

**Notice of City Council  
AGENDA**

**May 10, 2022 at 6:00 PM**

**NOTICE IS HEREBY GIVEN** that a Meeting of the Montgomery City Council will be held on **Tuesday, May 10, 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](http://www.montgomerytexas.gov) under Agenda/Minutes and then select **Live Stream Page (located at the top of the page)**. The Meeting Agenda Pack will be posted online at [www.montgomerytexas.gov](http://www.montgomerytexas.gov). The meeting will be recorded and uploaded to the City’s website.

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE TO FLAGS**

**VISITOR/CITIZENS FORUM:**

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

**CONSENT AGENDA:**

- 1.** Presentation of Proclamation by Mayor designating the week of May 15-21, 2022 as “National Public Works Week”.
- 2.** Minutes of City Council Meeting April 12, 2022
- 3.** Minutes of City Council Meeting April 26, 2022

**CONSIDERATION AND POSSIBLE ACTION:**

- 4.** Consideration and possible action regarding the City entering into a Development Agreement with Redbird Meadow Development, LLC.
- 5.** Consideration and possible action regarding adoption of the following Ordinance: “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS CONSENTING TO A PETITION FOR THE CREATION OF MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 215 IN MONTGOMERY COUNTY, TEXAS AND ESTABLISHING CONDITIONS APPLICABLE TO THE CREATION OF THE DISTRICT”
- 6.** Consideration and possible action authorizing the City Engineer to proceed with design of the Old Plantersville Road 12” Waterline Loop and Old Plantersville Road Sanitary Sewer Force Main project pursuant to the Development Agreement between the City and Redbird Meadow Development, LLC.
- 7.** Consideration and possible action on authorizing the City Administrator to execute an interlocal agreement with Montgomery County to share in the cost of emergency repairs to the bridge on Lone Star Parkway immediately east of Plez Morgan Dr.

8. Scheduling a Special Council Meeting to be held on Tuesday, May 17, 2022 at 6:00 PM. to canvass the May 7, 2022 City General Election results to administer the Oath of Office for the Mayor and City Council positions 2 and 4.

**DEPARTMENTAL REPORTS:**

**EXECUTIVE SESSION:**

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

**POSSIBLE ACTION FROM EXECUTIVE SESSION:**

>551.071 (Consultation with attorney).

**COUNCIL INQUIRY:**

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

**ADJOURNMENT**

Nici Browe

City Secretary & Director of Administrative Services

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 May 6, 2022 at 4:45 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.*

---

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> May 10, 2022	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Public Works	<b>Prepared By:</b> Mike Muckleroy

**Subject**

This is to support the Mayor in her Proclamation of designating the week of May 15-21, 2022 as “National Public Works Week”.

**Recommendation**

Motion to approve the Proclamation designating the week of May 15-21, 2022 as “National Public Works Week”.

**Discussion**

The American Public Works Association designates the week of May 15-21, 2022 as National Public Works Week. This Proclamation gives recognition to the public and private sectors of our Public Works team in their efforts to keep the City’s infrastructure and public services running effectively and efficiently.

**Approved By**

Director of Public Works	Mike Muckleroy	Date: 05/03/2022
City Administrator	Richard Tramm	Date: 05/03/2022

**MINUTES OF REGULAR MEETING OF  
MONTGOMERY CITY COUNCIL  
April 12, 2022, at 6:00 PM**

**CALL TO ORDER**

Mayor Sara Countryman called the meeting to order at 6:00 p.m.

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

- Also Present: Richard Tramm City Administrator
- Dave McCorquodale Assistant City Administrator
- Nici Browe City Secretary & Director of Administrative Services
- Alan Petrov City Attorney
- Chris Roznovsky, PE WGA Consulting, City Engineer

**INVOCATION**

Councilmember Kevin Lacy gave the Invocation.

**PLEDGE OF ALLEGIANCE TO FLAGS**

**VISITOR/CITIZENS FORUM:**

**Mr. Efrain Lucas** addressed City Council and did not wish to disclose his address due to safety concerns, however wanted to address item # 16 and per the constitution of the United States of America, Freedom of speech shall not oppress.

**Mr. Bill Clevenger** was not present but submitted a form to speak.

**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).

Council discussed what the purpose of the CenterPoint Grip notice was for and if they need to take action. Council discussed the escrow agreements. The City Engineer was able to clarify any concerns regarding the feasibility study.

Councilmember Julie Davis asked if the repairs as per item #6 would include the replacement of the bannisters on the pavilion.

Mike Muckleroy, Public Works Director stated that it would not, it is for specific equipment only.

Councilmember Byron Sanford moved to accept the consent agenda items 1-7 as presented. Mayor Pro Tem Wilkerson seconded the motion. The motion carried (5-0)

#### **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.

Mike Muckleroy, Public Works Director presented this item and stated that this is their annual review and a time where the city can add or delete items from the scope of work, as necessary. Mr. Muckleroy went on to state that they have been very pleased with their performance and would wish to continue. However, he wanted to inform the Council that due to the increase of fuel costs, the rate will increase slightly to compensate for the fuel.

Councilmember Julie Davis asked Mr. Muckleroy if his adopted budget would allow for the increase.

Mr. Muckleroy stated it would but would be a little closer than he would prefer.

Councilmember Sanford stated that as members of the Council they are committed to the concerns of the taxpayer and asked Mr. Muckleroy what it would take to do the service in house, would it be cost prohibitive.

Mr. Muckleroy responded that it would require considerable time and equipment and would lead to the department hiring at least three persons, however, most likely as full time seasonal workers.

Councilmember Byron Sanford moved to approve the renewal of the contract with Cody's Lawn Service with the increase of 7% to accommodate the rise in fuel costs. Councilmember Carol Langley seconded the motion. The motion carried (5-0).

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.

Dave McCorquodale, Assistant City Administrator provided recap on the Specific Use Permit application and declared he would turn it over now to the mayor to open the public hearing.

b. Convene into a Public Hearing on the Special Use Permit application.

Mayor Countryman **opened the public hearing at 6:15 P.M.**

Mayor and Council invited members of the public to address them on this item.

No members of the public addressed City Council.

Mayor Countryman **closed the public hearing at 6:16 P.M.**

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.

Mr. McCorquodale responded to Council's questions regarding ownership of the property. He advised council that the Planning & Zoning Commission recommended approval of this Specific Use Permit (SUP), with the condition that an all-weather surface was installed at the driveway.

Council discussed various options that they considered were "all weather" surfaces and asked Mr. McCorquodale if the intent of the P&Z Commission was to suggest paving, i.e., asphalt.

Mr. McCorquodale responded that he could not speak for the Commission's intent, however, Council can make their recommendations as long as they are reasonable and prudent.

Julie Davis, Councilmember discussed the issue for her was that this was a residential property, not commercial, however, with the approval of this SUP, would it require the Zoning Ordinance to be changed. She had some concerns.

Jeffrey Waddell, Chairman of the Planning & Zoning Commissioner provided City Council with the Commission's concerns regarding safety, especially when it is raining and muddy at the location. He went on to add that the tracking of mud from the location onto the street was another concern. He also added that they did not say "paving" just something to place at the entrance, as there is also a low dip. The Commission briefly discussed utilizing stone.

Councilmember Davis reiterated her concerns about it being a residential zoning, and that there is consistency and continuity through the city's processes and determinations.

Councilmember Lacy spoke with regards to the fact that Mr. Jackson has been selling Firewood from this location for approximately 15 years and felt to do this now, was troubling.

Mayor Countryman stated that the City makes others have insurance and a permit, therefore, this project and Mr. Jackson should too.

Council continued their discussion with regards to Mr. Jackson's SUP application and their differing opinions on what should and should not be approved.

Mayor Countryman voiced her concern that the SUP is a vehicle in which an applicant can get around the City's adopted ordinances. She inquired that if this were approved, with the all-

weather surface as being recommended, who would do the enforcement, to insure everything is done correctly.

Mr. McCorquodale responded that the responsibility would be directed to the City's Code Enforcement Officer.

Councilmember Julie Davis moved to approve the Specific Use Permit for this item with the amendment of removing the wording "All weather surface." Councilmember Kevin Lacy seconded the motion. The motion carried (5-0).

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.

Mr. Richard Tramm, City Administrator introduced Mr. James Gilley from US Capital advisors to present information on the sale of the Tax Notes.

Mr. James Gilley, thank Mayor and Council for their time and stated that he was here to report on the Bond sale that took place this morning. He advised Council that there was a total of seven bids, the best bidder being Samco with a 2.530235% rate out of Dallas, Texas. The Underwriters that this rate was good as all were within the 2.5% regions.

The bond rating remains as AA by the rating agencies and will remain as long as the city maintains its reserves.

Mr. Gilley stated that if City Council approved this item, that he would expect to close on this May 12, 2022.

Mayor Countryman commented that she has since her tenure, placed her focus on being fiscally responsible, and has made huge efforts to pay off debts.

Mr. Tilley explained that there would be \$1.6 million issuance of principal with Samco, over the course of payments will provide \$1.7 million to spend on projects the city has already identified.

Mr. Alan Petrov, City Attorney advised City Council that the appropriate motion would be to approve the issuance of the tax notes.

Councilmember Julie Davis inquired with the attorney, asking why there was an election for the sale of tax notes.

Mr. Petrov provided a detailed explanation of when bond elections would be required, especially for large and longer-term bonds, however this bond is only for approximately 7 years.

Councilmember Byron Sanford moved to approve the issuance of the tax notes as presented. Councilmember Kevin Lacy seconded. The motion passed (4-1) Councilmember Julie Davis against.

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.

Chris Roznovsky, City Engineer provided a report on the acceptance of the above project. He reported that the punch list items have now been completed and the one-year warranty period will commence upon acceptance. The area of concrete that was holding water has been fixed, retested, and is now not holding water at all.

Mr. Roznovsky spoke about the sidewalks and that the plan had changed since its original submission and is now only going as far as the landscape buffer.

Councilmember Byron Sanford and Councilmember Julie Davis both questioned the engineer about the sidewalk, and walkability and Buffalo Springs, citing that Buffalo Springs really needs the sidewalks.

The Engineer responded that there will be a sidewalk, however along to the Landscape reserve.

Councilmember Julie Davis stated that she felt that if one was originally submitted on the plat, it should be placed there.

Councilmember Kevin Lacy stated that he understands that they are not planning one now, but he felt that it should be requested that they do at some point in the future.

Mr. Roznovsky stated that they would have a conversation with the developer in regard to Council's request.

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

Mr. Richard Tramm advised City Council that since the departure of one of the Planning and Zoning Commissioners a vacancy had occurred, and the city has received applications for the position.

He added that Council could ask for more information from each candidate if they so choose.

Councilmember Carol Langley asked if any of the applicants were present.

Mr. Tramm responded that it did not appear so, however, he would request them to attend at the next meeting should the Council wish to defer until then.

Councilmember Carol Langley moved to table this item until the next council meeting. Councilmember Kevin Lacy seconded the motion. The motion passed (5-0).

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.

Mr. Richard Tramm advised Council that he did not place this item on Consent, as he wished to be open about the item. He spoke to Council about the ETJ, City of Conroe and the impact of City of Conroe annexing the land, which was City of Montgomery would not collect tax, just water and sewer. There was a requirement for a study of the ninety acres of which 123 is the overall makeup of the development.

Mayor and Council asked detailed questions concerning the EMS, Fire, Water and Sewer. They also asked if this City could annex it if City of Conroe chose not to.

Alan Petrov, City Attorney advised that City of Montgomery could not do anything, until and if City of Conroe released the portion of land in the ETJ, however cautioned that where a lot of cities release annexations, City of Conroe has not done so in the past.



Council discussed the feasibility study to be completed should only be focused on the ninety acres.

Councilmember Julie Davis moved to approve the feasibility study of the ETJ, with a focus on the ninety acres. Councilmember Carol Langley seconded the motion. The motion passed (5-0).

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

Dave McCorquodale presented this item and informed Council that the Farmers Market that uses the Ransom's Parking Lot, approached the city to use Clepper Street instead, on a weekly basis and ongoing to the foreseeable future.

Mr. McCorquodale explained that there were many things to consider, one being on a legal issue as to whether this becomes a tenant situation.

Mayor and Councilmember all voiced their concerns about the coordination come heavy trash day, and that the driveways in and out pose a risk. Councilmember Julie Davis was gravely concerned about the city's liability with the parking lot and the road at the back's condition. Unsafe surface.

Mayor Countryman asked about the old play equipment and the dangers it posed.

Mr. Muckleroy informed Mayor and Council that the equipment has been removed.

Mr. Alan Petrov, City Attorney stated where liability concerns exist, they can be addressed by asking for insurance with the City noted on document.

Mr. McCorquodale concluded the presentation by stating that at this point it is early stages in the planning, and he will consult with legal and other parties to make sure to come back with items that will address Council's concerns.

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.

Lt. Joe Belmares presented this item in the absence of Police Chief Solomon. He informed Council of the grant funding amount and that the city could obtain two patrol cars with this grant and the city would only need to add \$2700.00. All equipment and two patrol cars with a total cost to the city of \$2700.00.

Councilmember Carol Langley inquired when the deadline for the grant application was.

Lt. Belmares stated that Ms. Kristen Goode from the Police Department was currently working on all submission items.

Councilmember Julie Davis asked about the patrol car that was wrecked.

Lt. Belmares stated that it was decided that PD would have six new vehicles by the end of the year.

Councilmember Carol Langley moved to approve the resolution for the grant as presented. Councilmember Sanford seconded the motion. The motion passed (3-2), Councilmember Davis and Lacy voted against.

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

Mr. Tramm informed Council that he had conducted research of other cities regarding the items on the agenda that specifically relates to the public being able to speak. He stated that it is not a policy change but merely a revision of the wording currently on the agenda to reflect the Ordinance governing meetings and public participation.

Council discussed the version presented by Mr. Tramm and recommended that the last sentence be strike out, as it was redundant and change Mayor to Presiding Officer, in order to cover all eventualities.

Councilmember Julie Davis moved to approve the revisions as stated by council. Councilmember Kevin Lacy seconded the motion. The motion passed (5-0).

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.

Lt. Joe Belmares presented this item, in the absence of the Police Chief. He stated that it has been recommended that Corrine the City's Code Enforcement Officer be the lead recipient of all permits at the city. She is able to review permit applications and review ordinances and is confident that she can do both her workload as code enforcement officer and the permit applications. Her skill set and previous experience has her well versed in the ICC Building Codes and is looking to enroll in an ICC class.

Mayor and members of the Council addressed their concerns about overloading employees with too many duties, and Ms. Tilley had been hired specifically with code enforcement in mind. If she is holed up reviewing permits, plans etc., who would be doing code enforcement.

Mayor and Council discussed this with Mr. Tramm and Mr. McCorquodale and Lt. Belmares and felt they could not comfortably approve this item.

Councilmember Carol Langley moved to table this item for approximately six months. No member of council seconded the motion. Motion dies.

Councilmember Julie Davis moved to deny this item. Councilmember Kevin Lacy seconded the motion. Motion passed (4-1). Councilmember Carol Langley against.

### **DEPARTMENTAL REPORTS:**

18. City Administrators Report

Mr. Richard Tramm provided his department report including his proposal of a 3% cost of living increase (COLA) and the plan to visit that at the next City Council meeting. He also informed them of the Audit being presented at the next City Council meeting.

Councilmember Julie Davis inquired about the records request RR 2022-28 and asked why it had taken so long to complete.

19. Sales Tax Report

Mr. Tramm provided the Council with the updated Sales Tax Report.

20. Finance and Quarterly Report

Mr. Anthony Lasky provided his department report and advised council that he had condensed the report for easier reading. He spoke to them about the budget summary and the amendment to the budget.

21. Police Department Report

Lt. Belmares provided the Police Department report.

Council inquired about the recent vehicle accident involving an officer and asked if any of Montgomery PD Officers attended the murder as one councilmember did not see any MPD at the scene.

Lt. Belmares confirmed that the accident that occurred involving an officer, no one was injured and the matter is being resolved through the proper channels and that in fact with regards to the murder, Montgomery Police Officers were the first on the scene, however, it was not their jurisdiction it was the County, so once the county arrived our officers provided assistance.

22. Court Report

Ms. Kim Duckett, Court Administrator provided City Council with details of her department report.

23. Public Works Report

Mr. Mike Muckleroy provided City Council with an update on his report and the Eagle Scout project, which was a solar light project at memorial park, stating it turned out really nice.

Council discussed with Mr. Muckleroy the reservations at the Pavilion and the Rotary Club.

Councilmember Carol Langley inquired where the funds go.

Mayor Countryman responded that they go into the Parks Fund.

Councilmember Carol Langley also inquired about the bridge that is need of attention.

Mr. Muckleroy updated council and stated that both he and Chris the city engineer were out there, and just to clarify that it isn't a bridge, but rather a covered culvert with handrails.

Mayor Countryman inquired about who was responsible for painting the Simonton House.

Mr. Muckleroy informed Mayor and Council that the contractor was authorized approximately four months ago and then the project got pushed back and back then about two weeks ago the contractor officially let him know that they could not do the job, he has now gotten out for more quotes to complete the work.

Councilmember Lacy asked if it would be appropriate for him to suggest someone within the city.

Mr. Muckleroy responded he would be appreciative of all recommendations. He went on to inform Council that the parking buffers are still on going for the painting.

24. Utility Operations Report H20

Mr. Muckleroy presented the report as Michael was unable to attend this evening. He spoke about the flushing that has occurred and hence the numbers.

Councilmember Julie Davis asked about the status of the Lift Station #3.

Mr. Muckleroy provided the Councilmember with an update on the lift station, the bus barn, and the replacement of the pump with a new style impeller.

Mayor Countryman took the opportunity of speaking with the Mr. Muckleroy, Public Works Director about the recent power outages and the conflict that exists between TXDOT and Entergy regarding a pole.

Mr. Muckleroy and Mr. Chris Roznovsky responded to their best of their knowledge that there was not a start date for the turn lane.

25. February 2022 Utility Report

Mr. Tramm provided City Council with the February 2022 utility report, including the notable amount of 1500 ROW permits.

26. City Engineers Report

Mr. Chris Roznovsky provided City Council with a detailed report and status update on various projects within the city, including sidewalks, easements, ROW, drainage improvements and the Hills of Town Creek phase 4.

Councilmember Julie Davis spoke to the Capital Improvement Plan and the new proposed two hundred acres. She inquired if Mr. Roznovsky would provide an update on just the ninety acres.

Councilmember Julie Davis moved to approve the departmental reports. Councilmember Kevin Lacy seconded the motion. Motion passed (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, including the City Administrator's review.

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

**Council went into Executive Session at 8:18 P.M.**

**CITY COUNCIL RECONVENED AT 9:26 P.M.**

**POSSIBLE ACTION FROM EXECUTIVE SESSION:**

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

Councilmember Julie Davis moved to direct the City Attorney to proceed as directed by City Council. Councilmember Kevin Lacy seconded the motion. Motion passed (5-0).

**COUNCIL INQUIRY:**

Pursuant to Texas Government Code Sect. 551.042 the Mayor and Council Members may inquire about a subject not specifically listed on this Agenda. Responses are limited to the recitation of existing policy, or

a statement of specific factual information given in response to the inquiry. Any deliberation or decision shall be limited to a proposal to place on the agenda of a future meeting.

Mayor Pro Tem inquired regarding the status of merchandise to celebrate the City of Montgomery. He had been asked for some and he was looking forward to seeing different things.

Councilmembers discussed and suggested various ideas for merchandise, and designs.

Mr. Tramm stated he will work on that and he would be working with MEDC on ideas for sample products.

**ADJOURNMENT**

Councilmember Kevin Lacy made a motion to adjourn. Councilmember Julie Davis seconded the motion. The motion passed (5-0).

**ADJOURNMENT 9:31 P.M.**

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

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

Nici Browe, City Secretary

\_\_\_\_\_

Sara Countryman, Mayor.

**Notice of City Council  
MINUTES  
April 26, 2022, at 6:00 PM**

**CALL TO ORDER**

Mayor Sara Countryman called the meeting to order at 6:00 p.m.

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

- |               |                     |  |
|---------------|---------------------|--|
| Also Present: | Richard Tramm       | City Administrator                                   |
|               | Dave McCorquodale   | Assistant City Administrator                         |
|               | Nici Browe          | City Secretary & Director of Administrative Services |
|               | Alan Petrov         | City Attorney  |
|               | Chris Roznovsky, PE | WGA Consulting, City Engineer                        |

**INVOCATION**

Councilmember Byron Sanford provided the Invocation.

**PLEDGE OF ALLEGIANCE TO FLAGS**

**VISITOR/CITIZENS FORUM:**

Jacob Irving – 11710 Grandview Drive, Montgomery. Addressed City Council as to a new business in the City of Montgomery.

Mr. Irving introduced himself and stated that as a 16-year-old he has a vision for his future. He is currently a junior at Lake Creek High School and participates in the CTE Program. He has been planning for a business for the better of the City, he has worked countless hours on planning and organizing his dream as well as being in the top 5% of his class maintaining high grades. The business name is “Pop Pops Dandy Dog”. A Business named and in honor of his grandfather who owned a restaurant in the 1980’s in Lewisville, Texas.

Mr. Irving went on to describe the menu he planned to serve to the community from a clean mobile food truck. He has been granted permission by the owner of 404 Caroline Street to locate his food truck there, he just needs to obtain the necessary permits and he is ready to open for June 2022.

He concluded his address to Council by stating he is not here to make waves or open old wounds; he is a teenage entrepreneur and wants to serve the families in Montgomery.

**CONSENT AGENDA:**

**CONSIDERATION AND POSSIBLE ACTION:**

1. Recognition of Montgomery resident Ryan Kadlubar in honor of his achieving the rank of Eagle Scout.

Mr. Richard Tramm introduced this item. Mayor, Sara Countryman then read the proclamation honoring the great achievement of becoming an Eagle Scout.

Mayor Countryman also handed him a Texas Flag that had been flown over City Hall on the day he was inducted into the Eagle Scout designation – April 19, 2022.

Mayor, Council, staff and all in attendance gave Ryan Kadlubar a round of applause and standing ovation.

2. Consideration and possible action to approve an Ordinance of the City of Montgomery, Texas amending its Municipal Budget for the Fiscal Year 2020-2021, Budget amendment No. 1; providing a repealing clause and a Texas Open Meetings Act Clause; and providing an immediate effective date.

Mr. Richard Tramm introduced this item. He informed City Council that as typical at the wrap up of the audit a budget amendment was required for finalization.

Councilmember Julie Davis stated Exhibit A, is confusing, as the amounts shown are way off and would like some additional explanation.

Mr. Tramm explained that one of the line items exceeded adopted budget, such as computer technology.

Mayor Countryman asked how it was possible to exceed budget in excess of \$55,000.

Mr. Anthony Lasky, Senior Accounting Clerk stated that the format is incorrect on the attachment and would excuse himself to pull the correct report and provide the correct budget amendment amount.

Mayor Countryman asked Mr. Tramm if he had reviewed the exhibit prior to distribution as it concerned her.

Mr. Anthony Lasky provided Mayor and Council with the correct budget amendment amount of \$324,123.

Councilmember Julie Davis moved to approve the budget amendment in the amount of \$324,123.

Councilmember Byron Sanford seconded the motion. Motion passed (5-0).

3. Consideration and Possible Action regarding the Annual Financial Report for the fiscal year ending September 30, 2021, as prepared by Belt Harris Pechacek, LLP.

Darla Dear from the City’s Auditors, Belt Harris Pechacek, LLP presented the highlights of the City’s audit and noted that the City received an “Unmodified Opinion”, which is an excellent result.

Mayor Countryman inquired if in Darla’s opinion the City is in a good position financially.

Ms. Dear responded, yes absolutely.

Mayor and Council thanked Ms. Dear for her presentation and the audit.

Councilmember Byron Sanford moved to accept the audit as presented. Councilmember Kevin Lacy seconded the motion. The motion passed (5-0).

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

Mr. Richard Tramm informed Council that at Council’s request from the last meeting, this item has been brought back for consideration and the applicants were requested to attend.

He noted that only two of the three applicants were in attendance.

Mayor and Council requested that each candidate address them and give a brief presentation on their desires, background and vision for the City.

Mr. Daniel Gazda addressed City Council.

Mr. Timothy Davis addressed City Council.

Councilmember Julie Davis informed Mayor and Council that she will recuse herself from discussing and voting on this item, due to the relationship between her and Mr. Davis, applicant.

Councilmember Byron Sanford moved to approve Mr. Daniel Gazda to the position of Planning & Zoning Commissioner Place 3. Carol Langley seconded the motion.

The motion was a tie vote (2-2-0) with Mayor Countryman voting Aye. Motion Passed (3-2) Councilmember Julie Davis abstained from the vote. Councilmember Lacy and Mayor Pro Tem Wilkerson voted against.

