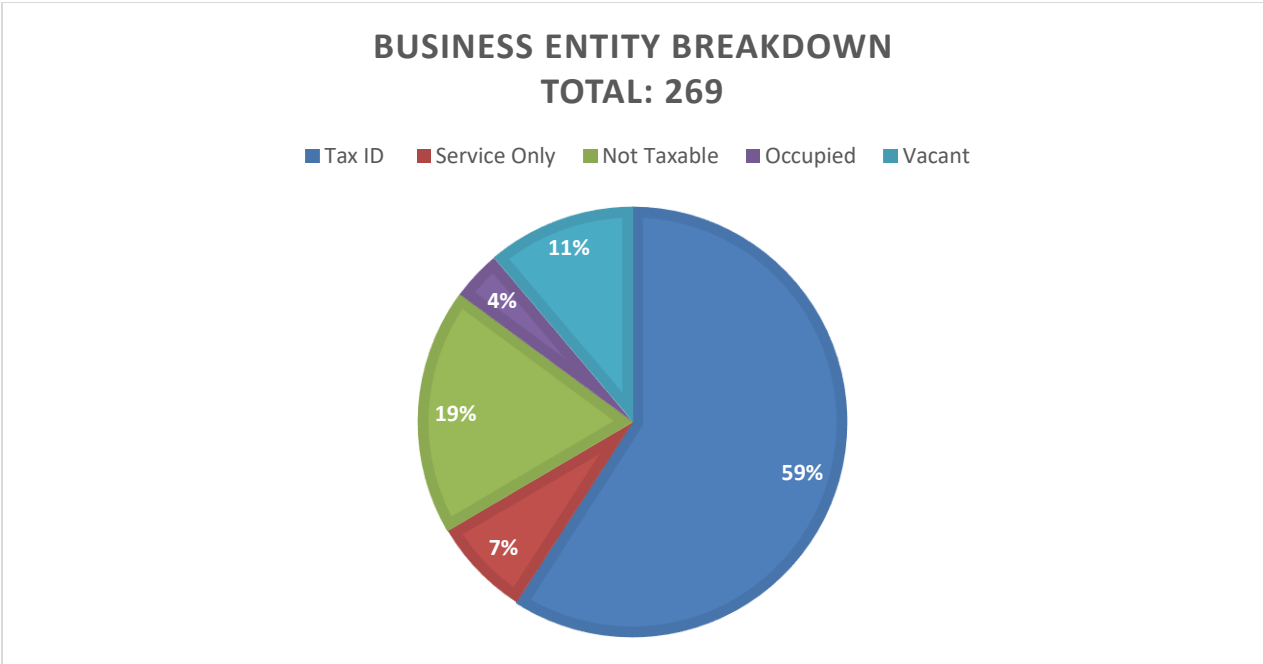


FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022
\$1,867,030.18	\$1,889,285.60	\$2,298,289.34	\$3,049,090.59	\$2,661,447.47	\$3,840,647.17	\$2,315,372.43
10%	1%	22%	33%	-13%	44%	





	2016	2017	2018	2019	2020	2021	2022
Mean	\$162,083.23	\$167,541.51	\$198,194.66	\$264,550.20	\$231,029.67	\$339,256.57	\$403,563.98
Median	\$147,024.55	\$166,322.71	\$163,821.97	\$228,700.29	\$228,845.67	\$288,918.62	\$318,775.25



File Sales Tax	Service Only	Not Taxable	Occupied	Vacant
159	20	50	10	30

NAICS CODE	NAICS CODE DESCRIPTION
111219	Other Vegetable (except Potato) and Melon Farming
212321	Construction Sand and Gravel Mining
221112	Fossil Fuel Electric Power Generation
236220	Commercial and Institutional Building Construction
238140	Masonry Contractors
238150	Glass and Glazing Contractors
238210	Electrical Contractors and Other Wiring Installation Contractors
238990	All Other Specialty Trade Contractors
334111	Electronic Computer Manufacturing
334614	Software and Other Prerecorded Compact Disc, Tape, and Record Reproducing
423450	Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers
423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers
423830	Industrial Machinery and Equipment Merchant Wholesalers
441310	Automotive Parts and Accessories Stores
442110	Furniture Stores
442210	Floor Covering Stores
443142	Electronics Stores
444110	Home Centers
444120	Paint and Wallpaper Stores
444130	Hardware Stores
444190	Other Building Material Dealers
444220	Nursery, Garden Center, and Farm Supply Stores
445110	Supermarkets and Other Grocery (except Convenience) Stores
446120	Cosmetics, Beauty Supplies, and Perfume Stores
447110	Gasoline Stations with Convenience Stores
447190	Other Gasoline Stations
448140	Family Clothing Stores
451211	Book Stores
452210	Department Stores
452319	All Other General Merchandise Stores
453210	Office Supplies and Stationery Stores
453910	Pet and Pet Supplies Stores
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)
454110	Electronic Shopping and Mail-Order Houses

454390	Other Direct Selling Establishments
511210	Software Publishers
515210	Cable and Other Subscription Programming
517311	Wired Telecommunications Carriers
517312	Wireless Telecommunications Carriers (except Satellite)
518210	Data Processing, Hosting, and Related Services
541410	Interior Design Services
561710	Exterminating and Pest Control Services
561730	Landscaping Services
561790	Other Services to Buildings and Dwellings
713940	Fitness and Recreational Sports Centers
722410	Drinking Places (Alcoholic Beverages)
722511	Full-Service Restaurants
722513	Limited-Service Restaurants
811111	General Automotive Repair



City of Montgomery
Financial Report
2/28/2022

**CITY OF MONTGOMERY
ACCOUNT BALANCES 02-28-2022
For Meeting of March 22, 2022**

	<u>CHECKING ACCT BALANCES</u>	<u>PRIOR MONTH END INVESTMENTS</u>	<u>TOTAL FUNDS AVAILABLE</u>
<u>GENERAL FUNDS</u>			
OPERATING FUND #1017375	\$ 2,361,088.80		\$ 2,361,088.80
HOME GRANT FUNDS /COPS UNIVERSAL #1032895	\$ 10.00		\$ 10.00
ESCROW FUND #1025873	\$ -		\$ -
PARK FUND #7014236	\$ -		\$ -
POLICE DRUG & MISC FUND #1025675	\$ 10,675.64		\$ 10,675.64
INVESTMENTS - GENERAL FUND		\$ 153,000.00	\$ 153,000.00
TEXPOOL - GENERAL FUND # 00003		\$ 215,531.43	\$ 215,531.43
TEXPOOL - RESERVE FUND # 00001		\$ 861.43	\$ 861.43
TOTAL GENERAL FUND	\$ 2,371,774.44	\$ 369,392.86	\$ 2,741,167.30
<u>CONSTRUCTION FUND</u>			
BUILDING FUND #1058528	\$ -		\$ -
CONSTRUCTION ACCOUNT #1058544	\$ 430,996.42		\$ 430,996.42
BOK FINANCIAL SERIES 2017A	\$ 103,075.10		\$ 103,075.10
BOK FINANCIAL SERIES 2017B	\$ 674,333.86		\$ 674,333.86
TEXPOOL - AMERICAN RESCUE PLAN # 00009		\$ 168,628.19	\$ 168,628.19
TEXPOOL - INFRASTRUCTURE # 0011		\$ 46,707.64	\$ 46,707.64
TEXPOOL - MOBILITY # 0012		\$ 10,001.52	\$ 10,001.52
INVESTMENTS - CONSTRUCTION		\$ -	\$ -
TOTAL CONSTRUCTION FUND	\$ 1,208,405.38	\$ 225,337.35	\$ 1,433,742.73
<u>DEBT SERVICE FUND</u>			
DEBT SERVICE FUND #7024730	\$ 81,685.78		\$ 81,685.78
TEXPOOL DEBT SERVICE # 00008	\$ -	\$ 517.57	\$ 517.57
TOTAL DEBT SERVICE FUND	\$ 81,685.78	\$ 517.57	\$ 82,203.35
<u>COURT SECURITY FUND</u> #1070580			
	\$ 5,212.12	\$ -	\$ 5,212.12
<u>COURT TECHNICAL FUND</u> #1058361			
	\$ 40,842.94	\$ -	\$ 40,842.94
<u>GRANT FUND</u>			
HOME GRANT ACCOUNT #1059104	\$ 10.00		\$ 10.00
GRANT ACCOUNT #1048479	\$ 10.00		\$ 10.00
TOTAL GRANT FUND	\$ 20.00	\$ -	\$ 20.00
<u>HOTEL OCCUPANCY TAX FUND</u> #1025253			
	\$ 19,493.72	\$ -	\$ 19,493.72
<u>MEDC</u>			
CHECKING ACCOUNT #1017938	\$ 1,545,612.93		\$ 1,545,612.93
TEXPOOL - MEDC # 00006		\$ 463,227.62	\$ 463,227.62
TEXPOOL - MEDC # 00005		\$ 176,469.87	\$ 176,469.87
TEXPOOL - MEDC # 00010		\$ 200,046.90	\$ 200,046.90
TOTAL MEDC	\$ 1,545,612.93	\$ 839,744.39	\$ 2,385,357.32
<u>POLICE ASSET FORFEITURES</u> #1047745			
	\$ 12,086.80		\$ 12,086.80
<u>UTILITY FUND</u>			
UTILITY FUND #1017383	\$ 1,746,110.01		\$ 1,746,110.01
INVESTMENTS - UTILITY FUND		\$ 100,000.00	\$ 100,000.00
TEXPOOL - UTILITY FUND # 00002		\$ 659,657.23	\$ 659,657.23
TOTAL UTILITY FUND	\$ 1,746,110.01	\$ 759,657.23	\$ 2,505,767.24
TOTAL ALL FUNDS	\$ 7,031,244.12	\$ 2,194,649.40	\$ 9,225,893.52

<u>INVESTMENTS</u>			
TEXPOOL - GENERAL FUND			\$ 216,392.86
INVESTMENTS - GENERAL FUND			\$ 153,000.00
TEXPOOL - CONST # 00009			\$ 168,628.19
TEXPOOL - CONST # 00011			\$ 46,707.64
TEXPOOL - CONST # 00012			\$ 10,001.52
TEXPOOL - DEBT SERVICE # 00008			\$ 517.57
TEXPOOL - MEDC			\$ 463,227.62
INVESTMENTS - MEDC			\$ 176,469.87
INVESTMENTS - MEDC			\$ 200,046.90
TEXPOOL - UTILITY			\$ 659,657.23
INVESTMENTS - UTILITY			\$ 100,000.00
TOTAL ALL INVESTMENTS			\$ 2,194,649.40

*Note:

List of Disbursements / Receipts - City of Montgomery for period 02/01 to 02/28/2022

Account
Fund: 100 - General Fund

Post Date	Check / Deposit / ACH	Description	Amount
02/18/2022	Deposit	February 2022 Sales Tax Allocation / Distribution	\$ 610,440.11
02/18/2022	Deposit	Centerpoint Energy Franchise Fees	\$ 742.38
02/18/2022	Deposit	Beverage Tax - February 2022	\$ 2,417.93
02/23/2022	Transfer	Transfer from Utility Fund	\$ 2,025.52
02/23/2022	Transfer	Transfer from Utility Fund	\$ 1,113.40
02/28/2022	Deposit	Court Entries - February 2022	\$ 29,653.29
02/28/2022	Deposit	Court Entries - February 2022 - O/S	\$ 1,992.80
02/28/2022	Deposit	Miscellaneous Revenues - February 2022 - O/S	\$ 625.00
02/28/2022	Deposit	Miscellaneous Revenues - February 2022	\$ 46,427.10
02/28/2022	Deposit	Miscellaneous Revenues - February 2022	\$ 587.70
02/28/2022	Deposit	Tax Entries - February 2022 - End of Month	\$ 1,173.32
02/28/2022	Deposit	Tax Entries - February 2022 - Current	\$ 175,965.46
02/28/2022	Deposit	Tax Entries - February 2022 - P&I	\$ 3,126.71
02/28/2022	Deposit	Tax Entries - February 2022 - Outstanding	\$ 5,187.95
02/28/2022	Deposit	Tax Entries - February 2022 - Rendition Penalties	\$ 11.75
02/28/2022	Deposit	Beverage Tax - February 2022	\$ 2,417.93
		Total Deposits	\$ 883,908.35
02/03/2022	ACH	TMRS	\$ (29,728.89)
02/03/2022	ACH	Staples Business Credit	\$ (338.83)
02/04/2022	31958	Amazon Capital Services	\$ (283.20)
02/04/2022	31959	Auto Trust Repairs	\$ (75.00)
02/04/2022	31960	Coburn's Conroe Inc.	\$ (343.59)
02/04/2022	31961	Cody's Lawn Service LLC	\$ (5,706.20)
02/04/2022	31962	Firestone Complete Auto Care Conroe	\$ (1,762.41)
02/04/2022	31963	Houston Chronicle	\$ (108.00)
02/04/2022	31964	Impact Promotional Services LLC	\$ (145.50)
02/04/2022	31965	Iron Mountain	\$ (536.57)
02/04/2022	31966	JK Graphics, Inc.	\$ (425.00)
02/04/2022	31967	Luxury Air Commercial Services	\$ (544.44)
02/04/2022	31968	Michael Shirley	\$ (450.00)
02/04/2022	31969	National Signs LLC	\$ (375.00)
02/04/2022	31970	OCS, Inc.	\$ (4,000.00)
02/04/2022	31971	Office Pride	\$ (1,639.20)
02/04/2022	31972	Optiquet Internet Services, Inc	\$ (214.34)
02/04/2022	31973	Perdue, Brandon, Fielder, Collins, & Mott	\$ (718.80)
02/04/2022	31974	Purchase Power	\$ (1,500.00)
02/04/2022	31975	Rick Hanna, CBO	\$ (9,971.97)
02/04/2022	31976	Sam's Club	\$ (140.00)
02/04/2022	31977	Stowe's Collision Repair LLC	\$ (25.50)
02/04/2022	31978	Texas Specialties/Lone Star Signs	\$ (500.00)
02/04/2022	31979	UniFirst Holdings, Inc.	\$ (525.04)
02/04/2022	31980	Verizon Connect NWF, Inc	\$ (80.95)
02/10/2022	32019	Always Answer	\$ (52.26)
02/10/2022	32020	Amazon Capital Services	\$ (196.39)
02/10/2022	32021	Boydd Products, Inc.	\$ (1,934.00)
02/10/2022	32022	Brenda Milton	\$ (150.00)
02/10/2022	32023	Byron Sanford	\$ (115.15)
02/10/2022	32024	Carol Langley	\$ (446.96)
02/10/2022	32025	Consolidated Communications	\$ (1,423.52)
02/10/2022	32026	Crown Paper and Chemical Inc.	\$ (19.80)
02/10/2022	32027	Entergy	\$ (1,314.45)
02/10/2022	32028	Jim's Hardware	\$ (789.76)
02/10/2022	32029	JK Graphics, Inc.	\$ (6.00)
02/10/2022	32030	LDC	\$ (275.32)
02/10/2022	32031	OCS, Inc.	\$ (1,723.12)
02/10/2022	32032	Robert Rosenquist	\$ (1,000.00)
02/10/2022	32033	Southwest Solutions Group, Inc.	\$ (176.33)
02/10/2022	32034	Thomson Reuters	\$ (89.00)

02/10/2022	32035	TML - IRP	\$ (9,283.34)
02/10/2022	32036	Tyler Technologies	\$ (2,205.00)
02/10/2022	32037	UBEO LLC	\$ (2,015.00)
02/10/2022	32038	Verizon	\$ (366.37)
02/10/2022	32039	Wex Bank	\$ (1,420.12)
02/11/2022	DD	Payroll - 02/11/2022	\$ (57,645.64)
02/11/2022	32015	Regina Rather	\$ (412.11)
02/11/2022	32016	Laurence Daspit	\$ (182.85)
02/11/2022	ACH	EFTPS	\$ (19,123.16)
02/11/2022	ACH	Office of the Attorney General	\$ (1,205.54)
02/11/2022	32040	Innovative Collison and Accessories LLC	\$ (5,801.45)
02/17/2022	32062	Ward, Getz and Associates	\$ (215.00)
02/17/2022	Transfer	Transfer to Court Security	\$ (19.99)
02/17/2022	Transfer	Transfer to Court Technical	\$ (26.64)
02/17/2022	Transfer	Transfer to Hotel Occupancy	\$ (1,041.00)
02/17/2022	Transfer	Transfer to Capital Projects	\$ (3,325.00)
02/17/2022	Transfer	Transfer to MEDC	\$ (3,575.00)
02/17/2022	Transfer	Transfer to Debt Service	\$ (205,165.40)
02/17/2022	Transfer	Transfer to MEDC	\$ (152,610.02)
02/18/2022	32041	Amazon Capital Services	\$ (180.00)
02/18/2022	32042	Card Service Center	\$ (10,977.03)
02/18/2022	32043	Houston Chronicle	\$ (944.20)
02/18/2022	32044	Kambra Drummond	\$ (50.00)
02/18/2022	32045	Montgomery Area Chamber of Commerce	\$ (20.00)
02/18/2022	32046	Municipal Accounts & Consulting, L.P.	\$ (5,226.80)
02/18/2022	32047	Office Pride	\$ (471.08)
02/18/2022	32048	Optiquet Internet Services Inc.	\$ (170.00)
02/18/2022	32049	O'Reilly Automotive, Inc.	\$ (53.84)
02/18/2022	32050	Perdue, Brandon, Fielder, Collins, & Mott	\$ (387.87)
02/18/2022	32051	Rick Hanna, CBO	\$ (10,845.98)
02/18/2022	32052	Thomas Printing & Publishing	\$ (337.26)
02/18/2022	32053	Tyler Technologies	\$ (3,360.00)
02/18/2022	32054	Ward, Getz and Associates	\$ (670.00)
02/18/2022	32055	Ward, Getz and Associates	\$ (13,597.35)
02/18/2022	32056	Ward, Getz and Associates	\$ (720.00)
02/18/2022	32057	Ward, Getz and Associates	\$ (67.50)
02/18/2022	32058	Ward, Getz and Associates	\$ (856.25)
02/18/2022	32059	Ward, Getz and Associates	\$ (270.00)
02/18/2022	32060	Ward, Getz and Associates	\$ (17,922.50)
02/18/2022	32061	Wex Bank	\$ (3,859.00)
02/18/2022	32063	Montgomery Brewing Company	\$ (8,000.00)
02/23/2022	31962	VOID Check 31962	\$ -
02/24/2022	32096	Amazon Capital Services	\$ (768.08)
02/24/2022	32097	Coburn's Conroe Inc.	\$ (1,677.92)
02/24/2022	32098	Conroe Courier.	\$ (17.00)
02/24/2022	32099	Conroe McCaffety Electric Co. Inc.	\$ (21,815.00)
02/24/2022	32100	Consolidated Communications	\$ (129.06)
02/24/2022	32101	Entergy	\$ (1,113.81)
02/24/2022	32102	Johnson Petrov LLP	\$ (8,004.30)
02/24/2022	32103	McCoy's Building Supply Corporation	\$ (91.07)
02/24/2022	32104	Medical Air Services Association	\$ (140.00)
02/24/2022	32105	Verizon Connect NWF, Inc	\$ (80.95)
02/24/2022	32106	Jones & Carter, Inc	\$ (600.00)
02/24/2022	32107	Thomas Printing & Publishing	\$ (97.45)
02/25/2022	DD	Payroll - 02/25/2022	\$ (56,856.47)
02/25/2022	32067	Regina Rather	\$ (441.20)
02/25/2022	32088	Laurence Daspit	\$ (182.85)
02/25/2022	ACH	Aflac	\$ (1,217.40)
02/25/2022	ACH	EFTPS	\$ (18,736.80)
02/25/2022	32110	Medical Air Services Association	\$ (116.28)
02/25/2022	ACH	Office of the Attorney General	\$ (1,205.54)
02/25/2022	ACH	TML-Health	\$ (24,540.32)
02/25/2022	ACH	TMRS	\$ (25,943.91)
02/25/2022	32114	Katelyn Justice	\$ (150.00)
02/25/2022	32115	Medical Air Services Association	\$ (23.72)
02/25/2022	32116	Melissa Griffin	\$ (224.00)
02/25/2022	VOID	VOID Check 32104 (MASA)	\$ -