5. Consideration and possible action on Porter Farms Public Improvement District Presentation.

Mr. Ken Schott with Waterstone Development Group, the development company for Porter Farms provided a brief presentation and handout to council for this item. He advised council that this development was originally touted to be affordable housing, however, like the rest of the nation, materials have risen vastly therefore the prices of the homes will increase also.

Mayor and Council discussed with the developer options and concerns regarding the entrance and exit on road 149, square foot for each lot, home pricing, and the privacy fencing as well as medians.

Mr. Schott provided Mayor and council with the information that if approved tonight to go forward with the PID that they could expect construction to be complete within the year. Weather events are traditionally causes of holdups.



Mr. Tramm informed Council that the item tonight was for the developer to seek a direction from the City to go forward and annex and put a PID there.

Mayor Pro Tem Wilkerson asked about the trees and what could be done with them.

Mr. Roznovsky explained that even with the placement of underground utilities they can keep the trees.

Councilmember Kevin Lacy moved to approve moving forward with the PID. Councilmember Byron Sanford seconded the motion. The motion passed (5-0).

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

Mr. Tramm introduced this item and informed Council on the staff's recommendation on acceptance.

Mr. Jonathan White, Squared Engineering spoke to City Council regarding the infrastructure and responded to questions from council.

Mr. Chris Roznovsky assisted Mr. White in responding to council's questions.

Councilmember Byron Sanford moved to accept the Infrastructure of Town Creek Crossing Section One. Councilmember Kevin Lacy seconded the motion. The motion passed (5-0).

7. Consideration and possible action on a variance request to storm water conveyance requirements of City of Montgomery Design Criteria Manual for the Hills of Town Creek Section Five development.

Mr. Richard Tramm introduced this item and explained the details on the variance request, developer wanting to use polypropylene pipe instead of concrete for drainage.

Mr. Chris Roznovsky provided City Council with detailed and comprehensive details and explanation about the usage of the pipe industrywide, how the County of Montgomery approves its use per their design criteria, however the City's Subdivision rules and regulations negate its use and still looks to concrete or corrugated metal.

Craig Vickery, ADS the manufacturer of the propylene pipe introduced himself to Mayor and council and provided information regarding the product, its use elsewhere within the United States and where they are at in the approval process with TXDoT and stated that they have the DOT approvals. He provided an extensive overview of how the pipe would be installed, and that any failure is usually due to incorrect back fill. He and Mr. White explained regarding the "Mandrel test" and how it is performed to find any potential deflection issues.

Councilmember Byron Sanford stated that he felt there was not yet enough data for him to comfortably go forward and use this product instead of the traditional materials.

Mayor, Council, Mr. Roznovsky and Mr. Vickery had an extensive discussion of its uses, county use thus far, the fact it is new technology, cost comparison vs quality comparison.

Councilmember Byron Sanford moved to deny the variance request. Councilmember Julie Davis seconded the motion. The motion passed (5-0).

8. Discussion and consideration of mid-year cost of living adjustment for City staff.

Mr. Richard Tramm introduced the item and explained that when this was first addressed it was at the beginning of what looked like a trend towards increased inflation. It was decided to bring it back six months later. He added that he has looked at the Consumer Price Index and felt that the increase of 8.5% over the last 12 months was significant. He went on to provide the increases being considered or have occurred at local cities nearby and similar to the City of Montgomery. He concluded his presentation by recommending an increase of COLA of 5.5% for all staff.

City Council discussed this item, with Councilmember Byron Sanford urging management to look into utilizing the HGAC as they are a very good source of monies, and in the preparation of their budget could see the large inflation that has occurred.

Councilmember Sanford continued by saying he was not comfortable giving it across the board, and felt the exempt staff, which are mostly management should be performance goal based.

Councilmember Julie Davis said she was struggling to not give it across the board, it should be for all staff.

Councilmember Byron Sanford moved to approve the 5.5% COLA increase for all nonexempt staff, retroactive from April 17, 2022, and to bring back a plan for review in approximately 30 days for the Exempt staff.

Richard Tramm confirmed that 30 days out would make it the Council meeting of May 24, 2022.

Councilmember Davis seconded the motion. The motion passed (5-0).

**DEPARTMENTAL REPORTS:**

- 9. City Administrator's Report.
- 10. Sales Tax Report
- 11. Municipal Court Report
- 12. Public Works Report
- 13. Finance Report
- 14. Police Department Report
- 15. Utility Operations Report
- 16. March 2022 Utility Report

Mayor and Council listened to each department report, seeking clarification and questions with concerns on items such as, Grant Works Home Grant program, Municipal Court Citation count, Lift pump concerns, sewer taps and charges, pool drain and sewer charge, MISD event and Public Works crews removing trash post event. Water quality conditions of past and present.

Councilmember Kevin Lacy stated that he wished to discuss the grant for the police units and that he voted against it, as he misunderstood the process in which they would be obtained.

Mayor Sara Countryman asked the City Secretary and the City Administrator if she could have the supplementals on the Montgomery Grove, which was discussed at the March 8, 2022, Council meeting added to the minutes on the website.

Councilmember Julie Davis stated that today there are various supplements to the agenda packet, could those be added to the agenda on the website also.

17. City Engineers Report

Mr. Chris Roznovsky provided an exhibit to Mayor and Council. He discussed the GLO Project and that would be a Pre-construction meeting on April 12, and they are in the pre-televising stage right now. He discussed the Water Pump No. 3 Generator project and that they are finalizing details now.

He then went on to address the Pulte Homes development and the City has authorized him to conduct a feasibility study. He provided council with additional details that he had received on this project and sought further direction from council on the feasibility study parameters.

Mr. Roznovsky also provided reports on the relocation of the pole and the collaboration for that by TXDoT and Entergy, and emergency management planning.

Councilmember Bryon Sanford stated that he would like someone to keep an eye on what is being done with the TXDoT median projects as the last thing the City needs is clutter.

Mr. Roznovsky explained that the City already has approval from TXDoT to landscape the median, at the City's expense and maintenance thereof.

Mr. Dave McCorquodale added information with regards to the median stating the delay and issues thus far is having crews maintain as they need a minimum of 300ft each side for safety.

Councilmember Julie Davis moved to approve the departmental reports. Councilmember Byron Sanford seconded the motion. The motion passed (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 of Chapter 551 of the Government Code of the State of Texas.:

- > 551.071(consultation with attorney),
- > 551.072 (deliberation regarding real property)

**Council went into Executive Session at 8:18 P.M.**

**CITY COUNCIL RECONVENED AT 8:40 P.M.**

**POSSIBLE ACTION FROM EXECUTIVE SESSION:**

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

Councilmember Byron Sanford moved to approve moving forward with the supplemental agreement with the approval and review of the City Attorney. Councilmember Kevin Lacy seconded the motion. The motion passed (5-0).

**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.

Councilmember Byron Sanford asked staff what the two solar type receptors were on two poles on Lone Star Parkway.

Police Chief Solomon advised the council that these were the License Plate Readers and at the next City council meeting he will be providing them all with a report on their effectiveness.

Councilmember Julie Davis asked staff about the bridge on Lone Star Parkway where there is a wash out. Mr. Tramm responded that the attorney and staff were talking with the Commissioners Office on it.

Mayor Sara Countryman led a discussion about Bleyl Engineering not responding with regards to the four way stop and went on to discuss the disadvantages of being split into two precincts and not knowing where to go to, as neither precinct considers us.

Councilmember Julie Davis addressed staff regarding a large Pecan Tree in from of Caroline House, and that it is in the City ROW and is within the power lines causing safety concerns, especially as we approach hurricane season.

Mayor Sara Countryman asked staff if the City had received the statues promised for Cedar Brake Park.

Mr. Tramm responded that he will follow up on that, as he had not been aware of receiving them.

Councilmember Julie Davis stated that she hears that Porter Farms doesn't think there will be a traffic impact and can the City ask TXDoT to begin a traffic study on FM 149.

Mr. Dave McCorquodale stated that they will have a preliminary discussion with TXDoT.

**ADJOURNMENT**

Councilmember Julie Davis moved to adjourn. Mayor Pro Tem Wilkerson seconded the motion. The motion passed (5-0).

**ADJOURNMENT 8:49 P.M.**

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

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

Nici Browe, City Secretary

---

Sara Countryman, Mayor.

**Montgomery City Council  
AGENDA REPORT**

<b>Meeting Date:</b> May 10, 2022	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> Dave McCorquodale

**Subject**

Consideration and possible action regarding the City entering into a Development Agreement with Redbird Meadow Development, LLC.

**Recommendation**

Approve the Development Agreement as presented.

**Discussion**

The attached Development Agreement for the Redbird Meadows project outlines the responsibilities of both the developer and the City. City staff, the city engineer, and the city attorney have worked with the developer and their team of consultants to reach an agreement that benefits both the future residents and current residents of the City. The developer’s team will be at the meeting along with City staff and consultants to discuss any thoughts or questions that you may have on these items.

<b>Approved By</b>		
Asst. City Administrator	Dave McCorquodale	Date: 05/06/2022
City Administrator	Richard Tramm	Date: 05/06/2022

DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF MONTGOMERY, TEXAS AND  
REDBIRD MEADOW DEVELOPMENT, LLC

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between REDBIRD MEADOW DEVELOPMENT, LLC, a Texas limited liability company, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on \_\_\_\_\_, 2022 (the "Effective Date").

RECITALS

The Developer owns approximately 388.5 acres of land, as described on the attached **Exhibit A** (defined herein as the "Tract") in Montgomery County, Texas, of which approximately 10.3 acres is within the corporate limits of the City and 378.2 acres is outside the corporate limits of the City. The Developer intends to develop the Tract for primarily single-family residential purposes. The Developer represents that the development of the Tract requires the creation of a special district over the Tract to fund certain public infrastructure, and an agreement with the City will provide for long-term certainty concerning development of the Tract. The Developer intends to petition the City for voluntary annexation of the approximately 378.2 acres (the "Annexation Tract") as described on **Exhibit E** into the corporate limits of the City. The City has adopted a resolution consenting to the creation of a special district over the boundaries of the Tract and annexed the Annexation Tract into the corporate limits of the City concurrently with the approval of this Agreement.

The City is a Type A general-law municipality with all powers except those specifically limited by the Constitution and laws of the State of Texas.

The City wishes to provide for the orderly, safe and healthful development of the Tract, and the City and the Developer agree that the development of the Tract can best proceed pursuant to a development agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein as well as other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the City and Developer agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

1.1 **Definitions**. Unless the context indicates others, the following words as used in this Agreement shall have the following meanings:

Annexation Tract means approximately 378.2 acres of land to be annexed by the City upon petition of the Developer, as described in **Exhibit E**

City means the City of Montgomery, Texas.

District means a municipal utility district to be created over the Tract upon petition to the TCEQ pursuant to Article XVI, Sec. 59, and Article III, Sec. 52, Texas Constitution, Chapters 49 and 54, Texas Water Code and rules of the TCEQ.

Developer means Redbird Meadow Development, LLC, a Texas limited liability company, its successors or assigns.

ESFC means that amount of water or wastewater, as applicable, set by the City that constitutes an Equivalent Single Family connection, which amount may be changed from time to time. At the time of this Agreement, an ESFC of water means 300 gallons per day and an ESFC of wastewater means 200 gallons per day.

Facilities means the water distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, detention and drainage systems, roads and improvements in aid thereof, constructed or acquired or to be constructed or acquired by the District to serve lands within its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto.

Parties means the City and the Developer, collectively.

Proposed Collector Road means the public road improvement to be constructed described as "Proposed Collector" on Exhibit D.

Tract means the approximately 388.5 acres of land to be developed by Developer, as described in Exhibit A, and any additional land that may be annexed into the District as approved by the City.

TCEQ means the Texas Commission on Environmental Quality or its successor agency.

1.2. Exhibits. The following Exhibits attached to this Agreement are a part of the Agreement as though fully incorporated herein:

- Exhibit A            Metes and Bounds Description of the Tract
- Exhibit B            Form of Utility Agreement
- Exhibit C            Utility Exhibit
  
- Exhibit D            Proposed Major Thoroughfare Plan
- Exhibit E            Annexation Tract
- Exhibit F            Phasing Plan

{00224888.docx }



## ARTICLE II

DEVELOPER OBLIGATIONSSection 2.1. Utilities.

- a. Water, Sanitary Sewer and Drainage Facilities. Developer agrees that all water, sanitary sewer and drainage facilities to serve the Tract, whether on the Tract or off-site, will be constructed in accordance with the applicable City regulations and ordinances, including the City of Montgomery Code of Ordinances, as amended (the "City Code"). The Developer is responsible for the design and construction of all internal water and sanitary sewer lines and associated facilities and drainage facilities to serve the Tract. The City will provide retail water and sanitary sewer service to customers within the Tract, all in accordance with a Utility Agreement, the form of which is attached hereto as Exhibit B. Following acceptance by the City, the water and sanitary sewer infrastructure will be owned, operated, and maintained by the City per normal practice and as described in the Utility Agreement. The City agrees to provide the District with its ultimate requirements for wastewater treatment and water capacity in accordance with the Utility Agreement and as further described herein.
- b. Water Supply Facilities. The parties acknowledge that the Tract will be developed in phases with ultimate water requirements of 168,000 gpd to serve approximately 560 connections. Parties agree that the Developer will develop the Tract in accordance with market and development demands, but a proposed phasing plan is attached hereto as Exhibit F.
1. First Phase Improvements. The first phase of development will consist of approximately 180 ESFCs necessitating 54,000 gpd of water capacity ("First Phase"). The City agrees that it has the capacity in its water treatment system to serve the First Phase; however the Developer is required to fund the construction of certain improvements to the City's water supply system in order to provide sufficient pressure for the Tract.
    - i. Water Line. The City agrees to design and construct, at the Developer's cost, a 12" off-site waterline connecting to the City's existing 8" waterline, which shall be routed generally as shown on Exhibit C or such other route as is mutually agreed upon by the Parties ("Water Line"). The Water Line will be constructed in public right of way or easement and to the extent necessary, the City will be responsible for acquiring any necessary public right of way required for the construction of the Water Line. The Water Line will be sized to serve the Tract; to the extent the City requires

the Water Line to be oversized to serve land outside the Tract, the Parties agree to comply with provisions of Section 2.3 below. The Developer will receive Impact Fee credit for funding of the Water Line as described in Section 2.1(d) below.

- ii. **Funding.** The City will provide the Developer and the District a cost estimate of the engineering and construction costs of the Water Line, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for design (including preliminary design, design, topographic survey, reimbursable expenses, and bid phase services) of the Water Line. The City will be responsible for bidding the Water Line in accordance with competitive bidding laws. Upon receipt and review of bids, the Developer will deposit the amount of the accepted bid plus 10% contingencies, the estimated cost for construction administration and inspection, construction staking, construction materials testing, and reimbursable expenses with the City. It is anticipated that the construction costs will include costs to bore under the railroad crossing. The Developer and District shall have the right to review all bids received for the construction of the Water Line, approve award of the construction contract for the Water Line, and review and approve all pay estimates and change orders related thereto. The Developer is not responsible for any change orders that exceed twenty-five percent of the construction contract as the maximum allowed by TCEQ rules, and is therefore not eligible for reimbursement by the District of such change order. The City will keep accurate records of Developer deposits and Water Line costs and make such records available for Developer or District inspection upon request. Within 45 days of City acceptance of the Water Line, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the construction contract. In the event the City has expended more than the deposit amount, the Developer will reimburse the City for any excess cost except for the aggregate of construction change order cost in excess of twenty-five percent of the total construction contract for the Water Line. The City will hold \$3,000 in escrow to cover estimated cost for completion of the one year warranty inspection. After completion of the one year warranty and action by City Council to officially end the warranty period, the City shall perform a reconciliation and final accounting within 45 days and reimburse the Developer any unused funds or request additional funds. Developer will get impact fee credit for all funds expended pursuant to this Section 2.1(b)(ii) in accordance with Section 2.1(d) below.

- iii. **Timing.** Parties acknowledge that the Water Line is critical to the First Phase of development of the Tract. The City is obligated to begin design of the Water Line upon execution of this Agreement, and begin construction of the Water Line within six months of execution of this Agreement. The Developer and the City understand that there are certain factors outside of both the Developers and City's control including, but not limited to, easement acquisition and approval for the crossing of the railroad that may cause delay. The City agrees to use best efforts to timely acquire any right of way and/or railroad crossings, and will begin procuring such right of way and/or railroad crossings within forty-five days of City approval of this Agreement. The Developer agrees to timely fund such design and construction. In the event that the City does not timely commence design and/or construction of the Water Line in accordance with this Agreement, the City agrees that the Developer and/or District may design and construct the Water Line to meet its development needs and receive Impact Fee credit for such costs as stated in Section 2.1(d) below.
    - iv. **Ownership.** The City will accept such Water Line for ownership and operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.
- 2. *Subsequent Phases.* Parties acknowledge that the City will need to construct additional water supply facilities in order to serve the Tract at full build out, which is estimated to be 560 ESFCs or 168,000 gpd.
  - i. By the expiration of twenty-four (24) months following the date on which the Developer or District engineer notifies the City in writing that it requires additional capacity to timely serve subsequent phases of the Tract, the City agrees to have completed construction of the expansion of its water supply system to accommodate the Developer's subsequent phases of development. The Developer's obligation to fund expansions to the City's water supply system (other than the Water Line as described in Section 2(b)(1)) is limited to payment of Impact Fees paid in the same amount and same manner as set out in this Agreement.
  - ii. In the event that, at any phase of development, the City's water supply system does not have sufficient capacity to serve the land within the District as necessitated by development thereof, the Developer may elect to:

1. Advance funds as payment towards Impact Fees that would be due and payable to the City for future development in the District, which funds shall be used by the City solely for funding the costs of constructing additional water supply facilities necessary to serve subsequent phases of development in the District, and the City would thereafter credit the Developer up to an amount equal to the amount advanced by the Developer; and/or
  2. Construct, or cause the District to construct, additional water supply facilities based upon demand and usage and sized appropriately to serve development within the Tract in accordance with all regulatory requirements, and the City would thereafter credit the Developer for the Impact Fees related to development on the Tract that would otherwise be due and payable to the City up to an amount equal to the costs of constructing the additional water supply facilities.
- c. Wastewater Treatment Facilities. The parties acknowledge that the Tract will be developed in phases with ultimate wastewater requirements of 112,000 gpd to serve approximately 560 connections.
1. *First Phase.* The City agrees that it has permitted capacity in its wastewater treatment system to serve the First Phase of 180 ESFCs.
    - i. **Force Main.** The City agrees to design and construct an off-site force main to serve the Tract as generally shown on Exhibit C (the "Force Main"). The Force Main shall be sized to serve the Tract; if the City requires the Force Main to be oversized to serve land outside the Tract, the Parties agree to comply with provisions of Section 2.3 herein. The City will acquire any necessary right of way for construction of the Force Main.
    - ii. **Funding.** The City will provide the Developer and the District a cost estimate of the engineering and construction costs of the Force Main, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for design (including preliminary design, design, topographic survey, reimbursable expenses, and bid phase services) of the Force Main. The City will be responsible for bidding the Force Main in accordance with competitive bidding laws. Upon receipt and review of bids, the Developer will deposit the amount of the accepted bid plus 10% contingencies, the estimated cost for construction administration and inspection, construction staking, construction materials testing, and reimbursable expenses with the City. It is anticipated that the

construction costs will include costs to bore under the railroad crossing. The Developer and District shall have the right to review all bids received for the construction of the Force Main, approve award of the construction contract for the Force Main, and review and approve all pay estimates and change orders related thereto. The Developer is not responsible for any change orders that exceed twenty-five percent of the construction contract as the maximum allowed by TCEQ rules, and is therefore not eligible for reimbursement by the District of such change order. The City will keep accurate records of Developer deposits and Force Main costs and make such records available for Developer or District inspection upon request. Within 45 days of City acceptance of the Force Main, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the construction contract. In the event the City has expended more than the deposit amount, the Developer will reimburse the City for any excess cost except for the aggregate of construction change order cost in excess of twenty-five percent of the total construction contract for the Force Main. The City will hold \$3,000 in escrow to cover estimated cost for completion of the one year warranty inspection. After completion of the one year warranty and action by City Council to officially end the warranty period, the City shall perform a reconciliation and final accounting within 45 days and reimburse the Developer any unused funds or request additional funds.

- iii. **Timing.** Parties acknowledge that the Force Main is critical to the First Phase of development of the Tract. The City is obligated to begin design of the Force Main upon execution of this Agreement and begin construction of the Force Main within six months of execution of this Agreement. The Developer and the City understand that there are certain factors outside of both the Developers and City's control including, but not limited to, easement acquisition and approval for the crossing of the railroad that may cause delay. The City agrees to use best efforts to timely acquire any right of way and/or railroad crossings, and will begin procuring such right of way and/or railroad crossings within forty-five days of City approval of this Agreement. The Developer agrees to timely fund such design and construction. In the event that the City does not timely commence design and/or construction of the Force Main in accordance with this Agreement, the City agrees that the Developer and/or District may design and construct the Force Main to meet its development needs.

- iv. **Ownership.** The City will accept such Force Main for ownership and operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

2. *Subsequent Phases.*

- i. Parties acknowledge that the City will need to construct additional wastewater treatment facilities in order to serve the Tract at full build out. By the expiration of twenty-four(24) months following the date on which the Developer and/or District engineer notifies the City in writing that the Developer requires such additional capacity to serve subsequent phases of the Tract, the City agrees to have completed construction of the expansion of its wastewater treatment system to accommodate the Developer's subsequent phases of development. The Developer's obligation to fund expansions to the City's wastewater treatment facilities (other than the Force Main as described in Section 2(c)(1)) is limited to payment of Impact Fees paid in the same amount and same manner as set out in this Agreement.
- ii. In the event that, at any phase of development, the City's wastewater treatment system does not have sufficient capacity to serve the land within the District as necessitated by development thereof, the Developer may elect to:
  - 1. Advance funds as payment towards Impact Fees that would be due and payable to the City for future development on the Tract, which funds shall be used by the City solely for funding the costs of constructing additional wastewater treatment facilities sufficient to serve subsequent phases of development in the District. The City would thereafter credit the Developer for Impact Fees up to an amount equal to the amount advanced by the Developer; and/or
  - 2. Construct, or cause the District to construct, additional wastewater treatment facilities based upon demand and usage and sized appropriately to serve development within the Tract in accordance with all regulatory requirements, and the City would thereafter credit the Developer for the Impact Fees related to development on the Tract that would otherwise be due and payable to the City up to an amount

equal to the costs of constructing the additional wastewater treatment facilities.

- d. *Impact Fees.* The Developer agrees to pay impact fees for water supply facilities and wastewater treatment facilities (“Impact Fees”) in the amount as stated in the City’s current adopted Impact Fees, or as may be amended from time to time. The Developer will be assessed and pay Impact Fees at the time of the City’s approval of the final plat for each section based on the number of connections in such plat. The Water Line is a regional facility and is included in the City CIP. The Developer will receive Impact Fee credit for the amount expended and paid to the City for the Water Line. The Developer will receive credit upon final platting until such costs are reimbursed in full.
- e. *Drainage Facilities.* The Developer will submit a drainage study to the City prior to approval of construction plans. All drainage and detention facilities must be designed and constructed in accordance with the City Code and any applicable Montgomery County standards. The City agrees to allow culverts and public roads within public road right of way as restrictors or control structures for detention facilities. All onsite storm sewer systems will be designated as public facilities and accepted by the City upon completion. Any detention ponds will not be accepted by the City but owned and maintained by the District and/or a property owners association.

#### Section 2.2. Road Improvements.

- a. *General.* Parties agree to the alignment of all major thoroughfares as shown on **Exhibit D.** Any public road improvements constructed within the Tract, other than the Proposed Collector Road as provided herein, shall be constructed in accordance with the City Code and in accordance with the City’s Major Thoroughfare Plan. The Developer will obtain any easements or rights-of-way necessary for construction of public road improvements inside the boundaries of the Tract; however to the extent additional easements or rights-of-way are necessary to construct public road improvements outside the boundaries of the Tract on land not owned by the Developer, the City is responsible for obtaining such easements or rights-of-way at no cost to the Developer. Once constructed, all public road improvements shall be dedicated to and accepted by the City for operation and maintenance.
- b. *Proposed Collector Road.* The Parties agree that the Proposed Collector Road (designated as the Proposed Collector on **Exhibit D)** shall be constructed in phases as shown on **Exhibit F)**. Developer on behalf of the District agrees to extend the Proposed Collector Road to Spring Branch Road in connection with the development of Phase III as shown on **Exhibit F.**

- c. Non-Standard Road Improvements. The Developer may place additional features (“Non-Standard Improvements”) on certain public roads to enhance the aesthetic appeal of roads in the District, including but not limited to the installation of bricks and pavers or patterned concrete for the purposes of beautification and visual enhancement, as approved by the City engineer. The Developer agrees that the District will be solely responsible for the maintenance of any Non-Standard Improvements that are not accepted by the City for maintenance within the public road rights-of-way, including general upkeep for functional and aesthetic purposes and replacement when necessary to preserve the intended functions of the Non-Standard Improvements. The District shall keep all Non-Standard Improvements in operable condition. The Parties agree that the District may remove the Non-Standard Improvements at any time provided that it repairs and replaces the Non-Standard Improvements with a surface substantially similar to the adjoining roadway, at which time the City will resume maintenance of the public road right-of-way to the same standard as all other City roads.

Section 2.3. Oversizing. If the City requires portions of the Facilities to be constructed to a size larger than would be required pursuant to the City Code to serve the Tract, the City will pay or cause to be paid the incremental costs to construct such excess capacity in accordance with state law. Prior to award of any contract in which oversized Facilities will be built, the Developer will present the City with the bids and bid tabulations, and the City and the Developer (or District in accordance with the Utility Agreement) must agree to the incremental costs based on such bid or the Developer is not required to oversize the Facilities. The City will pay its pro rata share of the oversized facilities upon award of the construction contract for such facilities.

Section 2.4. Parks and Recreational Facilities. The Developer shall design and construct all park and recreational facilities to serve the Tract in accordance with the City Code and any applicable Montgomery County standards. Any park and recreational facilities will not be accepted by the City but owned and maintained by the District and/or a property owners association.

Section 2.5. Development Regulations. Developer agrees that the development of the Tract shall be in accordance with the City Code except as to lot size: a maximum of 47% of the platted single-family residential lots within the District may be a minimum of 60 feet wide and 8,400 square feet. This Agreement constitutes the City’s acceptance of the described variance from its City Code.

Section 2.6. Minor Modifications. Minor modifications to the Developer or District’s utility plan, thoroughfare plan, phasing plan or variances in development regulations are authorized under this Agreement upon review and approval of the City Administrator, or its designee, and no amendment to this Agreement is required. A minor modification would include, but is not limited to, an adjustment in the alignment of a roadway, adjustment in lot sizes or densities that is less than 15% of such category, an adjustment or relocation of public utility infrastructure if approved by the City Administrator or its designee; or any modification

{00224888.docx }



that is an elaboration, refinement or clarification of this Agreement and deemed to be a minor modification by the City Administrator.

ARTICLE III.  
DEFAULT AND TERMINATION

Section 3.1. Material Breach of Agreement. It is the intention of the parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement.

a. The parties acknowledge and agree that any substantial deviation by the Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the Developer shall be deemed to have occurred in the event of failure of the Developer to comply with a provision of this Agreement or the City Code provisions applicable to the Tract.

b. The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in the following instances:

- (i) An attempt by the City to dissolve the District without complying with the terms of this Agreement or in violation of the provisions of the Utility Agreement;
- (ii) An attempt by the City to delay or limit reimbursement to the Developer in violation of the provisions of this Agreement; or
- (iii) An attempt by the City to enforce any provisions of the City Code within the Tract that is inconsistent with the terms and conditions of this Agreement.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article III shall provide the remedies for such default.

Section 3.2. Notice of Developer's Default.

a. The City shall notify Developer in writing of an alleged failure by the Developer to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. Developer shall, within thirty (30) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. The City shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by Developer. The alleged defaulting party shall make available to the City, if requested, any records, documents or other information necessary to make the determination, except to the extent that such information is protected by attorney/client privilege.

c. If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.

d. If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by Developer in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may pursue any and all remedies it has at law or equity.

### Section 3.3. Notice of City's Default.

a. Developer shall notify the City in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of the notice or the longer period of time as Developer may specify in the notice, either cure the alleged failure or, in a written response to Developer, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. Developer shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents or other information necessary to make the determination that are subject to the Public Information Act, Chapter 551, Texas Government Code.

c. If Developer determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to Developer, or that the failure is excusable, the determination shall conclude the investigation.

d. If Developer determines a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Developer, then Developer may pursue any and all remedies it has at law or equity.

Section 3.4. Remedies. In addition to all the rights and remedies provided under the laws of the State of Texas, because of the peculiar damage each party hereto might suffer by

virtue of a default by another party, each party shall be entitled to the equitable remedy of specific performance or mandamus, as well as all other legal and equitable remedies available.

ARTICLE IV.  
CITY’S CONSENT TO CREATION; VOLUNTARY ANNEXATION;  
DISTRICT ANNEXATION OF LAND

Section 4.1. Consent to Creation of the District. Concurrently with approval of this Agreement, the City has approved a resolution consenting to creation of the District, and the City agrees that the resolution will be deemed to constitute the City’s consent to creation of the District. No further action will be required on the part of the City to evidence its consent; however the City agrees to provide any additional confirmation of its consent that may be required by the Developer or the District if requested to do so.

Section 4.2. Consent to Annexation of City. Concurrently with approval of this Agreement, the Developer has submitted to the City its petition for annexation of the Annexation Tract into the corporate limits of the City. Once the annexation process is complete, the City hereby agrees to annex the Annexation Tract into the corporate limits of the City, and the Annexation Tract shall be entitled to all the rights and privileges and bound by all regulations of the City.

Section 4.3. Annexation of Land by District. The District may not annex additional land into the boundaries of the District or serve property outside the boundaries of the District without the consent of the City. In the event land is annexed into the boundaries of the District with the City’s consent, the terms of this Agreement shall apply to the annexed land.

ARTICLE V.  
DISSOLUTION

The City agrees that irrespective of its right and power under existing or subsequently enacted law, it will not dissolve the District until the following conditions have been met:

- a. At least 90% of the developable acreage within the District has been developed with water, wastewater, and drainage facilities. Developable acreage means the total acreage in the District less acreage associated with land uses for roads, utility easements, drainage easements, levee easements, lakes, creeks, bayous, and open space; and
- b. The Developer has been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

ARTICLE VI.  
MISCELLANEOUS

Section 6.1. Sale of Tract; Assignability. Any agreement by Developer to sell the entirety or any portion of the Tract to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of parcels out of the Tract. This Agreement is assignable upon written notice to the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

Section 6.2. Force Majeure. In the event a party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other parties as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by 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. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or of terrorism, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, suspension of issuance of permits by environmental agencies outside the control of any party, explosions, breakage or damage to machinery or pipelines and any other incapacities of any party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

Section 6.3. Law Governing. This Agreement shall be governed by the laws of the State of Texas, and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction.

Section 6.4. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any 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 circumstances.

Section 6.5. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to another (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

{00224888.docx }

addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Montgomery, Texas  
101 Old Plantersville Road  
Montgomery, TX 77535  
Attention: City Manager

With a copy to City attorney:

Johnson Petrov LLP  
2929 Allen Parkway, Suite 3150  
Houston, TX 77019  
Attention: Alan P. Petrov

If to the Developer, to:

Redbird Meadow Development, LLC  
5910 FM 2920, Suite B  
Spring, TX. 77388  
Attention: Perry Senn

With a copy to:

Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attention: Annette Stephens

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 any other address by at least fifteen (15) days' written notice to the other parties.

Section 6.6. Merger and Modification. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the parties relative to the subject hereof. This Agreement shall be subject to change or modification only with the mutual written consent of all the parties.

{00224888.docx }

Section 6.7. Severability. The provisions of this Agreement are severable, and if any part of this 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 Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 6.8. Benefits of Agreement. This Agreement is for the benefit of the City and Developer, and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

Section 6.9. Recordation. The City shall record this Agreement and any amendments thereof in the deed records of Montgomery County. In addition, any assignments of this Agreement shall be recorded in the deed records of Montgomery County. This Agreement, when recorded, shall be a covenant running with the land and binding upon the Tract, the parties and their assignees during the term of this Agreement. However, this Agreement shall not be binding upon and shall not constitute any encumbrance to title as to any purchaser of a tract or lot within the Tract who does not intend to resell, subdivide or develop the tract or lot in the ordinary course of business.

Section 6.10. Term. This Agreement shall be in force and effect from the Effective Date and continue for a term of thirty (30) years unless otherwise previously terminated pursuant to some term or condition of this Agreement or by express written agreement by the City and Developer. Upon expiration of thirty (30) years from the Effective Date of this Agreement, this Agreement may be extended upon mutual consent of the Developer and the City.

Section 6.11. Authority for Execution. The City hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Code. The Developer hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of such entity.

Section 6.12. Execution of Agreement by District. After approval of the creation of the District by the TCEQ, Developer shall cause the assignment, execution and adoption by the Board of Directors of the District of the Utility Agreement in the form attached hereto as **Exhibit B** within 90 days after the election confirming creation of the District.

(Signature Pages to Follow)

Executed by the Developer and the City to be effective on the Effective Date.

Redbird Meadow Development, LLC, a  
Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY   §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, by \_\_\_\_\_, \_\_\_\_\_ of Redbird Meadow Development, LLC, a  
Texas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

CITY OF MONTGOMERY, TEXAS

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

ATTEST:

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

STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY       §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Sara Countryman, Mayor, City of Montgomery, Texas, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)



EXHIBIT "A"  
METES AND BOUNDS

[See attached.]

Michael J. and Judith L. Kammerer  
388.5 acres

Zachariah Landrum Survey, Abstract No. 22

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

A **METES & BOUNDS** description of a certain 388.5 acre (16,923,690 square feet) tract of land situated in the Zachariah Landrum Survey, Abstract No. 22, in Montgomery County, Texas, being a portion of the remainder of a called 454.2890 acre tract conveyed to Michael J. Kammerer and spouse, Judith L. Kammerer, by deed recorded in Clerk's File No. 9401426, Montgomery County Official Public Records of Real Property; said 388.5 acre (16,923,690 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, Central Zone, NAD 83, 2001 Adjustment:

**COMMENCING** at a 5/8-inch iron rod found on a south line of the remainder of said called 454.2890 acre tract, being the northwest corner of a called 49.956 acre tract conveyed to Scott T. Kammerer and wife, Kimberly K. Kammerer, by deed recorded in Clerk's File No. 2006-111859, Montgomery County Official Public Records of Real Property, also being the northeast corner of a called 251.96 acre tract conveyed to Steven L. Havens by deed recorded in Clerk's File No. 9403259, Montgomery County Official Public Records of Real Property;

THENCE, South 88°19'34" West, along said south line of the remainder of said called 454.2890 acre tract and the north line of said called 251.96 acre tract, a distance of 151.98 feet to a 5/8-inch iron rod (with cap) found, being the **POINT OF BEGINNING** of the herein described tract;

THENCE, South 88°19'34" West, continuing along said south line of the remainder of said called 454.2890 acre tract and the north line of said called 251.96 acre tract, 2,414.45 feet to a fence post found, being the southeast corner of a called 29.510 acre tract conveyed to Eco World Construction LLC by deed recorded in Clerk's File No. 2017075464, Montgomery County Official Public Records;

THENCE, North 01°03'09" West, along the east line of said called 29.510 acre tract, 936.63 feet to a 1/2-inch iron rod (with cap) found, being the northeast corner of said called 29.510 acre tract, also being the southeast corner of a called 18.285 acre tract conveyed to Cullan Morris Cotton and spouse, Angela Carolyn Cotton, by deed recorded in Clerk's File No. 2013123600, Montgomery County Official Public Records;

THENCE, North 01°18'35" West, along the east line of said called 18.285 acre tract, 538.33 feet to a 1/2-inch iron rod (with cap) found;

THENCE, along the north line of said called 18.285 acre tract, the following two (2) courses and distances:

1. South 86°44'07" West, 713.98 feet to a 5/8-inch iron rod (with cap stamped Manhard) set;
2. South 84°52'41" West, 788.26 feet to a mag nail in asphalt set in the approximate centerline of Spring Branch Road;

THENCE, North 07°58'17" West, along said approximate centerline of Spring Branch Road, 60.07 feet to a mag nail in asphalt set for a northwest corner of the remainder of said called 454.2890 acre tract;

Michael J. and Judith L. Kammerer  
388.5 acres

Zachariah Landrum Survey, Abstract No. 22

THENCE, North 84°52'41" East, along a north line of the remainder of said called 454.2890 acre tract, at a distance of 53.58 feet passing a 5/8-inch iron rod found for the southwest corner of a called 5.74 acre tract conveyed to Ty Russell by deed recorded in Clerk's File No. 2002-029580, Montgomery County Official Public Records of Real Property, in all a distance of 792.22 feet to a 1-inch iron pipe found, being the southeast corner of said called 5.74 acre tract, also being the southwest corner of a called 14.929 acre tract conveyed to Carl M. Wilson, Jr. by deed recorded in Clerk's File No. 2012019241, Montgomery County Official Public Records;

THENCE, North 86°44'07" East, continuing along said north line of the remainder of said called 454.2890 acre tract and along the south line of said called 14.929 acre tract, 717.13 feet to a 1/2-inch iron rod (with cap) found, being the southeast corner of said called 14.929 acre tract;

THENCE, North 07°47'11" West, along a west line of the remainder of said called 454.2890 acre tract, 1,165.08 feet to a 5/8-inch iron rod (with cap stamped Manhard) set, being the southwest corner of a called 44.201 acre tract conveyed to Promocon USA LLC by deed recorded in Clerk's File No. 2019008141, Montgomery County Official Public Records;

THENCE, North 86°39'25" East, along a north line of the remainder of said called 454.2890 acre tract and the south line of said called 44.201 acre tract, 1,710.81 feet to a 1-inch iron pipe found, being the southeast corner of said called 44.201 acre tract;

THENCE, North 03°01'49" West, along a west line of the remainder of said called 454.2890 acre tract and the east line of said called 44.201 acre tract, at a distance of 1,403.16 feet passing a 5/8-inch iron rod found for the northeast corner of said called 44.201 acre tract, in all a distance of 1,436.78 feet to a mag nail in asphalt set in the approximate centerline of Old Dobbin Road;

THENCE, along the approximate centerline of said Old Dobbin Road, the following three (3) courses and distances:

1. North 63°02'56" East, 319.69 feet to a mag nail in asphalt set;
2. North 65°05'57" East, 303.42 feet to a mag nail in asphalt set;
3. North 62°20'23" East, 242.77 feet to a mag nail in asphalt set in the approximate centerline of Old Plantersville Road;

THENCE, along said approximate centerline of Old Plantersville Road, the following five (5) courses and distances:

1. South 50°02'03" East, 484.20 feet to a mag nail in asphalt set;
2. South 49°34'13" East, 603.77 feet to a mag nail in asphalt set;
3. South 49°43'52" East, 594.81 feet to a mag nail in asphalt set;

Michael J. and Judith L. Kammerer  
388.5 acres

Zachariah Landrum Survey, Abstract No. 22

4. South 49°49'14" East, 503.40 feet to a mag nail in asphalt set, being the beginning of a curve to the left;

5. Along said curve to the left in an easterly direction, with a radius of 1,540.00 feet, a central angle of 70°15'24", an arc length of 1,888.37 feet, and a chord bearing of South 84°56'56" East, 1,772.26 feet to a mag nail in asphalt set;

THENCE, South 03°00'07" East, along the east right-of-way line of Womack Cemetery Road, at a distance of 898.45 feet passing a 5/8-inch iron rod found, being the southwest corner of a called 9.35 acre tract conveyed to Donald Davis and Sharon Davis, by deed recorded in Clerk's File No. 2014059226, Montgomery County Official Public Records, also being the northwest corner of a called 3.000 acre tract (Tract Two) conveyed to Edward R. Lofton and wife, Marian Lofton, by deed recorded in Clerk's File No. 9513228, Montgomery County Official Public Records of Real Property, at a distance of 1,138.56 feet passing a 5/8-inch iron rod found, being the southwest corner of said called 3.000 acre tract (Tract Two), also being the northwest corner of a called 3.000 acre tract conveyed to James Edward Thrower, III and Tanya Thrower, a married couple, by deed recorded in Clerk's File No. 2018030495, Montgomery County Official Public Records, at a distance of 1,398.43 feet passing a 5/8-inch iron rod found, being the southwest corner of a called 7.544 acre tract (Tract One) conveyed to Edward R. Lofton and wife, Marian Lofton, by said deed recorded in Clerk's File No. 9513228, Montgomery County Official Public Records of Real Property, also being the northwest corner of a 20 foot wide (called 0.695 acre) ingress/egress easement (Tract Two) conveyed to David Solomon by deed recorded in Clerk's File No. 2020115162, Montgomery County Official Public Records, in all a distance of 1,913.12 feet to a 1/2-inch iron rod found, being on the west line of a called 10.758 acre tract conveyed to Ford Hal Bazar by deed recorded in Clerk's File No. 2001-040245, Montgomery County Official Public Records of Real Property, also being the northeast corner of a called 18.43 acre tract conveyed to Van Stovall and Jeanne Stovall by deed recorded in Clerk's File No. 99050272, Montgomery County Official Public Records of Real Property, also being on the south right-of-way line of Womack Cemetery Road;

THENCE, along said south right-of-way line of Womack Cemetery Road, the following six (6) courses and distances:

1. South 71°44'11" West, 497.65 feet to a 5/8-inch iron rod (with cap stamped Manhard) set, being the northwest corner of said called 18.43 acre tract, also being the northeast corner of a called 8.0793 acre tract conveyed to Samuel Scheler and Tanya Scheler, husband and wife, by deed recorded in Clerk's File No. 2013100439, Montgomery County Official Public Records;

2. South 71°58'44" West, along the north line of said called 8.0793 acre tract and the north line of a called 9.434 acre tract conveyed to Micah D. Tomlinson and spouse, Diane Tomlinson, by deed recorded in Clerk's File No. 2006-009043, Montgomery County Official Public Records of Real Property, 493.64 feet to a 5/8-inch iron rod (with cap stamped Manhard) set on the north line of said called 9.434 acre tract;

3. South 75°35'39" West, along the north line of said called 9.434 acre tract and the north line of a called 15.1045 acre tract conveyed to Lester W. Gallatin and Cynthia J. Gallatin, husband and wife, by deed recorded in Clerk's File No. 2003-152894, Montgomery County Official Public Records of Real Property, at a distance of 431.76 feet passing a 5/8-inch iron rod found, in all a distance of 604.23 feet to a 1/2-inch iron rod found, being the northwest corner of said called 15.1045 acre tract;

Michael J. and Judith L. Kammerer  
388.5 acres

Zachariah Landrum Survey, Abstract No. 22

4. South 59°21'52" West, 55.10 feet to a 1/2-inch iron pipe found, being the north corner of a called 2.221 acre tract conveyed to 11845 Womack Cemetery Road Joint Venture by deed recorded in Clerk's File No. 2018057068, Montgomery County Official Public Records;

5. South 35°03'48" West, 625.59 feet to a 1-inch iron pipe found, being the southwest corner of said called 2.221 acre tract, being on the north line of said called 49.956 acre tract;

6. South 87°25'18" West, along the north line of said called 49.956 acre tract, a distance of 512.09 feet to a 5/8-inch iron rod (with cap) found;

THENCE, over and across the remainder of said called 454.2890 acre tract, the following three (3) courses and distances:

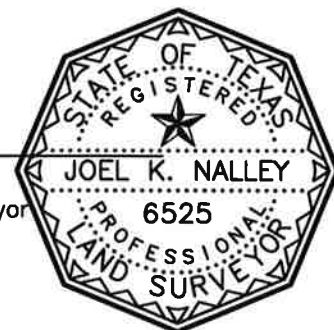
1. North 00°05'49" East, 998.33 feet to a 5/8-inch iron rod (with cap) found;

2. South 87°23'22" West, 677.53 feet to a 5/8-inch iron rod (with cap) found;

3. South 12°17'49" West, 1,028.95 feet to the POINT OF BEGINNING, CONTAINING 388.5 acres (16,923,690 square feet) of land in Montgomery County, Texas, filed in the offices of Manhard Consulting, Ltd. in The Woodlands, Texas.

Manhard Consulting, Ltd.  
2445 Technology Forest Blvd, Suite #200  
The Woodlands, Texas 77381  
(832) 823-2200  
*Texas Board of Professional Engineers &  
Land Surveyors Firm Reg. No. 10194379*

  
Acting By/Through Joel K. Nalley  
Registered Professional Land Surveyor  
No. 6525  
jnalley@manhard.com



12 December 2020

EXHIBIT "B"

UTILITY AGREEMENT

THE STATE OF TEXAS	§
	§
COUNTY OF MONTGOMERY	§

THIS AGREEMENT is made and entered into as of the date herein last specified, by and between the CITY OF MONTGOMERY, TEXAS (the "City"), a Type A general-law municipality located in Montgomery County, Texas, and MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 215, created as a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended (hereinafter, the term "District" (as defined herein)).

WITNESSETH:

WHEREAS, the Texas Commission on Environmental Quality (the "TCEQ") by order dated \_\_\_\_\_, 202\_ has granted the landowner's petition to create the District within the corporate limits of the City, for the purposes of, among other things, providing water distribution, wastewater collection and drainage, road and park facilities (as more fully defined below, the "Facilities") to serve development occurring within the corporate limits of the City situated within the boundaries of the District, by financing and purchasing the Facilities; and

WHEREAS, the City by resolution dated \_\_\_\_\_, 202\_ has consented to the creation of the proposed District (the "City Consent Resolution"); and

WHEREAS, under the authority of Chapter 791, Texas Government Code and Section 552.014, Texas Local Government Code, the City and the District may enter into an agreement under the terms of which the District will acquire for the benefit of, and for ultimate conveyance to, the City, the Facilities needed to provide utility service and roads to lands being developed within the District and the City; and

WHEREAS, the parties understand and agree that this Agreement does not constitute, and shall not be construed as, an "allocation agreement" within the meaning of Texas Water Code Section 54.016(f); and

WHEREAS, the City and the District have determined that they are authorized by

the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions and conditions hereof are mutually fair and advantageous to each; NOW, THEREFORE;

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the District and the City contract and agree as follows:

ARTICLE I  
DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

“Approving Bodies” shall mean the City, the TCEQ, the Attorney General of Texas, the Comptroller of Public Accounts of Texas, the United States Department of Justice and all other federal and state governmental authorities having regulatory jurisdiction and authority over the financing, construction or operation of the Facilities or the subject matter of this Agreement.

“Bonds” shall mean the District’s bonds, notes or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving or extending the Facilities, whether payable from ad valorem taxes, the proceeds of one or more future bond issues or otherwise, and including any bonds, notes or similar obligations issued to refund such bonds.

“City Code” shall mean the Code of Ordinances adopted by the City, as amended from time to time.

“City Manager” shall mean the City Manager of the City.

“Development Agreement” shall mean that certain Development Agreement, dated \_\_\_\_\_, 2022, between the City and Redbird Meadow Development, LLC, a Texas limited liability company, as may be amended from time to time.

“District” shall mean Montgomery County Municipal Utility District No. 215, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54 Texas Water Code, as amended, and which includes within its boundaries approximately 388.5 acres of land described on Exhibit “A”

attached hereto, and any land that is annexed to the District with the consent of the City.

“District Assets” shall mean (i) all rights, title and interests of the District in and to the Facilities, (ii) any Bonds of the District which are authorized but have not been issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction or operation of all or any portion of the Facilities and/or the operations of the District, and (iv) all books, records, files, documents, permits, funds and other materials or property of the District.

“District’s Obligations” shall mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District, for and to the owners of property within the District and the customers of the Facilities.

“Engineers” shall mean LJA Engineering, consulting engineers, or its replacement, successor or assignee.

“Engineering Reports” shall mean and refer to that certain Preliminary Engineering Report prepared by the Engineers relating to the creation of the District and describing the initial scope and extent of the Facilities and any additional engineering reports prepared by the Engineers from time to time relating to the issuance of Bonds by the District, copies of which shall be on file in the offices of the District.

“ESFC” means that amount of water or wastewater, as applicable, set by the City that constitutes an Equivalent Single Family connection, which amount may be changed from time to time. At the time of this Agreement, an ESFC of water means 300 gallons per day and an ESFC of wastewater means 200 gallons per day.

“Facilities” shall mean and include the water distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, detention and drainage systems, roads and improvements in aid thereof, park and recreational facilities constructed or acquired or to be constructed or acquired by the District to serve lands within and adjacent to its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto, all as more fully described in the Engineering Reports.

“Parties” shall mean the City and the District, collectively.



“TCEQ” shall mean the Texas Commission on Environmental Quality or its successor agency of the State of Texas having jurisdiction over the District.