02/28/2022	ACH	Bank Service Charges / Returns		\$ (1,761.41)
			Total Disbursements	\$ (780,410.32)

Fund: 200 - Capital Projects

Post Date	Check / Deposit / ACH	Description		Amount
02/28/2022	Transfer	Transfer from General Fund		\$ 3,325.00
			Total Deposits	\$ 3,325.00
02/17/2022	1377	R&B Group, Incorporated		\$ (252,441.00)
02/17/2022	1378	Ward, Getz and Associates		\$ (4,312.50)
02/17/2022	1379	Ward, Getz and Associates		\$ (723.75)
02/17/2022	1380	Ward, Getz and Associates		\$ (3,018.75)
02/24/2022	1381	Jones & Carter, Inc		\$ (10,902.20)
			Total Disbursements	\$ (271,398.20)

Fund: 300 - Water & Sewer

Post Date	Check / Deposit / ACH	Description		Amount
02/28/2022	Deposit	February 2022 A/R Collections		\$ 80.00
02/28/2022	Deposit	February 2022 A/R Collections		\$ 3,025.00
02/28/2022	Deposit	February 2022 A/R Collections		\$ 820.00
02/28/2022	Deposit	February 2022 A/R Collections		\$ 5,250.44
02/28/2022	Deposit	February 2022 A/R Collections		\$ 1,061.90
02/28/2022	Deposit	February 2022 A/R Collections		\$ 185,805.45
			Total Deposits	\$ 196,042.79

02/03/2022	ACH	State Comptroller		\$ (1,368.07)
02/04/2022	15680	Accurate Utility Supply, LLC		\$ (1,785.00)
02/04/2022	15681	Adams Homes		\$ (173.40)
02/04/2022	15682	Amazon Capital Services		\$ (259.96)
02/04/2022	15683	ASGI Homes		\$ (93.06)
02/04/2022	15684	Badger Meter		\$ (1,022.61)
02/04/2022	15685	Coburn's Conroe Inc.		\$ (198.00)
02/04/2022	15686	DataProse, LLC		\$ (765.66)
02/04/2022	15687	Electrical Field Services, Inc.		\$ (1,340.33)
02/04/2022	15688	Jack Mobley		\$ (171.87)
02/04/2022	15689	Jennifer Jackson		\$ (71.87)
02/04/2022	15690	Kelly Johnston		\$ (73.59)
02/04/2022	15691	Lake Conroe Management		\$ (71.87)
02/04/2022	15692	Loretta Coats		\$ (71.87)
02/04/2022	15693	Marisa Cooper		\$ (62.93)
02/04/2022	15694	Spherion Staffing, LLC		\$ (748.80)
02/04/2022	15695	Stephanie Lewis		\$ (70.15)
02/04/2022	15696	Stylecraft Builders		\$ (175.12)
02/11/2022	15697	Electrical Field Services, Inc.		\$ (2,585.35)
02/11/2022	15698	Entergy		\$ (8,022.73)
02/11/2022	15699	LDC		\$ (56.68)
02/11/2022	15700	Spherion Staffing, LLC		\$ (798.72)
02/11/2022	15701	Texas Excavation Safety System, Inc.		\$ (90.25)
02/11/2022	15702	Waste Management (2)		\$ (2,303.16)
02/17/2022	15703	H2O Innovation		\$ (28,329.04)
02/17/2022	15704	Spherion Staffing, LLC		\$ (998.40)
02/17/2022	15705	Ward, Getz and Associates		\$ (4,253.75)
02/17/2022	15706	Ward, Getz and Associates		\$ (1,000.00)
02/17/2022	15707	Ward, Getz and Associates		\$ (2,201.25)
02/17/2022	15708	Waste Management		\$ (15,826.25)
02/17/2022	Transfer	Transfer to General Fund		\$ (2,025.52)
02/17/2022	Transfer	Transfer to General Fund		\$ (1,113.40)
02/24/2022	15709	Accurate Utility Supply, LLC		\$ (13,469.68)
02/24/2022	15710	Coburn's Conroe Inc.		\$ (16.00)
02/24/2022	15711	DXI Industries Inc.		\$ (100.00)
02/24/2022	15712	Electrical Field Services, Inc.		\$ (3,400.00)
02/24/2022	15713	Spherion Staffing, LLC		\$ (998.40)
02/24/2022	15714	Vulcan Materials Company		\$ (270.86)
02/28/2022	ACH	Bank Service Charges / Returns		\$ (3,017.48)
			Total Disbursements	\$ (99,401.08)

Fund: 400 - MEDC

Post Date	Check / Deposit / ACH	Description	Amount
02/28/2022	Transfer	Transfer from General Fund	\$ 3,575.00
02/28/2022	Transfer	Transfer from General Fund	\$ 152,610.02
		Total Deposits	\$ 156,185.02
02/04/2022	2169	Amy Brown	\$ (3,088.04)
02/04/2022	2170	Rebecca Huss	\$ (1,500.00)
02/11/2022	2171	Houston Barricade and Supply LLC	\$ (4,604.78)
02/24/2022	2172	Reflective Life Ministries	\$ (5,000.00)
		Total Disbursements	\$ (14,192.82)

Fund: 500 - Debt Service

Post Date	Check / Deposit / ACH	Description	Amount
02/28/2022	Transfer	Transfer from General Fund	\$ 205,165.40
		Total Deposits	\$ 205,165.40
02/28/2022	ACH	First National Bank of Huntsville	\$ (89,646.25)
02/28/2022	ACH	BOK Financial	\$ (89,881.25)
02/28/2022	ACH	BOK Financial	\$ (295,889.91)
02/28/2022	ACH	BOK Financial	\$ (54,967.25)
		Total Disbursements	\$ (530,384.66)

Fund: 600 - Grant Account - No activity for Month of February

Fund: 700 - Court Security

Post Date	Check / Deposit / ACH	Description	Amount
02/28/2022	Transfer	Transfer from General Fund	\$ 19.99
		Total Deposits	\$ 19.99

Fund: 750 - Court Technology

Post Date	Check / Deposit / ACH	Description	Amount
02/28/2022	Transfer	Transfer from General Fund	\$ 26.64
		Total Deposits	\$ 26.64

Fund: 800 - Hotel Occupancy

Post Date	Check / Deposit / ACH	Description	Amount
02/28/2022	Transfer	Transfer from General Fund	\$ 1,041.00
		Total Deposits	\$ 1,041.00

Fund: 850 -Police Asset Forfeiture - No activity for Month of February

Interest on Bank Accounts:			Amount
BOK Financial 2123	Series 2017B		\$ 0.53
BOK Financial 2124	Series 2017A		\$ 3.49
Texpool XXXX0002	Utility Fund		\$ 32.01
Texpool XXXX0003	General Fund		\$ 1.12
Texpool XXXX0005	MEDC Fund - Reimb		\$ 8.36
Texpool XXXX0006	MEDC Fund		\$ 22.66
Texpool XXXX0009	Capital Projects - American Rescue Plan		\$ 8.11
Texpool XXXX0010	MEDC Fund - Downtown Development		\$ 9.69
Texpool XXXX0011	Capital Projects - Mobility		\$ 2.29
Texpool XXXX0012	Capital Projects - Infrastructure		\$ 0.42
FFB General Fund XXXX7375	General Fund		\$ 74.89
FFB General Fund XXXX7383	Utility Fund		\$ 52.35
FFB General Fund XXXX7938	MEDC Fund		\$ 44.64
FFB General Fund XXXX8361	Court Tech Fund		\$ 0.62
FFB General Fund XXXX5253	Hotel Occupancy		\$ 0.29
FFB General Fund XXXX4730	Debt Service		\$ 9.21

Notes: CD's in the amount of \$200,000.00 Matured on 02/27 and 02/28 and were deposited into Texpool 0003.
Interest in the amount of \$286.03 was also deposited.



City of Montgomery, TX

Budget Summary - 02/2022

Account Summary

For Fiscal: 2021-2022 Period Ending: 02/28/2022

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Fund: 100 - General Fund						
Revenue						
100-00-14010-0000000	Taxes & Franchise Fees - Beverage Tax	31,000.00	31,000.00	2,417.93	11,839.00	19,161.00
100-00-14020-0000000	Taxes & Franchise Fees - Franchise Tax	95,000.00	95,000.00	742.38	7,676.41	87,323.59
100-00-14030-0000000	Taxes & Franchise Fees - Ad Valorem Taxes	889,101.00	889,101.00	117,951.81	876,798.63	12,302.37
100-00-14040-0000000	Taxes & Franchise Fees - PID Tax Revenue	39,000.00	39,000.00	0.00	38,564.38	435.62
100-00-14050-0000000	Taxes & Franchise Fees - Penalties & Interest	10,000.00	10,000.00	2,012.89	2,857.74	7,142.26
100-00-14060-0000000	Taxes & Franchise Fees - Rendition Penalties	100.00	100.00	11.75	42.78	57.22
100-00-14070-0000000	Taxes & Franchise Fees - Sales Tax	2,305,576.00	2,305,576.00	305,220.06	998,298.60	1,307,277.40
100-00-14080-0000000	Taxes & Franchise Fees - Sales Tax ILO AdVal ...	1,152,789.00	1,152,789.00	152,610.03	499,149.30	653,639.70
100-00-14110-0000000	Permits & Licenses - Building Permits/MEP	250,000.00	250,000.00	36,343.00	190,326.50	59,673.50
100-00-14120-0000000	Permits & Licenses - Vendor/Beverage Permits	1,500.00	1,500.00	750.00	1,850.00	-350.00
100-00-14130-0000000	Permits & Licenses - Sign Fee	1,000.00	1,000.00	100.00	1,250.00	-250.00
100-00-14140-0000000	Permits & Licenses - Plats, Zoning, Misc.	5,000.00	5,000.00	0.00	1,693.00	3,307.00
100-00-14150-0000000	Permits & Licenses - Culverts	0.00	0.00	0.00	609.75	-609.75
100-00-14210-0000000	Fees for Service - Community Building Rental	16,000.00	16,000.00	100.00	4,450.00	11,550.00
100-00-14230-0000000	Fees for Service - Right of Way Use Fees	5,000.00	5,000.00	1,539.07	3,227.87	1,772.13
100-00-14310-0000000	Court Fines & Forfeitures - Collection Fees	15,000.00	15,000.00	2,335.33	6,078.63	8,921.37
100-00-14320-0000000	Court Fines & Forfeitures - Asset Forfeitures	100.00	100.00	0.00	0.00	100.00
100-00-14340-0000000	Court Fines & Forfeitures - Child Belt/Safety	500.00	500.00	25.00	150.00	350.00
100-00-14360-0000000	Court Fines & Forfeitures - Fines	300,000.00	300,000.00	28,811.62	122,529.27	177,470.73
100-00-14370-0000000	Court Fines & Forfeitures - OMNI	1,600.00	1,600.00	244.39	553.65	1,046.35
100-00-14390-0000000	Court Fines & Forfeitures - Warrant Fees	50.00	50.00	0.00	0.00	50.00
100-00-14400-0000000	Court Fines & Forfeitures - Judicial Efficiency	700.00	700.00	18.14	44.34	655.66
100-00-14410-0000000	Court Fines & Forfeitures - Accident Reports	500.00	500.00	0.00	0.00	500.00
100-00-14530-0000000	Other Revenues - Wrecker Service Fees	245.00	245.00	0.00	0.00	245.00
100-00-14570-0000000	Other Revenues - Leose Funds - PD	1,300.00	1,300.00	1,111.94	1,111.94	188.06
100-00-14650-0000000	Other Revenues - Unanticipated Income	15,000.00	15,000.00	760.59	19,732.16	-4,732.16
100-00-14670-0000000	Other Revenues - Interest Income	750.00	750.00	0.00	230.15	519.85
100-00-14680-0000000	Other Revenues - Interest on Investments	1,200.00	1,200.00	286.03	288.18	911.82
100-00-14880-F4332DR	Other Revenues - FEMA Reimb - Atkins Creek	0.00	0.00	0.00	29,105.98	-29,105.98
100-00-14910-0000000	Other Revenues - Grant Revenue - Police	42,075.00	42,075.00	0.00	765.50	41,309.50
100-00-14930-0000000	Other Revenues - American Rescue Plan Funds	168,494.00	168,494.00	0.00	0.00	168,494.00
100-00-14950-0000000	Transfers In - Admin from MEDC	55,000.00	55,000.00	4,583.33	22,916.66	32,083.34
100-00-14960-0000000	Transfers In - Admin from Court Security	2,500.00	2,500.00	0.00	0.00	2,500.00
	Revenue Total:	5,406,080.00	5,406,080.00	657,975.29	2,842,140.42	2,563,939.58
Expense						
100-10-16002-0000000	Personnel - Health Insurance	45,000.00	45,000.00	3,077.35	17,976.20	27,023.80
100-10-16003-0000000	Personnel - Unemployment Insurance	1,000.00	1,000.00	944.09	994.60	5.40
100-10-16004-0000000	Personnel - Workers Comp	3,500.00	3,500.00	99.87	3,136.44	363.56
100-10-16005-0000000	Personnel - Dental & Vision Insurance	4,500.00	4,500.00	264.07	1,591.65	2,908.35
100-10-16006-0000000	Personnel - Life & AD&D Insurance	700.00	700.00	0.00	257.20	442.80
100-10-16008-0000000	Personnel - Payroll Taxes	35,000.00	35,000.00	1,721.49	14,980.35	20,019.65
100-10-16009-0000000	Personnel - Wages	465,500.00	465,500.00	38,482.63	207,626.28	257,873.72
100-10-16010-0000000	Personnel - Overtime	1,000.00	1,000.00	2,908.55	3,700.89	-2,700.89
100-10-16011-0000000	Personnel - Employee Assistance Program	500.00	500.00	0.00	0.00	500.00
100-10-16012-0000000	Personnel - Retirement Expense	45,000.00	45,000.00	2,207.11	18,825.27	26,174.73
100-10-16013-0000000	Personnel - MASA	400.00	400.00	0.00	98.00	302.00
100-10-16014-0000000	Personnel - COLA	8,961.00	8,961.00	0.00	0.00	8,961.00
100-10-16015-0000000	Personnel - Dependent Insurance	21,950.00	21,950.00	0.00	0.00	21,950.00
100-10-16101-0000000	Communications - Advertising / Promotion	2,000.00	2,000.00	0.00	0.00	2,000.00
100-10-16102-0000000	Communications - Legal Notices & Publications	5,000.00	5,000.00	1,052.20	1,356.40	3,643.60
100-10-16103-0000000	Communications - Recording Fees	2,500.00	2,500.00	0.00	0.00	2,500.00

Budget Summary - 02/2022

For Fiscal: 2021-2022 Period Ending: 02/28/2022

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
100-10-16104-0000000	Communications - Community Relations	4,000.00	4,000.00	115.59	620.20	3,379.80
100-10-16202-0000000	Contract Services - General Consultant Fees	20,000.00	20,000.00	0.00	39.65	19,960.35
100-10-16203-0000000	Contract Services - Sales Tax Tracking	8,000.00	8,000.00	0.00	5,600.00	2,400.00
100-10-16209-0000000	Contract Services - Records Shredding	400.00	400.00	134.14	196.00	204.00
100-10-16210-0000000	Contract Services - Inspections Permits Backfl...	195,000.00	195,000.00	20,817.95	79,712.94	115,287.06
100-10-16213-0000000	Contract Services - Legal Fees	40,000.00	40,000.00	7,552.80	17,795.30	22,204.70
100-10-16216-0000000	Contract Services - Audit Fees	25,000.00	25,000.00	0.00	0.00	25,000.00
100-10-16217-0000000	Contract Services - Engineering	2,000.00	2,000.00	0.00	0.00	2,000.00
100-10-16223-0000000	Contract Services - Accounting Fees	35,000.00	35,000.00	5,226.80	23,191.40	11,808.60
100-10-16224-0000000	Contract Services - Repairs & Maintenance	1,000.00	1,000.00	0.00	0.00	1,000.00
100-10-16239-0000000	Contract Services - Printing & Office supplies	5,000.00	5,000.00	283.37	1,167.42	3,832.58
100-10-16241-0000000	Contract Services - Computers/Website	2,500.00	2,500.00	0.00	0.00	2,500.00
100-10-16242-0000000	Contract Services - Postage/Delivery	2,000.00	2,000.00	165.00	956.18	1,043.82
100-10-16243-0000000	Contract Services - Telephone	12,000.00	12,000.00	336.13	3,673.65	8,326.35
100-10-16244-0000000	Contract Services - Tax Assessor Fees	10,000.00	10,000.00	0.00	2,430.67	7,569.33
100-10-16245-0000000	Contract Services - Election	14,500.00	14,500.00	0.00	20.00	14,480.00
100-10-16249-0000000	Contract Services - Computer/Technology	19,500.00	19,500.00	1,128.29	6,118.91	13,381.09
100-10-16252-0000000	Contract Services- Code Enforcement	30,000.00	30,000.00	0.00	3,250.00	26,750.00
100-10-16254-0000000	Contract Services - Software Upgrades	78,500.00	78,500.00	5,565.00	26,076.67	52,423.33
100-10-16404-0000000	Supplies & Equipment - Copier/Fax Machine	10,000.00	10,000.00	740.00	4,310.37	5,689.63
100-10-16405-0000000	Supplies & Equipment - Operating Supplies	4,000.00	4,000.00	448.95	709.00	3,291.00
100-10-16417-0000000	Supplies & Equipment - Capital Pur. Furniture	1,500.00	1,500.00	0.00	0.00	1,500.00
100-10-16502-0000000	Staff Development - Dues & Subscriptions	5,000.00	5,000.00	106.00	776.00	4,224.00
100-10-16503-0000000	Staff Development - Travel & Training Staff	10,000.00	10,000.00	1,408.71	3,726.23	6,273.77
100-10-16504-0000000	Staff Development - Travel & Training Council	5,000.00	5,000.00	1,432.11	1,997.95	3,002.05
100-10-16701-0000000	Insurance - Liability	7,000.00	7,000.00	709.54	2,652.24	4,347.76
100-10-16702-0000000	Insurance - Property	5,300.00	5,300.00	403.36	2,030.15	3,269.85
100-10-16703-0000000	Insurance - Bond	500.00	500.00	0.00	0.00	500.00
100-10-16915-0000000	Capital Outlay - Laserfische Software	7,200.00	7,200.00	0.00	0.00	7,200.00
100-10-16923-0000000	Capital Outlay - General Improvements	0.00	0.00	343.59	343.59	-343.59
100-10-17001-0000000	Misc Expenses - Other	1,000.00	1,000.00	0.00	3,994.83	-2,994.83
100-10-17004-0000000	Misc Expenses - Captial Proj Trans Infra 24013	349,809.00	349,809.00	0.00	0.00	349,809.00
100-10-17180-0000000	Leases - Parks and Recreation - Adams Park	8,000.00	8,000.00	0.00	5,441.95	2,558.05
100-10-17310-KROGERO	Tax Rebatement -Sales Tax Rebate	250,000.00	250,000.00	20,833.33	104,166.67	145,833.33
100-10-17320-380AGRO	Tax Rebatement - 380 Ad Valorem Tax Rebate	115,000.00	115,000.00	9,583.33	47,916.67	67,083.33
100-10-17330-0000000	Tax Rebatement - PID Property Tax Reimb	38,815.00	38,815.00	0.00	0.00	38,815.00
100-11-16002-0000000	Personnel - Health Insurance	123,000.00	123,000.00	8,659.16	50,122.22	72,877.78
100-11-16003-0000000	Personnel - Unemployment Insurance	2,260.00	2,260.00	2,152.75	2,229.98	30.02
100-11-16004-0000000	Personnel - Workers Comp	27,000.00	27,000.00	1,522.18	12,298.54	14,701.46
100-11-16005-0000000	Personnel - Dental & Vision Insurance	12,000.00	12,000.00	716.41	4,426.19	7,573.81
100-11-16006-0000000	Personnel - Life & AD&D Insurance	4,200.00	4,200.00	0.00	1,233.60	2,966.40
100-11-16008-0000000	Personnel - Payroll Taxes	105,000.00	105,000.00	2,806.15	28,649.25	76,350.75
100-11-16009-0000000	Personnel - Wages	965,000.00	965,000.00	79,565.18	405,478.96	559,521.04
100-11-16010-0000000	Personnel - Overtime	50,000.00	50,000.00	4,078.32	29,383.55	20,616.45
100-11-16011-0000000	Personnel - Employee Assistance Program	1,050.00	1,050.00	0.00	0.00	1,050.00
100-11-16012-0000000	Personnel - Retirement Expense	90,000.00	90,000.00	3,662.56	36,725.38	53,274.62
100-11-16013-0000000	Personnel - MASA	850.00	850.00	0.00	280.00	570.00
100-11-16014-0000000	Personnel - COLA	18,850.00	18,850.00	0.00	0.00	18,850.00
100-11-16015-0000000	Personnel - Dependent Insurance	49,850.00	49,850.00	0.00	0.00	49,850.00
100-11-16104-0000000	Communications - Community Relations	5,500.00	5,500.00	42.70	3,426.46	2,073.54
100-11-16209-0000000	Contract Services - Records Shredding	500.00	500.00	134.15	196.00	304.00
100-11-16227-0000000	Contract Services - Gas/Oil	40,000.00	40,000.00	3,859.00	17,431.68	22,568.32
100-11-16229-0000000	Contract Services - Auto Repairs	27,000.00	27,000.00	7,899.72	20,157.89	6,842.11
100-11-16230-0000000	Contract Services - Equipment repairs	5,000.00	5,000.00	0.00	0.00	5,000.00
100-11-16239-0000000	Contract Services - Printing & Office supplies	4,000.00	4,000.00	40.08	499.07	3,500.93
100-11-16241-0000000	Contract Services - Computers/Website	8,000.00	8,000.00	0.00	0.00	8,000.00
100-11-16242-0000000	Contract Services - Postage/Delivery	500.00	500.00	22.50	240.47	259.53
100-11-16243-0000000	Contract Services - Telephone	10,000.00	10,000.00	474.57	4,279.37	5,720.63
100-11-16247-0000000	Contract Services - Mobil Data Terminal	12,000.00	12,000.00	0.00	3,654.22	8,345.78