ARTICLE II  
DESCRIPTION, DESIGN, FINANCING  
AND CONSTRUCTION OF THE FACILITIES

2.01. Facilities. The Facilities, as described in the Engineering Reports, shall be designed and constructed in compliance with all applicable requirements and criteria of the applicable Approving Bodies. All plans and specifications for the Facilities shall be submitted to the City for approval prior to construction and advertising for bids. The plans and specifications shall be prepared in accordance with the applicable provision of the City Code, as they may be amended from time to time. The District shall not be required to design and construct the Facilities to requirements more stringent than the City’s requirements and criteria applicable to all design and construction within the City’s jurisdiction, unless required by State or Federal regulation or code. The District shall design, construct or extend the Facilities to serve the District in such phases or stages as the District, in its sole discretion, from time to time may determine to be economically feasible.

2.02. Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water production supply of 168,000 gpd to serve approximately 560 ESFCs. The City shall design and construct, at the District’s cost, a 12” off-site waterline connecting to the City’s existing 8” waterline, which shall be routed generally as shown on Exhibit “B” attached hereto or such other route as is mutually agreed upon by the Parties (“Water Line”). The Water Line will be constructed in public right of way or easement and to the extent necessary, the City will be responsible for acquiring any necessary public right of way required for the construction of the Water Line. The Water Line will be sized to serve the District; to the extent the City requires the Water Line to be oversized to serve land outside the District, the Parties agree to comply with provisions of Section 2.07 below. The District shall have the right to review all bids received for the construction of the Water Line, approve award of the construction contract for the Water Line, and review and approve all pay estimates and change orders related thereto. Funding of the Water Line by the District shall be in accordance with the terms of the Development Agreement. The District will receive Impact Fee credit for funding of the Water Line as described in Section 2.04 below. Timing of design and construction of the Water Line by the City shall be in accordance with the terms of the Development Agreement. In the event that the City does not timely commence design and/or construction of the Water Line in accordance with the Development Agreement, the City agrees that the District may design and construct the Water Line to meet its development needs and receive Impact Fee credit for such costs as stated in Section 2.04

below. The City will accept the Water Line for ownership and operation in accordance with the terms of this Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

The Parties acknowledge that the City will need to construct additional water supply facilities in order to serve the District at full build out, which is estimated to be 560 ESFCs or 168,000 gpd. By the expiration of twenty-four (24) months following the date on which the District engineer notifies the City in writing that it requires additional capacity to timely serve subsequent phases of the District, the City agrees to have completed construction of the expansion of its water supply system to accommodate the District's subsequent phases of development. The District's obligation to fund expansions to the City's water supply system (other than the Water Line as described in this Section 2.02) is limited to payment of Impact Fees paid in the same amount and same manner as set out in this Agreement.

In the event that, at any time during the term of this Agreement, the City's water supply system does not have sufficient capacity to serve the land within the District as necessitated by development thereof, the District may elect to:

- a. Advance funds as payment towards Impact Fees that would be due and payable to the City for future development in the District, which funds shall be used by the City solely for funding the costs of constructing additional water supply facilities necessary to serve subsequent phases of development in the District, and the City would thereafter credit the District up to an amount equal to the amount advanced by the District; and/or
- b. Construct additional water supply facilities based upon demand and usage and sized appropriately to serve development within the District in accordance with all regulatory requirements, and the City would thereafter credit the District for the Impact Fees related to development in the District that would otherwise be due and payable to the City up to an amount equal to the costs of constructing the additional water supply facilities.

2.03. Wastewater Treatment Plant Facilities. The City shall provide the District with its ultimate wastewater requirements of 112,000 gpd to serve approximately 560 connections. The City agrees to design and construct an off-site force main to serve the District as generally shown on Exhibit "B" attached hereto (the "Force Main"). The Force Main shall be sized to serve the District; if the City requires the Force Main to be oversized to serve land outside the District, the Parties agree to comply with provisions of Section 2.07 below. The City will acquire any necessary right of way for construction of the Force

Main. The City will be responsible for bidding the Force Main in accordance with competitive bidding laws. The District shall have the right to review all bids received for the construction of the Force Main, approve award of the construction contract for the Force Main, and review and approve all pay estimates and change orders related thereto. Funding of the Force Main by the District shall be in accordance with the terms of the Development Agreement. Timing of design and construction of the Force Main by the City shall be in accordance with the terms of the Development Agreement. In the event that the City does not timely commence design and/or construction of the Force Main in accordance with the Development Agreement, the City agrees that the District may design and construct the Force Main to meet its development needs. The City will accept the Force Main for ownership and operation in accordance with the terms of this Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

The Parties acknowledge that the City will need to construct additional wastewater treatment facilities in order to serve the District at full build out. By the expiration of twenty-four (24) months following the date on which the District engineer notifies the City in writing that the District requires such additional capacity to serve subsequent phases of the District, the City agrees to have completed construction of the expansion of its wastewater treatment system to accommodate the District's subsequent phases of development. The District's obligation to fund expansions to the City's wastewater treatment facilities (other than the Force Main as described in this Section 2.03) is limited to payment of Impact Fees paid in the same amount and same manner as set out in this Agreement.

In the event that, at any time during the term of this Agreement, the City's wastewater treatment system does not have sufficient capacity to serve the land within the District as necessitated by development thereof, the District may elect to:

- a. Advance funds as payment towards Impact Fees that would be due and payable to the City for future development in the District, which funds shall be used by the City solely for funding the costs of constructing additional wastewater treatment facilities sufficient to serve subsequent phases of development in the District. The City would thereafter credit the District for Impact Fees up to an amount equal to the amount advanced by the District; and/or
- b. Construct additional wastewater treatment facilities based upon demand and usage and sized appropriately to serve development within the District in accordance with all regulatory requirements, and the City would thereafter credit the District for the Impact Fees related to development in the District that would otherwise be due and payable to the City up to an amount equal to the costs of

constructing the additional wastewater treatment facilities.

2.04. Impact Fees. The District agrees to pay impact fees for water supply facilities and wastewater treatment facilities ("Impact Fees") in the amount as stated in the City's current adopted Impact Fees, or as may be amended from time to time. The District will be assessed and pay Impact Fees at the time of the City's approval of the final plat for each section based on the number of connections in such plat. The Water Line is a regional facility and is included in the City CIP. The District will receive Impact Fee credit for the amount expended and paid to the City for the Water Line. The District will receive credit upon final platting until such costs are reimbursed in full.

2.05. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to the District upon reasonable request of the District that the City has capacity in its wastewater treatment plant and/or has sufficient water supply to serve the District.

2.06. Road Facilities. The District shall be authorized to construct such roads as are authorized by applicable law and approved by the City in accordance with this Agreement. The public road Facilities will be conveyed to the City upon final completion and subject to final acceptance by the City.

2.07. Oversizing. If the City requires portions of the Facilities to be constructed to a size larger than would be required pursuant to the City Code to serve the District, the City will pay or cause to be paid the incremental costs to construct such excess capacity in accordance with state law. Prior to award of any contract in which over-sized facilities will be built, the District will present the City with the bids and bid tabulations, and the City and the District must agree to the incremental costs based on such bid or the District is not required to oversize the Facilities. The City will pay its pro rata share of the oversized facilities upon award of the construction contract for such facilities.

2.08 Drainage Facilities. The District will submit a drainage study to the City prior to approval of construction plans. All drainage and detention Facilities must be designed and constructed in accordance with the City Code and any applicable Montgomery County standards. The City agrees to allow culverts along public roads to serve as detention facilities. All onsite storm sewer systems will be designated as public facilities and accepted by the City upon completion. Any detention ponds will not be accepted by the City but owned and maintained by the District and/or a property owners association.

2.09 Parks and Recreational Facilities. The District shall design and construct all park and recreational facilities to serve the District in accordance with the City Code and

any applicable Montgomery County standards. Any park and recreational facilities will not be accepted by the City but owned and maintained by the District and/or a property owners association.

2.10 Minor Modifications. Minor modifications to the District’s utility plan are authorized under this Agreement upon review and approval of the City Administrator, or its designee, and no amendment to this Agreement is required. A minor modification would include, but is not limited to, an adjustment or relocation of public utility infrastructure if approved by the City Administrator or its designee; or any modification that is an elaboration, refinement or clarification of this Agreement and deemed to be a minor modification by the City Administrator.

ARTICLE III  
OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES

3.01. Ownership by the City. As construction of each phase of the Facilities is completed and becomes operational, the District shall convey the same to the City, free and clear of all encumbrances.

3.02. Operation by the City. As construction of each phase of the Facilities is completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the approved plans and specifications, the City will accept the same, whereupon such portion of the Facilities shall be operated and maintained by the City at its sole expense as provided herein. In the event that the Facilities have not been completed in accordance with the approved plans and specifications the City will immediately advise the District in what manner the infrastructure does not comply, and the District shall immediately correct the same; whereupon the City shall again inspect the Facilities and accept the same if the defects have been corrected. During the term of this Agreement, the City will operate the Facilities and provide retail water and sanitary sewer service to all users within the District without discrimination. The City shall at all times maintain the Facilities or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles in operating and maintaining the Facilities, and the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental administrative or judicial body promulgating the same.

3.03. Rates and Meters. The City shall bill and collect fees from District customers of the water and wastewater system and shall from time to time fix such rates and charges for such customers of the system as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the system will be

equal and uniform to those charged other similar classifications of users in the City. All water and wastewater revenues from the District customers shall belong exclusively to the City. The City shall be responsible for providing and installing any necessary meters for the individual customers.

3.04. Tap Fees / Connection Charges. Notwithstanding anything in the City Code to the contrary, the City will impose a charge for tap fees or connections to the water and wastewater system at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

#### ARTICLE IV FINANCING OF FACILITIES

4.01 Authority of District to Issue Bonds. The District shall have the authority to issue, sell and deliver Bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner and as permitted or provided by federal law and the general laws of the State of Texas.

At least thirty (30) days before the issuance of bonds, except refunding bonds, the District's financial advisor shall certify in writing that bonds are being issued within the existing economic feasibility guidelines established by the TCEQ (if applicable) and whether or not the District bonds have been approved by the TCEQ, if applicable. The report, provided to the City Manager, should also state the following:

- The amount of bonds being proposed for issuance,
- The projects to be funded by such bonds,
- The proposed debt service tax rate after issuance of the bonds.

Within thirty (30) days after the District closes the sale of a series of bonds, the District shall deliver to the City Manager a copy of the final official statement for such series of bonds as well as any additional information requested by the City and provide the City with a complete transcript of bond proceedings within sixty (60) days after the date the bonds are delivered.

4.02 Purpose for Bonds and Use of Bond Proceeds. The District will issue Bonds only for the purpose of purchasing and constructing or otherwise acquiring Facilities or parts thereof, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor within or without the boundaries of the District, and providing for developer

interest and for any necessary capitalized interest and costs of issuance.

4.03 Bond Provisions. The District’s Bonds shall expressly provide that the District reserves the right to redeem the Bonds on any interest-payment date subsequent to the tenth anniversary of the date of issuance without premium and will be sold only after the taking of public bid therefore. None of such Bonds, other than refunding Bonds, will be sold for less than 95% of par; provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly “20 Bond Index” during the one-month period next preceding the date notice of the sale of such Bonds is given, and that bids for the Bonds will be received not more than forty-five days after notice of sale of the Bonds is given. The Bonds shall not have a maturity of more than twenty-five years and shall not provide for more than twenty-four months of capitalized interest.

4.04. Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the properties, assets, obligations and liabilities of the District, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City; the Bonds shall not contain a pledge of any revenues of the Facilities.

4.05. Construction by Third Parties. From time to time, the District may enter into one or more agreements, (hereinafter, “Development Financing Agreement”) with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Facilities. Under the terms of each Development Financing Agreement, the landowners or developers will be obligated to finance and construct the Facilities in the manner which would be required by law if such work were being performed by the District. Each Development Financing Agreement will provide for the purchase of the Facilities from the landowners or developers using the proceeds of one or more issues of Bonds, as otherwise permitted by law and the applicable rules, regulations and guidelines of the applicable Approving Bodies.

ARTICLE V  
DISSOLUTION OF THE DISTRICT

5.01. Dissolution of District Prior to Retirement of Bonded Indebtedness. The City and the District recognize that, as provided in the laws of the State of Texas, the City has the right to dissolve the District and to acquire the District’s Assets and assume the

District's Obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve the District until the following conditions have been met:

1. At least 90% of the Facilities to serve all the developable acreage at full development has been constructed. Developable acreage means the total acreage in the District less acreage associated with land uses for roads, utility easements, drainage easements, levee easements, lakes, creeks, rivers, fire facilities, and open space; and
2. The developer of the District has been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

Upon dissolution of the District, the City shall acquire the District's Assets and shall assume the District's Obligations. If requested by the District, the City shall afford the District the opportunity to discharge any remaining District's Obligations pursuant to any existing Development Financing Agreements of the District, by either (i) authorizing the District to sell its Bonds before or during a transition period prior to the effective date of dissolution as established by the City, or (ii) pursuant to Local Government Code Section 43.080, as amended, issuing and selling bonds of the City in at least the amount necessary to discharge the District's Obligations, including those under any Development Financing Agreements.

5.02. Transition upon Dissolution. In the event all required findings and procedures for the annexation and dissolution of the District have been duly, properly and finally made and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to then existing law, the District agrees that its officers, agents and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of the District's Assets to, and the assumption of the District's Obligations by, the City.

#### ARTICLE VI REMEDIES IN EVENT OF DEFAULT

The parties hereto expressly recognize and acknowledge that a breach of this Agreement by either party may cause damage to the nonbreaching party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either party, the other party shall be entitled but not limited to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching party. In the event that a party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching party



shall be required to pay for the non-breaching party's attorneys fees and court costs.

ARTICLE VII  
MISCELLANEOUS PROVISIONS

7.01. Force Majeure. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this 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 the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

7.02. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

7.03. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by prepaid telegram, when appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City of Montgomery, Texas  
101 Old Plantersville Road  
Montgomery, TX 77535  
Attention: City Manager

With a copy to City attorney:

Johnson Petrov LLP  
2929 Allen Parkway, Suite 3150

Houston, TX 77019  
Attn: Alan P. Petrov

If to the District, to:

Montgomery County Municipal Utility District No. 215  
c/o Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attn: Annette Stephens

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other party.

7.04. Assignability. This Agreement may not be assigned by either except upon written consent of the other party

7.05. No Additional Waiver Implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

7.06. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

7.07. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

7.08. Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties or agreements between the parties covering the subject matter of this Agreement other than the Consent Resolution between the City and the District. If any provisions of the Consent Resolution appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the Consent Resolution.

7.09. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of

either party, with respect to the provisions hereof.

7.10. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

7.11. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

7.12. Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City or (ii) the expiration of thirty (30) years from the date hereof.

[EXECUTION PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this \_\_\_\_ day of \_\_\_\_ 202\_.

THE CITY OF MONTGOMERY, TEXAS

\_\_\_\_\_  
Mayor

ATTEST/SEAL:

\_\_\_\_\_  
City Secretary

MONTGOMERY COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 215

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Secretary, Board of Directors

(SEAL)









EXHIBIT "C"  
UTILITY EXHIBIT  
[See attached.]

# 388.5-AC KAMMERER TRACT DEVELOPMENT

## UTILITY EXHIBIT

JANUARY 2022

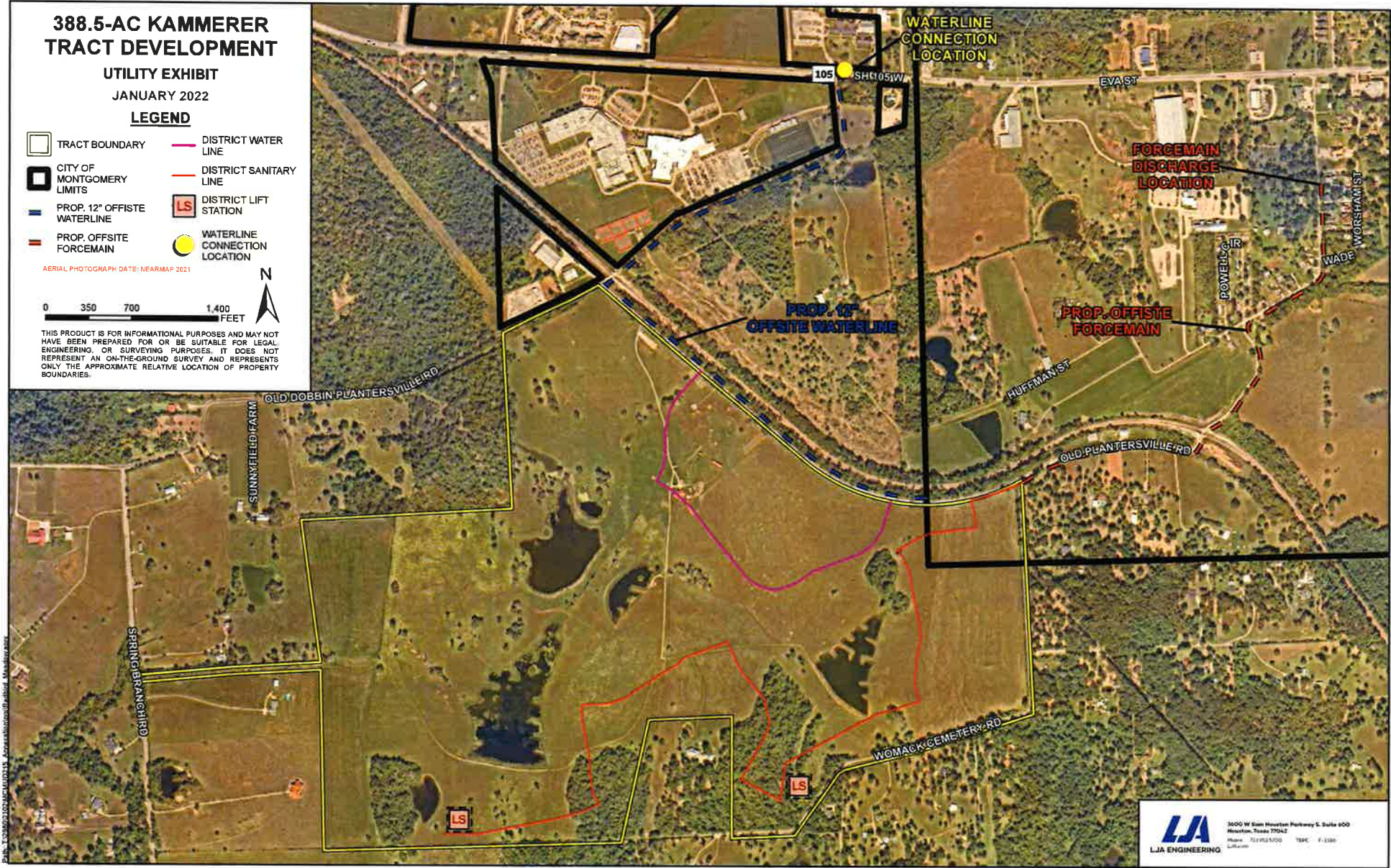
### LEGEND

-  TRACT BOUNDARY
-  CITY OF MONTGOMERY LIMITS
-  PROP. 12" OFFSITE WATERLINE
-  PROP. OFFSITE FORCEMAIN
-  DISTRICT WATER LINE
-  DISTRICT SANITARY LINE
-  DISTRICT LIFT STATION
-  WATERLINE CONNECTION LOCATION

AERIAL PHOTOGRAPH DATE: NEARMAP 2021



THIS PRODUCT IS 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 BOUNDARIES.




3000 W. East Houston Parkway S. Suite 400  
Houston, Texas 77042  
Phone: 713.951.1700 FAX: 713.951.1701  
www.lja.com

EXHIBIT "D"  
PROPOSED MAJOR THOROUGHFARE PLAN  
[See attached.]



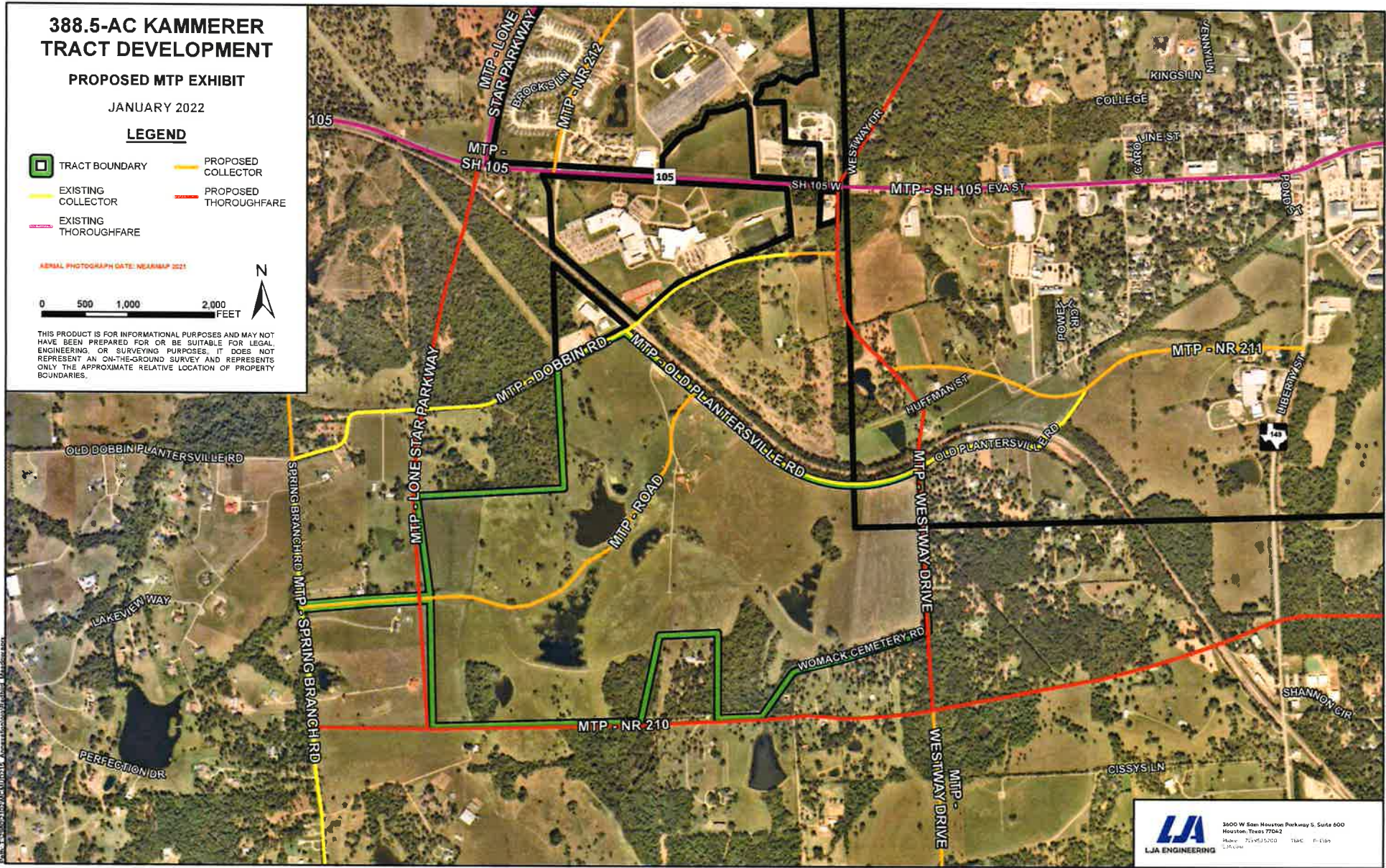




EXHIBIT "E"  
ANNEXATION TRACT

[See attached.]

# CITY OF MONTGOMERY ANNEXATION (378.2115 AC)

DECEMBER 2021

-  ANNEXATION INSIDE ETJ  
(279.30 ACRES)
-  ANNEXATION OUTSIDE ETJ  
(98.9115 ACRES)

\*THIS DOCUMENT WAS PREPARED UNDER 22 TAC §138.95. DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



AERIAL PHOTOGRAPHY DATE: NEARMAP 2021

THIS PRODUCT IS 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 BOUNDARIES.

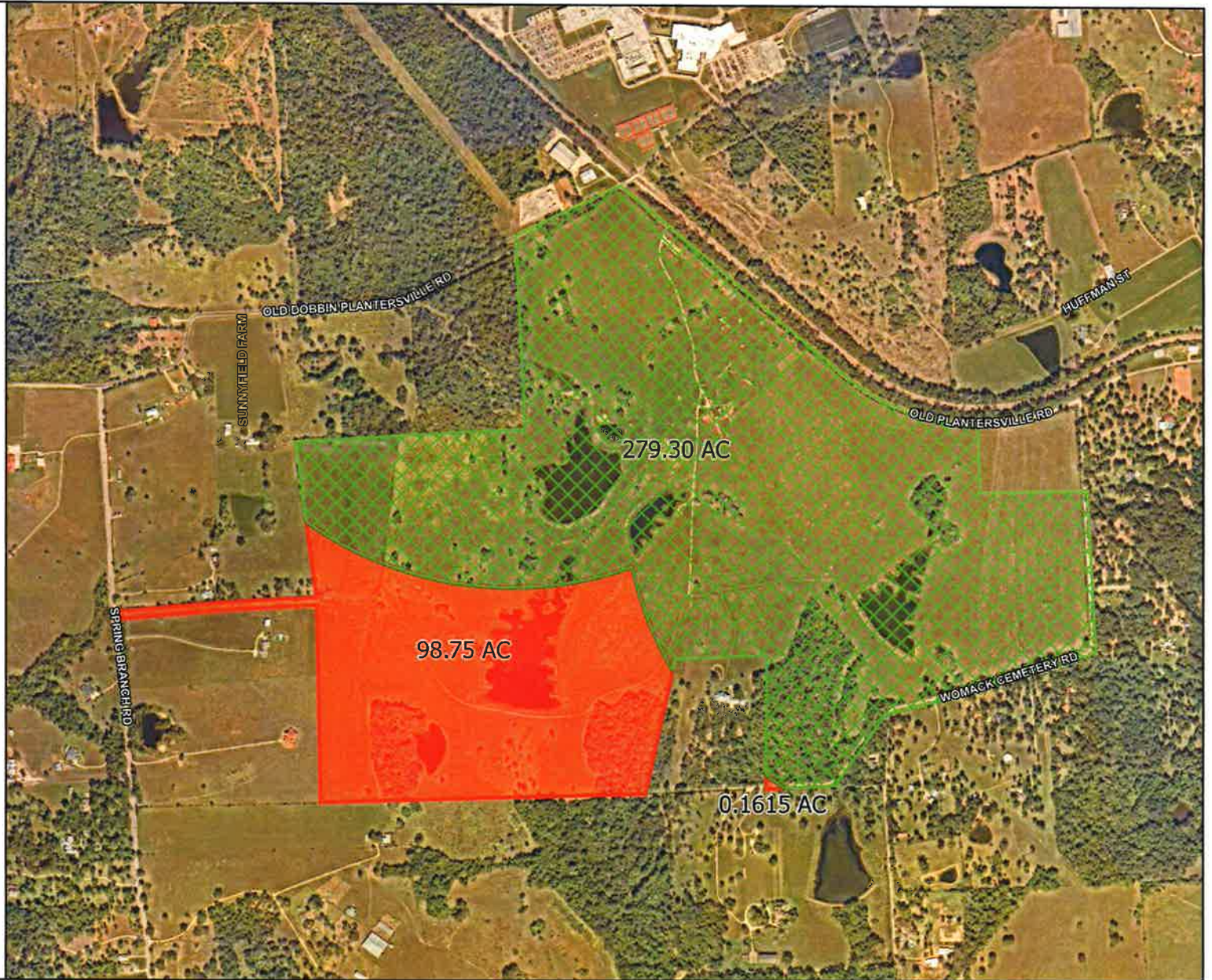
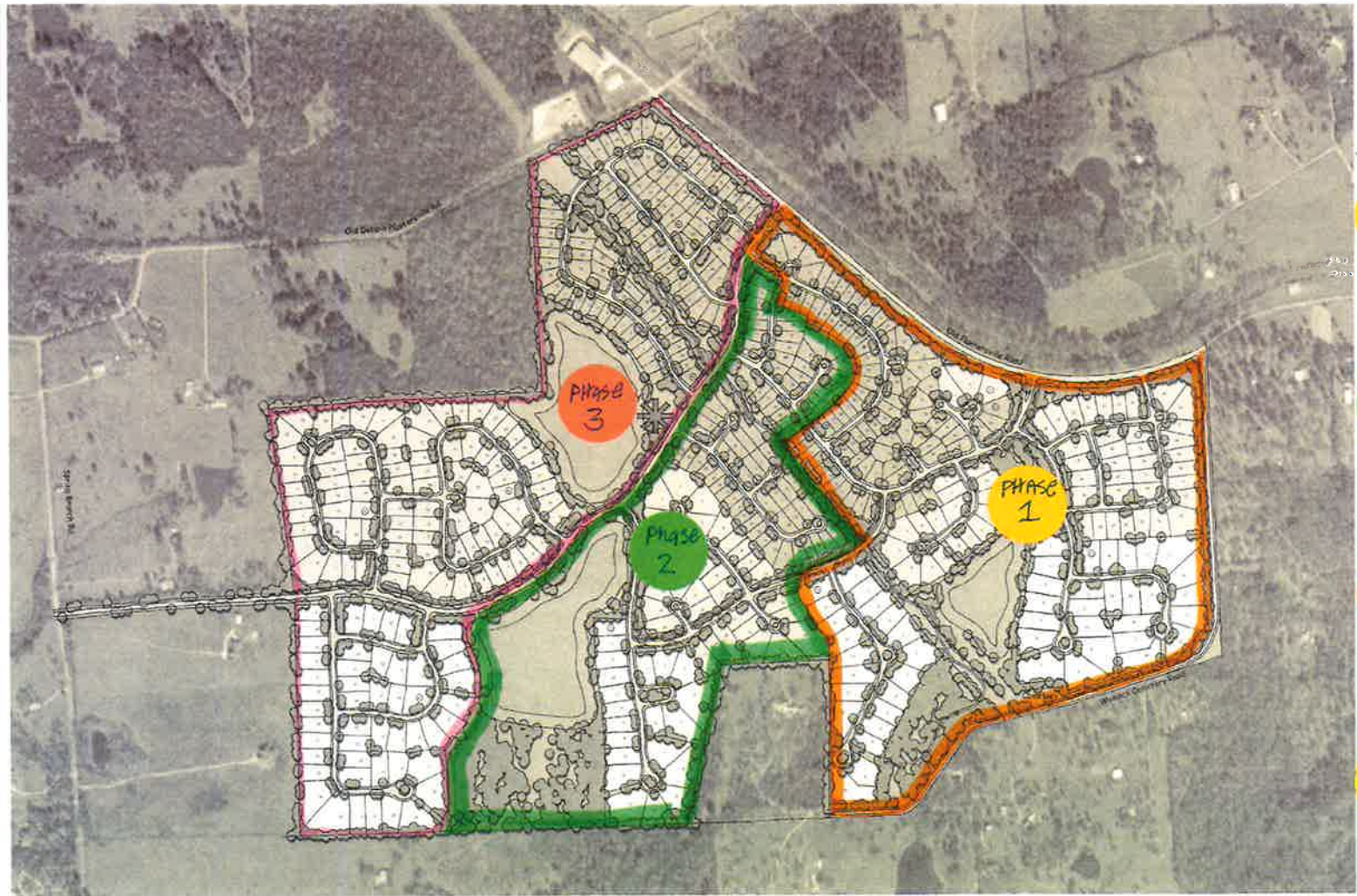


EXHIBIT "F"  
PHASING PLAN  
[See attached.]








PHASE 1  
Connections/186

PHASE 2  
Connections/125


PHASE 3  
Connections/244

TOTAL 555  
connections

Conceptual Development Plan  
**REDBIRD MEADOW**  
 Montgomery County, Texas  
 REDBIRD DEVELOPMENT, LLC

	50 X 140' - 263 DU 85.5 Ac.		LAKES \ DETENTION 36.3 Ac.
	55 X 170' - 174 DU 98.5 Ac.		PIPE LINES, MAJOR ROAD ROW, DETENTION, WETLANDS, PARKS, OPEN SPACE, DRAINAGE 80 Ac.
	110 X 200' - 116 DU 88.2 Ac.		
RESIDENTIAL TOTAL 271.7 Ac. - 555 DU		GRAND TOTAL 388.5	

Notes:  
 1. This development is a conceptual plan only. It is not intended to be used for any other purpose.  
 2. The development is subject to the approval of the Montgomery County Board of Commissioners.  
 3. The development is subject to the approval of the Montgomery County Board of Supervisors.  
 4. The development is subject to the approval of the Montgomery County Board of Health.  
 5. The development is subject to the approval of the Montgomery County Board of Education.  
 6. The development is subject to the approval of the Montgomery County Board of Social Services.  
 7. The development is subject to the approval of the Montgomery County Board of Mental Health Services.  
 8. The development is subject to the approval of the Montgomery County Board of Aging Services.  
 9. The development is subject to the approval of the Montgomery County Board of Community Development.  
 10. The development is subject to the approval of the Montgomery County Board of Economic Development.  
 11. The development is subject to the approval of the Montgomery County Board of Environmental Services.  
 12. The development is subject to the approval of the Montgomery County Board of Fire Services.  
 13. The development is subject to the approval of the Montgomery County Board of Health Services.  
 14. The development is subject to the approval of the Montgomery County Board of Human Resources.  
 15. The development is subject to the approval of the Montgomery County Board of Information Services.  
 16. The development is subject to the approval of the Montgomery County Board of Justice Services.  
 17. The development is subject to the approval of the Montgomery County Board of Labor Services.  
 18. The development is subject to the approval of the Montgomery County Board of Law Services.  
 19. The development is subject to the approval of the Montgomery County Board of Library Services.  
 20. The development is subject to the approval of the Montgomery County Board of Parks and Recreation Services.  
 21. The development is subject to the approval of the Montgomery County Board of Public Safety Services.  
 22. The development is subject to the approval of the Montgomery County Board of Public Works Services.  
 23. The development is subject to the approval of the Montgomery County Board of Social Services.  
 24. The development is subject to the approval of the Montgomery County Board of Transportation Services.  
 25. The development is subject to the approval of the Montgomery County Board of Utility Services.  
 26. The development is subject to the approval of the Montgomery County Board of Veterans Services.  
 27. The development is subject to the approval of the Montgomery County Board of Workforce Services.  
 28. The development is subject to the approval of the Montgomery County Board of Youth Services.  
 29. The development is subject to the approval of the Montgomery County Board of Zoning Services.  
 30. The development is subject to the approval of the Montgomery County Board of Planning Services.



# ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER  
3200 SOUTHWEST FREEWAY  
SUITE 2600  
HOUSTON, TEXAS 77027  
TEL (713) 860-6400  
FAX (713) 860-6401  
abhr.com

Direct Line: (713) 860-6424  
Direct Fax: (713) 860-6624

lsotirake@abhr.com

Linda F. Sotirake  
Legal Assistant

February 14, 2022

**VIA MESSENGER**

Mr. Richard Tramm  
City of Montgomery  
101 Old Plantersville Road  
Montgomery, TX 77316

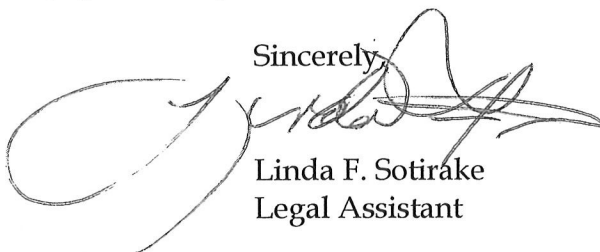
Re: Montgomery County Municipal Utility District No. 215 (the "District")

Dear Mr. Tramm:

Please find enclosed the Petition for Consent to the Creation of a Municipal Utility District and the Petition for Annexation into the City of Montgomery, Texas for consideration at the City of Montgomery's February meeting. Also enclosed is a copy of the Petition for Creation of the District and six (6) City Secretary certificates for execution. Following City consent please forward 5 certified copies of the resolution or ordinance and the executed City Secretary certificates.

Should you have any questions, please feel free to call me at (713) 860-6424.

Sincerely,



Linda F. Sotirake  
Legal Assistant

Enclosures

PETITION FOR CREATION OF  
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 215

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY:

REDBIRD MEADOW DEVELOPMENT, LLC, a Texas limited liability company, holding title to a majority in value of the land described in **Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4**, attached hereto and incorporated herein for all purposes, as indicated by the certificates of ownership provided by the Montgomery Central Appraisal District (herein the "Petitioners"), and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto, respectfully petitions the Commissioners of the Texas Commission on Environmental Quality (the "TCEQ") for the creation of a municipal utility district, and in support thereof would respectfully show the following:

I.

The name of the proposed District shall be MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 215 (herein the "District"). There is no other conservation and reclamation district in Montgomery County, Texas, with the same name.

II.

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

III.

The District shall have all the rights, powers, privileges, authority and functions conferred by and be subject to all duties imposed by the Texas Water Code and the general laws relating to municipal utility districts. The District shall contain an area of 388.5055 acres of land, more or less, situated in Montgomery County, Texas, described by metes and bounds in **Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4**, attached hereto and made a part hereof for all purposes (the "Land"). All of the land proposed to be included within the District is within the corporate boundaries of the City of Montgomery. All of the land proposed to be included may properly be included in the District.

## IV.

The Petitioner holds fee simple title to the Land. The Petitioner hereby represents that it owns a majority in value of the Land which is proposed to be included in the District, as indicated by the certificate of ownership provided by the Montgomery Central Appraisal District.

## V.

The Petitioner represents that there are no lienholders on the Land other than Conservative Investments, Inc. and that there are no residents on the Land.

## VI.

The general nature of the work proposed to be done by the District at the present time is the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of a waterworks and sanitary sewer system for residential and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, all as more particularly described in an engineer's report filed simultaneously with the filing of this petition, to which reference is hereby made for more detailed description, and such other purchase, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such additional facilities, including roads, parks and recreation facilities, systems, plants and enterprises as shall be consistent with all of the purposes for which the District is created (the "Project").

## VII.

There is a necessity for the improvements above described. The territory to be included in said proposed District consists of 10.304 acres within the corporate boundaries of the City, 279.29 acres within the extraterritorial jurisdiction of the City, and 98.75 acres and the 0.1615 acres not within the corporate boundaries or the extraterritorial jurisdiction of any city, which will be developed for residential and commercial purposes. The City will annex the 279.29 acres, the 98.75 acres, and the 0.1615 acres into its corporate boundaries. There is not available within the area proposed to be included in the District an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, roads, or park and recreational facilities and the health and welfare of the present and future inhabitants of the District and of the areas adjacent thereto require the purchase, construction, acquisition, maintenance and operation of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system, roads and park and recreational facilities.



## VIII.

The proposed improvements are feasible and practicable. There is an ample supply of water available, and the terrain of the territory to be included in the proposed District is such that a waterworks system, a sanitary sewer system, and drainage and storm sewer system, roads and park and recreational facilities can be constructed at a reasonable cost.

## IX.

A preliminary investigation has been made to determine the cost of the proposed District's waterworks system, sanitary sewer system, and drainage and storm sewer system projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$44,200,000.

## XI.

A preliminary investigation has been made to determine the cost of the proposed District's road projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$29,200,000.

## XII.

A preliminary investigation has been made to determine the cost of the proposed District's park and recreational facilities, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$21,000,000.

## XIII.

The total cost of the proposed District's projects is estimated by the Petitioner to be approximately \$94,400,000.

WHEREFORE, the Petitioner respectfully prays that this petition be properly filed, as provided by law; that all interested persons be notified of the procedures for requesting a public hearing on this petition as required by 30 Tex. Admin. Code §293.12; that this petition be set for consideration at a date to be fixed in keeping with the provisions of Chapters 49 and 54, Texas Water Code, and the rules of the TCEQ; that, if necessary, a hearing be held and notice thereof be given as provided in Chapters 49 and 54, Texas Water Code, and the rules of the TCEQ; that this petition be in all things granted; that the District be created and five directors thereof appointed to serve until their successors are duly elected and qualified; and that such other orders, acts, procedure and relief be granted as are proper and necessary and appropriate to the creation and organization of the District, as the TCEQ shall deem proper and necessary.

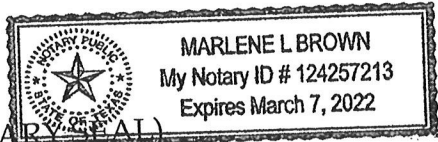
RESPECTFULLY SUBMITTED this 31<sup>st</sup> day of January, 2022.

REDBIRD MEADOW DEVELOPMENT, LLC  
a Texas limited liability company

By: [Signature]  
Name: Ronnie Matthews  
Title: Member / Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF Harris           §

31<sup>st</sup> This instrument was acknowledged before me, the undersigned authority, this day of January, 2022, by Ronnie Matthews Member / Mgr of REDBIRD MEADOW DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said limited liability company.



(NOTARY SEAL)

[Signature]  
Notary Public, State of Texas

METES AND BOUNDS DESCRIPTION  
279.29 ACRES OUT OF THE  
ZACHARIAH LANDRUM SURVEY, A-22  
MONTGOMERY COUNTY, TEXAS

A tract of land containing 279.29 acres (12,166,237 square feet) out of the Zachariah Landrum Survey, Abstract No. 22, Montgomery County, Texas, being a portion of a 388.5 acre tract, conveyed to Redbird Development, LLC, as recorded under Clerk's File (C.F.) No. 2021049974 of the Official Public Records Montgomery County (OP.R.M.C.), said 279.29 acres being more particularly described by metes and bounds as follows with all bearings be based on the Texas Coordinate System, Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a north corner of the herein described tract, being the intersection of the approximate centerline of said Old Dobbin Road and the approximate centerline of Old Plantersville Road;

THENCE with and adjoining said approximate centerline of Old Plantersville Road, the following five (5) courses and distances:

1. SOUTH 50 degrees 02 minutes 03 seconds EAST, 484.20 feet, to a northerly corner of the herein described tract;
2. SOUTH 49 degrees 34 minutes 13 seconds EAST, 603.77 feet, to a northerly corner of the herein described tract;
3. SOUTH 49 degrees 43 minutes 52 seconds EAST, 594.81 feet, to a northerly corner of the herein described tract;
4. SOUTH 49 degrees 49 minutes 14 seconds EAST, 503.40 feet, to a northerly corner of the herein described tract;
5. EASTERLY along a curve to the left, through a central angle of 40 degrees 04 minutes 17 seconds, to a northerly corner of the herein described tract, lying in a westerly line of the City of Montgomery City Limit, said curve having a radius of 1,540.00 feet an arc length of 1,077.04 feet, and a long chord bearing and distance of SOUTH 69 degrees 51 minutes 23 seconds EAST, 1,055.23 feet;

THENCE SOUTH 01 degree 33 minutes 44 seconds EAST, 511.01 feet, with and adjoining said westerly line of the City of Montgomery City Limit, to a northerly corner of the herein described tract;

THENCE NORTH 88 degrees 26 minutes 15 seconds EAST, 797.59 feet, with and adjoining a southerly line of the City of Montgomery City Limit, to the northeast corner of the herein described tract;

THENCE SOUTH 03 degrees 00 minute 07 seconds EAST, 1,215.74 feet, with and adjoining the east right-of-way line of Womack Cemetery Road, to the northeast corner of a called 18.43 acre tract conveyed to Van Stovall and Jeanne Stovall as recorded under Clerk's File No. 99050272 of the Official Public Records of Real Property, Montgomery County, Texas (O.P.R.R.P.M.C.), lying at the intersection to the east right-of-way line and the south right-of-way line of Womack Cemetery Road, lying in the west line of a called 10.758 acre tract conveyed to Ford Hal Bazar as recorded under Clerk's File No. 2001-040245 of the O.P.R.R.P.M.C., for the southeast corner of the herein described tract;

THENCE with and adjoining the south right-of-way of Womack Cemetery Road, the following six (6) courses and distances:

1. SOUTH 71 degrees 44 minutes 11 seconds WEST, 497.65 feet, to the northwest corner of said called 18.43 acre tract, also being the northeast corner of a called 8.0793 acre tract conveyed to Samuel Scheler and wife Tanya Scheler as recorded under Clerk's File No. 2013100439 of the O.P.R.M.C., for a southerly corner of the herein described tract;
2. SOUTH 71 degrees 58 minutes 44 seconds WEST, 493.64 feet, along the north line of said called 8.0793 acre tract and the north line of a called 9.434 acre tract conveyed to Micah D. Tomlinson and spouse Diane Tomlinson, as recorded under Clerk's File No. 2006-009043 of the O.P.R.R.P.M.C., to a southerly corner of the herein described tract;
3. SOUTH 75 degrees 35 minutes 39 seconds WEST, 604.23 feet, along the north line of said called 9.434 acre tract and the north line of a called 15.1045 acre tract conveyed to Lester W. Gallatin and wife Cynthia Gallatin as recorded under Clerk's File No. 2003-152894 of the O.P.R.R.P.M.C., to a southerly corner of the herein described tract;
4. SOUTH 59 degrees 21 minutes 52 seconds WEST, 55.10 feet, to a north corner of a called 2.221 acre tract conveyed to 11845 Womack Cemetery Road Joint Venture as recorded under Clerk's File No. 2018057068 of the O.P.R.M.C., also being a southerly corner of the herein described tract;
5. SOUTH 35 degrees 03 minutes 48 seconds WEST, 625.59 feet, to a southwest corner of said called 2.221 acre tract, lying in the north line of said called 49.956 acre tract, also being a southerly corner of the herein described tract;
6. SOUTH 87 degrees 25 minutes 18 seconds WEST, 373.13 feet, to a non-tangent curve and southerly corner of the herein described tract, lying in a southerly line of the City of Montgomery Extraterritorial Jurisdiction;

THENCE NORTHWESTERLY along a curve to the right, through a central angle of 03 degrees 40 minutes 37 seconds, to a southerly line of said 388.5 acre tract, said curve having a radius of 2,640.00 feet, an arc length of 169.42 feet, and a long chord bearing and distance of NORTH 54 degrees 55 minutes 37 seconds WEST, 169.40 feet;

THENCE NORTH 00 degree 05 minutes 49 seconds EAST, 894.74 feet, with and adjoining said southerly line of the 388.5 acre tract, to a southerly corner of the herein described tract;

THENCE SOUTH 87 degrees 23 minutes 22 seconds WEST, 677.53 feet, with and adjoining said southerly line of the 388.5 acre tract, to a southerly corner of the herein described tract;

THENCE SOUTH 12 degrees 17 minutes 49 seconds WEST, 86.97 feet, with and adjoining said southerly line of the 388.5 acre tract, to a non-tangent curve and southerly corner of the herein described tract, lying in a westerly line of the City of Montgomery Extraterritorial Jurisdiction;

THENCE NORTHERLY along a curve to the right, with and adjoining a westerly line of the City of Montgomery Extraterritorial Jurisdiction, through a central angle of 18 degrees 03 minutes 22 seconds, to a non-tangent curve and southerly corner of the herein described tract, said curve having a radius of 2,640.00 feet, an arc length of 831.97 feet, and a long chord bearing and distance of NORTH 21 degrees 16 minutes 18 seconds WEST, 828.53 feet;

THENCE WESTERLY along a curve to the right, with and adjoining a westerly line of the City of Montgomery Extraterritorial Jurisdiction, through a central angle of 55 degrees 07 minutes 41 seconds, to the southwest corner of the herein described tract, lying in a westerly line of said 388.5 acre tract, said curve having a radius of 2,638.90 feet, an arc length of 2,539.06 feet, and a long chord bearing and distance of NORTH 82 degrees 17 minutes 39 seconds WEST, 2,442.25 feet;

THENCE NORTH 07 degrees 47 minutes 11 seconds WEST, 604.15 feet, with and adjoining said westerly line of the 388.5 acre tract, to a westerly corner of the herein described tract;

THENCE NORTH 86 degrees 39 minutes 25 seconds EAST, 1,710.81 feet, with and adjoining the southerly line of a 44.201 acre tract, conveyed to Promocon USA, LLC as recorded under Clerk's File No. 2019008141 of the O.P.R.M.C., to the southeast corner of said 44.201 acre tract;

THENCE NORTH 03 degrees 01 minute 49 seconds WEST, 1,436.78 feet, with and adjoining an east line of said 44.201 acre tract, to the northwest corner of the herein described tract, lying in the approximate centerline of Old Dobbin Road:

THENCE with and adjoining the approximate centerline of said Old Dobbin Road, the following three (3) courses and distances:

1. NORTH 63 degrees 02 minutes 56 seconds EAST, 319.69 feet, to a northerly corner of the herein described tract;
2. NORTH 65 degrees 05 minutes 57 seconds EAST, 303.42 feet, to a northerly corner of the herein described tract;
3. NORTH 62 degrees 20 minutes 23 seconds EAST, 242.77 feet, to the POINT OF BEGINNING, containing 279.30 acres (12,166,237 square feet) of land.