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
100-11-16249-0000000	Contract Services - Computer/Technology	10,000.00	10,000.00	2,342.79	11,846.68	-1,846.68
100-11-16401-0000000	Supplies & Equipment - Radio Fees	5,200.00	5,200.00	0.00	0.00	5,200.00
100-11-16402-0000000	Supplies & Equipment - Uniforms & Safety Eq...	9,000.00	9,000.00	577.65	3,196.54	5,803.46
100-11-16403-0000000	Supplies & Equipment - Protective Gear	7,000.00	7,000.00	0.00	0.00	7,000.00
100-11-16404-0000000	Supplies & Equipment - Copier/Fax Machine	5,500.00	5,500.00	465.00	2,723.70	2,776.30
100-11-16405-0000000	Supplies & Equipment - Operating Supplies	7,000.00	7,000.00	729.94	2,668.56	4,331.44
100-11-16411-0000000	Supplies & Equipment - Tools, Etc,	300.00	300.00	0.00	0.00	300.00
100-11-16415-0000000	Supplies & Equipment - Emergency Equipment	15,000.00	15,000.00	134.94	2,364.23	12,635.77
100-11-16416-0000000	Supplies & Equipment - Radios	21,902.00	21,902.00	1,170.00	1,170.00	20,732.00
100-11-16417-0000000	Supplies & Equipment - Capital Pur. Furniture	1,500.00	1,500.00	0.00	0.00	1,500.00
100-11-16502-0000000	Staff Development - Dues & Subscriptions	2,500.00	2,500.00	50.00	923.25	1,576.75
100-11-16503-0000000	Staff Development - Travel & Training Staff	21,000.00	21,000.00	1,849.10	9,845.24	11,154.76
100-11-16701-0000000	Insurance - Liability	17,000.00	17,000.00	2,147.46	8,577.30	8,422.70
100-11-16702-0000000	Insurance - Property	5,000.00	5,000.00	406.00	2,151.10	2,848.90
100-11-16906-0000000	Capital Outlay - Police Cars	40,000.00	40,000.00	0.00	0.00	40,000.00
100-11-16907-0000000	Capital Outlay - Emergency Lights, Decals	7,500.00	7,500.00	500.00	2,059.87	5,440.13
100-11-16910-0000000	Capital Outlay - Vehicle Replacement - CPF 24...	15,000.00	15,000.00	0.00	0.00	15,000.00
100-11-16911-0000000	Capital Outlay - Computers Equipment	18,000.00	18,000.00	0.00	5,626.94	12,373.06
100-11-16912-0000000	Capital Outlay - Copsync	7,000.00	7,000.00	0.00	0.00	7,000.00
100-11-16913-0000000	Capital Outlay - Radar	12,500.00	12,500.00	0.00	6,387.00	6,113.00
100-11-16916-0000000	Capital Outlay - Investigate & Testing Equipm...	6,500.00	6,500.00	138.96	4,216.22	2,283.78
100-11-16917-0000000	Capital Outlay - Ballistic Vests & Shields	14,000.00	14,000.00	1,934.00	1,934.00	12,066.00
100-11-16918-0000000	Capital Outlay - Miscellaneous	0.00	0.00	0.00	42,075.00	-42,075.00
100-11-16919-0000000	Capital Outlay - Patrol Weapons	12,000.00	12,000.00	676.45	7,221.19	4,778.81
100-11-16920-0000000	Capital Outlay - Traffic Equipment	27,000.00	27,000.00	0.00	47,397.00	-20,397.00
100-11-16921-0000000	Capital Outlay - Office Maintenance	11,800.00	11,800.00	0.00	5,893.26	5,906.74
100-11-17001-0000000	Misc Expenses - Other	2,500.00	2,500.00	-1,960.34	2,197.12	302.88
100-12-16002-0000000	Personnel - Health Insurance	23,000.00	23,000.00	3,012.66	9,197.71	13,802.29
100-12-16003-0000000	Personnel - Unemployment Insurance	400.00	400.00	564.09	606.23	-206.23
100-12-16004-0000000	Personnel - Workers Comp	6,000.00	6,000.00	322.09	4,573.28	1,426.72
100-12-16005-0000000	Personnel - Dental & Vision Insurance	1,800.00	1,800.00	243.52	777.38	1,022.62
100-12-16006-0000000	Personnel - Life & AD&D Insurance	300.00	300.00	0.00	46.80	253.20
100-12-16008-0000000	Personnel - Payroll Taxes	12,900.00	12,900.00	1,787.11	5,587.28	7,312.72
100-12-16009-0000000	Personnel - Wages	155,800.00	155,800.00	29,592.97	73,314.81	82,485.19
100-12-16010-0000000	Personnel - Overtime	2,000.00	2,000.00	763.12	2,339.91	-339.91
100-12-16011-0000000	Personnel - Employee Assistance Program	500.00	500.00	0.00	0.00	500.00
100-12-16012-0000000	Personnel - Retirement Expense	10,915.00	10,915.00	2,271.86	6,168.21	4,746.79
100-12-16013-0000000	Personnel - MASA	0.00	0.00	0.00	28.00	-28.00
100-12-16014-0000000	Personnel - COLA	2,806.00	2,806.00	0.00	0.00	2,806.00
100-12-16015-0000000	Personnel - Dependent Insurance	5,400.00	5,400.00	0.00	0.00	5,400.00
100-12-16101-0000000	Communications - Advertising / Promotion	500.00	500.00	0.00	0.00	500.00
100-12-16102-0000000	Communications - Legal Notices & Publications	1,500.00	1,500.00	0.00	0.00	1,500.00
100-12-16104-0000000	Communications - Community Relations	1,000.00	1,000.00	0.00	0.00	1,000.00
100-12-16202-0000000	Contract Services - General Consultant Fees	0.00	0.00	0.00	53.65	-53.65
100-12-16208-0000000	Contract Services - Mowing	116,000.00	116,000.00	5,706.20	27,856.35	88,143.65
100-12-16209-0000000	Contract Services - Records Shredding	150.00	150.00	0.00	0.00	150.00
100-12-16213-0000000	Contract Services - Legal Fees	2,500.00	2,500.00	0.00	0.00	2,500.00
100-12-16217-0000000	Contract Services - Engineering	85,000.00	85,000.00	17,964.92	29,500.55	55,499.45
100-12-16224-0000000	Contract Services - Repairs & Maintenance	9,300.00	9,300.00	2,110.28	4,950.73	4,349.27
100-12-16225-0000000	Contract Services - Downtown Repairs	1,500.00	1,500.00	91.07	236.23	1,263.77
100-12-16226-0000000	Contract Services - Maint - Vehicles & Equipm...	3,000.00	3,000.00	82.19	429.37	2,570.63
100-12-16227-0000000	Contract Services - Gas/Oil	7,750.00	7,750.00	710.06	2,780.93	4,969.07
100-12-16229-0000000	Contract Services - Auto Repairs	5,000.00	5,000.00	53.84	1,627.56	3,372.44
100-12-16230-0000000	Contract Services - Equipment repairs	5,500.00	5,500.00	17.89	200.50	5,299.50
100-12-16231-0000000	Contract Services - Bldg Repairs-City Hall/Co...	18,000.00	18,000.00	836.04	8,938.83	9,061.17
100-12-16232-0000000	Contract Services - Street Repairs - Minor	20,000.00	20,000.00	0.00	278.24	19,721.76
100-12-16233-0000000	Contract Services - Streets-Preventive Mainte...	7,000.00	7,000.00	0.00	0.00	7,000.00
100-12-16234-0000000	Contract Services - City Hall Cleaning - COVID ...	2,000.00	2,000.00	0.00	0.00	2,000.00
100-12-16237-0000000	Contract Services - Mosquito Spraying	5,500.00	5,500.00	0.00	580.00	4,920.00

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100-12-16238-0000000	Contract Services - Street Signs	3,000.00	3,000.00	415.07	1,079.07	1,920.93
100-12-16239-0000000	Contract Services - Printing & Office supplies	1,200.00	1,200.00	0.00	217.36	982.64
100-12-16241-0000000	Contract Services - Computers/Website	750.00	750.00	0.00	0.00	750.00
100-12-16242-0000000	Contract Services - Postage/Delivery	750.00	750.00	0.00	192.66	557.34
100-12-16243-0000000	Contract Services - Telephone	8,400.00	8,400.00	629.99	3,503.99	4,896.01
100-12-16249-0000000	Contract Services - Computer/Technology	18,000.00	18,000.00	2,530.74	14,097.98	3,902.02
100-12-16402-0000000	Supplies & Equipment - Uniforms & Safety Eq...	3,900.00	3,900.00	262.52	1,687.79	2,212.21
100-12-16405-0000000	Supplies & Equipment - Operating Supplies	9,000.00	9,000.00	173.28	1,312.65	7,687.35
100-12-16406-0000000	Supplies & Equipment - Streets & Drainage	3,500.00	3,500.00	0.00	12.99	3,487.01
100-12-16407-0000000	Supplies & Equipment - Cedar Break Park	6,500.00	6,500.00	0.00	829.65	5,670.35
100-12-16408-0000000	Supplies & Equipment - Homecoming Park	2,000.00	2,000.00	0.00	863.47	1,136.53
100-12-16409-0000000	Supplies & Equipment - Fernland Park	2,750.00	2,750.00	27.44	409.85	2,340.15
100-12-16410-0000000	Supplies & Equipment - Community Building	2,000.00	2,000.00	0.00	326.07	1,673.93
100-12-16411-0000000	Supplies & Equipment - Tools, Etc,	2,750.00	2,750.00	94.12	1,348.98	1,401.02
100-12-16412-0000000	Supplies & Equipment - Memory Park	2,000.00	2,000.00	0.00	232.93	1,767.07
100-12-16413-0000000	Supplies & Equipment - Culverts	3,000.00	3,000.00	0.00	620.00	2,380.00
100-12-16414-0000000	Supplies & Equipment - Code Enforcement	1,000.00	1,000.00	0.00	0.00	1,000.00
100-12-16502-0000000	Staff Development - Dues & Subscriptions	2,000.00	2,000.00	439.00	579.00	1,421.00
100-12-16503-0000000	Staff Development - Travel & Training Staff	5,000.00	5,000.00	715.00	1,556.55	3,443.45
100-12-16601-0000000	Maintenance - Park Maint - Memory Pk	25,000.00	25,000.00	187.37	445.34	24,554.66
100-12-16602-0000000	Maintenance - Park Maint - Fernland	20,000.00	20,000.00	54.24	509.97	19,490.03
100-12-16603-0000000	Maintenance - Park Maint - Cedar Brake Park	25,000.00	25,000.00	501.60	4,082.93	20,917.07
100-12-16604-0000000	Maintenance - Park Maint - Homecoming Park	20,000.00	20,000.00	0.00	55.07	19,944.93
100-12-16701-0000000	Insurance - Liability	2,400.00	2,400.00	178.19	890.95	1,509.05
100-12-16702-0000000	Insurance - Property	1,340.00	1,340.00	87.00	460.95	879.05
100-12-16803-0000000	Utilities - Electronic Sign-City	1,000.00	1,000.00	200.08	602.03	397.97
100-12-16804-0000000	Utilities - Street Lights	12,000.00	12,000.00	1,113.81	4,279.92	7,720.08
100-12-16805-0000000	Utilities - Downtown Utilities	1,200.00	1,200.00	113.13	537.43	662.57
100-12-16806-0000000	Utilities - Cedar Brake Park	2,200.00	2,200.00	186.35	934.61	1,265.39
100-12-16807-0000000	Utilities - Homecoming Park	1,500.00	1,500.00	127.97	601.01	898.99
100-12-16808-0000000	Utilities - Fernland Park	5,800.00	5,800.00	753.06	2,577.23	3,222.77
100-12-16809-0000000	Utilities - City Hall	13,000.00	13,000.00	341.92	3,390.51	9,609.49
100-12-16811-0000000	Utilities - Community Center Building	5,000.00	5,000.00	431.71	1,824.67	3,175.33
100-12-16812-0000000	Utilities - Memory Park	8,000.00	8,000.00	65.98	457.64	7,542.36
100-12-16911-0000000	Capital Outlay - Computers Equipment	4,000.00	4,000.00	0.00	0.00	4,000.00
100-12-16922-0000000	Capital Outlay - Public Works Items	7,000.00	7,000.00	0.00	0.00	7,000.00
100-12-16923-0000000	Capital Outlay - General Improvements	100,000.00	100,000.00	24,437.01	98,846.78	1,153.22
100-12-16924-0000000	Capital Outlay - Drainage Improvements	10,000.00	10,000.00	0.00	2,950.00	7,050.00
100-12-17001-0000000	Misc Expenses - Other	4,000.00	4,000.00	0.00	268.90	3,731.10
100-12-17150-0000000	Contract Labor - Streets	220,000.00	220,000.00	0.00	8,730.00	211,270.00
100-13-16002-0000000	Personnel - Health Insurance	25,500.00	25,500.00	1,550.72	9,047.04	16,452.96
100-13-16003-0000000	Personnel - Unemployment Insurance	500.00	500.00	365.76	381.08	118.92
100-13-16004-0000000	Personnel - Workers Comp	1,800.00	1,800.00	100.11	1,474.81	325.19
100-13-16005-0000000	Personnel - Dental & Vision Insurance	2,000.00	2,000.00	121.81	724.41	1,275.59
100-13-16006-0000000	Personnel - Life & AD&D Insurance	200.00	200.00	0.00	37.44	162.56
100-13-16007-0000000	Personnel - Crime Insurance	600.00	600.00	40.71	203.55	396.45
100-13-16008-0000000	Personnel - Payroll Taxes	14,500.00	14,500.00	538.83	5,205.83	9,294.17
100-13-16009-0000000	Personnel - Wages	162,300.00	162,300.00	13,852.48	62,583.57	99,716.43
100-13-16010-0000000	Personnel - Overtime	3,750.00	3,750.00	150.20	727.43	3,022.57
100-13-16011-0000000	Personnel - Employee Assistance Program	150.00	150.00	0.00	0.00	150.00
100-13-16012-0000000	Personnel - Retirement Expense	17,850.00	17,850.00	665.91	6,482.58	11,367.42
100-13-16013-0000000	Personnel - MASA	350.00	350.00	0.00	112.00	238.00
100-13-16014-0000000	Personnel - COLA	2,696.00	2,696.00	0.00	0.00	2,696.00
100-13-16015-0000000	Personnel - Dependent Insurance	14,350.00	14,350.00	0.00	0.00	14,350.00
100-13-16104-0000000	Communications - Community Relations	400.00	400.00	0.00	0.00	400.00
100-13-16202-0000000	Contract Services - General Consultant Fees	8,000.00	8,000.00	481.80	991.05	7,008.95
100-13-16205-0000000	Contract Services - Omni Expense	2,500.00	2,500.00	0.00	312.00	2,188.00
100-13-16207-0000000	Contract Services - Prosecutors Fees	14,000.00	14,000.00	450.00	4,050.00	9,950.00
100-13-16209-0000000	Contract Services - Records Shredding	200.00	200.00	134.14	195.99	4.01

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100-13-16211-0000000	Contract Services - Judge's Fee	12,000.00	12,000.00	1,000.00	5,000.00	7,000.00
100-13-16222-0000000	Contract Services - Collection Agency	15,000.00	15,000.00	1,106.67	1,825.47	13,174.53
100-13-16239-0000000	Contract Services - Printing & Office supplies	1,000.00	1,000.00	85.64	587.75	412.25
100-13-16241-0000000	Contract Services - Computers/Website	5,500.00	5,500.00	0.00	3,291.30	2,208.70
100-13-16242-0000000	Contract Services - Postage/Delivery	2,000.00	2,000.00	1,260.00	1,779.66	220.34
100-13-16243-0000000	Contract Services - Telephone	4,000.00	4,000.00	0.00	1,372.17	2,627.83
100-13-16249-0000000	Contract Services - Computer/Technology	5,000.00	5,000.00	967.43	4,384.72	615.28
100-13-16251-0000000	Contract Services - State Portion of Fines/Pay...	160,000.00	160,000.00	0.00	27,247.22	132,752.78
100-13-16402-0000000	Supplies & Equipment - Uniforms & Safety Eq...	100.00	100.00	0.00	0.00	100.00
100-13-16404-0000000	Supplies & Equipment - Copier/Fax Machine	8,800.00	8,800.00	675.00	3,907.35	4,892.65
100-13-16405-0000000	Supplies & Equipment - Operating Supplies	2,500.00	2,500.00	0.00	183.76	2,316.24
100-13-16417-0000000	Supplies & Equipment - Capital Pur. Furniture	500.00	500.00	0.00	0.00	500.00
100-13-16502-0000000	Staff Development - Dues & Subscriptions	750.00	750.00	45.00	45.00	705.00
100-13-16503-0000000	Staff Development - Travel & Training Staff	6,500.00	6,500.00	0.00	185.00	6,315.00
100-13-16701-0000000	Insurance - Liability	50.00	50.00	0.00	0.00	50.00
100-13-16702-0000000	Insurance - Property	1,170.00	1,170.00	0.00	0.00	1,170.00
100-13-17001-0000000	Misc Expenses - Other	1,000.00	1,000.00	0.00	43.90	956.10
100-17-16400-0000000	Supplies & Equipment	500.00	500.00	0.00	0.00	500.00
100-17-16500-0000000	Staff Development	100.00	100.00	0.00	0.00	100.00
100-17-17000-0000000	Misc Expenses	0.00	0.00	0.00	50.00	-50.00
Expense Total:		5,405,374.00	5,405,374.00	378,677.43	1,894,466.51	3,510,907.49
Fund: 100 - General Fund Surplus (Deficit):		706.00	706.00	279,297.86	947,673.91	