This document was prepared from record information only and was prepared under the authority of Stephen P. Matovich, RPLS 5347, on December 6, 2021. This document is not to be relied upon as a complete survey and has not been monumented.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



METES AND BOUNDS DESCRIPTION  
98.75 ACRES OUT OF THE  
ZACHARIAH LANDRUM SURVEY, A-22  
MONTGOMERY COUNTY, TEXAS

A tract of land containing 98.75 acres (4,301,583 square feet) out of the Zachariah Landrum Survey, Abstract No. 22, Montgomery County, Texas, being a portion of a 388.5 acre tract, conveyed to Redbird Development, LLC, as recorded under Clerk's File (C.F.) No. 2021049974 of the Official Public Records Montgomery County (O.P.R.M.C.), said 98.75 acres being more particularly described by metes and bounds as follows with all bearings be based on the Texas Coordinate System, Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a southwesterly corner of said 388.5 acre tract, also being the southeast corner of a 29.510 acre tract conveyed to Eco World Construction LLC by deed as recorded under Clerk's File No. 2017075464 of the O.P.R.M.C., lying in the northerly line of a called 251.96 acre tract conveyed of Steven L. Havens as recorded under Clerk's File No. 9403259 of the Official Public Records of Real Property, Montgomery County, Texas (O.P.R.R.P.M.C.);

THENCE NORTH 01 degree 03 minutes 09 seconds WEST, 936.63 feet, with and adjoining the east line of said 29.510 acre tract, to the northeast corner of said 29.510 acre tract, also being the southeast corner of a 18.285 acre tract conveyed to Cullan Morris Cotton and spouse Angela Carolyn Cotton, as recorded under Clerk's File No. 2013123600 of the O.P.R.M.C.;

THENCE NORTH 01 degree 18 minutes 35 seconds WEST, 538.33 feet, with and adjoining the east line of said 18.285 acre tract, to the northeast corner of said 12.285 acre tract;

THENCE with and adjoining the north line of said called 18.285 acre tract, the following two (2) courses and distances:

1. SOUTH 86 degrees 44 minutes 07 seconds WEST, 713.98 feet, to a northerly corner of said 18.285 acre tract;
2. SOUTH 84 degrees 52 minutes 41 seconds WEST, 788.26 feet, westerly corner of the herein described tract lying in the approximate centerline of Spring Branch Road;

THENCE NORTH 07 degrees 58 minutes 17 seconds WEST, 60.07 feet, with and adjoining said approximate centerline of Spring Branch Road, to a westerly corner of the herein described tract;

THENCE NORTH 84 degrees 52 minutes 41 seconds EAST, 792.22 feet, with and adjoining a westerly line of said 388.5 acre tract, at 53.58 feet passing the southwest corner of a called 5.74 acre tract conveyed to Ty Russell as recorded under Clerk's File No. 2002-029580 of the O.P.R.R.P.M.C., to the southeast corner of said 5.74 acre tract, also being the southwest corner of a called 14.929 acre tract conveyed to Carl M Wilson, Jr. as recorded under Clerk's File No. 2012019241 of the O.P.R.M.C.;

THENCE NORTH 86 degrees 44 minutes 07 seconds EAST, 717.13 feet, with and adjoining the south line of said 14.929 acre tract, to the southeast corner of said 14.929 acre tract and a westerly corner of the herein described tract;

THENCE NORTH 07 degrees 47 minutes 11 seconds WEST, 560.93 feet, with and adjoining a westerly line of said 388.5 acre tract, to a non-tangent curve and southerly line of the City of Montgomery Extraterritorial Jurisdiction and northwest corner of the herein described tract;

THENCE EASTERLY along a curve to the left, through a central angle of 55 degrees 07 minutes 41 seconds, with and adjoining said southerly line of City of Montgomery Extraterritorial Jurisdiction, to a non-tangent curve and northeast corner of the herein described tract, said curve having a radius of 2,638.90 feet, an arc length of 2,539.06 feet, and a long chord bearing and distance of SOUTH 82 degrees 17 minutes 39 seconds EAST, 2,442.25 feet;

THENCE SOUTHERLY along a curve to the left, through a central angle of 18 degrees 03 minutes 22 seconds, with and adjoining said southerly line of City of Montgomery Extraterritorial Jurisdiction, to an easterly corner of the herein described tract, lying in a southerly line of said 388.5 acre tract, said curve having a radius of 2,640.00 feet, an arc length of 831.97 feet, and a long chord bearing and distance of SOUTH 21 degrees 16 minutes 18 seconds EAST, 828.53 feet;

THENCE SOUTH 12 degrees 17 minutes 49 seconds WEST, 941.97 feet, with and adjoining said southerly line of the 388.5 acre tract, to a southerly corner of the herein described tract, lying in said northerly line of the 251.96 acre tract;



THENCE SOUTH 88 degrees 19 minutes 34 seconds WEST, 2,414.45 feet, with and adjoining said northerly line of the 251.96 acre tract, to the POINT OF BEGINNING, containing 98.75 acres (4,301,583 square feet) of land. This document was prepared from record information only and was prepared under the authority of Stephen P. Matovich, RPLS 5347, on December 6, 2021.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



METES AND BOUNDS DESCRIPTION  
0.1615 ACRE OUT OF THE  
ZACHARIAH LANDRUM SURVEY, A-22  
MONTGOMERY COUNTY, TEXAS

A tract of land containing 0.1615 acre (7,036 square feet) out of the Zachariah Landrum Survey, Abstract No. 22, Montgomery County, Texas, being a portion of a 388.5 acre tract, conveyed to Redbird Development, LLC, as recorded under Clerk's File (C.F.) No. 2021049974 of the Official Public Records Montgomery County (O.P.R.M.C.), said 0.1615 acre being more particularly described by metes and bounds as follows with all bearings to be based on the Texas Coordinate System, Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a southerly corner of said 388.5 acre tract, lying in the southerly line of Womack Cemetery Road, lying in a northerly line of a 49.956 acre tract conveyed to Scott T. Kammerer and wife, Kimberly K. Kammerer, as recorded under Clerk's File No. 2006-111859 of the Official Public Records of Real Property, Montgomery County, Texas (O.P.R.R.P.M.C.), from which the northwest corner of said 49.956 acre tract bears SOUTH 87 degrees 25 minutes 18 seconds WEST, 743.11 feet;

THENCE NORTH 00 degree 05 minutes 49 seconds EAST, 103.59 feet, with and adjoining a southerly line of said 388.5 acre tract, to a southerly line of the City of Montgomery Extraterritorial Jurisdiction boundary;

THENCE SOUTHEASTERLY along a curve to the left, through a central angle of 03 degrees 40 minutes 37 seconds, with and adjoining a southerly boundary line of the City of Montgomery Extraterritorial Jurisdiction boundary, to the southeast corner of the herein described tract, lying in said southerly line of Womack Cemetery Road, said curve having a radius of 2,640.00 feet, an arc length of 169.42 feet, and a long chord bearing and distance of SOUTH 54 degrees 55 minutes 37 seconds EAST, 169.40 feet;

THENCE SOUTH 87 degrees 25 minutes 18 seconds WEST, 138.95 feet, with and adjoining said southerly line of Womack Cemetery Road, to the POINT OF BEGINNING, containing 0.1615 acre (7,036 square feet) of land. This document was prepared from record information only and does not reflect an on the ground survey and was prepared under the authority of Stephen P. Matovich, RPLS 5347, on December 6, 2021.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



METES AND BOUNDS DESCRIPTION  
 10.304 ACRES OUT OF THE  
 ZACHARIAH LANDRUM SURVEY, A-22  
 MONTGOMERY COUNTY, TEXAS

A tract of land containing 10.304 acres (488,834 square feet) out of the Zachariah Landrum Survey, Abstract No. 22, Montgomery County, Texas, being a portion of a 388.5 acre tract, conveyed to Redbird Development, LLC, as recorded under Clerk's File No. 2021049974 of the Official Public Records Montgomery County (OP.R.M.C.), said 10.308 acres being more particularly described by metes and bounds as follows with all bearings be based on the Texas Coordinate System, Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at the northeast corner of the herein described tract, also being the northeast corner of said 388.50 acre tract, at the intersection of the approximate centerline of Old Plantersville Road and the east right-of-way line of Womack Cemetery Road;

THENCE SOUTH 03 degrees 00 minute 07 seconds EAST, 697.38 feet, with and adjoining the east right-of-way line of Womack Cemetery Road, to the intersection with the southerly city limit line of the City of Montgomery;

THENCE SOUTH 88 degrees 26 minutes 15 seconds WEST, 797.59 feet, with and adjoining the southerly city limit line of the City of Montgomery to a southwest corner of the herein described tract, also being the southeast corner of the City of Montgomery city limits;

THENCE NORTH 01 degree 33 minutes 44 seconds WEST, 511.01 feet, with and adjoining the City of Montgomery city limit line, to a non-tangent curve and the approximate centerline of Old Plantersville Road, also being a northerly line of said 388.5 acre tract, for the northwest corner of the herein described tract;

THENCE EASTERLY along a curve to the left, with and adjoining the approximate centerline of Old Plantersville Road, also being said northerly line of said 388.5 acre tract, through a central angle of 30 degrees 11 minutes 07 seconds, to the POINT OF BEGINNING, containing 10.304 acres (448,834 square feet) of land, said curve having a radius of 1,540.00 feet an arc length of 811.32 feet, and a long chord bearing and distance of NORTH 75 degrees 00 minute 55 seconds EAST, 801.97 feet. This document was prepared from record information only and does not reflect an on the ground survey and was prepared under the authority of Stephen P. Matovich, RPLS 5347, on December 8, 2021.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Project: LJAS001-2980-2102.300



CERTIFICATE OF CITY SECRETARY

STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY    §

I, the Secretary of the City of Montgomery, Texas, do hereby certify that a signed copy of the Petition for Creation of Montgomery County Municipal Utility District No. 215 has been filed in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Secretary  
City of Montgomery, Texas

(SEAL)

PETITION FOR ANNEXATION  
INTO THE CITY OF MONTGOMERY, TEXAS

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS:

REDBIRD MEADOW DEVELOPMENT, LLC, a Texas limited liability company (the "Petitioner"), acting pursuant to Section 43.0671 of the Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions the Mayor and the City Council of the City of Montgomery (the "City") to extend the present city limits so as to include and annex as part of the City the tracts of land described by metes and bounds in **Exhibit A-1, Exhibit A-2, and Exhibit A-3** (the "Land"), which is attached hereto and incorporated herein for all purposes, and further petitions the City to negotiate and enter into a written agreement with the Petitioner for the provision of services in the area. In support of this petition, the Petitioner would show the following:

1. The Land is comprised of 279.29 acres within the extraterritorial jurisdiction of the City (as such term is defined in Texas Local Government Code Section 42.001 et seq., as amended) and 98.9115 acres not within the extraterritorial jurisdiction or corporate boundaries of any city.

2. The Land is described by metes and bounds in **Exhibit A-1, Exhibit A-2, and Exhibit A-3**, which are attached hereto and incorporated herein for all purposes.

3. The Petitioner hereby certifies that it is the sole owner of the tracts of land described by metes and bounds in **Exhibit A-1, Exhibit A-2, and Exhibit A-3**, and that this Petition is signed and acknowledged by each and every person, corporation or entity owning the tracts of land described by metes and bounds in **Exhibit A-1, Exhibit A-2, and Exhibit A-3** or having an ownership interest in any part of the tracts of land described by metes and bounds in **Exhibit A-1, Exhibit A-2, and Exhibit A-3**. There are no lienholders on the tracts of land described by metes and bounds in **Exhibit A-1, Exhibit A-2, and Exhibit A-3**, other than Conservative Investments, Inc., a Texas corporation.

4. Prior to annexation of the Land into the City, the Petitioner agrees that it will negotiate and enter into a written agreement with the City for the provision of services in the area in accordance with Section 43.0672, Texas Local Government Code.

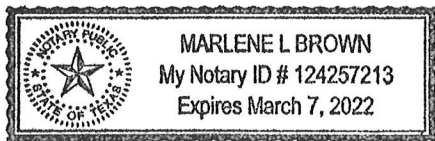
Respectfully submitted this 31<sup>st</sup> day of January, 2022.

REDBIRD MEADOW DEVELOPMENT,  
LLC  
a Texas limited liability company

By: \_\_\_\_\_  
Name: Ronnie Matthews  
Title: Member / Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF Harris           §

This instrument was acknowledged before me on this 31<sup>st</sup> day of January, 2022,  
by Ronnie Matthews Member/Manager of REDBIRD MEADOW DEVELOPMENT,  
LLC, a Texas limited liability company, on behalf of said limited liability company.



Marlene L Brown  
Notary Public, State of Texas

(NOTARY SEAL)

METES AND BOUNDS DESCRIPTION  
279.29 ACRES OUT OF THE  
ZACHARIAH LANDRUM SURVEY, A-22  
MONTGOMERY COUNTY, TEXAS

A tract of land containing 279.29 acres (12,166,237 square feet) out of the Zachariah Landrum Survey, Abstract No. 22, Montgomery County, Texas, being a portion of a 388.5 acre tract, conveyed to Redbird Development, LLC, as recorded under Clerk's File (C.F.) No. 2021049974 of the Official Public Records Montgomery County (O.P.R.M.C.), said 279.29 acres being more particularly described by metes and bounds as follows with all bearings be based on the Texas Coordinate System, Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a north corner of the herein described tract, being the intersection of the approximate centerline of said Old Dobbin Road and the approximate centerline of Old Plantersville Road;

THENCE with and adjoining said approximate centerline of Old Plantersville Road, the following five (5) courses and distances:

1. SOUTH 50 degrees 02 minutes 03 seconds EAST, 484.20 feet, to a northerly corner of the herein described tract;
2. SOUTH 49 degrees 34 minutes 13 seconds EAST, 603.77 feet, to a northerly corner of the herein described tract;
3. SOUTH 49 degrees 43 minutes 52 seconds EAST, 594.81 feet, to a northerly corner of the herein described tract;
4. SOUTH 49 degrees 49 minutes 14 seconds EAST, 503.40 feet, to a northerly corner of the herein described tract;
5. EASTERLY along a curve to the left, through a central angle of 40 degrees 04 minutes 17 seconds, to a northerly corner of the herein described tract, lying in a westerly line of the City of Montgomery City Limit, said curve having a radius of 1,540.00 feet an arc length of 1,077.04 feet, and a long chord bearing and distance of SOUTH 69 degrees 51 minutes 23 seconds EAST, 1,055.23 feet;

THENCE SOUTH 01 degree 33 minutes 44 seconds EAST, 511.01 feet, with and adjoining said westerly line of the City of Montgomery City Limit, to a northerly corner of the herein described tract;

THENCE NORTH 88 degrees 26 minutes 15 seconds EAST, 797.59 feet, with and adjoining a southerly line of the City of Montgomery City Limit, to the northeast corner of the herein described tract;

THENCE SOUTH 03 degrees 00 minute 07 seconds EAST, 1,215.74 feet, with and adjoining the east right-of-way line of Womack Cemetery Road, to the northeast corner of a called 18.43 acre tract conveyed to Van Stovall and Jeanne Stovall as recorded under Clerk's File No. 99050272 of the Official Public Records of Real Property, Montgomery County, Texas (O.P.R.R.P.M.C.), lying at the intersection to the east right-of-way line and the south right-of-way line of Womack Cemetery Road, lying in the west line of a called 10.758 acre tract conveyed to Ford Hal Bazar as recorded under Clerk's File No. 2001-040245 of the O.P.R.R.P.M.C., for the southeast corner of the herein described tract;

THENCE with and adjoining the south right-of-way of Womack Cemetery Road, the following six (6) courses and distances:

1. SOUTH 71 degrees 44 minutes 11 seconds WEST, 497.65 feet, to the northwest corner of said called 18.43 acre tract, also being the northeast corner of a called 8.0793 acre tract conveyed to Samuel Scheler and wife Tanya Scheler as recorded under Clerk's File No. 2013100439 of the O.P.R.M.C., for a southerly corner of the herein described tract;
2. SOUTH 71 degrees 58 minutes 44 seconds WEST, 493.64 feet, along the north line of said called 8.0793 acre tract and the north line of a called 9.434 acre tract conveyed to Micah D. Tomlinson and spouse Diane Tomlinson, as recorded under Clerk's File No. 2006-009043 of the O.P.R.R.P.M.C., to a southerly corner of the herein described tract;
3. SOUTH 75 degrees 35 minutes 39 seconds WEST, 604.23 feet, along the north line of said called 9.434 acre tract and the north line of a called 15.1045 acre tract conveyed to Lester W. Gallatin and wife Cynthia Gallatin as recorded under Clerk's File No. 2003-152894 of the O.P.R.R.P.M.C., to a southerly corner of the herein described tract;
4. SOUTH 59 degrees 21 minutes 52 seconds WEST, 55.10 feet, to a north corner of a called 2.221 acre tract conveyed to 11845 Womack Cemetery Road Joint Venture as recorded under Clerk's File No. 2018057068 of the O.P.R.M.C., also being a southerly corner of the herein described tract;
5. SOUTH 35 degrees 03 minutes 48 seconds WEST, 625.59 feet, to a southwest corner of said called 2.221 acre tract, lying in the north line of said called 49.956 acre tract, also being a southerly corner of the herein described tract;
6. SOUTH 87 degrees 25 minutes 18 seconds WEST, 373.13 feet, to a non-tangent curve and southerly corner of the herein described tract, lying in a southerly line of the City of Montgomery Extraterritorial Jurisdiction;



THENCE NORTHWESTERLY along a curve to the right, through a central angle of 03 degrees 40 minutes 37 seconds, to a southerly line of said 388.5 acre tract, said curve having a radius of 2,640.00 feet, an arc length of 169.42 feet, and a long chord bearing and distance of NORTH 54 degrees 55 minutes 37 seconds WEST, 169.40 feet;

THENCE NORTH 00 degree 05 minutes 49 seconds EAST, 894.74 feet, with and adjoining said southerly line of the 388.5 acre tract, to a southerly corner of the herein described tract;

THENCE SOUTH 87 degrees 23 minutes 22 seconds WEST, 677.53 feet, with and adjoining said southerly line of the 388.5 acre tract, to a southerly corner of the herein described tract;

THENCE SOUTH 12 degrees 17 minutes 49 seconds WEST, 86.97 feet, with and adjoining said southerly line of the 388.5 acre tract, to a non-tangent curve and southerly corner of the herein described tract, lying in a westerly line of the City of Montgomery Extraterritorial Jurisdiction;

THENCE NORTHERLY along a curve to the right, with and adjoining a westerly line of the City of Montgomery Extraterritorial Jurisdiction, through a central angle of 18 degrees 03 minutes 22 seconds, to a non-tangent curve and southerly corner of the herein described tract, said curve having a radius of 2,640.00 feet, an arc length of 831.97 feet, and a long chord bearing and distance of NORTH 21 degrees 16 minutes 18 seconds WEST, 828.53 feet;

THENCE WESTERLY along a curve to the right, with and adjoining a westerly line of the City of Montgomery Extraterritorial Jurisdiction, through a central angle of 55 degrees 07 minutes 41 seconds, to the southwest corner of the herein described tract, lying in a westerly line of said 388.5 acre tract, said curve having a radius of 2,638.90 feet, an arc length of 2,539.06 feet, and a long chord bearing and distance of NORTH 82 degrees 17 minutes 39 seconds WEST, 2,442.25 feet;

THENCE NORTH 07 degrees 47 minutes 11 seconds WEST, 604.15 feet, with and adjoining said westerly line of the 388.5 acre tract, to a westerly corner of the herein described tract;

THENCE NORTH 86 degrees 39 minutes 25 seconds EAST, 1,710.81 feet, with and adjoining the southerly line of a 44.201 acre tract, conveyed to Promocon USA, LLC as recorded under Clerk's File No. 2019008141 of the O.P.R.M.C., to the southeast corner of said 44.201 acre tract;

THENCE NORTH 03 degrees 01 minute 49 seconds WEST, 1,436.78 feet, with and adjoining an east line of said 44.201 acre tract, to the northwest corner of the herein described tract, lying in the approximate centerline of Old Dobbin Road:

THENCE with and adjoining the approximate centerline of said Old Dobbin Road, the following three (3) courses and distances:

1. NORTH 63 degrees 02 minutes 56 seconds EAST, 319.69 feet, to a northerly corner of the herein described tract;
2. NORTH 65 degrees 05 minutes 57 seconds EAST, 303.42 feet, to a northerly corner of the herein described tract;
3. NORTH 62 degrees 20 minutes 23 seconds EAST, 242.77 feet, to the POINT OF BEGINNING, containing 279.30 acres (12,166,237 square feet) of land.

This document was prepared from record information only and was prepared under the authority of Stephen P. Matovich, RPLS 5347, on December 6, 2021. This document is not to be relied upon as a complete survey and has not been monumented.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



METES AND BOUNDS DESCRIPTION  
98.75 ACRES OUT OF THE  
ZACHARIAH LANDRUM SURVEY, A-22  
MONTGOMERY COUNTY, TEXAS

A tract of land containing 98.75 acres (4,301,583 square feet) out of the Zachariah Landrum Survey, Abstract No. 22, Montgomery County, Texas, being a portion of a 388.5 acre tract, conveyed to Redbird Development, LLC, as recorded under Clerk's File (C.F.) No. 2021049974 of the Official Public Records Montgomery County (O.P.R.M.C.), said 98.75 acres being more particularly described by metes and bounds as follows with all bearings be based on the Texas Coordinate System, Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a southwesterly corner of said 388.5 acre tract, also being the southeast corner of a 29.510 acre tract conveyed to Eco World Construction LLC by deed as recorded under Clerk's File No. 2017075464 of the O.P.R.M.C., lying in the northerly line of a called 251.96 acre tract conveyed of Steven L. Havens as recorded under Clerk's File No. 9403259 of the Official Public Records of Real Property, Montgomery County, Texas (O.P.R.R.P.M.C.);

THENCE NORTH 01 degree 03 minutes 09 seconds WEST, 936.63 feet, with and adjoining the east line of said 29.510 acre tract, to the northeast corner of said 29.510 acre tract, also being the southeast corner of a 18.285 acre tract conveyed to Cullan Morris Cotton and spouse Angela Carolyn Cotton, as recorded under Clerk's File No. 2013123600 of the O.P.R.M.C.;

THENCE NORTH 01 degree 18 minutes 35 seconds WEST, 538.33 feet, with and adjoining the east line of said 18.285 acre tract, to the northeast corner of said 12.285 acre tract;

THENCE with and adjoining the north line of said called 18.285 acre tract, the following two (2) courses and distances:

1. SOUTH 86 degrees 44 minutes 07 seconds WEST, 713.98 feet, to a northerly corner of said 18.285 acre tract;
2. SOUTH 84 degrees 52 minutes 41 seconds WEST, 788.26 feet, westerly corner of the herein described tract lying in the approximate centerline of Spring Branch Road;

THENCE NORTH 07 degrees 58 minutes 17 seconds WEST, 60.07 feet, with and adjoining said approximate centerline of Spring Branch Road, to a westerly corner of the herein described tract;

THENCE NORTH 84 degrees 52 minutes 41 seconds EAST, 792.22 feet, with and adjoining a westerly line of said 388.5 acre tract, at 53.58 feet passing the southwest corner of a called 5.74 acre tract conveyed to Ty Russell as recorded under Clerk's File No. 2002-029580 of the O.P.R.R.P.M.C., to the southeast corner of said 5.74 acre tract, also being the southwest corner of a called 14.929 acre tract conveyed to Carl M Wilson, Jr. as recorded under Clerk's File No. 2012019241 of the O.P.R.M.C.;

THENCE NORTH 86 degrees 44 minutes 07 seconds EAST, 717.13 feet, with and adjoining the south line of said 14.929 acre tract, to the southeast corner of said 14.929 acre tract and a westerly corner of the herein described tract;

THENCE NORTH 07 degrees 47 minutes 11 seconds WEST, 560.93 feet, with and adjoining a westerly line of said 388.5 acre tract, to a non-tangent curve and southerly line of the City of Montgomery Extraterritorial Jurisdiction and northwest corner of the herein described tract;

THENCE EASTERLY along a curve to the left, through a central angle of 55 degrees 07 minutes 41 seconds, with and adjoining said southerly line of City of Montgomery Extraterritorial Jurisdiction, to a non-tangent curve and northeast corner of the herein described tract, said curve having a radius of 2,638.90 feet, an arc length of 2,539.06 feet, and a long chord bearing and distance of SOUTH 82 degrees 17 minutes 39 seconds EAST, 2,442.25 feet;

THENCE SOUTHERLY along a curve to the left, through a central angle of 18 degrees 03 minutes 22 seconds, with and adjoining said southerly line of City of Montgomery Extraterritorial Jurisdiction, to an easterly corner of the herein described tract, lying in a southerly line of said 388.5 acre tract, said curve having a radius of 2,640.00 feet, an arc length of 831.97 feet, and a long chord bearing and distance of SOUTH 21 degrees 16 minutes 18 seconds EAST, 828.53 feet;

THENCE SOUTH 12 degrees 17 minutes 49 seconds WEST, 941.97 feet, with and adjoining said southerly line of the 388.5 acre tract, to a southerly corner of the herein described tract, lying in said northerly line of the 251.96 acre tract;

THENCE SOUTH 88 degrees 19 minutes 34 seconds WEST, 2,414.45 feet, with and adjoining said northerly line of the 251.96 acre tract, to the POINT OF BEGINNING, containing 98.75 acres (4,301,583 square feet) of land. This document was prepared from record information only and was prepared under the authority of Stephen P. Matovich, RPLS 5347, on December 6, 2021.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



METES AND BOUNDS DESCRIPTION  
0.1615 ACRE OUT OF THE  
ZACHARIAH LANDRUM SURVEY, A-22  
MONTGOMERY COUNTY, TEXAS

A tract of land containing 0.1615 acre (7,036 square feet) out of the Zachariah Landrum Survey, Abstract No. 22, Montgomery County, Texas, being a portion of a 388.5 acre tract, conveyed to Redbird Development, LLC, as recorded under Clerk's File (C.F.) No. 2021049974 of the Official Public Records Montgomery County (O.P.R.M.C.), said 0.1615 acre being more particularly described by metes and bounds as follows with all bearings be based on the Texas Coordinate System, Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a southerly corner of said 388.5 acre tract, lying in the southerly line of Womack Cemetery Road, lying in a northerly line of a 49.956 acre tract conveyed to Scott T. Kammerer and wife, Kimberly K. Kammerer, as recorded under Clerk's File No. 2006-111859 of the Official Public Records of Real Property, Montgomery County, Texas (O.P.R.R.P.M.C.), from which the northwest corner of said 49.956 acre tract bears SOUTH 87 degrees 25 minutes 18 seconds WEST, 743.11 feet;

THENCE NORTH 00 degree 05 minutes 49 seconds EAST, 103.59 feet, with and adjoining a southerly line of said 388.5 acre tract, to a southerly line of the City of Montgomery Extraterritorial Jurisdiction boundary;

THENCE SOUTHEASTERLY along a curve to the left, through a central angle of 03 degrees 40 minutes 37 seconds, with and adjoining a southerly boundary line of the City of Montgomery Extraterritorial Jurisdiction boundary, to the southeast corner of the herein described tract, lying in said southerly line of Womack Cemetery Road, said curve having a radius of 2,640.00 feet, an arc length of 169.42 feet, and a long chord bearing and distance of SOUTH 54 degrees 55 minutes 37 seconds EAST, 169.40 feet;

THENCE SOUTH 87 degrees 25 minutes 18 seconds WEST, 138.95 feet, with and adjoining said southerly line of Womack Cemetery Road, to the POINT OF BEGINNING, containing 0.1615 acre (7,036 square feet) of land. This document was prepared from record information only and does not reflect an on the ground survey and was prepared under the authority of Stephen P. Matovich, RPLS 5347, on December 6, 2021.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> May 10, 2022	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> Dave McCorquodale

**Subject**

Consideration and possible action regarding adoption of the following Ordinance: “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS CONSENTING TO A PETITION FOR THE CREATION OF MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 215 IN MONTGOMERY COUNTY, TEXAS AND ESTABLISHING CONDITIONS APPLICABLE TO THE CREATION OF THE DISTRICT”

**Recommendation**

Adopt the Ordinance as presented.

**Discussion**

As has been discussed, the developer intends to create a Municipal Utility District that will pay for public infrastructure and improvements for the Redbird Meadows development. This ordinance is the document that provides the City’s consent to the creation of the MUD that will serve as the developer’s public financing mechanism.

**Approved By**

Asst. City Administrator	Dave McCorquodale	Date: 05/06/2022
City Administrator	Richard Tramm	Date: 05/06/2022

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS  
CONSENTING TO A PETITION FOR THE CREATION OF MONTGOMERY COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 215 IN MONTGOMERY COUNTY, TEXAS AND  
ESTABLISHING CONDITIONS APPLICABLE TO THE CREATION OF THE DISTRICT.

\*\*\*

WHEREAS, on or about May 6, 2022, REDBIRD MEADOW DEVELOPMENT LLC, (the "Landowner") acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, as amended, (the "Enabling Legislation") did petition the City of Montgomery, Texas (the "City") in writing (the "Petition") for consent to the creation of a municipal utility district to be known as MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 215 (the "District") and the inclusion in the District of approximately 388.5055 acres of land, which land is more particularly described in Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4 attached to the Petition (the "District Tract"), which is attached hereto and incorporated herein by this reference; and

WHEREAS, 279.29 acres of the District lies wholly within the extraterritorial jurisdiction of the City, 98.9115 acres of the District lies outside of the corporate boundaries or the extraterritorial jurisdiction of the City, and 10.304 acres of the District lies wholly within the corporate boundaries of the City; and

WHEREAS, the Landowner has voluntarily petitioned the City to annex portions of the District Tract located outside the corporate boundaries of the City pursuant to Subchapter C-3, Chapter 43, Texas Local Government Code, and the City has initiated and intends to complete such annexation such that the entirety of the District Tract is located within the corporate boundaries of the City; and

WHEREAS, the City Council of the City has considered the Petition and is willing to consent to the creation of the District upon the terms and conditions hereinafter provided;

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

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

Section 2. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Texas Government Code, Chapter 551 and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.



Section 3. The City Council of the City of Montgomery, Texas, hereby consents to the creation of the District and the inclusion within the District of the territory described by metes and bounds in Exhibit A to the Petition attached hereto. Subject to the provisions of this Ordinance, the District may be organized for such purposes as are set forth in the Petition and for the accomplishment of such purposes shall have the powers permitted to districts organized under the terms and provisions of Article III, Section 52 and Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto. In addition, the District shall have and may exercise any other powers granted to the District under the terms of any enabling legislation authorizing the creation of the District.

Section 4. In addition to the rights and remedies provide by the laws of the state, in the event the District violates the terms and provisions of the City’s written consent, the City shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling, or requiring the District and its officials to observe and comply with the terms and conditions of this Ordinance.

Section 5. This Ordinance shall be effective immediately upon adoption.

PASSED AN APPROVED this the \_\_\_ day of 2022.

\_\_\_\_\_  
SARA COUNTRYMAN, Mayor

APPROVED:

ATTEST:

\_\_\_\_\_  
ALAN P. PETROV, Attorney

\_\_\_\_\_  
NICOLA BROWE, City Secretary

PETITION FOR CREATION OF  
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 215

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY:

REDBIRD MEADOW DEVELOPMENT, LLC, a Texas limited liability company, holding title to a majority in value of the land described in **Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4**, attached hereto and incorporated herein for all purposes, as indicated by the certificates of ownership provided by the Montgomery Central Appraisal District (herein the "Petitioners"), and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto, respectfully petitions the Commissioners of the Texas Commission on Environmental Quality (the "TCEQ") for the creation of a municipal utility district, and in support thereof would respectfully show the following:

I.

The name of the proposed District shall be MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 215 (herein the "District"). There is no other conservation and reclamation district in Montgomery County, Texas, with the same name.

II.

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

III.

The District shall have all the rights, powers, privileges, authority and functions conferred by and be subject to all duties imposed by the Texas Water Code and the general laws relating to municipal utility districts. The District shall contain an area of 388.5055 acres of land, more or less, situated in Montgomery County, Texas, described by metes and bounds in **Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4**, attached hereto and made a part hereof for all purposes (the "Land"). All of the land proposed to be included within the District is within the corporate boundaries of the City of Montgomery. All of the land proposed to be included may properly be included in the District.

## IV.

The Petitioner owns fee simple title to the Land. The Petitioner hereby represents that it owns a majority in value of the Land which is proposed to be included in the District, as indicated by the certificate of ownership provided by the Montgomery Central Appraisal District.

## V.

The Petitioner represents that there are no lienholders on the Land other than Conservative Investments, Inc. and that there are no residents on the Land.

## VI.

The general nature of the work proposed to be done by the District at the present time is the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of a waterworks and sanitary sewer system for residential and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other purchase, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such additional facilities, including roads, parks and recreation facilities, systems, plants, and enterprises as shall be consistent with all of the purposes for which the District is created (the "Project").

## VII.

There is, for the following reasons, a necessity for the above-described work. The area proposed to be within the District is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections of Montgomery County, Texas. There is not now available within the area, which will be developed for single family residential and commercial, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system, or roads, or parks and recreational facilities. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system, roads, or parks and recreational facilities. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system,

roads, and parks and recreational facilities to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VIII.

The Petitioner, by submission of this Petition, requests the City's consent to the creation of the District containing the Land.

IX.

A preliminary investigation has been made to determine the cost of the proposed District's waterworks system, sanitary sewer system, and drainage and storm sewer system projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$44,200,000.

X.

A preliminary investigation has been made to determine the cost of the proposed District's road projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$29,200,000.

XI.

A preliminary investigation has been made to determine the cost of the proposed District's park and recreational facilities, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$21,000,000.

XII.

The total cost of the proposed District's projects is estimated by the Petitioner to be approximately \$94,400,000.

WHEREFORE, the Petitioner prays that this petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the Land within the District.

**[EXECUTION PAGES FOLLOW]**

RESPECTFULLY SUBMITTED this 31<sup>st</sup> day of January, 2022.

REDBIRD MEADOW DEVELOPMENT, LLC  
a Texas limited liability company

By: [Signature]  
Name: Ronnie Matthews  
Title: Member/Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF Harris           §

31<sup>st</sup> This instrument was acknowledged before me, the undersigned authority, this January, 2022, by Ronnie Matthews, Member/Mgr of REDBIRD MEADOW DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said limited liability company.

[Signature: Marlene L Brown]  
Notary Public, State of Texas



## EXHIBIT A-1

METES AND BOUNDS DESCRIPTION  
279.29 ACRES OUT OF THE  
ZACHARIAH LANDRUM SURVEY, A-22  
MONTGOMERY COUNTY, TEXAS

A tract of land containing 279.29 acres (12,166,237 square feet) out of the Zachariah Landrum Survey, Abstract No. 22, Montgomery County, Texas, being a portion of a 388.5 acre tract, conveyed to Redbird Development, LLC, as recorded under Clerk's File (C.F.) No. 2021049974 of the Official Public Records Montgomery County (O.P.R.M.C.), said 279.29 acres being more particularly described by metes and bounds as follows with all bearings be based on the Texas Coordinate System, Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a north corner of the herein described tract, being the intersection of the approximate centerline of said Old Dobbin Road and the approximate centerline of Old Plantersville Road;

THENCE with and adjoining said approximate centerline of Old Plantersville Road, the following five (5) courses and distances:

1. SOUTH 50 degrees 02 minutes 03 seconds EAST, 484.20 feet, to a northerly corner of the herein described tract;
2. SOUTH 49 degrees 34 minutes 13 seconds EAST, 603.77 feet, to a northerly corner of the herein described tract;
3. SOUTH 49 degrees 43 minutes 52 seconds EAST, 594.81 feet, to a northerly corner of the herein described tract;
4. SOUTH 49 degrees 49 minutes 14 seconds EAST, 503.40 feet, to a northerly corner of the herein described tract;
5. EASTERLY along a curve to the left, through a central angle of 40 degrees 04 minutes 17 seconds, to a northerly corner of the herein described tract, lying in a westerly line of the City of Montgomery City Limit, said curve having a radius of 1,540.00 feet an arc length of 1,077.04 feet, and a long chord bearing and distance of SOUTH 69 degrees 51 minutes 23 seconds EAST, 1,055.23 feet;

THENCE SOUTH 01 degree 33 minutes 44 seconds EAST, 511.01 feet, with and adjoining said westerly line of the City of Montgomery City Limit, to a northerly corner of the herein described tract;

## EXHIBIT A-1

THENCE NORTH 88 degrees 26 minutes 15 seconds EAST, 797.59 feet, with and adjoining a southerly line of the City of Montgomery City Limit, to the northeast corner of the herein described tract;

THENCE SOUTH 03 degrees 00 minute 07 seconds EAST, 1,215.74 feet, with and adjoining the east right-of-way line of Womack Cemetery Road, to the northeast corner of a called 18.43 acre tract conveyed to Van Stovall and Jeanne Stovall as recorded under Clerk's File No. 99050272 of the Official Public Records of Real Property, Montgomery County, Texas (O.P.R.R.P.M.C.), lying at the intersection to the east right-of-way line and the south right-of-way line of Womack Cemetery Road, lying in the west line of a called 10.758 acre tract conveyed to Ford Hal Bazar as recorded under Clerk's File No. 2001-040245 of the O.P.R.R.P.M.C., for the southeast corner of the herein described tract;

THENCE with and adjoining the south right-of-way of Womack Cemetery Road, the following six (6) courses and distances:

1. SOUTH 71 degrees 44 minutes 11 seconds WEST, 497.65 feet, to the northwest corner of said called 18.43 acre tract, also being the northeast corner of a called 8.0793 acre tract conveyed to Samuel Scheler and wife Tanya Scheler as recorded under Clerk's File No. 2013100439 of the O.P.R.M.C., for a southerly corner of the herein described tract;
2. SOUTH 71 degrees 58 minutes 44 seconds WEST, 493.64 feet, along the north line of said called 8.0793 acre tract and the north line of a called 9.434 acre tract conveyed to Micah D. Tomlinson and spouse Diane Tomlinson, as recorded under Clerk's File No. 2006-009043 of the O.P.R.R.P.M.C., to a southerly corner of the herein described tract;
3. SOUTH 75 degrees 35 minutes 39 seconds WEST, 604.23 feet, along the north line of said called 9.434 acre tract and the north line of a called 15.1045 acre tract conveyed to Lester W. Gallatin and wife Cynthia Gallatin as recorded under Clerk's File No. 2003-152894 of the O.P.R.R.P.M.C., to a southerly corner of the herein described tract;
4. SOUTH 59 degrees 21 minutes 52 seconds WEST, 55.10 feet, to a north corner of a called 2.221 acre tract conveyed to 11845 Womack Cemetery Road Joint Venture as recorded under Clerk's File No. 2018057068 of the O.P.R.M.C., also being a southerly corner of the herein described tract;
5. SOUTH 35 degrees 03 minutes 48 seconds WEST, 625.59 feet, to a southwest corner of said called 2.221 acre tract, lying in the north line of said called 49.956 acre tract, also being a southerly corner of the herein described tract;
6. SOUTH 87 degrees 25 minutes 18 seconds WEST, 373.13 feet, to a non-tangent curve and southerly corner of the herein described tract, lying in a southerly line of the City of Montgomery Extraterritorial Jurisdiction;

## EXHIBIT A-1

THENCE NORTHWESTERLY along a curve to the right, through a central angle of 03 degrees 40 minutes 37 seconds, to a southerly line of said 388.5 acre tract, said curve having a radius of 2,640.00 feet, an arc length of 169.42 feet, and a long chord bearing and distance of NORTH 54 degrees 55 minutes 37 seconds WEST, 169.40 feet;

THENCE NORTH 00 degree 05 minutes 49 seconds EAST, 894.74 feet, with and adjoining said southerly line of the 388.5 acre tract, to a southerly corner of the herein described tract;

THENCE SOUTH 87 degrees 23 minutes 22 seconds WEST, 677.53 feet, with and adjoining said southerly line of the 388.5 acre tract, to a southerly corner of the herein described tract;

THENCE SOUTH 12 degrees 17 minutes 49 seconds WEST, 86.97 feet, with and adjoining said southerly line of the 388.5 acre tract, to a non-tangent curve and southerly corner of the herein described tract, lying in a westerly line of the City of Montgomery Extraterritorial Jurisdiction;

THENCE NORTHERLY along a curve to the right, with and adjoining a westerly line of the City of Montgomery Extraterritorial Jurisdiction, through a central angle of 18 degrees 03 minutes 22 seconds, to a non-tangent curve and southerly corner of the herein described tract, said curve having a radius of 2,640.00 feet, an arc length of 831.97 feet, and a long chord bearing and distance of NORTH 21 degrees 16 minutes 18 seconds WEST, 828.53 feet;

THENCE WESTERLY along a curve to the right, with and adjoining a westerly line of the City of Montgomery Extraterritorial Jurisdiction, through a central angle of 55 degrees 07 minutes 41 seconds, to the southwest corner of the herein described tract, lying in a westerly line of said 388.5 acre tract, said curve having a radius of 2,638.90 feet, an arc length of 2,539.06 feet, and a long chord bearing and distance of NORTH 82 degrees 17 minutes 39 seconds WEST, 2,442.25 feet;

THENCE NORTH 07 degrees 47 minutes 11 seconds WEST, 604.15 feet, with and adjoining said westerly line of the 388.5 acre tract, to a westerly corner of the herein described tract;

THENCE NORTH 86 degrees 39 minutes 25 seconds EAST, 1,710.81 feet, with and adjoining the southerly line of a 44.201 acre tract, conveyed to Promocon USA, LLC as recorded under Clerk's File No. 2019008141 of the O.P.R.M.C., to the southeast corner of said 44.201 acre tract;

THENCE NORTH 03 degrees 01 minute 49 seconds WEST, 1,436.78 feet, with and adjoining an east line of said 44.201 acre tract, to the northwest corner of the herein described tract, lying in the approximate centerline of Old Dobbin Road:



## EXHIBIT A-1

THENCE with and adjoining the approximate centerline of said Old Dobbin Road, the following three (3) courses and distances:

1. NORTH 63 degrees 02 minutes 56 seconds EAST, 319.69 feet, to a northerly corner of the herein described tract;
2. NORTH 65 degrees 05 minutes 57 seconds EAST, 303.42 feet, to a northerly corner of the herein described tract;
3. NORTH 62 degrees 20 minutes 23 seconds EAST, 242.77 feet, to the POINT OF BEGINNING, containing 279.30 acres (12.166,237 square feet) of land.

This document was prepared from record information only and was prepared under the authority of Stephen P. Matovich, RPLS 5347, on December 6, 2021. This document is not to be relied upon as a complete survey and has not been monumented.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



## EXHIBIT A-2

METES AND BOUNDS DESCRIPTION  
98.75 ACRES OUT OF THE  
ZACHARIAH LANDRUM SURVEY, A-22  
MONTGOMERY COUNTY, TEXAS

A tract of land containing 98.75 acres (4,301,583 square feet) out of the Zachariah Landrum Survey, Abstract No. 22, Montgomery County, Texas, being a portion of a 388.5 acre tract, conveyed to Redbird Development, LLC, as recorded under Clerk's File (C.F.) No. 2021049974 of the Official Public Records Montgomery County (O.P.R.M.C.), said 98.75 acres being more particularly described by metes and bounds as follows with all bearings be based on the Texas Coordinate System, Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a southwesterly corner of said 388.5 acre tract, also being the southeast corner of a 29.510 acre tract conveyed to Eco World Construction LLC by deed as recorded under Clerk's File No. 2017075464 of the O.P.R.M.C., lying in the northerly line of a called 251.96 acre tract conveyed of Steven L. Havens as recorded under Clerk's File No. 9403259 of the Official Public Records of Real Property, Montgomery County, Texas (O.P.R.R.P.M.C.);

THENCE NORTH 01 degree 03 minutes 09 seconds WEST, 936.63 feet, with and adjoining the east line of said 29.510 acre tract, to the northeast corner of said 29.510 acre tract, also being the southeast corner of a 18.285 acre tract conveyed to Cullan Morris Cotton and spouse Angela Carolyn Cotton, as recorded under Clerk's File No. 2013123600 of the O.P.R.M.C.;

THENCE NORTH 01 degree 18 minutes 35 seconds WEST, 538.33 feet, with and adjoining the east line of said 18.285 acre tract, to the northeast corner of said 12.285 acre tract;

THENCE with and adjoining the north line of said called 18.285 acre tract, the following two (2) courses and distances:

1. SOUTH 86 degrees 44 minutes 07 seconds WEST, 713.98 feet, to a northerly corner of said 18.285 acre tract;
2. SOUTH 84 degrees 52 minutes 41 seconds WEST, 788.26 feet, westerly corner of the herein described tract lying in the approximate centerline of Spring Branch Road;

## EXHIBIT A-2

THENCE NORTH 07 degrees 58 minutes 17 seconds WEST, 60.07 feet, with and adjoining said approximate centerline of Spring Branch Road, to a westerly corner of the herein described tract;

THENCE NORTH 84 degrees 52 minutes 41 seconds EAST, 792.22 feet, with and adjoining a westerly line of said 388.5 acre tract, at 53.58 feet passing the southwest corner of a called 5.74 acre tract conveyed to Ty Russell as recorded under Clerk's File No. 2002-029580 of the O.P.R.R.P.M.C., to the southeast corner of said 5.74 acre tract, also being the southwest corner of a called 14.929 acre tract conveyed to Carl M Wilson, Jr. as recorded under Clerk's File No. 2012019241 of the O.P.R.M.C.;

THENCE NORTH 86 degrees 44 minutes 07 seconds EAST, 717.13 feet, with and adjoining the south line of said 14.929 acre tract, to the southeast corner of said 14.929 acre tract and a westerly corner of the herein described tract;

THENCE NORTH 07 degrees 47 minutes 11 seconds WEST, 560.93 feet, with and adjoining a westerly line of said 388.5 acre tract, to a non-tangent curve and southerly line of the City of Montgomery Extraterritorial Jurisdiction and northwest corner of the herein described tract;

THENCE EASTERLY along a curve to the left, through a central angle of 55 degrees 07 minutes 41 seconds, with and adjoining said southerly line of City of Montgomery Extraterritorial Jurisdiction, to a non-tangent curve and northeast corner of the herein described tract, said curve having a radius of 2,638.90 feet, an arc length of 2,539.06 feet, and a long chord bearing and distance of SOUTH 82 degrees 17 minutes 39 seconds EAST, 2,442.25 feet;

THENCE SOUTHERLY along a curve to the left, through a central angle of 18 degrees 03 minutes 22 seconds, with and adjoining said southerly line of City of Montgomery Extraterritorial Jurisdiction, to an easterly corner of the herein described tract, lying in a southerly line of said 388.5 acre tract, said curve having a radius of 2,640.00 feet, an arc length of 831.97 feet, and a long chord bearing and distance of SOUTH 21 degrees 16 minutes 18 seconds EAST, 828.53 feet;

THENCE SOUTH 12 degrees 17 minutes 49 seconds WEST, 941.97 feet, with and adjoining said southerly line of the 388.5 acre tract, to a southerly corner of the herein described tract, lying in said northerly line of the 251.96 acre tract;

EXHIBIT A-2

THENCE SOUTH 88 degrees 19 minutes 34 seconds WEST, 2,414.45 feet, with and adjoining said northerly line of the 251.96 acre tract, to the POINT OF BEGINNING, containing 98.75 acres (4,301,583 square feet) of land. This document was prepared from record information only and was prepared under the authority of Stephen P. Matovich, RPLS 5347, on December 6, 2021.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



EXHIBIT A-3

METES AND BOUNDS DESCRIPTION  
0.1615 ACRE OUT OF THE  
ZACHARIAH LANDRUM SURVEY, A-22  
MONTGOMERY COUNTY, TEXAS

A tract of land containing 0.1615 acre (7,036 square feet) out of the Zachariah Landrum Survey, Abstract No. 22, Montgomery County, Texas, being a portion of a 388.5 acre tract, conveyed to Redbird Development, LLC, as recorded under Clerk's File (C.F.) No. 2021049974 of the Official Public Records Montgomery County (O.P.R.M.C.), said 0.1615 acre being more particularly described by metes and bounds as follows with all bearings be based on the Texas Coordinate System, Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a southerly corner of said 388.5 acre tract, lying in the southerly line of Womack Cemetery Road, lying in a northerly line of a 49.956 acre tract conveyed to Scott T. Kammerer and wife, Kimberly K. Kammerer, as recorded under Clerk's File No. 2006-111859 of the Official Public Records of Real Property, Montgomery County, Texas (O.P.R.R.P.M.C.), from which the northwest corner of said 49.956 acre tract bears SOUTH 87 degrees 25 minutes 18 seconds WEST, 743.11 feet;

THENCE NORTH 00 degree 05 minutes 49 seconds EAST, 103.59 feet, with and adjoining a southerly line of said 388.5 acre tract, to a southerly line of the City of Montgomery Extraterritorial Jurisdiction boundary;

THENCE SOUTHEASTERLY along a curve to the left, through a central angle of 03 degrees 40 minutes 37 seconds, with and adjoining a southerly boundary line of the City of Montgomery Extraterritorial Jurisdiction boundary, to the southeast corner of the herein described tract, lying in said southerly line of Womack Cemetery Road, said curve having a radius of 2,640.00 feet, an arc length of 169.42 feet, and a long chord bearing and distance of SOUTH 54 degrees 55 minutes 37 seconds EAST, 169.40 feet;

THENCE SOUTH 87 degrees 25 minutes 18 seconds WEST, 138.95 feet, with and adjoining said southerly line of Womack Cemetery Road, to the POINT OF BEGINNING, containing 0.1615 acre (7,036 square feet) of land. This document was prepared from record information only and does not reflect an on the ground survey and was prepared under the authority of Stephen P. Matovich, RPLS 5347, on December 6, 2021.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



## EXHIBIT A-4

METES AND BOUNDS DESCRIPTION  
10.304 ACRES OUT OF THE  
ZACHARIAH LANDRUM SURVEY, A-22  
MONTGOMERY COUNTY, TEXAS

A tract of land containing 10.304 acres (488,834 square feet) out of the Zachariah Landrum Survey, Abstract No. 22, Montgomery County, Texas, being a portion of a 388.5 acre tract, conveyed to Redbird Development, LLC, as recorded under Clerk's File No. 2021049974 of the Official Public Records Montgomery County (OP.R.M.C.), said 10.308 acres being more particularly described by metes and bounds as follows with all bearings be based on the Texas Coordinate System, Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at the northeast corner of the herein described tract, also being the northeast corner of said 388.50 acre tract, at the intersection of the approximate centerline of Old Plantersville Road and the east right-of-way line of Womack Cemetery Road;

THENCE SOUTH 03 degrees 00 minute 07 seconds EAST, 697.38 feet, with and adjoining the east right-of-way line of Womack Cemetery Road, to the intersection with the southerly city limit line of the City of Montgomery;

THENCE SOUTH 88 degrees 26 minutes 15 seconds WEST, 797.59 feet, with and adjoining the southerly city limit line of the City of Montgomery to a southwest corner of the herein described tract, also being the southeast corner of the City of Montgomery city limits;

THENCE NORTH 01 degree 33 minutes 44 seconds WEST, 511.01 feet, with and adjoining the City of Montgomery city limit line, to a non-tangent curve and the approximate centerline of Old Plantersville Road, also being a northerly line of said 388.5 acre tract, for the northwest corner of the herein described tract;

THENCE EASTERLY along a curve to the left, with and adjoining the approximate centerline of Old Plantersville Road, also being said northerly line of said 388.5 acre tract, through a central angle of 30 degrees 11 minutes 07 seconds, to the POINT OF BEGINNING, containing 10.304 acres (448,834 square feet) of land, said curve having a radius of 1,540.00 feet an arc length of 811.32 feet, and a long chord bearing and distance of NORTH 75 degrees 00 minute 55 seconds EAST, 801.97 feet. This document was prepared from record information only and does not reflect an on the ground survey and was prepared under the authority of Stephen P. Matovich, RPLS 5347, on December 8, 2021.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Project: LJAS001-2980-2102.300



Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> May 10, 2022	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Admin	<b>Prepared By:</b> Dave McCorquodale

**Subject**

Consideration and possible action authorizing the City Engineer to proceed with design of the Old Plantersville Road 12” Waterline Loop and Old Plantersville Road Sanitary Sewer Force Main project pursuant to the Development Agreement between the City and Redbird Meadow Development, LLC.