Fund: 200 - Capital Projects

Revenue						
200-00-24003-0000000	Transfer from MEDC - Other	160,000.00	160,000.00	0.00	0.00	160,000.00
200-00-24005-0000000	Transfer From Utility Fund - Capital	628,469.00	628,469.00	0.00	0.00	628,469.00
200-00-24011-0000000	Transfer From General Fund - Police Veh	15,000.00	15,000.00	0.00	0.00	15,000.00
200-00-24013-0000000	Transfer From General Fund - Infrastructure	349,809.00	349,809.00	0.00	0.00	349,809.00
200-00-24104-0000000	Other - Proceeds GLO	2,280,000.00	2,280,000.00	0.00	67,500.00	2,212,500.00
200-00-24203-F4332DR	FEMA Grant Revenue - Impact Fees	100,000.00	100,000.00	0.00	0.00	100,000.00
200-00-24302-7217320	Grant Funds - CDBG Baja 7320	56,985.00	56,985.00	0.00	79,257.26	-22,272.26
200-00-24500-0000000	Interest Earned on Investments	0.00	0.00	0.00	27.55	-27.55
200-00-24501-0062715	Interest Earned on Investments - 2017A	30.00	30.00	0.00	2.48	27.52
200-00-24502-0073740	Interest Earned on Investments - 2017B	70.00	70.00	0.00	19.85	50.15
200-00-24700-0000000	Use of Surplus Funds	942,612.00	942,612.00	0.00	0.00	942,612.00
Revenue Total:		4,532,975.00	4,532,975.00	0.00	146,807.14	4,386,167.86

Expense						
200-20-26002-7217320	Grant Admin - Baja Project - CDBG 7320	3,325.00	3,325.00	0.00	3,325.00	0.00
200-20-26003-017B366	Grant Admin Expenses - GLO All Projects	108,360.00	108,360.00	0.00	0.00	108,360.00
200-20-26102-0062715	Engineering - Water Plant #3 Imp - TWDB	34,000.00	34,000.00	9,113.45	26,736.01	7,263.99
200-20-26104-0000000	Engineering - Waterline Replace Houston St	0.00	0.00	1,788.75	10,942.40	-10,942.40
200-20-26107-0062715	Engineering - Downtown SH 105 Imp - TWDB	15,000.00	15,000.00	0.00	0.00	15,000.00
200-20-26117-017B366	Engineering - All GLO	175,000.00	175,000.00	0.00	0.00	175,000.00
200-20-26120-0000000	Engineering - WP Bleach Conversion 2&3	50,000.00	50,000.00	0.00	0.00	50,000.00
200-20-26401-017B366	Water System - WP #3 Generator - GLO	501,000.00	501,000.00	0.00	0.00	501,000.00
200-20-26402-0062715	Water System - Downtown SH 105 Water Line...	91,300.00	91,300.00	0.00	31,117.50	60,182.50
200-20-26404-0062715	Water System - Water Plant #3 Imp TWDB	996,550.00	996,550.00	280,490.00	280,490.00	716,060.00
200-20-26408-7217320	Water System - Baja MLK Water & Drain 7320	38,000.00	38,000.00	0.00	37,799.41	200.59
200-20-26409-0000000	Water System - Bleach Conversion 2&3	311,000.00	311,000.00	0.00	0.00	311,000.00
200-20-26509-0000000	Roadway System - Streets / Sidewalks	508,000.00	508,000.00	3,018.75	3,018.75	504,981.25
200-20-26704-0000000	Capital Outlay - Utility Projects Prev Maint	255,800.00	255,800.00	5,036.25	5,036.25	250,763.75
200-20-26707-017B366	Capital Outlay - Baja / MLK GLO	722,600.00	722,600.00	0.00	0.00	722,600.00
200-20-26712-017B366	Capital Outlay - Anders Branch GLO	668,040.00	668,040.00	0.00	0.00	668,040.00
200-20-26713-017B366	Capital Outlay - GLO Environmental	15,000.00	15,000.00	0.00	0.00	15,000.00
200-20-26714-017B366	Capital Outlay - GLO Acquisition - Land	40,000.00	40,000.00	0.00	0.00	40,000.00
Expense Total:		4,532,975.00	4,532,975.00	299,447.20	398,465.32	4,134,509.68
Fund: 200 - Capital Projects Surplus (Deficit):		0.00	0.00	-299,447.20	-251,658.18	

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For Fiscal: 2021-2022 Period Ending: 02/28/2022

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
Fund: 300 - Water & Sewer						
Revenue						
300-00-34110-0000000	Water Revenue	812,000.00	812,000.00	53,068.22	308,927.03	503,072.97
300-00-34130-0000000	Surface Water Revenue	8,200.00	8,200.00	559.37	3,381.28	4,818.72
300-00-34150-0000000	Disconnect Reconnect	11,000.00	11,000.00	150.00	3,072.79	7,927.21
300-00-34160-0000000	Sewer Revenue	787,700.00	787,700.00	57,499.43	301,854.45	485,845.55
300-00-34170-0000000	Tap Fees/Inspections	300,000.00	300,000.00	53,228.00	292,862.00	7,138.00
300-00-34180-0000000	Grease Trap Inspections	19,300.00	19,300.00	2,050.00	9,550.00	9,750.00
300-00-34190-0000000	Late Charges	17,500.00	17,500.00	1,304.56	8,787.07	8,712.93
300-00-34200-0000000	Returned Check Fee	1,150.00	1,150.00	0.00	693.67	456.33
300-00-34210-0000000	Backflow Testing	16,000.00	16,000.00	0.00	0.00	16,000.00
300-00-34220-0000000	Solid Waste Revenue	190,000.00	190,000.00	16,580.56	82,243.52	107,756.48
300-00-34310-0000000	Sales Tax Revenue for Solid Waste	15,000.00	15,000.00	1,361.02	6,752.35	8,247.65
300-00-34320-0000000	Groundwater Reduction Revenue	195,000.00	195,000.00	13,196.70	79,769.25	115,230.75
300-00-34420-0000000	Impact Fees - Capital Cost	100,000.00	100,000.00	0.00	0.00	100,000.00
300-00-34430-0000000	Interest Income	450.00	450.00	0.00	199.33	250.67
300-00-34440-0000000	Interest earned on Investments	500.00	500.00	0.00	82.53	417.47
300-00-34450-0000000	Meter Box Replacement	1,500.00	1,500.00	705.00	885.00	615.00
300-00-34460-0000000	EndPoint Charge	500.00	500.00	185.00	185.00	315.00
300-00-34470-0000000	Miscellaneous Revenue & ETS Revenue	10,500.00	10,500.00	900.00	4,588.75	5,911.25
300-00-34530-0000000	Utility Contracts	0.00	0.00	64.51	1,297.55	-1,297.55
	Revenue Total:	2,486,300.00	2,486,300.00	200,852.37	1,105,131.57	1,381,168.43
Expense						
300-30-36102-0000000	Personnel - Health Insurance	43,000.00	43,000.00	1,934.07	16,930.70	26,069.30
300-30-36103-0000000	Personnel - Unemployment Insurance	500.00	500.00	323.67	323.67	176.33
300-30-36104-0000000	Personnel - Workers Comp	5,200.00	5,200.00	322.33	2,783.52	2,416.48
300-30-36105-0000000	Personnel - Dental & Vision Insurance	3,200.00	3,200.00	155.25	1,265.21	1,934.79
300-30-36106-0000000	Personnel - Life & AD&D Insurance	1,000.00	1,000.00	0.00	275.63	724.37
300-30-36107-0000000	Personnel - Crime Insurance	500.00	500.00	40.71	203.55	296.45
300-30-36108-0000000	Personnel - Retirement Expense	24,000.00	24,000.00	2.17	9,643.85	14,356.15
300-30-36110-0000000	Personnel - Payroll Taxes	21,000.00	21,000.00	0.00	7,307.80	13,692.20
300-30-36111-0000000	Personnel - Wages	314,000.00	314,000.00	17,630.39	130,275.22	183,724.78
300-30-36112-0000000	Personnel - Overtime	5,000.00	5,000.00	249.66	1,826.48	3,173.52
300-30-36113-0000000	Personnel - COLA	5,600.00	5,600.00	0.00	0.00	5,600.00
300-30-36114-0000000	Personnel - Dependent Insurance	16,200.00	16,200.00	0.00	0.00	16,200.00
300-30-36202-0000000	Contract Services - General Consultant Fees	10,000.00	10,000.00	0.00	25.00	9,975.00
300-30-36203-0000000	Contract Services - Legal Fees	15,000.00	15,000.00	0.00	0.00	15,000.00
300-30-36204-0000000	Contract Services - Engineering	75,000.00	75,000.00	23,214.93	55,581.80	19,418.20
300-30-36208-0000000	Contract Services - Operator	115,000.00	115,000.00	9,445.00	37,780.00	77,220.00
300-30-36209-0000000	Contract Services - Billing & Collections	33,000.00	33,000.00	15,257.95	24,760.66	8,239.34
300-30-36210-0000000	Contract Services - Backflow Testing	16,000.00	16,000.00	0.00	0.00	16,000.00
300-30-36211-0000000	Contract Services - Testing	15,000.00	15,000.00	2,045.00	3,665.92	11,334.08
300-30-36212-0000000	Contract Services - Sales Tax for Solid Waste	15,000.00	15,000.00	1,368.07	6,760.08	8,239.92
300-30-36214-0000000	Contract Services - Sludge Hauling	34,000.00	34,000.00	0.00	7,410.00	26,590.00
300-30-36215-0000000	Contract Services - Printing	600.00	600.00	88.16	412.07	187.93
300-30-36216-0000000	Contract Services - Postage	1,000.00	1,000.00	52.50	222.96	777.04
300-30-36217-0000000	Contract Services - Telephone	9,500.00	9,500.00	489.32	3,641.40	5,858.60
300-30-36218-0000000	Contract Services - Tap Fees & Inspections	75,000.00	75,000.00	1,800.00	19,270.47	55,729.53
300-30-36221-0000000	Contract Services - Garbage Pickup	185,000.00	185,000.00	18,129.41	67,091.95	117,908.05
300-30-36302-0000000	Communications - Advertising/Promotion	1,500.00	1,500.00	0.00	0.00	1,500.00
300-30-36303-0000000	Permits & Licenses	46,000.00	46,000.00	0.00	18,400.70	27,599.30
300-30-36307-0000000	Dues & Subscriptions	2,000.00	2,000.00	0.00	80.00	1,920.00
300-30-36400-0000000	Supplies & Equipment	600.00	600.00	134.14	159.37	440.63
300-30-36401-0000000	Supplies & Equipment - Chemicals	34,000.00	34,000.00	100.00	8,768.02	25,231.98
300-30-36402-0000000	Supplies & Equipment - Copier / Fax Machine	2,000.00	2,000.00	135.00	522.53	1,477.47
300-30-36403-0000000	Supplies & Equipment - Operating Supplies	80,000.00	80,000.00	838.93	22,980.59	57,019.41
300-30-36404-0000000	Supplies & Equipment - Uniforms	4,500.00	4,500.00	262.52	1,400.11	3,099.89
300-30-36406-0000000	Supplies & Equipment - Computer Technology	28,000.00	28,000.00	797.63	4,177.23	23,822.77
300-30-36407-0000000	Groundwater Reduction Expenses	100.00	100.00	634.50	634.50	-534.50

Budget Summary - 02/2022

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining	
300-30-36502-0000000	Staff Development - Travel & Training	5,500.00	5,500.00	715.00	1,510.00	3,990.00
300-30-36503-0000000	Staff Development - Employee Relations	1,000.00	1,000.00	0.00	122.74	877.26
300-30-36601-0000000	Maintenance - Repairs & Maintenance	175,000.00	175,000.00	21,825.88	105,258.81	69,741.19
300-30-36602-0000000	Maintenance - Vehicle Repair and Maint.	3,000.00	3,000.00	122.66	472.19	2,527.81
300-30-36604-0000000	Maintenance - Water & Sewer Items	10,000.00	10,000.00	1,340.33	1,340.33	8,659.67
300-30-36605-0000000	Maintenance - Gas & Oil	7,750.00	7,750.00	755.64	2,859.32	4,890.68
300-30-36701-0000000	Insurance Expense - Liability Insurance	3,800.00	3,800.00	458.65	1,381.41	2,418.59
300-30-36702-0000000	Insurance Expense - Property Insurance	30,000.00	30,000.00	2,445.14	12,327.34	17,672.66
300-30-36801-0000000	Utilities Expense - Gas For Generators	1,200.00	1,200.00	56.68	453.07	746.93
300-30-36802-0000000	Utilities Expense - Water Plants	82,000.00	82,000.00	6,926.21	35,420.36	46,579.64
300-30-36803-0000000	Utilities Expense - WWTP	60,000.00	60,000.00	357.09	462.25	59,537.75
300-30-36804-0000000	Utilities Expense - Lift Stations	20,000.00	20,000.00	1,485.49	7,068.64	12,931.36
300-30-36900-0000000	Capital Outlay	10,000.00	10,000.00	0.00	0.00	10,000.00
300-30-37000-0000000	Utility Projects - Prev Maint	76,581.00	76,581.00	0.00	7,373.30	69,207.70
300-30-37003-0000000	Utility Projects - Impact Fees Transfer to CPF	100,000.00	100,000.00	0.00	0.00	100,000.00
300-30-37101-0000000	Miscellaneous Expenses - Misc	0.00	0.00	0.00	124.90	-124.90
300-30-37102-0000000	Miscellaneous Expenses - Bank Charges	35,000.00	35,000.00	4,778.89	15,138.07	19,861.93
300-30-37205-0000000	Other Expense - Transfer to Capital Projects	628,469.00	628,469.00	0.00	0.00	628,469.00
	Expense Total:	2,486,300.00	2,486,300.00	136,718.97	645,893.72	1,840,406.28
	Fund: 300 - Water & Sewer Surplus (Deficit):	0.00	0.00	64,133.40	459,237.85	
Fund: 400 - MEDC						
Revenue						
400-00-44110-0000000	Sales Tax Revenue	1,000,000.00	1,000,000.00	152,610.02	499,149.28	500,850.72
400-00-44230-0000000	Interest Income	4,000.00	4,000.00	0.00	285.72	3,714.28
400-00-44240-0000000	Miscellaneous Income	250.00	250.00	0.00	0.00	250.00
400-00-44300-0000000	Events Revenue	0.00	0.00	1,625.00	8,110.00	-8,110.00
	Revenue Total:	1,004,250.00	1,004,250.00	154,235.02	507,545.00	496,705.00
Expense						
400-40-46103-0000000	Public Infrastructure - Downtown Dev. Imp.	172,250.00	172,250.00	0.00	3,566.05	168,683.95
400-40-46104-0000000	Public Infrastructure - Utility Extensions	50,000.00	50,000.00	0.00	0.00	50,000.00
400-40-46107-0000000	Public Infrastructure - Transfer to Capital Proj	160,000.00	160,000.00	0.00	0.00	160,000.00
400-40-46111-0000000	Public Infrastructure - Streets & Sidewalks	40,000.00	40,000.00	0.00	0.00	40,000.00
400-40-46205-0000000	Business & Development - Sales Tax Reimb	250,000.00	250,000.00	20,833.33	104,166.66	145,833.34
400-40-46206-0000000	Business & Development - Econ Dev Grant Pr...	20,000.00	20,000.00	5,000.00	5,000.00	15,000.00
400-40-46302-0000000	Quality of Life - Removal of Blight	15,000.00	15,000.00	0.00	0.00	15,000.00
400-40-46303-0000000	Quality of Life - Events	40,000.00	40,000.00	0.00	0.00	40,000.00
400-40-46304-0000000	Quality of Life - Neighborhood Water Party	2,500.00	2,500.00	0.00	0.00	2,500.00
400-40-46308-0000000	Quality of Life - Light up Montgomery	4,000.00	4,000.00	0.00	2,848.99	1,151.01
400-40-46311-0000000	Quality of Life - Christmas Parade	10,000.00	10,000.00	0.00	6,826.47	3,173.53
400-40-46312-0000000	Quality of Life - Contests / Prizes	4,000.00	4,000.00	0.00	31.05	3,968.95
400-40-46313-0000000	Quality of Life - Events - Equipment	10,000.00	10,000.00	0.00	270.00	9,730.00
400-40-46314-0000000	Quality of Life - Montgomery Quilt Walk	10,000.00	10,000.00	0.00	415.95	9,584.05
400-40-46315-0000000	Quality of Life - Montgomery Antiques Festival	10,000.00	10,000.00	0.00	0.00	10,000.00
400-40-46316-0000000	Quality of Life - Movie Night	2,500.00	2,500.00	0.00	356.80	2,143.20
400-40-46318-0000000	Quality of Life - Pet Parade	5,000.00	5,000.00	0.00	1,344.47	3,655.53
400-40-46319-0000000	Quality of Life - Montgomery Fall Festival	0.00	0.00	0.00	8,000.00	-8,000.00
400-40-46320-0000000	Quality of Life - Snow in Historic Mont TX	20,000.00	20,000.00	4,604.78	18,972.47	1,027.53
400-40-46321-0000000	Quality of Life - Lonestar Flag Fest	10,000.00	10,000.00	0.00	0.00	10,000.00
400-40-46322-0000000	Quality of Life - Downtown Enhancement Proj	30,000.00	30,000.00	0.00	0.00	30,000.00
400-40-46338-0000000	Quality of Life - Fall Heritage Festival	10,000.00	10,000.00	0.00	0.00	10,000.00
400-40-46339-0000000	Quality of Life - Trick or Treat Historic Mont.	5,000.00	5,000.00	0.00	1,441.08	3,558.92
400-40-46500-0000000	Marketing and Tourism - Category IV	0.00	0.00	0.00	383.84	-383.84
400-40-46505-0000000	Marketing and Tourism - Brochures / Printed L.	4,000.00	4,000.00	0.00	0.00	4,000.00
400-40-46511-0000000	Marketing and Tourism - Website	6,500.00	6,500.00	0.00	785.34	5,714.66
400-40-46514-0000000	Marketing and Tourism - Social Media Adverti...	3,000.00	3,000.00	108.57	356.47	2,643.53
400-40-46515-0000000	Marketing and Tourism - Historical Signage	5,000.00	5,000.00	0.00	0.00	5,000.00
400-40-46601-0000000	Administration - Transfers to General Fund	55,000.00	55,000.00	4,583.33	22,916.66	32,083.34
400-40-46603-0000000	Administration - Miscellaneous Expenses	500.00	500.00	0.00	29.99	470.01

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
400-40-46604-0000000	Administration - Consulting/Professional Serv	40,000.00	40,000.00	4,500.00	20,250.00	19,750.00
400-40-46607-0000000	Administration - Travel & Trainings Expenses	10,000.00	10,000.00	88.04	906.27	9,093.73
	Expense Total:	1,004,250.00	1,004,250.00	39,718.05	198,868.56	805,381.44
	Fund: 400 - MEDC Surplus (Deficit):	0.00	0.00	114,516.97	308,676.44	
Fund: 500 - Debt Service						
Revenue						
500-00-54110-0000000	Taxes & Franchise Fees - Ad Valorem Taxes	485,090.00	485,090.00	65,488.74	481,731.51	3,358.49
500-00-54120-0000000	Taxes & Franchise Fees - Penalty & Interest	5,000.00	5,000.00	0.00	681.72	4,318.28
500-00-54420-0000000	Other Revenues - Interest on Investments	0.00	0.00	0.00	23.91	-23.91
500-00-54500-0000000	Use of Surplus Funds	135,660.00	135,660.00	0.00	0.00	135,660.00
	Revenue Total:	625,750.00	625,750.00	65,488.74	482,437.14	143,312.86
Expense						
500-50-56220-0000000	Debt Service Payments - Int. Payments on No...	193,250.00	193,250.00	99,894.75	99,894.75	93,355.25
500-50-56230-0000000	Debt Service Payments - Paying Agent Fees	2,500.00	2,500.00	489.91	489.91	2,010.09
500-50-56250-0000000	Debt Service Payments - Principal Payments	430,000.00	430,000.00	430,000.00	430,000.00	0.00
	Expense Total:	625,750.00	625,750.00	530,384.66	530,384.66	95,365.34
	Fund: 500 - Debt Service Surplus (Deficit):	0.00	0.00	-464,895.92	-47,947.52	
Fund: 700 - Court Security						
Revenue						
700-00-74110-0000000	Court Fines & Forfeitures - Court Security Fees	3,500.00	3,500.00	90.69	203.68	3,296.32
	Revenue Total:	3,500.00	3,500.00	90.69	203.68	3,296.32
Expense						
700-70-76120-0000000	Contracted Services - Security Services	0.00	0.00	0.00	225.00	-225.00
700-70-76340-0000000	Baliff Transfer to General Fund	2,500.00	2,500.00	0.00	0.00	2,500.00
	Expense Total:	2,500.00	2,500.00	0.00	225.00	2,275.00
	Fund: 700 - Court Security Surplus (Deficit):	1,000.00	1,000.00	90.69	-21.32	
Fund: 750 - Court Technology						
Revenue						
750-00-74120-0000000	Court Technology Fees	5,000.00	5,000.00	120.92	307.56	4,692.44
750-00-74210-0000000	Interest Income	0.00	0.00	0.00	2.75	-2.75
750-00-74500-0000000	Use of Surplus Funds	7,710.00	7,710.00	0.00	0.00	7,710.00
	Revenue Total:	12,710.00	12,710.00	120.92	310.31	12,399.69
Expense						
750-75-76240-0000000	Contract Services - Computer Website Services	12,710.00	12,710.00	0.00	0.00	12,710.00
	Expense Total:	12,710.00	12,710.00	0.00	0.00	12,710.00
	Fund: 750 - Court Technology Surplus (Deficit):	0.00	0.00	120.92	310.31	
Fund: 800 - Hotel Occupancy						
Revenue						
800-00-84110-0000000	Taxes and Franchise Fees - Hotel Occupancy T...	12,500.00	12,500.00	0.00	2,100.00	10,400.00
800-00-84210-0000000	Other Revenues - Interest on Checking	3.00	3.00	0.00	1.22	1.78
	Revenue Total:	12,503.00	12,503.00	0.00	2,101.22	10,401.78
Expense						
800-80-86200-0000000	Tourism Expenses	7,800.00	7,800.00	0.00	0.00	7,800.00
800-80-86300-0000000	Miscellaneous Expenses	4,700.00	4,700.00	0.00	0.00	4,700.00
	Expense Total:	12,500.00	12,500.00	0.00	0.00	12,500.00
	Fund: 800 - Hotel Occupancy Surplus (Deficit):	3.00	3.00	0.00	2,101.22	
	Total Surplus (Deficit):	1,709.00	1,709.00	-306,183.28	1,418,372.71	