**Recommendation**

Authorize the engineer to begin the design work for the water and sewer line projects as presented.

**Discussion**

The City has anticipated the need to expand water and sewer service in the southwest portion of the City and understood this would be a development-driven action. The Redbird Meadows project is the catalyst for this work to begin. The cost of these projects will be paid for by the developer, who will deposit funds with the City to cover the project costs.

The attached city engineer’s memos outline the scope and cost of the design work. The city engineer has also provided preliminary construction cost estimates. Of note, while the projects and cost estimates consider each project independently, the goal is to bid the projects together to allow for cost savings to the extent possible.

<b>Approved By</b>		
Asst. City Administrator	Dave McCorquodale	Date: 05/06/2022
City Administrator	Richard Tramm	Date: 05/06/2022



# Old Plantersville Road 12” Waterline Loop

## City of Montgomery

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”).

WGA understands the City plans to extend the waterline west on Old Plantersville Road to Old Dobbin Plantersville Road, then north along Old Dobbin Plantersville Road to SH-105. The waterline extension totals approximately 6,300 LF.

### SCOPE OF WORK

- *Preliminary & Design Phase Services*
  - *WGA will create preliminary site layout and coordinate with the City for approval. This phase will include internal/ external project kickoff meetings and the establishment of the design and schedule.*
  - *WGA will develop drawings and specifications for the successful construction of the waterline extension along Old Plantersville Road and Old Dobbin Plantersville Road.*
  - *Design changes initiated by the Client after the design is complete may result in a request for additional authorization.*
  
- *Construction Administration*
  - *Coordinate advertising for bids, hold a pre-bid conference, answer questions from bidders, hold bid opening, prepare bid tabulation, and prepare recommendation of award.*
  - *Prepare construction contracts and coordinate execution of the same.*
  - *Issue notice to proceed and hold pre-construction meeting.*
  - *Review of construction submittals and RFIs.*
  - *Preparation of pay estimates, change orders, and other associated construction documents.*
  - *General oversight and coordination of construction contract.*
  
- *Field Project Representation*
  - *Onsite inspection by a Field Project Representative for approximately 10 hours per week (including travel time) for the duration of the projected contract period of performance (120 days). Additional time onsite may be required for crossing TxDOT right-of-way and BNSF Railway right-of-way.*
  - *Onsite inspection by the project team throughout the duration of the project to attend periodic site visits, final walkthrough inspections, etc.*





- *Additional Services and Reimbursable Expenses*
  - *Includes surveying, construction staking, geotechnical investigation, construction materials testing, advertising expenses, and other reimbursable expenses.*
  - *Coordination and fees associated with crossing of BNSF Railroad.*
  - *Survey cost may be paid directly by developer and completed with the overall site survey. If this is the case, the survey will not be billed to the job.*
  - *Construction services over 20% of original contract period of performance.*

## ENGINEERING COST

The cost to perform the scope of services described above is as follows:

Preliminary & Design Phase -	\$60,000	(Lump Sum)
Construction Administration -	\$20,000	(Lump Sum)
Field Project Representation -	\$25,000	(Time and Materials)
Additional Services & Reimbursable Expenses -	\$70,000	(Time and Materials)

**WGA requests City Council's authorization to proceed with the preparation of the design plans for the Old Plantersville Road Waterline Loop on a lump sum and time and materials, as described above.**

## SCHEDULE

Authorization to Proceed	1	calendar days*
Survey	45	calendar days
Design	75	calendar days
Approval	60	calendar days
Bidding	30	calendar days
Contracts	30	calendar days
Construction	120	calendar days
<b>TOTAL DURATION</b>	<b>361</b>	<b>calendar days</b>

\* If approved, the effective start date is the following business day from the date of acceptance.

Note: Schedule is subject to change as a result of delays caused by TxDOT and BNSF Railway.



**Preliminary Cost Estimate  
Old Plantersville 12" Waterline Loop  
City of Montgomery  
Red Bird Meadows Development**

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ITEM TOTAL</u>
<b>UNIT A: SITE PREPARATION</b>				
1				
1	Move-in and start up including all permits, performance and payment bonds.	1	LS \$ 20,000	\$ 20,000
<b>SUBTOTAL, UNIT A</b>				<b>\$20,000</b>
<b>UNIT B: WATER DISTRIBUTION SYSTEM</b>				
1	12 - inch (12") PVC Waterline (Open Cut)	5750	LF \$ 65	\$ 373,750
2	12 - inch (12") PVC Waterline (Trenchless)	150	LF 125	18,750
3	12 - inch (12") PVC Waterline (Trenchless with 20" Steel Casing)	375	LF 300	112,500
4	12 - inch (12") Gate Valve	10	EA 3,000	30,000
5	Fire Hydrant	14	EA 6,000	84,000
6	2" Blow Off Valve and Box	1	EA 2,000	2,000
7	12" Plug and Clamp	1	LS 2,000	2,000
8	12" Wet Connection	2	LS 4,000	8,000
9	Trench Safety System	5750	LF 1	5,750
10	Site Restoration	1	LS 25,000	25,000
11	Traffic Control	1	LS 25,000	25,000
12	Stormwater Pollution Protection	1	LS \$ 15,000	\$ 15,000
<b>SUBTOTAL, UNIT B</b>				<b>\$ 702,000</b>
<b>Subtotal</b>				<b>\$ 722,000</b>
<b>Contingency (10%)</b>				<b>\$ 72,200</b>
<b>Preliminary &amp; Design Phase Services</b>				<b>\$ 60,000</b>
<b>Construction Administration</b>				<b>\$ 20,000</b>
<b>Field Project Representation <sup>(3)</sup></b>				<b>\$ 25,000</b>
<b>Additional Services &amp; Reimbursable Expenses</b>				<b>\$ 70,000</b>
<b>Easement Acquisition</b>				<b>\$ 10,000</b>
<b>TOTAL COST</b>				<b>\$ 979,200</b>

**Notes:**

(1) All values rounded up to the nearest thousand.

(2) This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

(3) This includes topographic survey, construction staking, geotechnical investigation, construction materials testing, review fees, reproduction, advertising expenses, coordination and fees associated with BNSF railroad crossing and other miscellaneous reimbursable costs.



## Old Plantersville Road Force Main City of Montgomery

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").

WGA understands the City plans to extend a force main on Old Plantersville Road from the proposed Redbird Meadows development to near the Rankin Road and Old Plantersville Road intersection. The force main totals approximately 4,900 LF.

### SCOPE OF WORK

- *Preliminary & Design Phase Services*
  - *WGA will create preliminary site layout and coordinate with the City for approval. This phase will include internal/ external project kickoff meetings and the establishment of the design and schedule.*
  - *WGA will develop drawings and specifications for the successful construction of the force main extension along Old Plantersville Road.*
  - *Design changes initiated by the Client after the design is complete may result in a request for additional authorization.*
  
- *Construction Administration*
  - *Coordinate advertising for bids, hold a pre-bid conference, answer questions from bidders, hold bid opening, prepare bid tabulation, and prepare recommendation of award.*
  - *Prepare construction contracts and coordinate execution of the same.*
  - *Issue notice to proceed and hold pre-construction meeting.*
  - *Review of construction submittals and RFIs.*
  - *Preparation of pay estimates, change orders, and other associated construction documents.*
  - *General oversight and coordination of construction contract.*
  
- *Field Project Representation*
  - *Onsite inspection by a Field Project Representative for approximately 10 hours per week (including travel time) for the duration of the projected contract period of performance (120 days). Additional time onsite may be required for crossing BNSF Railway right-of-way.*
  - *Onsite inspection by the project team throughout the duration of the project to attend periodic site visits, final walkthrough inspections, etc.*



- *Additional Services and Reimbursable Expenses*
  - *Includes surveying, construction staking, geotechnical investigation, construction materials testing, advertising expenses, and other reimbursable expenses.*
  - *Coordination and fees associated with crossing the BNSF Railroad.*
  - *Survey cost may be paid directly by developer and completed with the overall site survey. If this is the case, the survey will not be billed to the job.*
  - *Construction Administration extending beyond 20% of the contract period of performance.*

### ENGINEERING COST

The cost to perform the scope of services described above is as follows:

Preliminary and Design Phase -	\$50,000	(Lump Sum)
Construction Administration -	\$20,000	(Lump Sum)
Field Project Representation -	\$20,000	(Time and Materials)
Additional Services and Reimbursable Expenses -	\$70,000	(Time and Materials)

**WGA requests City Council's authorization to proceed with the preparation of the design plans for the Old Plantersville Road Force Main on a lump sum and time and materials basis as described above.**

### SCHEDULE

Authorization to Proceed	1	calendar days*
Survey	45	calendar days
Design	75	calendar days
Approval	60	calendar days
Bidding	30	calendar days
Contracts	30	calendar days
Construction	120	calendar days
<b>TOTAL DURATION</b>	<b>361</b>	<b>calendar days</b>

\* If approved, the effective start date is the following business day from the date of acceptance.

Note: Schedule is subject to change as a result of delays caused by BNSF Railway.



**Preliminary Cost Estimate**  
**Old Plantersville Road Off-Site Force Main**  
**City of Montgomery**  
**Red Bird Meadows Development**

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ITEM TOTAL</u>
<b><u>UNIT A: SITE PREPARATION</u></b>				
1				
Move-in and start up including all permits, performance and payment. (includes clearing & grubbing)	1	LS	\$10,000	\$10,000
<b>SUBTOTAL, UNIT A</b>				<b>\$10,000</b>
<b><u>UNIT B: SANITARY COLLECTION SYSTEM</u></b>				
1	3895	LF	\$ 40	\$ 155,800
2	805	LF	95	77,000
3	200	LF	225	45,000
4	1	EA	12,000	12,000
5	1	EA	15,000	15,000
6	1	EA	1,500	1,500
7	1	LS	10,000	10,000
8	1	LS	25,000	25,000
9	1	LS	15,000	15,000
10	3895	LF	\$ 1	\$ 4,000
<b>SUBTOTAL, UNIT B</b>				<b>\$342,000</b>
<b>Subtotal</b>				<b>\$ 352,000</b>
<b>Contingency (10%)</b>				<b>\$ 35,000</b>
<b>Preliminary and Design Phase</b>				<b>\$ 50,000</b>
<b>Construction Administration</b>				<b>\$ 20,000</b>
<b>Field Project Representation</b>				<b>\$ 20,000</b>
<b>Additional Services &amp; Reimbursable Expenses <sup>(3)</sup></b>				<b>\$ 70,000</b>
<b>Easement Acquisition</b>				<b>\$ 15,000</b>
<b>TOTAL COST</b>				<b>\$ 562,000</b>

**Notes:**

(1) All values rounded up to the nearest thousand.

(2) This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.

(3) This includes topographic survey, construction staking, geotechnical investigation, construction materials testing, review fees, reproduction, advertising expenses, coordination and fees associated with BNSF railroad crossing, and other miscellaneous reimbursable costs.

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date: May 10, 2022</b>	<b>Budgeted Amount: \$211,270</b>
<b>Department: Public Works</b>	<b>Prepared By: Mike Muckleroy/Richard Tramm</b>

**Subject**

Consideration and possible action on authorizing the City Administrator to execute an interlocal agreement with Montgomery County to share in the cost of emergency repairs to the bridge on Lone Star Parkway immediately east of Plez Morgan Dr.

**Recommendation**

Authorize the City Administrator to execute the contract when it is presented and been reviewed by the City Attorney.

**Discussion**

The Public Works Director had a phone conversation with Precinct 1 County Commissioner Robert Walker about the erosion happening under the slope paving of the bridge in question. Commissioner Walker sent a representative from his office as well as Mr. Randy Roan from Roan Construction to evaluate the situation. We were told that Mr. Roan and the County Engineer would develop a plan of action and would update us. Commissioner Walker informed the Public Works Director that the initial estimate for repairs was somewhere between \$150,000 and \$200,000 and his office was willing to cover half the cost but wanted the City of Montgomery to cover the other half. The Public Works Director made the recommendation to the City Administrator to participate in this cost-sharing on an emergency basis, given the potential seriousness of the situation. The City Administrator agreed with the caveat that the City was not acknowledging any kind of ownership in this road and that was a separate issue that would be handled with the City Attorney’s involvement.

The City Administrator and Public Works Director are asking the City Council to authorize this work to come from budgeted funds for road projects in the current budget.

Attached is the draft of the interlocal agreement the city attorney received from the county attorney on the afternoon of May 5, 2022. City staff, along with the city attorney and engineer, are currently reviewing the agreement. Several corrections, clarifications, and proposed changes have already been identified.

**Approved By**

Public Works Director	Mike Muckleroy	Date: 05/06/2022
City Administrator	Richard Tramm	Date: 05/06/2022

**INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF  
MONTGOMERY, TEXAS AND MONTGOMERY COUNTY, TEXAS**  
(Lone Star Parkway at Town Creek Bridge)

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between **City of Montgomery, Texas**, a body corporate and politic under the laws of the State of Texas, hereinafter called "City" and **Montgomery County**, a body corporate and politic under the laws of the State of Texas, hereinafter called “County” in accordance with the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791.001 *et seq.* City and County may also be referred to individually herein as a "Party", or collectively as the "Parties".

**RECITALS:**

WHEREAS, it is of the mutual benefit of the Parties to improve mobility within the City in the unincorporated areas of the County outside of the City. Therefore, the Parties desire to share the responsibilities and costs to make emergency repairs to the bridge on Lone Star Parkway at Town Creek (east of Plez Morgan Dr.), which bridge is currently within the municipal limits of the City but which has not been accepted into the City maintenance program (“Project”).

WHEREAS, the Project is located in within the municipal limits of the City, Harris County and partially located in Montgomery County, and the Parties have agreed to share equally in all costs for design and construction of the Project.

NOW THEREFORE, the Parties desire to proceed with the design and construction of the Project in accordance with this Agreement.

I. Responsibilities of the Parties

- A. County Responsibilities. Upon execution of this Agreement by the Parties, County shall:
- i) Provide engineering and related support services necessary to prepare plans, specifications, and estimates (“PS&E”) for construction of the Project;
  - ii) Submit such PS&E to City for review and approval;
  - iii) Identify any utility and/or pipelines in conflict with construction of the Project;
  - iv) Coordinate and relocate any utilities and/or pipelines found to be in conflict with the construction of the Project;
  - v) Obtain all necessary approvals and/or permits from any jurisdictional agencies;
  - vi) Advertise for and receive bids for the construction of the Project in accordance with the PS&E in the manner similar to that of other like County projects.
  - vii) Upon receipt and tabulation of bids for the Project, County will determine the lowest responsible bidder for the construction of the Project. It is expressly agreed and understood that County reserves the right to reject all bids. If County, in its discretion, rejects all bids, then County may within thirty (30) days from the date of rejection of all bids either (a) re-advertise for bids pursuant to the same understanding with regard to rejection of bids, or (b) terminate this Agreement and return all funds, if any, received from City.

- ix) Upon approval of the PS&E by City, and receipt of funds from City pursuant to Section II below, County shall award the contract for construction of the Project to the lowest and best bidder in accordance with the usual and customary procedures of County. County's determination of the lowest and best bid for the Project shall be final and conclusive.
- x) Provide the County funding share being fifty percent (50%) of the total design and construction costs for the Project ("County Share"), subject to the provisions set forth in Section III below.
- xi) Provide and manage the day-to-day construction of the Project, including construction materials testing ("CMT"). During the construction of the Project, City shall have the right of access to the construction site and shall have the right to review all documents, maps, plats, records, photographs, reports or drawings affecting said construction, provided, however, City shall not interfere with the work in progress;
- xii) Upon substantial completion of the construction of the Project, and again at 100% completion, provide an opportunity for City representatives to participate in a walk through to develop a punch list; and
- xiii) Upon final acceptance of the Project by the Parties, provide a set of record drawings, which have been signed and sealed by the Project Engineer to City;

B. City Responsibilities. Upon execution of this Agreement by the Parties, City shall:

- i) Review the PS&E prepared by County for the Project and provide objections or approval to County within ten (10) days of receipt by City. City agrees that approval will not be unreasonably withheld, and County may proceed as if approved in the event City has not provided any objections or approval within the ten (10) days aforementioned; and
- ii) Provide the City funding share being fifty percent (50%) of the total design and construction costs for the Project ("City's Share"), subject to the provisions set forth in Section III below, in accordance with Section II below.

## II. Terms of Payment

Upon the acceptance of the bid or award by County, County will invoice City for the City's Share, and City shall remit payment of the City's Share to County on or before forty-five (45) days of City's receipt of such invoice. Within 30 days of the completion of the Project, County shall submit to the City for approval a final accounting of the project costs including the final City's Share and City shall remit payment of the City's Share to County on or before forty-five (45) days of City's receipt of such final accounting and invoice. The final City's Share for the Project shall be based on all project costs incurred to date for the Project

## III. Limitations of Appropriation

County and City acknowledge and agree that before County and City may pledge any amount of funds for any reason, funds must be appropriated and certified as available by each Party's respective county auditor from current fiscal funds.



#### IV. Term and Termination

This Agreement is effective as of the date it has been approved and executed by all Parties (“Effective Date”) and shall remain in full force and effect until the completion of the Project or County’s receipt of payment from City of all funds due and owing under the terms of this Agreement, whichever occurs later, unless earlier terminated in accordance with the terms of this Agreement.

City may terminate this Agreement at any time prior to the awarding of the contract for construction of the Project, or as otherwise allowed under this Agreement, by thirty (30) days’ written notice to the County, and City shall have no further obligation hereunder.

County may terminate this Agreement at any time prior to the awarding of the contract for construction of the Project, or as otherwise allowed under this Agreement, by thirty (30) days’ written notice to City. In the event of termination by County, County will have no further obligation pursuant to this Agreement, other than to return any unexpended funds paid to County by City. In addition, any interest earned on said funds paid to County by City pursuant to this Agreement will become the sole property of County.

#### V. Notice

All notices required under this Agreement (“Notice”) shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Parties at the following addresses:

##### **MONTGOMERY COUNTY:**

Montgomery County, Texas  
 Attn: Commissioner Robert Walker  
 510 Hwy 75 North  
 Willis, Texas 77378  
 Email: [Commissioner.Walker@mctx.org](mailto:Commissioner.Walker@mctx.org)

With a copy to:

B.D. Griffin, County Attorney  
 501 N. Thompson, Suite 300  
 Conroe, Texas 77301  
 Email: [bd.griffin@mctx.org](mailto:bd.griffin@mctx.org)

##### **CITY OF MONTGOMERY:**

City of Montgomery, Texas  
 Attn: Richard Tramm  
 101 Old Plantersville Rd.  
 Montgomery, Texas 77316

Email: [rtramm@ci.montgomery.tx.us](mailto:rtramm@ci.montgomery.tx.us)

With a copy to:

---



---



---



---

Each Party shall have the right to change its respective address to any other address in the State of Texas by giving at least fifteen (15) days written notice of such change to the other Parties.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

VI. Assignment

County and City bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither County nor City shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld.

VII. Counterparts and Electronic Signature

Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

VIII. Completion of Construction, and Ownership of Improvements

City will be responsible for all future maintenance and repairs for the portions of roadway located within the municipal respective boundaries following completion of the Project.

IX. Independent Parties.

It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of City for any purpose. City, nor its

employees, officers, or agents shall be considered to be employees, agents, partners or representatives of County for any purposes. Neither Party has the authority to bind the other Party.

X. No Third Party Beneficiaries.

County is not obligated or liable to any party other than City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

XI. Waiver of Breach.

A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

XII. No Personal Liability; No Waiver of Immunity.

- A. Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B. The Parties agree that no provision of this Agreement extends the Parties' liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by County or City of any right, defense, or immunity on behalf of themselves, their employees or agents under the Texas Constitution or the laws of the State of Texas.

XIII. Applicable Law and Venue.

This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Conroe, Montgomery County, Texas.

XIV. No Binding Arbitration; Right to Jury Trial.

Neither party agrees to binding arbitration, nor waives its right to a jury trial.

XV. Contract Construction.

This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not authorize this Agreement. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this

Agreement. When terms are used in the singular or plural, the meaning shall apply to both. When either the male or female gender is used, the meaning shall apply to both.

XVI. Recitals.

The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

XVII. Entire Agreement; Modifications.

This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

XVIII. Severability.

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

XIX. Survival of Terms.

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

XX. Multiple Counterparts/Execution.

This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

EXECUTED BY THE PARTIES ON THE RESPECTIVE DATES SHOWN BELOW.

*[Signatures are contained on one or more separate execution pages]*

EXECUTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

**MONTGOMERY COUNTY, TEXAS**

By: \_\_\_\_\_  
Mark J. Keough, County Judge

Attest:

\_\_\_\_\_  
Mark Turnbull, County Clerk

APPROVED AS TO FORM:

B.D. GRIFFIN, MONTGOMERY COUNTY ATTORNEY

\_\_\_\_\_  
B. D. Griffin

EXECUTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

**CITY OF MONTGOMERY TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Date: \_\_\_\_\_, 2022.

attest:

\_\_\_\_\_  
, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Attorney for the City of Montgomery, Texas

Montgomery City Council  
**AGENDA REPORT**

<b>Meeting Date:</b> May 10, 2022	<b>Budgeted Amount:</b> N/A
<b>Department:</b> Administration	<b>Prepared By:</b> Nici Browe

**Subject**

Canvass of the May 7, 2022 City General Election

**Recommendation**

To approve scheduling a Special Council Meeting Tuesday, May 17, 2022 at 6:00 PM.

**Discussion**



The State of Texas Election Code allows the canvassing of election results during the period of May 10 – 18, 2022. However, the election is on the 7<sup>th</sup> and the County has to review all provisional ballots and allow time for ballots by mail to be received, before they can publish final election results.

In speaking with the Montgomery County Elections Administrator, and based upon election law changes enacted in 2021, the date the Early Voting Ballot Board will reconvene is Monday, May 16, 2022. Therefore, will be unable to have the final results for the City’s election for the Council meeting of May 10, 2022.

Recommended date for Special Called Council Meeting to Canvass election results and administer Oaths of Office is:

Tuesday, May 17, 2022 6:00 PM.

**Approved By**

		Date: 5/6/2022
City Administrator		Date: 5/6/2022