Budget Summary - 02/2022

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Group Summary

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - General Fund					
Revenue	5,406,080.00	5,406,080.00	657,975.29	2,842,140.42	2,563,939.58
Expense	5,405,374.00	5,405,374.00	378,677.43	1,894,466.51	3,510,907.49
Fund: 100 - General Fund Surplus (Deficit):	706.00	706.00	279,297.86	947,673.91	-946,967.91
Fund: 200 - Capital Projects					
Revenue	4,532,975.00	4,532,975.00	0.00	146,807.14	4,386,167.86
Expense	4,532,975.00	4,532,975.00	299,447.20	398,465.32	4,134,509.68
Fund: 200 - Capital Projects Surplus (Deficit):	0.00	0.00	-299,447.20	-251,658.18	251,658.18
Fund: 300 - Water & Sewer					
Revenue	2,486,300.00	2,486,300.00	200,852.37	1,105,131.57	1,381,168.43
Expense	2,486,300.00	2,486,300.00	136,718.97	645,893.72	1,840,406.28
Fund: 300 - Water & Sewer Surplus (Deficit):	0.00	0.00	64,133.40	459,237.85	-459,237.85
Fund: 400 - MEDC					
Revenue	1,004,250.00	1,004,250.00	154,235.02	507,545.00	496,705.00
Expense	1,004,250.00	1,004,250.00	39,718.05	198,868.56	805,381.44
Fund: 400 - MEDC Surplus (Deficit):	0.00	0.00	114,516.97	308,676.44	-308,676.44
Fund: 500 - Debt Service					
Revenue	625,750.00	625,750.00	65,488.74	482,437.14	143,312.86
Expense	625,750.00	625,750.00	530,384.66	530,384.66	95,365.34
Fund: 500 - Debt Service Surplus (Deficit):	0.00	0.00	-464,895.92	-47,947.52	47,947.52
Fund: 700 - Court Security					
Revenue	3,500.00	3,500.00	90.69	203.68	3,296.32
Expense	2,500.00	2,500.00	0.00	225.00	2,275.00
Fund: 700 - Court Security Surplus (Deficit):	1,000.00	1,000.00	90.69	-21.32	1,021.32
Fund: 750 - Court Technology					
Revenue	12,710.00	12,710.00	120.92	310.31	12,399.69
Expense	12,710.00	12,710.00	0.00	0.00	12,710.00
Fund: 750 - Court Technology Surplus (Deficit):	0.00	0.00	120.92	310.31	-310.31
Fund: 800 - Hotel Occupancy					
Revenue	12,503.00	12,503.00	0.00	2,101.22	10,401.78
Expense	12,500.00	12,500.00	0.00	0.00	12,500.00
Fund: 800 - Hotel Occupancy Surplus (Deficit):	3.00	3.00	0.00	2,101.22	-2,098.22
Total Surplus (Deficit):	1,709.00	1,709.00	-306,183.28	1,418,372.71	

Item 20.

Budget Summary - 02/2022

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
100 - General Fund	706.00	706.00	279,297.86	947,673.91	-946,967.91
200 - Capital Projects	0.00	0.00	-299,447.20	-251,658.18	251,658.18
300 - Water & Sewer	0.00	0.00	64,133.40	459,237.85	-459,237.85
400 - MEDC	0.00	0.00	114,516.97	308,676.44	-308,676.44
500 - Debt Service	0.00	0.00	-464,895.92	-47,947.52	47,947.52
700 - Court Security	1,000.00	1,000.00	90.69	-21.32	1,021.32
750 - Court Technology	0.00	0.00	120.92	310.31	-310.31
800 - Hotel Occupancy	3.00	3.00	0.00	2,101.22	-2,098.22
Total Surplus (Deficit):	1,709.00	1,709.00	-306,183.28	1,418,372.71	

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City of Montgomery

Debt Service Payments 03/01/2022 - 03/01/2023

Paying Agent	Series	Date Due	Date Paid	Principal	Interest	Total Due
Debt Service Payment Due 03/01/2022						
First National Bank of Huntsville	2015 - Refunding	03/01/2022	02/28/2022	85,000.00	4,646.25	89,646.25
Bank of Texas	2017A - WS&D	03/01/2022	02/28/2022	50,000.00	4,767.55	54,767.55
Bank of Texas	2017B - WS&D	03/01/2022	02/28/2022	80,000.00	9,681.25	89,681.25
Amegy Bank of Texas	2021 - Refunding	03/01/2022	02/28/2022	215,000.00	80,800.00	295,800.00
Total Due 03/01/2022				430,000.00	99,895.05	529,895.05
Debt Service Payment Due 09/01/2022						
First National Bank of Huntsville	2015 - Refunding	09/01/2022		0.00	3,647.50	3,647.50
Bank of Texas	2017A - WS&D	09/01/2022		0.00	4,742.25	4,742.25
Bank of Texas	2017B - WS&D	09/01/2022		0.00	9,521.25	9,521.25
Amegy Bank of Texas	2021 - Refunding	09/01/2022		0.00	75,425.00	75,425.00
Total Due 09/01/2022				0.00	93,336.00	93,336.00
Debt Service Payment Due 03/01/2023						
First National Bank of Huntsville	2015 - Refunding	03/01/2023		90,000.00	3,647.50	93,647.50
Bank of Texas	2017A - WS&D	03/01/2023		50,000.00	4,742.25	54,742.25
Bank of Texas	2017B - WS&D	03/01/2023		80,000.00	9,521.25	89,521.25
Amegy Bank of Texas	2021 - Refunding	03/01/2023		230,000.00	75,425.00	305,425.00
Total Due 03/01/2023				450,000.00	93,336.00	543,336.00
City Total				\$880,000.00	\$286,567.05	\$1,166,567.05



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

City of Montgomery

Quarterly Investment Inventory Report Period Ending December 31, 2021

BOARD OF DIRECTORS
City of Montgomery

Attached is the Quarterly Investment Inventory Report for the
Period ending December 31, 2021.

This report and the District's investment portfolio are in compliance with the
investment strategies expressed in the District's investment policy, and the
Public Funds Investment Act.

I, hereby certify that, pursuant to Senate Bill 253 and in connection with the
preparation of the investment report, I have reviewed the divestment lists
prepared and maintained by the Texas Comptroller of Public Accounts, and the
District does not own direct or indirect holdings in any companies identified on such lists.

Mark M. Burton
(Investment Officer)

Ghia Lewis
(Investment Officer)

COMPLIANCE TRAINING

HB 675 states the Investment Officer must attend at least one training seminar for (6) six hours
Within twelve months of taking office and requires at least (4) four hours training within each (2)
two year period thereafter.

INVESTMENT OFFICERS
Mark M. Burton

CURRENT TRAINING
November 5, 2011 (Texpool Academy 10 Hours)
November 5, 2013 (Texpool Academy 10 Hours)
November 27, 2015 (Texpool Academy 10 Hours)
December 26, 2017 (Texpool Academy 10 Hours)
January 9, 2020 (TexPool Academy 12 Hours)

Ghia Lewis

October 25, 2011 (Texpool Academy 10 Hours)
November 7, 2013 (Texpool Academy 10 Hours)
November 5, 2015 (Texpool Academy 10 Hours)
November 6, 2017 (Texpool Academy 10 Hours)
November 5, 2019 (Texpool Academy 10 Hours)

City of Montgomery
Summary of Money Market Funds
 10/01/2021 - 12/31/2021

Fund: Operating

Financial Institution: **TEXPOOL**

Account Number: **XXXX0001** Date Opened: **02/07/2020** Current Interest Rate: **0.01%**

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
10/01/2021		861.43				
10/31/2021					0.00	
11/30/2021					0.00	
12/31/2021					0.00	
Totals for Account XXXX0001:		\$861.43			\$0.00	\$861.43

Account Number: **XXXX0003** Date Opened: **08/01/2005** Current Interest Rate: **0.01%**

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
10/01/2021		15,242.71				
10/31/2021					0.46	
11/30/2021					0.60	
12/31/2021					0.00	
Totals for Account XXXX0003:		\$15,242.71			\$1.06	\$15,243.77
Totals for Operating Fund:		\$16,104.14			\$1.06	\$16,105.20

Methods Used For Reporting Market Values

- Certificates of Deposits: Face Value Plus Accrued Interest
- Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
- Public Fund Investment Pool/MM Accounts: Balance = Book Value = Current Market

City of Montgomery
Summary of Money Market Funds
 10/01/2021 - 12/31/2021

Fund: Capital Projects

Financial Institution: TEXPOOL

Account Number: XXXX0009 Date Opened: 12/27/2012 Current Interest Rate: 0.01%

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
10/01/2021		168,598.98				
10/31/2021					5.02	
11/30/2021					5.29	
12/31/2021					5.41	
Totals for Account XXXX0009:		\$168,598.98			\$15.72	\$168,614.70

Account Number: XXXX0011 Date Opened: 10/28/2021 Current Interest Rate: 0.01%

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
10/01/2021		0.00				
10/31/2021			46,700.00			
10/31/2021					0.85	
11/30/2021					1.50	
12/31/2021					1.50	
Totals for Account XXXX0011:		\$0.00	\$46,700.00		\$3.85	\$46,703.85

Account Number: XXXX0012 Date Opened: 10/28/2021 Current Interest Rate: 0.01%

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
10/01/2021		0.00				
10/31/2021			10,000.00			
10/31/2021					0.18	
11/30/2021					0.30	
12/31/2021					0.31	
Totals for Account XXXX0012:		\$0.00	\$10,000.00		\$0.79	\$10,000.79

Totals for Capital Projects Fund:		\$168,598.98	\$56,700.00		\$20.36	\$225,319.34
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Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/MIM Accounts:	Balance = Book Value = Current Market

City of Montgomery
Summary of Money Market Funds
 10/01/2021 - 12/31/2021

Fund: Debt Service

Financial Institution: TEXPOOL

Account Number: XXXX0008 Date Opened: 12/27/2012 Current Interest Rate: 0.01%

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
10/01/2021		517.57				
10/31/2021					0.00	
11/30/2021					0.00	
12/31/2021					0.00	
Totals for Account XXXX0008:		<u>\$517.57</u>			<u>\$0.00</u>	<u>\$517.57</u>
Totals for Debt Service Fund:		<u>\$517.57</u>			<u>\$0.00</u>	<u>\$517.57</u>

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/MM Accounts:	Balance = Book Value = Current Market

City of Montgomery
Summary of Money Market Funds
 10/01/2021 - 12/31/2021

Fund: MEDC						
Financial Institution: TEXPOOL						
Account Number: XXXX0005 Date Opened: 02/07/2020 Current Interest Rate: 0.01%						
<u>Date</u>	<u>Description</u>	<u>Begin Balance</u>	<u>Cash Added</u>	<u>Cash Withdrawn</u>	<u>Int. Earned</u>	<u>End Balance</u>
10/01/2021		204,667.15				
10/31/2021					6.31	
10/31/2021				(132,391.00)		
10/31/2021			20,833.33			
11/30/2021					3.53	
11/30/2021			20,833.33			
12/31/2021					4.10	
12/31/2021			20,833.34			
Totals for Account XXXX0005:		\$204,667.15	\$62,500.00	(\$132,391.00)	\$13.94	\$134,790.09
<u>Date</u>	<u>Description</u>	<u>Begin Balance</u>	<u>Cash Added</u>	<u>Cash Withdrawn</u>	<u>Int. Earned</u>	<u>End Balance</u>
10/01/2021		434,919.34				
10/31/2021					12.93	
10/31/2021				(20,833.33)		
10/31/2021			132,391.00			
11/30/2021					16.46	
11/30/2021				(20,833.33)		
12/31/2021				(20,833.34)		
12/31/2021					16.29	
Totals for Account XXXX0006:		\$434,919.34	\$132,391.00	(\$62,500.00)	\$45.68	\$504,856.02
<u>Date</u>	<u>Description</u>	<u>Begin Balance</u>	<u>Cash Added</u>	<u>Cash Withdrawn</u>	<u>Int. Earned</u>	<u>End Balance</u>
10/01/2021		200,012.22				
10/31/2021					5.99	
11/30/2021					6.23	
12/31/2021					6.38	
Totals for Account XXXX0010:		\$200,012.22			\$18.60	\$200,030.82
Totals for MEDC Fund:		\$839,598.71	\$194,891.00	(\$194,891.00)	\$78.22	\$839,676.93

Methods Used For Reporting Market Values

Certificates of Deposits: Face Value Plus Accrued Interest
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
 Public Fund Investment Pool/AIM Accounts: Balance = Book Value = Current Market

City of Montgomery
Summary of Money Market Funds
 10/01/2021 - 12/31/2021

Fund: Utility

Financial Institution: TEXPOOL

Account Number: XXXX0002 Date Opened: 08/01/2005 Current Interest Rate: 0.01%

Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
10/01/2021		659,563.74				
10/31/2021					19.83	
11/30/2021					20.58	
12/31/2021					0.00	
Totals for Account XXXX0002:		<u>\$659,563.74</u>			<u>\$40.41</u>	<u>\$659,604.15</u>
Totals for Utility Fund:		<u>\$659,563.74</u>			<u>\$40.41</u>	<u>\$659,604.15</u>

Methods Used For Reporting Market Values

Certificates of Deposits: Face Value Plus Accrued Interest
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
 Public Fund Investment Pool/AM Accounts: Balance = Book Value = Current Market

City of Montgomery
Summary of Certificates of Deposit with Money Market
 10/01/2021 - 12/31/2021

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Operating															
Certificates of Deposit															
BANCORPSOUTH	XXXX2388	08/31/21	02/28/22	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.28%	23.78	0.00	0.00	0.00	93.59
FRONTIER BANK	XXXX2710	09/02/21	03/01/22	153,000.00	0.00	0.00	0.00	0.00	153,000.00	0.40%	48.62	0.00	0.00	0.00	201.21
THIRD COAST BANK, SSB	XXXX8998	08/31/21	02/27/22	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.30%	25.48	0.00	0.00	0.00	100.27
Totals for Operating Fund:				353,000.00	0.00	0.00	0.00	0.00	353,000.00	N/A	97.88	0.00	0.00	0.00	\$395.07

Beginning Balance:	\$353,000.00	Interest Earned:	\$0.00
Plus Principal From Cash:	\$0.00	Less Beg Accrued Interest:	\$97.88
Less Principal Withdrawn:	\$0.00	Plus End Accrued Interest:	\$395.07
Plus Interest Reinvested:	\$0.00	Fixed Interest Earned:	\$297.19
Fixed Balance:	\$353,000.00	MM Interest Earned:	\$1.06
MM Balance:	\$16,105.20	Total Interest Earned:	\$298.25
Total Balance:	\$369,105.20		

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/MM Accounts:	Balance = Book Value = Current Market

City of Montgomery
Summary of Certificates of Deposit with Money Market
 10/01/2021 - 12/31/2021

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Utility															
Certificates of Deposit															
SPIRIT OF TEXAS BANK	XXXX2073	09/02/21	02/28/22	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.20%	15.89	0.00	0.00	0.00	65.75
	Rollover FROM CD XXXX1404														
Totals for Utility Fund:				100,000.00	0.00	0.00	0.00	0.00	100,000.00	N/A	15.89	0.00	0.00	0.00	\$65.75
Beginning Balance:		\$100,000.00						Interest Earned:		\$0.00					
Plus Principal From Cash:		\$0.00						Less Beg Accrued Interest:		\$15.89					
Less Principal Withdrawn:		\$0.00						Plus End Accrued Interest:		\$65.75					
Plus Interest Reinvested:		\$0.00						Fixed Interest Earned:		\$49.86					
Fixed Balance:		\$100,000.00						MM Interest Earned:		\$40.41					
MM Balance:		\$659,604.15						Total Interest Earned:		\$90.27					
Total Balance:		\$759,604.15													
Totals for District:				453,000.00	0.00	0.00	0.00	0.00	453,000.00	N/A	113.77	0.00	0.00	0.00	\$460.82

City of Montgomery
Detail of Pledged Securities
 10/01/2021 - 12/31/2021

Financial Institution: FIRST FINANCIAL BANK															
Security: FHLB		Par Value: 500,000.00		Maturity Date: 10/25/2027		Pledged: 09/01/2018		Released:		Amount Released:					
CUSIP: 3137F4X64		Date		Value											
		10/31/2021		504,607.79											
		11/30/2021		500,123.03											
		12/31/2021		494,548.13											
Security: FHLMC		Par Value: 360,000.00		Maturity Date: 04/01/2022		Pledged: 07/31/2017		Released:		Amount Released:					
CUSIP: 067626HA2		Date		Value											
		10/31/2021		360,975.60											
		11/30/2021		361,051.20											
		12/31/2021		360,982.80											

Methods Used For Reporting Market Values

Certificates of Deposits: Face Value Plus Accrued Interest
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
 Public Fund Investment Pool/AM Accounts: Balance = Book Value = Current Market

City of Montgomery
Detail of Pledged Securities

10/01/2021 - 12/31/2021

Financial Institution: FIRST FINANCIAL BANK								
Security: FHLMC CUSIP: 3137B3NA2	Par Value:	300,000.00	Maturity Date:	04/25/2023	Pledged:	02/10/2019	Released:	Amount Released:
	Date	Value						
	10/31/2021	309,820.05						
	11/30/2021	308,507.14						
	12/21/2021	306,628.89						
Security: FHLMC CUSIP: 3138ERUQ1	Par Value:	2,000,000.00	Maturity Date:	07/01/2031	Pledged:	02/01/2019	Released:	Amount Released:
	Date	Value						
	10/31/2021	760,468.19						
	11/30/2021	749,558.13						
	12/31/2021	73,628.47						
Security: FHLMC CUSIP: 35880CH56	Par Value:	2,710,000.00	Maturity Date:	02/15/2036	Pledged:	01/13/2021	Released:	Amount Released:
	Date	Value						
	10/31/2021	603,171.50						
	11/30/2021	591,255.00						
	12/31/2021	590,925.00						
Security: FHLMC CUSIP: 4140188D6	Par Value:	500,000.00	Maturity Date:	10/01/2045	Pledged:	02/01/2021	Released:	Amount Released:
	Date	Value						
	10/31/2021	584,145.00						
	11/30/2021	591,255.00						
	12/31/2021	590,925.00						
Security: FHLMC CUSIP: 41421KJQ4	Par Value:	770,000.00	Maturity Date:	09/01/2035	Pledged:	01/13/2021	Released:	Amount Released:
	Date	Value						
	10/31/2021	307,968.00						
	11/30/2021	308,507.14						
	12/31/2021	306,375.00						
Security: FHLMC CUSIP: 414964RB4	Par Value:	805,000.00	Maturity Date:	03/01/2032	Pledged:	12/01/2020	Released:	Amount Released:
	Date	Value						
	10/31/2021	318,737.20						
	11/30/2021	317,901.50						
	12/31/2021	317,017.00						

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/MM Accounts:	Balance = Book Value = Current Market

**City of Montgomery
Detail of Pledged Securities**

10/01/2021 - 12/31/2021

Financial Institution: FIRST FINANCIAL BANK

Security: FHLMC CUSIP: 513174YE6	Par Value:	250,000.00	Maturity Date:	02/15/2038	Pledged:	12/01/2019	Released:	Amount Released:
	Date	Value						
	10/31/2021	293,187.50						
	11/30/2021	288,600.00						
	12/31/2021	288,177.50						

Security: FHLMC CUSIP: 676006SJ9	Par Value:	250,000.00	Maturity Date:	03/01/2035	Pledged:	12/01/2019	Released:	Amount Released:
	Date	Value						
	10/31/2021	286,487.50						
	11/30/2021	296,135.00						
	12/31/2021	295,742.50						

Security: FNMA CUSIP: 4211103Y1	Par Value:	2,000,000.00	Maturity Date:	02/15/2034	Pledged:	10/01/2018	Released:	Amount Released:
	Date	Value						
	10/31/2021	170,089.50						
	11/30/2021	171,022.50						
	12/31/2021	171,291.00						

Methods Used For Reporting Market Values

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/AM Accounts:	Balance = Book Value = Current Market



Montgomery Police Department

Chief Anthony Solomon

Activity Report

February 1, 2022 – February 28, 2022

Patrol Division

Calls for Service	-	129
Total Reports	-	24
Citations Issued	-	191
Warnings Issued	-	367
Arrests	-	8
Accidents	-	7

Personnel/Training

Officer Lozano attended Advanced Incident Command System training in February.

Sergeant Hernandez attended Managing the FTO program training in February.

Investigation Division

Total number of assigned cases to C.I.D. for the month: 6

Breakdown by Offense Category

- DWI 5
- Drug Arrests/Citations 5
- Family Violence/Assault 2
- Criminal Mischief 2
- Deadly Conduct 1
- Forgery 1
- Illegal Dumping 1
- Theft 1

Major Incidents

No Major Incidents in February.

Upcoming Events

- March 26th – The annual Music and Mudbugs Festival
- April 10th – The Gran Fodo Bicycle Race

- April 20th – The Citizen’s Police Academy begins weekly for 6 weeks.

Traffic and Safety Initiatives

- Our department participated in Impaired Driving Mobilization during the month of February. The aim of this TXDOT program is to take impaired drivers off the street.
- We held our 3rd Coffee with a Cop in February at Urban Coffee Culture. Our officers enjoyed meeting with the community during this event.

City of Montgomery Municipal Court Report February 2022

Kimberly Duckett
Court Administrator



Comparison Chart

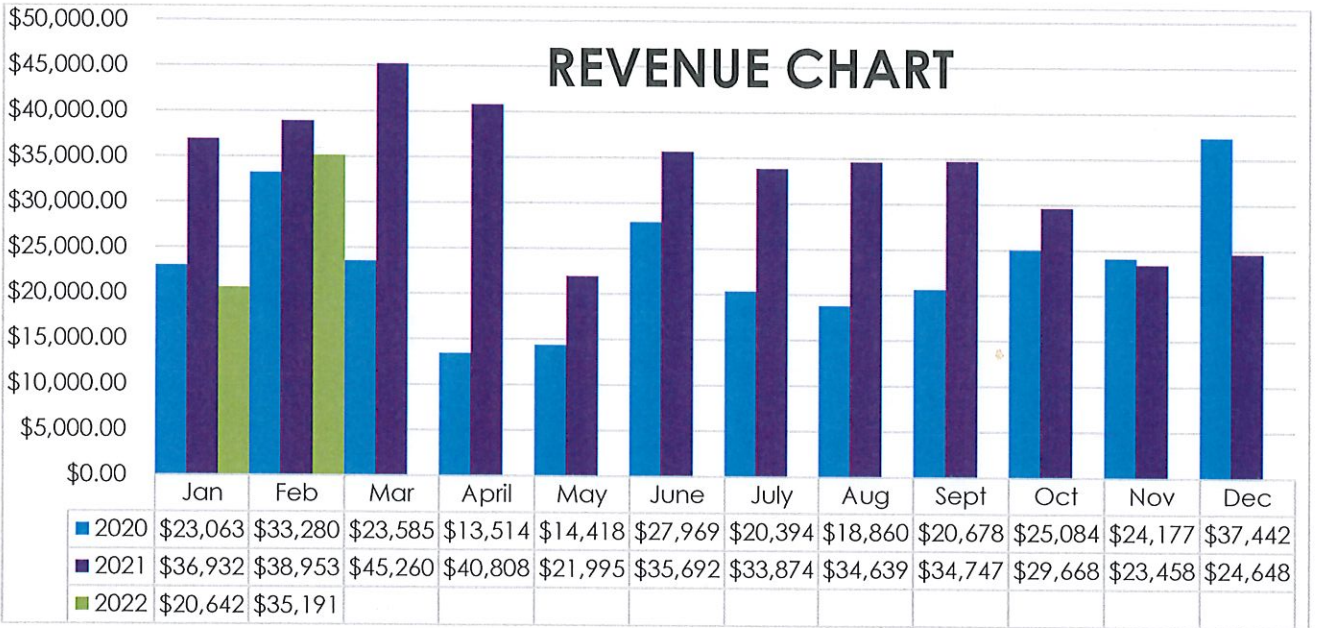
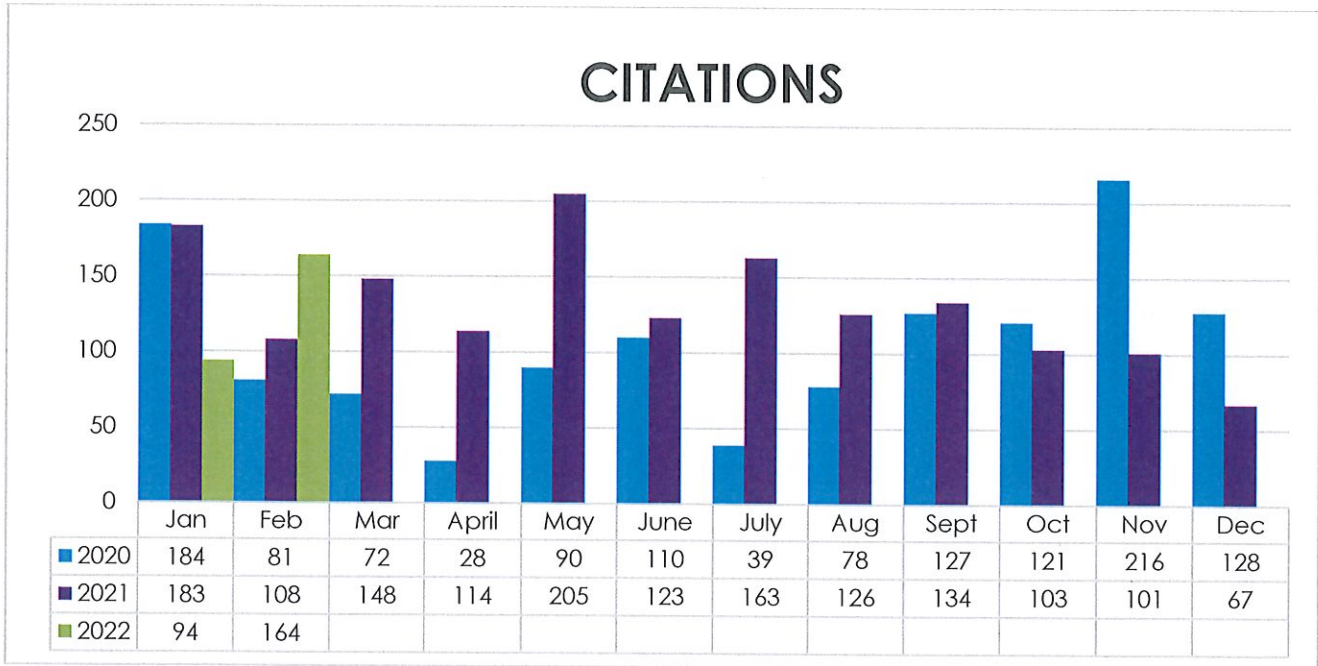
Citations and Revenue January 2020 - 2022

	2020	2021	2022
<i>Jan</i>	184	183	94
<i>Feb</i>	81	108	164
<i>Mar</i>	72	148	
<i>April</i>	28	114	
<i>May</i>	90	205	
<i>June</i>	110	123	
<i>July</i>	39	163	
<i>Aug</i>	78	126	
<i>Sept</i>	127	134	
<i>Oct</i>	121	103	
<i>Nov</i>	216	101	
<i>Dec</i>	128	67	

Totals 1274 1575 258

	2020	2021	2022
<i>Jan</i>	\$23,063.40	\$36,932.88	\$20,642.12
<i>Feb</i>	\$33,280.30	\$38,953.88	\$35,191.59
<i>Mar</i>	\$23,585.48	\$45,260.60	
<i>April</i>	\$13,514.80	\$40,808.03	
<i>May</i>	\$14,418.77	\$21,995.10	
<i>June</i>	\$27,969.63	\$35,692.30	
<i>July</i>	\$20,394.55	\$33,874.84	
<i>Aug</i>	\$18,860.50	\$34,639.40	
<i>Sept</i>	\$20,678.83	\$34,747.41	
<i>Oct</i>	\$25,084.90	\$29,668.47	
<i>Nov</i>	\$24,177.27	\$23,458.35	
<i>Dec</i>	\$37,442.27	\$24,648.00	

Totals \$282,470.70 \$400,679.26 \$55,833.71





101 Old Plantersville Rd.

Montgomery, TX 77316

Main: 936-597-6434 Fax: 936-597-6437

Monthly Report for February 2022

Water

- Completed monthly cutoff list for non-payment.
- Completed monthly leak notification door hangers.
- Completed monthly meter verification list.
- Completed monthly idle meter list for consumption. No issues were found.
- Activated/deactivated 4 water accounts.
- Completed 1 work orders for endpoint maintenance issues.
- Completed 3 work orders for water leaks.
- Completed 14 work orders for miscellaneous water issues.
- Completed 13 work orders for water taps.

Wastewater

- Completed 13 work order for sewer taps.

Streets/Drainage/ROW

- Moved barricades to Old Sewer Plant and created storage location for Police Department.
- Repaired 2 potholes.
- Completed item for weed patrol.
- Completed 1 work order for Street ROW – Ditch/Drainage.
- Completed 1 work orders for street sign issues.
- Completed daily utility locates as necessary.
- Completed daily removal of bandit signs as necessary.

Building/Facility/Vehicle/Equipment Maintenance

- Repaired leak in women's restroom at Community Center.
- Assembled and installed additional shelving for Janitor Closet at City Hall.
- Replaced outdoor light to the restrooms at Homecoming Park.
- Assembled desk for Assistant City Administrator.
- Installed automatic soap dispensers in restrooms and kitchen at City Hall.
- Added and replaced lights in new office building at WWTP.
- Replaced exhaust fans in both restrooms at WWTP.
- Replaced batteries in weather station at WWTP.
- Conducted weekly Safety Inspection Reports.
- Assembled new shelves at City Hall.
- Replaced both flags at City Hall.
- Repainted City Secretary's office.



- Installed soap dispensers in restrooms in new Public Works building.
- Hung a clock at City Hall for court.
- Prepared ceiling for paint at WWTP.
- Installed electric deadbolts on both doors at new office.
- 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 16 work orders for general-City Hall maintenance.

Parks/Recreation

- Repaired door at Fernland Park - Simonton House.
- Replaced node to water fountain at Memory Park.
- Posted all park reservation notices.
- Completed 24 work orders for maintenance-parks issues.
- M/W/F cleaning of all restrooms and grounds.
- Fernland docents reported 587 visitors and provided 41 tours for the month.

General

- Began transition to Incode for Accounting (Billing and Payroll).
- Began setup for Texas Flags Celebration.
- Assembled desk for Public Works Administrative Assistant.
- Moved all furniture to new office at WWTP.
- Built 2 sets of steps for new Public Works' office building.
- Treated entire pump area under stairs for ants.
- Added and spread 5 tons of brownwood base to ditch line in front of shed at new WWTP.
- Delivered 2 concrete goats.
- Attended Pre-Bid and Bid Opening – GLO Sewer Project Meeting.
- Attended Department Head meetings.
- Attended Water Plant Generator Overview meeting.
- Completed 20 work orders for maintenance-general issues.
- Completed monthly safety meeting with department and safety officer.
- Attended bi-weekly Operations and Developments conference calls with utility operator and engineer.
- Attended Eagle Scout project meeting.





City of Montgomery
Operations Report
February 2022
01/18/22 – 02/17/22

District Alerts

01/21/2022—Lift Station 13, High run times

Operator was called out to facility for lift pump 2 having high run times. Operator investigated the issue and found the check valves had frozen and pump needed to be cleaned. Repairs were made.

01/21/2022 – Lift Station 3, Lift Pump 1

During regular facility check-in operator found lift pump 1 had ragged up with debris. Lift pump was pulled and cleaned. No further issues.

01/24/2022—Water Plant 2, Chlorine System

Upon arrival operator found facility not feeding chlorine. Operator investigated the area and found a bad check valve. Operator replaced valve and no further issues were reported.

01/28/2022—Lift Station 3, Clogged Pumps

During regular facility check in, operator noticed lift pumps vibrating heavily. Both pumps were clogged with debris and were cleaned of debris.

01/28/2022—Lift Station 4, Pumps Air Locked

During regular facility check in, operator noticed lift pump 1 air locked. Maintenance was notified to replace check valves.

01/28/2022—Leak Reported, Corner of Lonestar Pkwy and Plez Morgan

Field Technician reported a leak coming from threads of galvanized blow off during routine flushing. City was notified to make repairs.

01/29/2022—Water Plant 3

Upon arrival operator found the saddle for phosphate leaking. Operator tightened bolts and no further issues were reported.

01/31/2022—Lift Station 13, High run times

Operator found lift pump 1 with high run times and clogged with debris. Lift pump 1 was pulled and cleaned of debris. Facility back online.

02/03/2022— Water Plant 3, High level Storage Tank

Operator was called out to facility due to high level. Operator investigated the issue and reset facility equipment. No further issues.

02/05/2022— WWTP1, Power outage

Operator was called out to facility due to blower 1 sending surge alert. Operator investigated the issue and reset facility equipment. No further issues, call out due to a possible power outage.

02/06/2022—Leak Reported, 20998 Eva Street

Resident reported a leak in-front of business. Technician investigated the issue and found the backflow preventor leaking. Resident was notified this will be an issue they will need to take care of.

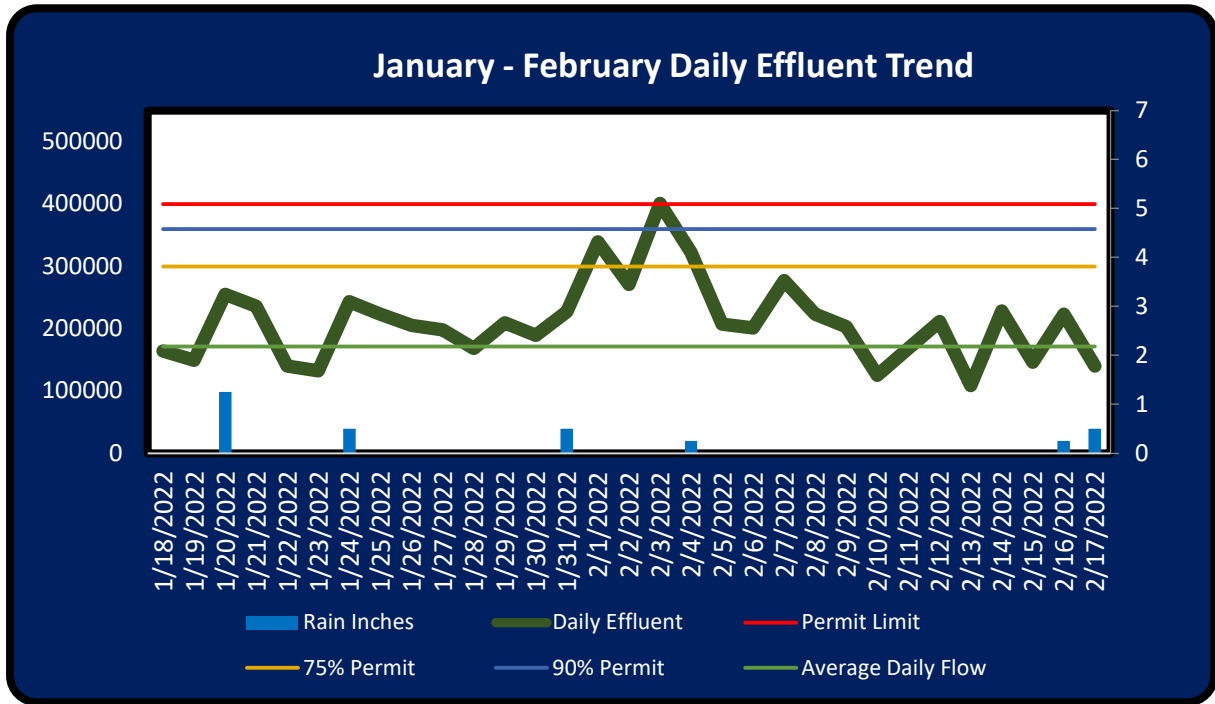
02/07/2022— Lift Station 10, High level

Operator was called out to facility due to high wet well, call out due to a power surge in the area. Operator investigated the issue and reset facility equipment. No further issues.

02/10/2022—Lift Station 3, Clogged Pumps

During regular facility check in, operator noticed lift pumps vibrating heavily. Both pumps were clogged with debris and were cleaned of debris.

Wastewater Plant Flow Detail



- Flow for the month of January - February was 6,532,000 gallons
- Daily peak flow was February 2, 2022 was 401,000 gallons
- Average Daily Flow 210,700 gallons
 - 3-month average flow 184,466 gallons
 - 53% of permitted capacity


Discharge Limitations

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

Effluent

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

Buffalo Springs WWTP Effluent Monitoring Report

Effluent Permitted Values	Parameter		Measured	Excursion
Average Monthly T.S.S.	15	mg/l	2.10	no
Average Monthly NH3	2	mg/l	0.54	no
Minimal CL2 Residual	1	mg/l	1.42	no
Max CL2 Residual	4	mg/l	3.88	no
Rainfall for the Month		3.25	inches	

There were no excursions for the month of February.

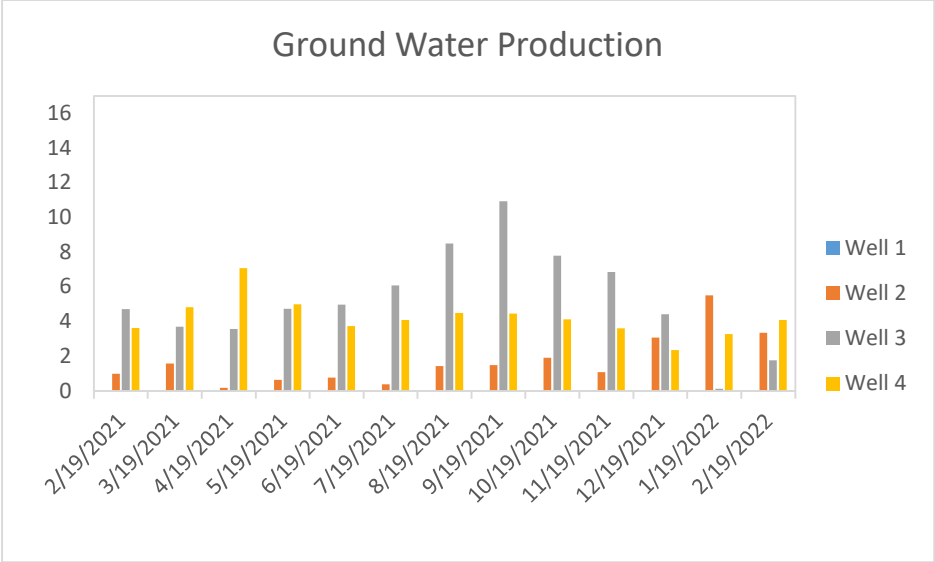
Water Report:

01/18/2022-02/17/2022

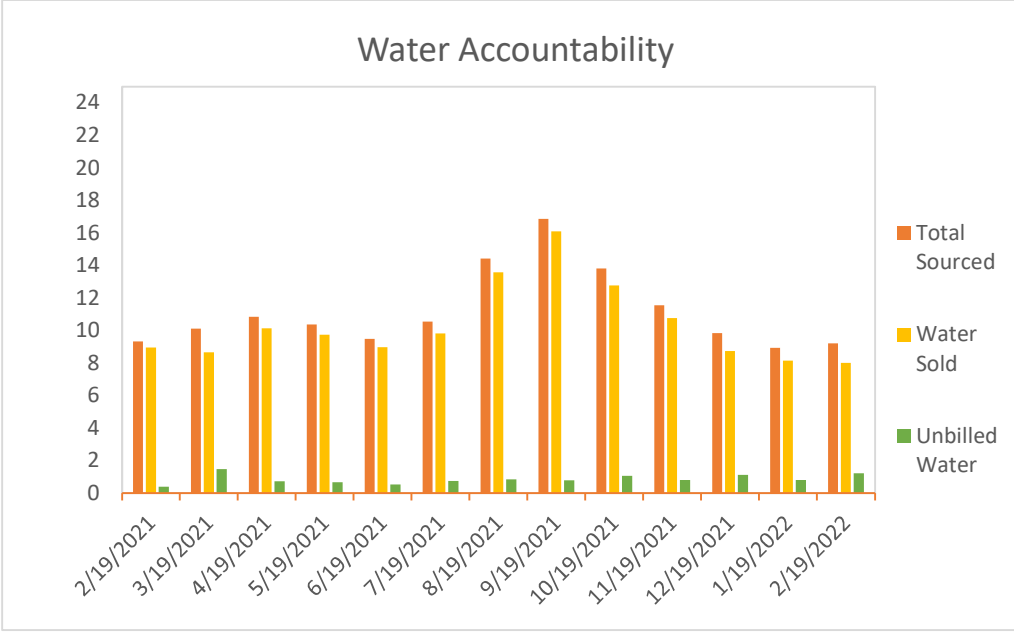
2022							
Well Name	Recorded Flow MGD	% of Total	Rating MGD/Day	YTD Pumpage MGD	YTD %	Permitted Value	Remaining Permit %
Well 2	3.343	36.34%	0.864	6.329	45.18%	92.930	91.29%
Well 3	1.764	19.17%	0.864	1.764	12.59%		
Well 4	4.093	44.49%	2.160	5.915	42.23%	90.000	93.43%
Total	9.200	100.00%	3.888	14.008	100%	182.930	
Flushing	1.435						
Subtotal	7.765						
Sold	8.002						
% Accounted	103%						

Accountability	
Total Water Sourced	9.200
Flushing	1.435
Subtotal	7.765
Sold	8.002
Accountability %	103%

CONNECTIONS	
School	12
Commercial Inside	172
Commercial Outside	1
Residential Inside	851
Residential Outside	29
Church	14
City	15
Hydrant	7
Multifamily	14
n/a	3
Total	1118



Date	Total	Well_1	Well_2	Well_3	Well_4
AVG	11.12	0.000	1.720	5.238	4.210
2/19/2021	8.527	0.000	0.987	4.712	3.615
3/19/2021	9.314	0.000	1.580	3.693	4.830
4/19/2021	10.103	0.000	0.185	3.572	7.080
5/19/2021	10.837	0.000	0.642	4.734	4.989
6/19/2021	10.365	0.000	0.773	4.962	3.741
7/19/2021	9.476	0.000	0.372	6.073	4.093
8/19/2021	10.538	0.000	1.421	8.492	4.495
9/19/2021	14.408	0.000	1.490	10.916	4.451
10/19/2021	16.857	0.000	1.902	7.784	4.116
11/19/2021	13.802	0.000	1.088	6.855	3.602
12/19/2021	11.545	0.000	3.066	4.41	2.343
1/19/2022	9.819	0.000	5.511	0.124	3.281
2/19/2022	8.916	0.000	3.343	1.764	4.093
Total	144.51	0.000	22.36	68.091	54.729



Date	Accountability	Unaccounted	Total Sourced	Water Sold	Flushing/Leaks	Unbilled Water
2/19/2021	97%	0.303	9.314	8.936	0.075	0.378
3/19/2021	94%	0.618	10.103	8.642	0.843	1.461
4/19/2021	97%	0.328	10.837	10.126	0.383	0.711
5/19/2021	96%	0.465	10.365	9.722	0.178	0.643
6/19/2021	96%	0.332	9.476	8.966	0.178	0.510
7/19/2021	94%	0.634	10.538	9.803	0.101	0.735
8/19/2021	98%	0.355	14.408	13.579	0.474	0.829
9/19/2021	97%	0.577	16.857	16.097	0.183	0.760
10/19/2021	94%	0.885	13.802	12.760	0.157	1.042
11/19/2021	95%	0.632	11.545	10.758	0.155	0.787
12/19/2021	91%	0.904	9.819	8.721	0.194	1.098
1/19/2022	96%	0.401	8.916	8.125	0.39	0.791
2/19/2022	103%	-0.237	9.200	8.002	1.435	1.198

UTILITY/GENERAL FUND REPORT – FEBRUARY 2022

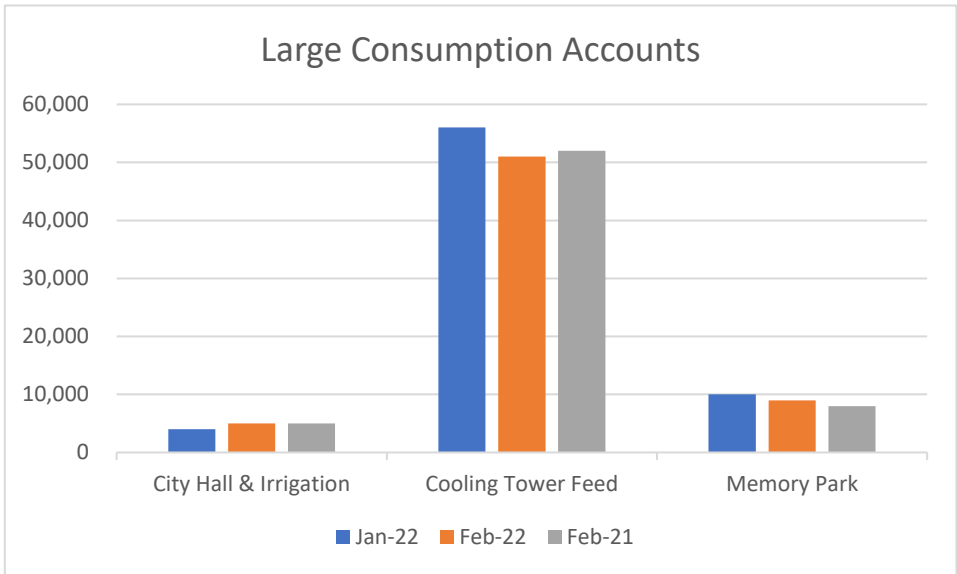
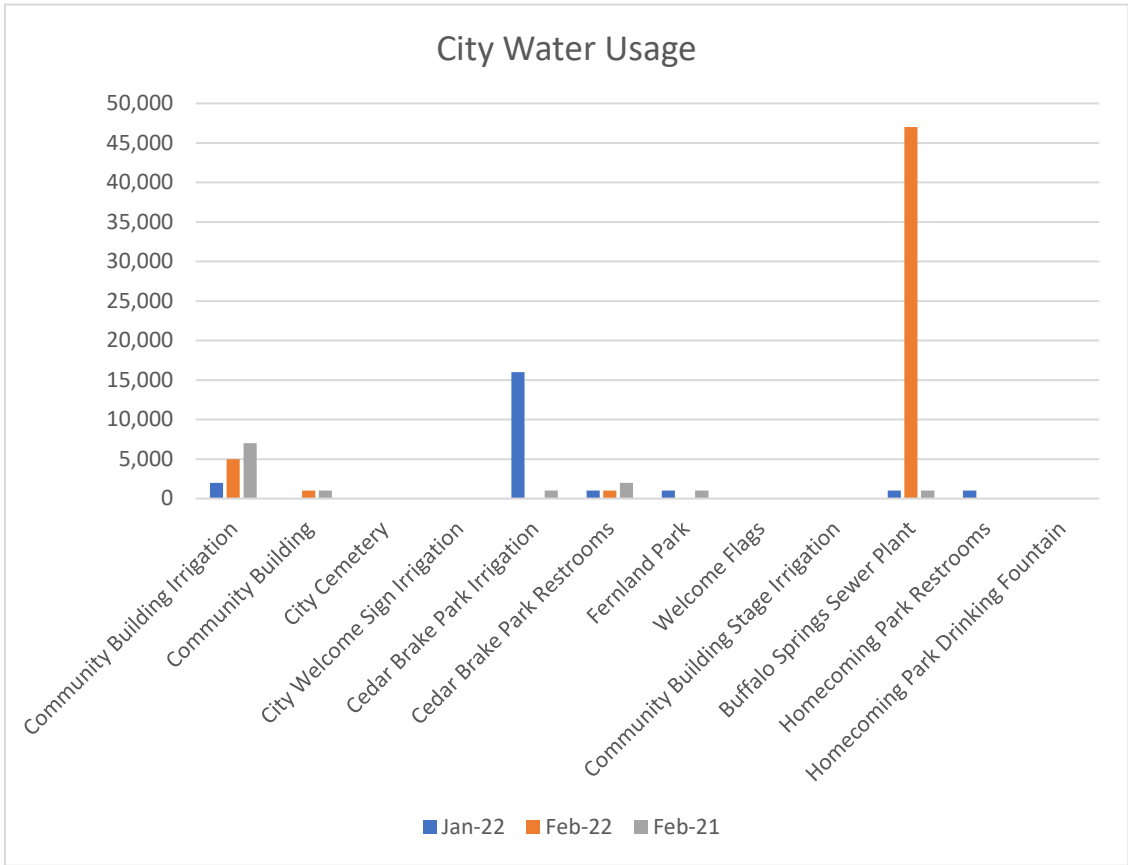
TOTAL REVENUE	
Utilities	\$140,497.34
Permits	\$36,418.00
Vendor/Sign Permit	\$600.00
Flags Sold	\$184.00
Community Building/ Park Rentals	\$1,000.00
Community Building Deposit	\$150.00
PD Reimbursement- TML Albert Chambers	\$68.14
PD Reimbursement- TML Melissa Griffin	\$508.45
Escrow Fees	\$3,297.50
ROW Fees	\$1,539.07
Street Festival Permit	\$150.00
Lease Funds-PD	\$1,111.94
Antiques Festival	\$1,625.00
Street Festival Deposit	\$400.00
Online Transaction Fees Web Payments	\$550.00
Monthly Total:	\$188,099.44

ARREARS			
	60 Days	90 Days	120+ Days
Number of Accounts	6	0	33
Amount	\$256.54	\$0.00	\$4,323.74
GRAND TOTAL:			\$4,580.28

PERMITS	
Type	Permit Total
Building-Residential	24
Plumbing	14
Irrigation	3
Generator	1
Pool	1
Sign	2
Mechanical	20
Electrical	19
TOTAL	84

UTILITIES	
New Water Accts.	45
Disconnected Water Accts.	10
Total Number of Active Accts.	980

CITY ACCOUNT WATER USAGE				
ACCOUNT NAME	ACCT #	Jan-22	Feb-22	Feb-21
Community Building Irrigation	(01-8732-00)	2,000	5,000	7,000
Community Building	(01-0130-00)	0	1,000	1,000
City Cemetery	(01-1110-00)	0	0	0
City Welcome Sign Irrigation	(01-8733-00)	0	0	0
Cedar Brake Park Irrigation	(01-8736-00)	16,000	0	1,000
Cedar Brake Park Restrooms	(01-8735-00)	1,000	1,000	2,000
Ferland Park	(01-8737-00)	1,000	0	1,000
Welcome Flags	(01-8734-00)	0	0	0
Community Building Stage Irrigation	(01-6180-00)	0	0	0
Buffalo Springs Sewer Plant	(01-8821-00)	1,000	47,000	1,000
Homecoming Park Restrooms	(01-8820-00)	1,000	0	0
Homecoming Park Drinking Fountain	(01-8738-00)	0	0	0
City Hall & Irrigation	(01-6190-00)	4,000	5,000	5,000
Cooling Tower Feed	(01-0355-00)	56,000	51,000	52,000
Memory Park	(01-5885-00)	10,000	9,000	8,000





March 17, 2022

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

Re: Monthly Engineering Report
City Council Meeting March 29, 2022

Dear Mayor and Council:

The following is a brief summary that describes our activities since the February 22, 2022 Council Meeting:

Capital Projects:

- 1. Downtown Waterline Replacement** – It is our understanding the contractor has addressed all punch list items identified at the final inspection and we are coordinating with Jones | Carter to obtain all required close out documents.
- 2. Water Plant No. 3 Improvements** – The contractor is continuing construction of the ground storage tank, hydropneumatic tank, and cooling tower. We have received Pay Estimate No. 2 in the amount of \$245,079.18 enclosed as **Attachment 01**. The project is approximately 81% complete by time and 54% complete by value as of February 28, 2022. Below are photos of the progress of work as of March 16, 2022.





3. GLO Projects

- a. **Ander's Branch Drainage Improvements** – We are working with Jones|Carter, GrantWorks, and City Staff to work through regulatory requirements.
 - b. **Dr. Martin Luther King Jr. Drive Ditch Regrading and Sanitary Sewer Rehabilitation** –We presented Recommendation of Award at the last Council meeting to PM Construction & Rehab, LLC in the amount of \$518,319.00. Per Jones | Carter, contract documents are expected to be finalized next month.
 - c. **Water Plant No. 3 Generator** – We presented Recommendation of Award at the last Council meeting to McDonald Municipal and Industrial in the amount of \$368,469.00. Per Jones | Carter, contract documents are expected to be finalized next month.
4. **FM 1097 and Buffalo Springs Drive Traffic Signal Warrant Analysis** – We have requested, but not received, a schedule from TxDOT for design and construction of a traffic signal at this intersection.
 5. **SH-105 and Buffalo Springs Drive Traffic Signal Warrant Analysis** – We provided the completed study to TxDOT for their consideration, but have not received a response at this time.
 6. **2022 Sanitary Sewer Cleaning and Televising – Phase 1** – We held a preconstruction meeting with Pinnacle Pumping Services and City Staff on March 2, 2022 where we provide the contractor Notice to Proceed with work. The contractor has begun televising work and is expected to be complete in May 2022.
 7. **Clepper Sidewalks** – We are nearing completion of the construction plans and are coordinating with the City Attorney and City Staff to obtain the necessary easements.
 8. **15-Year Capital Improvement Plan** – We will hold a workshop later this month to review the CIP and address any comments.

Developments:**1. Feasibility Studies**

- a. No active feasibility studies at this time.

2. Plan Reviews

- a. **Discount Tire** – We provided comments to the developer this month. We are awaiting a revised plan set from the Developer.

3. Plat Reviews

- a. **Porter Farms Preliminary** – We received the revised plat from the Developer and have provided comments back to the Developer. We plan to present the preliminary plat to the Planning and Zoning Commission for review and approval once all comments have been addressed.

4. Ongoing Construction

- a. **Town Creek Crossing, Section 1** – The developer's engineer advised the City that all punchlist items were addressed, with the exception of crosswalk striping, on February 14, 2022. We performed an inspection on February 17, 2022 and found that not all punchlist items had been completed. We are working with the developer to address the remaining punchlist items.

5. One-Year Warranty Inspections

- a. **Villas of Mia Lago, Section 2** – We are continuing to coordinate with the developer to ensure the remaining punch list items are addressed.
- b. **Hills of Town Creek, Section 4** – The warranty period for this project will end on March 24, 2022. We plan to conduct the one year warranty inspection on March 22, 2022

General Ongoing Activities:

1. **Redbird Meadow (Kammerer Tract)** – We received updated phasing and timeline information from the developer for the proposed project. We are working with the developer's engineer to work on the timing of required capital improvements to coincide with the provided phasing plan and schedule.
2. **TPDES Permit Renewal** – The permit renewal applications for both the Stewart Creek and Town Creek wastewater treatment plants were deemed administratively complete and are undergoing technical review.
3. **FM 1097 & Atkins Creek Drainage Improvements (TxDOT)** – We are coordinating with TxDOT to provide any documentation necessary to determine and prepare the easement area that is to be obtained for the project.

Honorable Mayor and City Council
City of Montgomery
Page 4 of 4
March 17, 2022

4. **FM 149 & SH-105 North Bound Right Turn Lane (TxDOT)** – It is our understanding the required utility relocations are still ongoing. It is our understanding the paving work is expected to be complete in May 2022.
5. **Access Management along SH-105 (TxDOT)** – As you are aware, construction has begun on the access management project along SH-105. According to TxDOT, construction within the City is anticipated to be complete in late summer/early fall 2022. It is our understanding the turn lane work within the City is expected to be complete in May 2022.
6. **Biweekly Operations and Developments Call** – We are continuing the biweekly operations and developments calls with City Staff and H2O Innovations.
7. **Emergency Preparedness Plan** – In accordance with Senate Bill 3, we submitted the City's Emergency Preparedness Plan on February 24, 2022. It is our understanding that it is in technical review with the TCEQ. We are expecting comments or approval in the coming months.

Please let me know if you have any questions.

Sincerely,



Chris Roznovsky, PE
City Engineer

CVR/zlgt

Z:\00574 (City of Montgomery)_900 General Consultation\Meeting Files\Engineer's Reports\2022\03.2022\03-2022 Engineer's Report.docx

Attachments - Water Plant No. 3 Improvements – Pay Estimate No. 2
Active Developments Map

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



6330 West Loop South, Suite 150
Bellaire, Texas 77401
Tel: 713.777.5337
www.quiddity.com

March 10, 2022

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

Re: Construction of Water Plant No. 3 Improvements
City of Montgomery
Texas Water Development Board No. 62715

Dear Mayor and Council:

Enclosed is the Application and Certificate for Payment No. 2 from R+B Group, Inc. for the referenced project. This application covers construction activities for the referenced project during the period from January 1, 2022 to February 28, 2022. The estimate is in order and is being submitted in accordance with TCEQ Rule 293.62. We recommend payment in the amount of \$245,079.18 to R+B Group.

As of February 28, 2022, the project is 81% complete by total contract time and 54% by total contract value. The Contractor has requested **0 impact days** for this payment period. During this period, the Contractor set the ground storage asphalt tank padding, started erecting Ground Storage Tank No. 2 along with fill line and suction lines, begun installation & tie-in of Hydropneumatic Tank No. 3.

Sincerely,

A handwritten signature in blue ink, appearing to read "Toby W. McQueary".

Toby W. McQueary, PE

TWM:tms/kmd

K:\W5841\W5841-0030-00 Water Plant No. 3 Improvements\3 Construction Phase\Pay Estimates\Pay Estimate 02

Enclosure

cc: Mr. Richard Tramm – City of Montgomery, City Administrator
Ms. Nicola Browe – City of Montgomery, City Secretary
Mr. Alan Petrov – Johnson Petrov, LLP, City Attorney
Mr. Brian D. Morrison – R&B Group, Inc.
Mr. Chris Roznovsky, PE – Ward, Getz & Associates, PLLC, City Engineer
Mr. Bill Blaik – Texas Water Development Board

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER/CLIENT:
 City of Montgomery
 101 Old Plantersville Road Montgomery, Texas 77316 United States

PROJECT:
 City of Montgomery - WP No. 3 Improvements
 109 Business Park Drive
 Montgomery, Texas 77356

APPLICATION NO: 2
INVOICE NO: 2
PERIOD: 01/01/22 - 02/28/22
PROJECT NOS: W5841-0030-00

DISTRIBUTION TO:

FROM CONTRACTOR:
 R + B Group, Inc.
 1213 N. Durham Dr. Houston, Texas 77008 United States

VIA ARCHITECT/ENGINEER:
 Toby McQueary (Quiddity Engineering, LLC)
 6330 West Loop South Suite 150 Bellaire, Texas 77401
 United States

CONTRACT DATE: 05/26/21

CONTRACT FOR: Construction of Water Plant No. 3 Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. Original Contract Sum	\$996,550.00
2. Net change by change orders	\$23,895.23
3. Contract sum to date (line 1 ± 2)	\$1,020,445.23
4. Total completed and stored to date (Column G on detail sheet)	\$552,800.20
5. Retainage:	
a. 10.00% of completed work	\$55,280.02
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$55,280.02
6. Total earned less retainage (Line 4 less Line 5 Total)	\$497,520.18
7. Less previous certificates for payment (Line 6 from prior certificate)	\$252,441.00
8. Current payment due	\$245,079.18
9. Balance to finish, including retainage (Line 3 less Line 6)	\$522,925.05

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$23,895.23	\$0.00
Total approved this Month:		\$0.00	\$0.00
Totals:		\$23,895.23	\$0.00
Net changes by change order:		\$23,895.23	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: R + B Group, Inc.

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before

me this _____ day of _____

Notary Public:

My commission expires:

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$245,079.18

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT/ENGINEER:

By: Toby McQueary Date: 3-11-2022

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

A Item No.	B Description of Work	C					D		E		F Materials Presently Stored (Not in D OR E)	G		H Balance to Finish (C-G)	I Retainage	
		Qty	Unit Price	Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)		This Period			Total Completed and Stored to Date (D + E + F)				% (G/C)
							Qty	Value	Qty	Value		Qty	Value			
1 - Mobilization, Bonds & Insurance			\$30,000.00	\$30,000.00	\$0.00	\$30,000.00		\$30,000.00		\$0.00	\$0.00		\$30,000.00	100.00%	\$0.00	\$3,000.00
1.1	Move in, Set up, and Bonds	1.0	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00	1.0	\$30,000.00	0.0	\$0.00	\$0.00	1.0	\$30,000.00	100.00%	\$0.00	\$3,000.00
2 - Demolition			\$20,000.00	\$20,000.00	\$0.00	\$20,000.00		\$20,000.00		\$0.00	\$0.00		\$20,000.00	100.00%	\$0.00	\$2,000.00
2.1	Demolish Existing GST	1.0	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00	1.0	\$20,000.00	0.0	\$0.00	\$0.00	1.0	\$20,000.00	100.00%	\$0.00	\$2,000.00
3 - Electrical Construction			\$130,000.00	\$130,000.00	\$0.00	\$130,000.00		\$1,500.00		\$0.00	\$0.00		\$1,500.00	1.15%	\$128,500.00	\$150.00
3.1	Rough in Building	1.0	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$30,000.00	\$0.00
3.2	Underground Duct Bank "J"	1.0	\$24,000.00	\$24,000.00	\$0.00	\$24,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$24,000.00	\$0.00
3.3	Underground Duct Banks "G, H & I"	1.0	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$20,000.00	\$0.00
3.4	Underground Electrical Pull Box	1.0	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$3,000.00	\$0.00
3.5	Existing MCC Modifications	1.0	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$12,000.00	\$0.00
3.6	Existing Autosensory Modifications	1.0	\$25,000.00	\$25,000.00	\$0.00	\$25,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$25,000.00	\$0.00
3.7	GST 1 Electrical Install	1.0	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,500.00	\$0.00
3.8	Hydrotank 3 Electrical Install	1.0	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	0.75	\$1,500.00	0.0	\$0.00	\$0.00	0.75	\$1,500.00	75.00%	\$500.00	\$150.00
3.9	Cooling Tower Electrical Install	1.0	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,500.00	\$0.00
3.10	Above Grade Electrical Work	1.0	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,500.00	\$0.00
3.11	Wire & Cable Installed	1.0	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$6,000.00	\$0.00
3.12	Testing and Checkout	1.0	\$500.00	\$500.00	\$0.00	\$500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$500.00	\$0.00
4 - Plant Work and New GST 1			\$570,000.00	\$570,000.00	\$0.00	\$570,000.00		\$117,490.00		\$272,010.20	\$0.00		\$389,500.20	68.33%	\$180,499.80	\$38,950.02
4.1	Strip & Excavate for GST Foundation	1.0	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	1.0	\$10,000.00	0.0	\$0.00	\$0.00	1.0	\$10,000.00	100.00%	\$0.00	\$1,000.00
4.2	Compact Subgrade	1.0	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	1.0	\$3,000.00	0.0	\$0.00	\$0.00	1.0	\$3,000.00	100.00%	\$0.00	\$300.00
4.3	Set Inside Forms for Ring Foundation	1.0	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00	1.0	\$8,000.00	0.0	\$0.00	\$0.00	1.0	\$8,000.00	100.00%	\$0.00	\$800.00
4.4	Install Rebar for Ring Foundation	1.0	\$14,000.00	\$14,000.00	\$0.00	\$14,000.00	1.0	\$14,000.00	0.0	\$0.00	\$0.00	1.0	\$14,000.00	100.00%	\$0.00	\$1,400.00
4.5	Set Outside Forms for Ring Foundation	1.0	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00	1.0	\$8,000.00	0.0	\$0.00	\$0.00	1.0	\$8,000.00	100.00%	\$0.00	\$800.00
4.6	Pour Concrete for Ring Foundation	1.0	\$50,000.00	\$50,000.00	\$0.00	\$50,000.00	1.0	\$50,000.00	0.0	\$0.00	\$0.00	1.0	\$50,000.00	100.00%	\$0.00	\$5,000.00
4.7	Cure & Strip Forms for Ring Foundation	1.0	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	1.0	\$1,000.00	0.0	\$0.00	\$0.00	1.0	\$1,000.00	100.00%	\$0.00	\$100.00

A Item No.	B Description of Work	C					D		E		F Materials Presently Stored (Not in D OR E)	G		H Balance to Finish (C-G)	I Retainage	
		Qty	Unit Price	Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)		This Period			Total Completed and Stored to Date (D + E + F)				% (G/C)
							Qty	Value	Qty	Value		Qty	Value			
4.8	Backfill GST Ring Foundation	1.0	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00	1.0	\$20,000.00	0.0	\$0.00	\$0.00	1.0	\$20,000.00	100.00%	\$0.00	\$2,000.00
4.9	Fine Grade Backfill	1.0	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	1.0	\$2,000.00	0.0	\$0.00	\$0.00	1.0	\$2,000.00	100.00%	\$0.00	\$200.00
4.10	Set Asphaltic Tank Padding	1.0	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	0.0	\$0.00	1.0	\$10,000.00	\$0.00	1.0	\$10,000.00	100.00%	\$0.00	\$1,000.00
4.11	Erect GST 2	1.0	\$121,008.00	\$121,008.00	\$0.00	\$121,008.00	0.0	\$0.00	0.9	\$108,907.20	\$0.00	0.9	\$108,907.20	90.00%	\$12,100.80	\$10,890.72
4.12	Disinfect & Fill GST 2	1.0	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,000.00	\$0.00
4.13	Bac-T's for GST 2	1.0	\$500.00	\$500.00	\$0.00	\$500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$500.00	\$0.00
4.14	Settlement & Leak Testing for GST 2	1.0	\$500.00	\$500.00	\$0.00	\$500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$500.00	\$0.00
4.15	Excavate Foundation	1.0	\$835.00	\$835.00	\$0.00	\$835.00	0.0	\$0.00	1.0	\$835.00	\$0.00	1.0	\$835.00	100.00%	\$0.00	\$83.50
4.16	Install Reinforcing	1.0	\$835.00	\$835.00	\$0.00	\$835.00	0.0	\$0.00	1.0	\$835.00	\$0.00	1.0	\$835.00	100.00%	\$0.00	\$83.50
4.17	Pour Footings	1.0	\$1,670.00	\$1,670.00	\$0.00	\$1,670.00	0.0	\$0.00	1.0	\$1,670.00	\$0.00	1.0	\$1,670.00	100.00%	\$0.00	\$167.00
4.18	Form Columns	1.0	\$1,670.00	\$1,670.00	\$0.00	\$1,670.00	0.0	\$0.00	1.0	\$1,670.00	\$0.00	1.0	\$1,670.00	100.00%	\$0.00	\$167.00
4.19	Pour Columns	1.0	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	0.0	\$0.00	1.0	\$5,000.00	\$0.00	1.0	\$5,000.00	100.00%	\$0.00	\$500.00
4.20	Form and Pour Housekeeping Pad	1.0	\$13,360.00	\$13,360.00	\$0.00	\$13,360.00	0.0	\$0.00	1.0	\$13,360.00	\$0.00	1.0	\$13,360.00	100.00%	\$0.00	\$1,336.00
4.21	Furnish and Install Galvanized Skid	1.0	\$15,688.00	\$15,688.00	\$0.00	\$15,688.00	0.0	\$0.00	1.0	\$15,688.00	\$0.00	1.0	\$15,688.00	100.00%	\$0.00	\$1,568.80
4.22	Set Cooling Tower	1.0	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00	0.0	\$0.00	1.0	\$8,000.00	\$0.00	1.0	\$8,000.00	100.00%	\$0.00	\$800.00
4.23	Set Heat Exchanger	1.0	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	0.0	\$0.00	1.0	\$1,000.00	\$0.00	1.0	\$1,000.00	100.00%	\$0.00	\$100.00
4.24	Relocate 3" Water Line	1.0	\$5,364.00	\$5,364.00	\$0.00	\$5,364.00	0.0	\$0.00	1.0	\$5,364.00	\$0.00	1.0	\$5,364.00	100.00%	\$0.00	\$536.40
4.25	Relocate CL2 Solution Line	1.0	\$1,490.00	\$1,490.00	\$0.00	\$1,490.00	1.0	\$1,490.00	0.0	\$0.00	\$0.00	1.0	\$1,490.00	100.00%	\$0.00	\$149.00
4.26	12" Hydrotank Tie In	1.0	\$26,820.00	\$26,820.00	\$0.00	\$26,820.00	0.0	\$0.00	1.0	\$26,820.00	\$0.00	1.0	\$26,820.00	100.00%	\$0.00	\$2,682.00
4.27	Air Line	1.0	\$1,490.00	\$1,490.00	\$0.00	\$1,490.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,490.00	\$0.00
4.28	12" DI PW CW Underground	1.0	\$20,860.00	\$20,860.00	\$0.00	\$20,860.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$20,860.00	\$0.00
4.29	12" DI PW HW Underground	1.0	\$20,860.00	\$20,860.00	\$0.00	\$20,860.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$20,860.00	\$0.00
4.30	CW & HW Above ground	1.0	\$20,860.00	\$20,860.00	\$0.00	\$20,860.00	0.0	\$0.00	0.9	\$18,774.00	\$0.00	0.9	\$18,774.00	90.00%	\$2,086.00	\$1,877.40
4.31	Supports	1.0	\$3,725.00	\$3,725.00	\$0.00	\$3,725.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$3,725.00	\$0.00
4.32	Tie in to Cooling Tower	1.0	\$2,980.00	\$2,980.00	\$0.00	\$2,980.00	0.0	\$0.00	0.5	\$1,490.00	\$0.00	0.5	\$1,490.00	50.00%	\$1,490.00	\$149.00

A Item No.	B Description of Work	C					D		E		F Materials Presently Stored(Not in D OR E)	G		H Balance to Finish (C-G)	I Retainage	
		Qty	Unit Price	Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)		This Period			Total Completed and Stored to Date (D + E + F)				% (G/C)
							Qty	Value	Qty	Value		Qty	Value			
4.33	12" GST Fill Line	1.0	\$25,330.00	\$25,330.00	\$0.00	\$25,330.00	0.0	\$0.00	0.9	\$22,797.00	\$0.00	0.9	\$22,797.00	90.00%	\$2,533.00	\$2,279.70
4.34	8" GST Fill Line	1.0	\$22,350.00	\$22,350.00	\$0.00	\$22,350.00	0.0	\$0.00	1.0	\$22,350.00	\$0.00	1.0	\$22,350.00	100.00%	\$0.00	\$2,235.00
4.35	12" GST Suction Line	1.0	\$7,450.00	\$7,450.00	\$0.00	\$7,450.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$7,450.00	\$0.00
4.36	12" GST Equalization Line	1.0	\$32,780.00	\$32,780.00	\$0.00	\$32,780.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$32,780.00	\$0.00
4.37	12" GST Overflow	1.0	\$7,450.00	\$7,450.00	\$0.00	\$7,450.00	0.0	\$0.00	1.0	\$7,450.00	\$0.00	1.0	\$7,450.00	100.00%	\$0.00	\$745.00
4.38	Concrete Support	1.0	\$1,490.00	\$1,490.00	\$0.00	\$1,490.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,490.00	\$0.00
4.39	GST Splash Pad	1.0	\$3,725.00	\$3,725.00	\$0.00	\$3,725.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$3,725.00	\$0.00
4.40	Paint GST Piping	1.0	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$30,000.00	\$0.00
4.41	4" Sanitary Drain	1.0	\$13,410.00	\$13,410.00	\$0.00	\$13,410.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$13,410.00	\$0.00
4.42	Form and Pour Sidewalks	1.0	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$5,000.00	\$0.00
4.43	Rough Grade Site	1.0	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$7,500.00	\$0.00
4.44	Fine Grade Site	1.0	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$7,500.00	\$0.00
4.45	Cut Swales	1.0	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,000.00	\$0.00
4.46	Hydromulch Site	1.0	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,500.00	\$0.00
5 - Cooling Tower			\$90,000.00	\$90,000.00	\$0.00	\$90,000.00		\$0.00		\$0.00	\$0.00		\$0.00	0.00%	\$90,000.00	\$0.00
5.1	Furnish Delta Cooling Tower and Fan Mods	1.0	\$90,000.00	\$90,000.00	\$0.00	\$90,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$90,000.00	\$0.00
6 - Heat Exchanger			\$42,000.00	\$42,000.00	\$0.00	\$42,000.00		\$42,000.00		\$0.00	\$0.00		\$42,000.00	100.00%	\$0.00	\$4,200.00
6.1	Furnish Alfa Laval Heat Exchanger	1.0	\$42,000.00	\$42,000.00	\$0.00	\$42,000.00	1.0	\$42,000.00	0.0	\$0.00	\$0.00	1.0	\$42,000.00	100.00%	\$0.00	\$4,200.00
7 - 10,000 Gallon HPT(See Alt. Bid Item A2)			\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00		\$0.00	100.00%	\$0.00	\$0.00
7.1	10,000 Gallon Hydropneumatic Tank	1.0	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	100.00%	\$0.00	\$0.00
8 - Trench Safety System			\$1.00	\$350.00	\$0.00	\$350.00		\$0.00		\$300.00	\$0.00		\$300.00	85.71%	\$50.00	\$30.00
8.1	Provide Trench Safety System	350.0	\$1.00	\$350.00	\$0.00	\$350.00	0.0	\$0.00	300.0	\$300.00	\$0.00	300.0	\$300.00	85.71%	\$50.00	\$30.00
9 - SWPPP			\$5,000.00	\$5,000.00	\$0.00	\$5,000.00		\$0.00		\$0.00	\$0.00		\$0.00	0.00%	\$5,000.00	\$0.00
9.1	Installation and Maintenance SWPPP	1.0	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$5,000.00	\$0.00
10 - HPT Touch Up Coating			\$10.00	\$1,200.00	\$0.00	\$1,200.00		\$0.00		\$0.00	\$0.00		\$0.00	0.00%	\$1,200.00	\$0.00

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							Qty	Value	Qty	Value		Qty	Value			
10 . 1	Touch up Coating of Exterior Hydrotanks and Piping	120.0	\$10.00	\$1,200.00	\$0.00	\$1,200.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,200.00	\$0.00
11 - HPT Coating			\$6,000.00	\$6,000.00	\$0.00	\$6,000.00		\$0.00		\$0.00	\$0.00		\$0.00	0.00%	\$6,000.00	\$0.00
11 . 1	Blast and Recoat Interior HPT 1	1.0	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$6,000.00	\$0.00
12 - Surface Prep and Coat Booster Pumps			\$10,000.00	\$10,000.00	\$0.00	\$10,000.00		\$0.00		\$0.00	\$0.00		\$0.00	0.00%	\$10,000.00	\$0.00
12 . 1	Blast and Recoat Booster Pumps and Piping	1.0	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$10,000.00	\$0.00
A2 - In lieu of Bid item #7			\$92,000.00	\$92,000.00	\$0.00	\$92,000.00		\$69,500.00		\$0.00	\$0.00		\$69,500.00	75.54%	\$22,500.00	\$6,950.00
13 . 1	Form HPT Footings	1.0	\$5,500.00	\$5,500.00	\$0.00	\$5,500.00	1.0	\$5,500.00	0.0	\$0.00	\$0.00	1.0	\$5,500.00	100.00%	\$0.00	\$550.00
13 . 2	Pour HPT Footings	1.0	\$17,000.00	\$17,000.00	\$0.00	\$17,000.00	1.0	\$17,000.00	0.0	\$0.00	\$0.00	1.0	\$17,000.00	100.00%	\$0.00	\$1,700.00
13 . 3	Strip Forms	1.0	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	1.0	\$1,000.00	0.0	\$0.00	\$0.00	1.0	\$1,000.00	100.00%	\$0.00	\$100.00
13 . 4	Install 15,000 Gallon Hydrotank	1.0	\$46,000.00	\$46,000.00	\$0.00	\$46,000.00	1.0	\$46,000.00	0.0	\$0.00	\$0.00	1.0	\$46,000.00	100.00%	\$0.00	\$4,600.00
13 . 5	Install Misc. HPT Appurtenances	1.0	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,500.00	\$0.00
13 . 6	Blast and Prime HPT	1.0	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$10,000.00	\$0.00
13 . 7	Paint Interior and Exterior of HPT	1.0	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$10,000.00	\$0.00
(Unspecified Cost Code Tier 1)			\$23,895.23	\$0.00	\$23,895.23	\$23,895.23		\$0.00		\$0.00	\$0.00		\$0.00	0.00%	\$23,895.23	\$0.00
14 . 1	Item 13 - Additional cost for the bolted steel GST pricing	1.0	\$23,895.23	\$0.00	\$23,895.23	\$23,895.23	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$23,895.23	\$0.00
Grand Total:			\$1,018,906.23	\$996,550.00	\$23,895.23	\$1,020,445.23		\$280,490.00		\$272,310.20	\$0.00		\$552,800.20	54.17%	\$467,645.03	\$55,280.02

AFFIDAVIT OF BILLS PAID


**THE STATE OF TEXAS
COUNTY OF HARRIS**

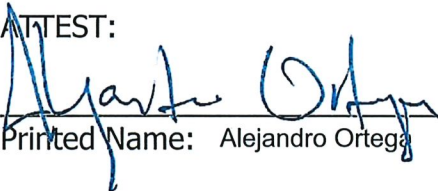
I, T. Michael Haralson being duly sworn that he is Vice President of R & B Group, Inc., of Harris county, Texas (hereinafter called "Company"); and

That said company has performed work and/or furnished material for Water Plant 3 Improvements for City of Montgomery (hereinafter called "Owner"), pursuant to a contract, dated Contract Date (hereinafter called "Contract") for the construction of:
Water Plant No. 3 Improvements

That all just and lawful invoices against the Company for labor, materials and expendable equipment employed in the performance of the Contract have been paid in full prior to acceptance of payments for the Owner; and

That no mechanic's or materialman's liens have been filed upon the property of the Owner or materials incorporated into the Facilities.

By: 
Printed Name: T. Michael Haralson
Title: Vice President

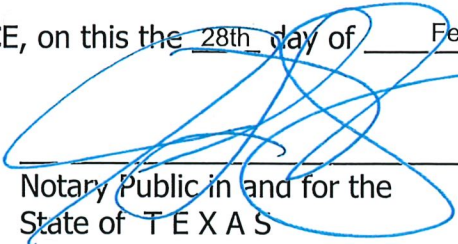
ATTEST:

Printed Name: Alejandro Ortega

**THE STATE OF TEXAS
COUNTY OF HARRIS**

Before me, the undersigned authority, on this day personally appeared T. Michael Haralson, Vice President, of R & B Group, Inc., known to me to be the person and office whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of such R & B Group, Inc., for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 28th day of February,

2021


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

Printed Name: Jose Vallejo
Commission Expires: _____

